

## **INVESTMENT ADVISER BROCHURE**

### **KINDERHOOK INDUSTRIES, LLC**

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**March 29, 2019**

**This Investment Adviser Brochure (“Brochure”) provides information about the qualifications and business practices of Kinderhook Industries, LLC, a Delaware limited liability company (“Kinderhook Industries”). If you have any questions about the contents of this Brochure, please contact us at (212) 201-6780. 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.**

Kinderhook Industries 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 Kinderhook Industries is also available on the SEC’s website at [www.adviserinfo.sec.gov](http://www.adviserinfo.sec.gov).

## MATERIAL CHANGES

This Brochure contains material changes to the Form ADV Part 2 Amendment filed by Kinderhook Industries on March 29, 2018 (the “**Amended Brochure**”). Immediately below is a discussion of such material changes. Such discussion sets forth only material changes to the Amended Brochure.

This Brochure has been revised to (i) reflect the name change of a private investment fund and its general partner, (ii) add an affiliated investment adviser, a new private investment fund and its general partner and (iii) supplement existing disclosures relating to the business practices of Kinderhook Industries and its affiliates 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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## ADVISORY BUSINESS

Kinderhook Industries is a private investment management firm, with several affiliated registered investment advisory entities and other affiliate organizations. Kinderhook Industries commenced operations in April 2003.

Kinderhook Industries and its affiliated investment advisers, Kinderhook Capital Fund I GP, LLC, a Delaware limited liability company (“**Kinderhook I GP**”), Kinderhook Capital Sub Fund I GP, LLC (“**Kinderhook Sub Fund I GP**”), Kinderhook Capital Fund II GP, LLC, a Delaware limited liability company (“**Kinderhook II GP**”), Kinderhook Capital Fund III GP, LLC, a Delaware limited liability company (“**Kinderhook III GP**”), Kinderhook Capital Fund IV GP, LLC, a Delaware limited liability company (“**Kinderhook IV GP**”), Kinderhook Capital Fund V GP, LLC, a Delaware limited liability company (“**Kinderhook V GP**”), Kinderhook Capital Fund VI GP, LLC, a Delaware limited liability company (“**Kinderhook VI GP**”), Kinderhook Industries I, L.P., a Delaware limited partnership (“**Management Agent I**”), Kinderhook Industries II, L.P., a Delaware limited partnership (“**Management Agent II**”), Kinderhook Industries III, L.P., a Delaware limited partnership (“**Management Agent III**”), Kinderhook Industries IV, L.P., a Delaware limited partnership (“**Management Agent IV**”), Kinderhook Industries V, L.P., a Delaware limited partnership (“**Management Agent V**”) and Kinderhook Industries VI, L.P., a Delaware limited partnership (“**Management Agent VI**”), and together with Kinderhook I GP, Kinderhook II GP, Kinderhook III GP, Kinderhook IV GP, Kinderhook V GP, Kinderhook VI GP, Management Agent I, Management Agent II, Management Agent III, Management Agent IV and Management Agent V, collectively, the “**Affiliated Advisers**” and the Affiliated Advisers together with Kinderhook Industries, collectively, “**Kinderhook**”) provide investment advisory services to Funds (as defined below).

Kinderhook’s advisory services to the Funds are detailed in the applicable private placement memoranda or other offering documents (each, a “**Memorandum**”), investment management agreements, limited partnership or other operating agreements or governing documents (each, a “**Partnership Agreement**”) and are further described below under “Methods of Analysis, Investment Strategies and Risk of Loss.”

Each Affiliated Adviser is registered under the Advisers Act pursuant to the registration of Kinderhook Industries in accordance with SEC guidance. This Brochure also describes the business practices of each Affiliated Adviser, which operate as a single advisory business together with Kinderhook Industries.

In its capacity as the management company of Kinderhook Capital Fund I, L.P., a Delaware limited partnership (together with any feeder vehicles, alternative investment vehicles and other special purpose entities, other than, for the avoidance of doubt, Sub Fund I (defined below) “**Fund I**”), Kinderhook Industries has the authority to manage the business and affairs of Fund I, and Kinderhook Industries has appointed Management Agent I to serve as co-manager of Fund I. Kinderhook I GP is the general partner of Fund I.

In its capacity as the management company of Kinderhook Capital Sub Fund I, L.P., a Delaware limited partnership (“**Sub Fund I**”), Kinderhook Industries has the authority to manage the business and affairs of Sub Fund I. Kinderhook Sub Fund I GP is the general partner of Sub

Fund I. Fund I and the United States Small Business Administration (the “**SBA**”) are the only limited partners of Sub Fund I. Sub Fund I served as an investment vehicle of Fund I by using Sub Fund I’s SBIC license (the “**SBIC License**”) to operate as a small business investment company (an “**SBIC**”) under Section 301(c) of the Small Business Investment Company Act of 1958, as amended, and the rules and regulations promulgated thereunder by the SBA, as in effect from time to time (the “**SBIC Act**”) and to borrow up to \$100 million of financing from the SBA to complete small business investments (the “**SBA Financing**”). As described in the Fund I Memorandum and pursuant to the Fund I Partnership Agreement, the SBA Financing was structured as a preferred limited partnership interest in Sub Fund I bearing (x) a prioritized payment (based on the ten-year U.S. Treasury interest rate) on the amount of SBIC Financing at the time of determination, and (y) a profit participation (based on the ten-year U.S. Treasury Bond interest rate and the amount of SBA financing outstanding at the time of determination) when distributions of Sub Fund I profits were made to the limited partners of Sub Fund I.

On August 1, 2017, Fund I performed a Modified Surrender of its license with its payment in full of its outstanding leverage to the SBA and earned prioritized payments. With this surrender, Fund I no longer operates as a licensed SBIC and is only required to report to the SBA annually audited financial statements. Further, Sub Fund I or its affiliates can no longer use the acronym “SBIC” in its title. The name of Sub Fund I has been changed from Kinderhook Capital SBIC Fund I, L.P. to Kinderhook Capital Sub Fund I, L.P. The name of Kinderhook Sub Fund I GP has been changed from Kinderhook Capital SBIC Fund I GP, LLC to Kinderhook Capital Sub Fund I GP, LLC. The Modified Surrender is administered by the Office of Liquidation, where the Earmarked Assets of Lodis Holdings, LLC are monitored.

In its capacity as the management company of Kinderhook Capital Fund II, L.P., a Delaware limited partnership (together with any feeder vehicles, alternative investment vehicles and other special purpose entities, “**Fund II**”), Management Agent II has the authority to manage the business and affairs of Fund II. Kinderhook II GP is the general partner of Fund II.

In its capacity as the management company of Kinderhook Capital Fund III, L.P., a Delaware limited partnership (together with any feeder vehicles, alternative investment vehicles and other special purpose entities, “**Fund III**”), Management Agent III has the authority to manage the business and affairs of Fund III. Kinderhook III GP is the general partner of Fund III.

In its capacity as the management company of Kinderhook Capital Fund IV, L.P., a Delaware limited partnership and Kinderhook Capital Fund IV-B, L.P., a Delaware limited partnership (together with any feeder vehicles, alternative investment vehicles and other special purpose entities, “**Fund IV**”), Management Agent IV has the authority to manage the business and affairs of Fund IV. Kinderhook IV GP is the general partner of Fund IV.

In its capacity as the management company of Kinderhook Capital Fund V, L.P., a Delaware limited partnership and Kinderhook Capital Fund V-B, L.P., a Delaware limited partnership (together with any feeder vehicles, alternative investment vehicles and other special purpose entities, “**Fund V**”), Management Agent V has the authority to manage the business and affairs of Fund V. Kinderhook V GP is the general partner of Fund V.

In its capacity as the management company of Kinderhook Capital Fund VI, L.P., a Delaware limited partnership and Kinderhook Capital Fund VI-B, L.P., a Delaware limited partnership (together with any feeder vehicles, alternative investment vehicles and other special purpose entities, “**Fund VI**” and, together with Fund I, Sub Fund I, Fund II, Fund III, Fund IV and Fund V, any other parallel and alternative investment vehicles and any future private investment fund to which Kinderhook or its affiliates provide investment advisory services, each a “**Fund**” and, collectively, the “**Funds**”), Management Agent VI has the authority to manage the business and affairs of Fund VI. Kinderhook VI GP is the general partner of Fund VI.

The Funds are private equity funds and invest through negotiated transactions in operating entities, generally referred to herein as “portfolio companies.” Kinderhook’s investment advisory services to the Funds consist of identifying and evaluating investment opportunities, negotiating the terms of investments, managing and monitoring investments and achieving dispositions for such investments. Although investments are made predominantly in non-public companies, investments in public companies are permitted. From time to time, where such investments consist of portfolio companies, the senior principals or other personnel of Kinderhook or its affiliates will serve on such portfolio companies’ respective boards of directors or otherwise act to influence control over management of portfolio companies in which the Funds have invested.

Investors in 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 agreed-upon circumstances pursuant to the applicable Fund’s Partnership Agreement. The Funds or Kinderhook have entered into side letters or other similar agreements (“**Side Letters**”) with certain investors that have the effect of establishing rights under, or altering or supplementing the terms (including economic or other terms) of, the applicable Fund’s Partnership Agreement with respect to such investors.

Additionally, from time to time and as permitted by the relevant Partnership Agreement, Kinderhook 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, Kinderhook’s personnel and/or certain other persons associated with Kinderhook 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). Any such purchase from a Fund by a co-investor or co-invest vehicle generally occurs shortly after the Fund’s completion of the investment to avoid any changes in valuation of the investment, and the co-investor or co-invest vehicle may be charged interest on the purchase (or the purchase price may otherwise be equitably adjusted under certain conditions) to compensate the relevant Fund for the holding period, and generally will be required to reimburse the relevant Fund for related costs.

As of December 31, 2018, Kinderhook managed approximately \$2,065,332,438 in client assets on a discretionary basis. This amount represents the gross assets and uncalled but callable commitments of Sub Fund I, Fund I, Fund II, Fund III, Fund IV and Fund V. As of December 31,

2018, Fund VI had not held its first closing, and therefore had no gross assets or uncalled commitments. For that reason, none of Kinderhook's regulatory assets under management as of December 31, 2018 are attributable to Fund VI. Kinderhook is controlled by Thomas L. Tuttle, Robert E. Michalik and Christian P. Michalik who act as the managing members of Kinderhook Industries (the "**Principals**").

## **FEES AND COMPENSATION**

In general, Kinderhook receives management fees ("**Management Fees**") in connection with its advisory services. Kinderhook or its affiliates receive additional compensation in connection with management and other services performed for portfolio companies of the Funds, and such additional compensation will generally (subject to certain exceptions as discussed herein and set forth in the Partnership Agreements) offset in whole or in part the Management Fee otherwise payable. Portfolio Company Fees (as defined below) may also include amounts prepaid in anticipation of future services to a portfolio company or that are otherwise accelerated, which will be offset against the applicable Management Fee to the extent set forth in the relevant Partnership Agreement. Limited partners in the Funds also bear certain fund expenses.

### **Management Fees**

#### *Sub Fund I*

Effective as of June 30, 2016, Sub Fund I is no longer required to, and does not, pay Management Fees.

Sub Fund I pays for all expenses (other than the general partner's or any of its affiliates' ordinary administrative and overhead expenses (other than Management Fees) of managing Sub Fund I) attributable to Sub Fund I's activities, including, but not limited to, taxes, legal, auditing, accounting and consulting expenses (including any such expenses associated with investment and disposition opportunities not consummated, "**Broken Deal Expenses**"), expenses associated with the preparation of Sub Fund I's financial statements, tax returns and other similar reports, out-of-pocket expenses of the advisory board of Fund I, Management Fees, fees paid to the SBA or other funding agency in connection with any participating securities issued to the SBA, and other expenses associated with Sub Fund I (including extraordinary expenses such as litigation and indemnification, if any and travel expenses, which may include expenses for chartered or first-class travel).

#### *Fund I*

Effective as of June 30, 2016, Fund I is no longer required to, and does not, pay Management Fees.

Fund I pays for all expenses (other than the general partner's or any of its affiliates' ordinary administrative and overhead expenses (other than Management Fees) of managing Fund I) attributable to Fund I's activities, including, but not limited to, taxes, legal, auditing, insurance, accounting and consulting expenses (including any Broken Deal Expenses), expenses associated with the preparation of Fund I's financial statements, tax returns and other similar reports, out-of-pocket expenses of the advisory board of Fund I, Management Fees, fees paid to the SBA or other

funding agency in connection with any participating securities issued to the SBA, and other expenses associated with Fund I (including extraordinary expenses such as litigation and indemnification, if any, and travel expenses, which may include expenses for chartered or first-class travel).

### Fund II

Effective as of November 16, 2018, Fund II is no longer required to, and does not, pay Management Fees.

Fund II is responsible for all other costs and expenses of Fund II that are not reimbursed by portfolio companies, including legal, auditing, consulting, financing, accounting and custodian fees and expenses; expenses associated with Fund II's financial statements, tax returns and Schedule K-1s; Broken Deal Expenses; expenses of the advisory board and annual meetings of the limited partners; insurance; other expenses associated with the acquisition, holding and disposition of its investments, including extraordinary expenses.

### Fund III

Fund III pays a Management Fee to Management Agent III, quarterly in advance, equal to 2.0% per annum of aggregate investment contributions to the extent that the investments for which such investment contributions were made have not been disposed of, completely written off or structured as a bridge.

The Management Fee payable on each Management Fee due date was reduced by an amount equal to the Management Fee that Management Agent III had irrevocably elected to waive in a written notice delivered to Fund III (the "**Fund III Waived Management Fees**"). Fund III Waived Management Fees were not subject to the Management Fee offsets described herein.

Management Agent III shall apply 50% of any Portfolio Company Fees (defined below) (up to a certain dollar amount and 100% thereafter) to reduce the Management Fee, after giving effect to the Fund III Waived Management Fees, for the quarterly period immediately succeeding the quarterly period in which any such fee was received, directly or indirectly, by Kinderhook. In the event that the amount of Portfolio Company Fees to be applied against the Management Fee exceeds the Management Fee for the immediately succeeding three-month period, 100% of such excess is carried forward to reduce the Management Fee payable in the following three-month periods. Any Management Fee offsets remaining at the end of the life of Fund III will be distributed to the partners.

"**Portfolio Company Fees**" means, generally, all directors' fees, financial consulting fees, advisory fees, transaction fees, break-up fees and other similar fees that are paid to or received by Kinderhook from a portfolio company or a bona fide prospective portfolio company. As a matter of practice, Kinderhook is typically paid fees of the type referred to in the preceding sentence from, on behalf of or with respect to co-investors in an investment. The portion of any such fee that relates to co-investors are not considered Portfolio Company Fees. Therefore the receipt of such fees relating to co-investors will not reduce the Management Fee 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 may be significant. Similarly, in certain circumstances, Kinderhook expects that co-investors or other parties will 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.

In addition to the Management Fee, Fund III is responsible for all other costs and expenses of Fund III that are not reimbursed by portfolio companies, including legal, auditing, consulting, financing, accounting and custodian fees and expenses; expenses associated with Fund III's financial statements, tax returns and Schedule K-1s; Broken Deal Expenses; expenses of the advisory board and annual meetings of the limited partners; insurance; other expenses associated with the acquisition, holding and disposition of its investments, including extraordinary expenses (such as litigation, if any) and travel expenses, which may include expenses for chartered or first-class travel; and any taxes, fees or other governmental charges levied against Fund III.

The Management Fee will be further reduced in the circumstances and by the amounts described in the Fund III Partnership Agreement.

#### Fund IV

During its investment period, Fund IV pays the Management Fee to Management Agent IV, quarterly in advance, equal to 2.0% per annum of aggregate capital commitments. At the end of such period, the Management Fee will step down to equal 2.0% per annum of aggregate investment contributions to the extent that the investments for which such investment contributions were made have not been disposed of, completely written off or structured as a bridge.

The Management Fee payable on each Management Fee due date was reduced by an amount equal to the Management Fee that Management Agent IV had irrevocably elected to waive in a written notice delivered to Fund IV (the “**Fund IV Waived Management Fees**”). Fund IV Waived Management Fees were not subject to the Management Fee offsets described herein.

Management Agent IV shall apply 50% of any Portfolio Company Fees (up to a certain dollar amount and 100% thereafter) to reduce the Management Fee, after giving effect to the Fund IV Waived Management Fees, for the quarterly period immediately succeeding the quarterly period in which any such fee was received, directly or indirectly, by Kinderhook. In the event that the amount of Portfolio Company Fees to be applied against the Management Fee exceeds the Management Fee for the immediately succeeding three-month period, 100% of such excess is carried forward to reduce the Management Fee payable in the following three-month periods. Any Management Fee offsets remaining at the end of the life of Fund IV will be distributed to the partners.

In addition to the Management Fee, Fund IV is responsible for all other costs and expenses of Fund IV that are not reimbursed by portfolio companies, including legal, auditing, consulting, financing, accounting and custodian fees and expenses; expenses associated with Fund IV's financial statements, tax returns and Schedule K-1s; Broken Deal Expenses; expenses of the advisory board and annual meetings of the limited partners; insurance; other expenses associated with the acquisition, holding and disposition of its investments, including extraordinary expenses

(such as litigation, if any) and travel expenses, which may include expenses for chartered or first-class travel; and any taxes, fees or other governmental charges levied against Fund IV.

The Management Fee will be further reduced in the circumstances and by the amounts described in the Fund IV Partnership Agreement.

#### Fund V

During its investment period, Fund V pays the Management Fee to Management Agent V, quarterly in advance, equal to 2.0% per annum of aggregate capital commitments. At the end of such period, the Management Fee will step down to equal 2.0% per annum of aggregate investment contributions to the extent that the investments for which such investment contributions were made have not been disposed of, completely written off or structured as a bridge.

The Management Fee payable on each Management Fee due date shall be reduced by an amount equal to the Management Fee that Management Agent V has irrevocably elected to waive in a written notice delivered to Fund V (the “**Fund V Waived Management Fees**”). Fund V Waived Management Fees are not subject to the Management Fee offsets described herein.

Management Agent V shall apply 50% of any Portfolio Company Fees (up to a certain dollar amount and 100% thereafter) to reduce the Management Fee, after giving effect to the Fund V Waived Management Fees, for the quarterly period immediately succeeding the quarterly period in which any such fee was received, directly or indirectly, by Kinderhook. In the event that the amount of Portfolio Company Fees to be applied against the Management Fee exceeds the Management Fee for the immediately succeeding three-month period, 100% of such excess is carried forward to reduce the Management Fee payable in the following three-month periods. Any Management Fee offsets remaining at the end of the life of Fund V will be distributed to the partners.

In addition to the Management Fee, Fund V is responsible for all other costs and expenses of Fund V that are not reimbursed by portfolio companies, including legal, auditing, consulting, financing, accounting and custodian fees and expenses; expenses associated with Fund V’s financial statements, tax returns and Schedule K-1s; Broken Deal Expenses; expenses of the advisory board and annual meetings of the limited partners; insurance; other expenses associated with the acquisition, holding and disposition of its investments, including extraordinary expenses (such as litigation, if any) and travel expenses, which may include expenses for chartered or first-class travel; and any taxes, fees or other governmental charges levied against Fund V.

The Management Fee will be further reduced in the circumstances and by the amounts described in the Fund V Partnership Agreement.

#### Fund VI

During its investment period, Fund VI pays the Management Fee to Management Agent VI, quarterly in advance, equal to 2.0% per annum of aggregate capital commitments. At the end of such period, the Management Fee will step down to equal 2.0% per annum of aggregate investment contributions to the extent that the investments for which such investment contributions were made have not been disposed of, completely written off or structured as a bridge.

The Management Fee payable on each Management Fee due date shall be reduced by an amount equal to the Management Fee that Management Agent VI has irrevocably elected to waive in a written notice delivered to Fund VI (the “**Fund VI Waived Management Fees**”). Fund VI Waived Management Fees are not subject to the Management Fee offsets described herein.

Management Agent VI shall apply 50% of any Portfolio Company Fees (up to a certain dollar amount and 100% thereafter) to reduce the Management Fee, after giving effect to the Fund VI Waived Management Fees, for the quarterly period immediately succeeding the quarterly period in which any such fee was received, directly or indirectly, by Kinderhook. In the event that the amount of Portfolio Company Fees to be applied against the Management Fee exceeds the Management Fee for the immediately succeeding three-month period, 100% of such excess is carried forward to reduce the Management Fee payable in the following three-month periods. Any Management Fee offsets remaining at the end of the life of Fund VI will be distributed to the partners.

In addition to the Management Fee, Fund VI is responsible for all other costs and expenses of Fund VI that are not reimbursed by portfolio companies, including legal, auditing, consulting, financing, accounting and custodian fees and expenses; expenses associated with Fund VI’s financial statements, tax returns and Schedule K-1s; Broken Deal Expenses; expenses of the advisory board and annual meetings of the limited partners; insurance (other than any portion of any insurance premium attributable to Kinderhook); other expenses associated with the acquisition, holding and disposition of its investments, including extraordinary expenses (such as litigation, if any) and travel expenses, which may include expenses for chartered or first-class travel; and any taxes, fees or other governmental charges levied against Fund VI.

The Management Fee will be further reduced in the circumstances and by the amounts described in the Fund VI Partnership Agreement.

## **Other Information**

Kinderhook exempts certain investors in Funds from payment of all or a portion of Management Fees, including persons designated by Kinderhook, such as “friends and family” of Kinderhook or its personnel, or other investors meeting certain qualification requirements based on commitment size or other strategic or relationship factors. Any such exemption from Management Fees may be made by a direct exemption, a rebate by Kinderhook or through other Funds which co-invest with the Funds. For example, in instances where a Kinderhook professional or its affiliate invests in a Fund, such professional or its affiliate generally will be exempt from payment of the Management Fee with respect to such Fund. Additionally, to the extent permitted by the relevant Fund’s Partnership Agreement, Kinderhook may have the right to permit investors, affiliated with Kinderhook or otherwise, to invest through the relevant general partner or other vehicles that do not bear Management Fees. In general, the Management Fee offsets described above apply only with respect to the capital commitments of fee-paying investors.

The Funds generally invest on a long-term basis. Accordingly, investment advisory and other fees are expected to be paid, except as otherwise described in the Partnership Agreements, over the term of the Funds and investors generally are not permitted to withdraw or redeem interests in the Funds.

The Principals or other employees of Kinderhook may receive salaries and other compensation derived from, and in certain cases including a portion of, the Management Fee, Carried Interest or other compensation received by Kinderhook or its affiliates.

As described more fully in the applicable Memorandum, Kinderhook has relationships with certain senior professionals who provide certain key value-added services to (or with respect to) the portfolio companies of the Funds (the “**Operating Partners**”). The Operating Partners are not employees, members or partners of any Kinderhook entity.

Such Operating Partners generally provide services in relation to the identification, acquisition, holding, improvement and disposition of portfolio companies, including operational aspects of such companies. In certain circumstances, these services also include serving in management or policy-making positions for portfolio companies. Operating Partners receive compensation, including, but not limited to cash fees, retainers, transaction fees, a profits or equity interest in a portfolio company, profits or equity interests in one or more Funds or general partners, remuneration from Kinderhook and/or its Funds or affiliates or other compensation, which typically are determined according to one or more methods, including the value of the time (including an allocation for overhead and other fixed costs) of such Operating Partners, a percentage of the value of the portfolio company, the invested capital exposed to such portfolio company, amounts charged by other providers for comparable services and/or a percentage of cash flows from such company. No such compensation will offset or reduce the Management Fee. Out-of-pocket expenses (including travel and other costs) incurred by Operating Partners while conducting business for a Fund’s portfolio companies are generally reimbursed by the portfolio companies but may also be paid by a Fund. Operating Partners are not subject to the restrictions on Kinderhook persons such as conflicts of interest, priority of transaction opportunities, and formation of other vehicles. The use of Operating Partners subjects Kinderhook to conflicts of interest, as discussed under “Conflicts of Interest” below.

Kinderhook and/or its affiliates generally have discretion over whether to charge Portfolio Company Fees to a portfolio company and, if so, the rate, timing and/or amount of such compensation. In most circumstances, such compensation is not reviewed or approved by an independent third party. The receipt of Portfolio Company Fees may give rise to conflicts of interest between the Funds, on the one hand, and Kinderhook and/or its affiliates on the other hand.

The Funds may include alternative investment vehicles established from time to time in order to permit one or more investors to participate in one or more particular investment opportunities in a manner desirable for tax, regulatory or other reasons. Alternative investment vehicle sponsors generally have limited discretion to invest the assets of these vehicles independent of limitations or other procedures set forth in the organizational documents of such vehicles and the related Fund.

In certain circumstances, one Fund will pay an expense common to multiple Funds (including, without limitation, legal expenses for a transaction in which all such Funds participate, or other fees or expenses in connection with services the benefit of which are received by other Funds over time), and be reimbursed by the other Funds by their share of such expense, without interest. While highly unlikely, it is possible that one of the other Funds could default on its obligation to reimburse the paying Fund. From time to time, Kinderhook will also advance

amounts related to the foregoing and receive reimbursement from the Funds to which such expenses relate.

As described above, in certain circumstances, the relevant general partner permits certain investors to co-invest in portfolio companies alongside one or more Funds, subject to Kinderhook's related policies and the relevant Partnership Agreement(s) and/or Side Letter(s). Where a co-invest vehicle is formed, such entity will bear expenses related to its formation and operation, many of which are similar in nature to those borne by the Funds. If a proposed transaction in which a co-investment was planned is not consummated, including a transaction for which a co-investment was believed necessary in order to consummate such transaction or would otherwise be beneficial, in the judgment of the relevant general partner, no such co-investment vehicle generally will have been formed, and the full amount of any Broken Deal Expenses relating to such proposed transaction would therefore be borne by the Fund or Funds that were to have participated in such proposed transaction, and not by any potential co-investors. However, to the extent that such co-investors have already invested in a co-investment or other vehicle in connection with such transaction, such vehicle generally bears its share of such Broken Deal Expenses.

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

Kinderhook Industries does not receive a carried interest allocation ("**Carried Interest**") for its advisory services to the Funds. Rather, each of Kinderhook I GP, Kinderhook II GP, Kinderhook III GP, Kinderhook IV GP, Kinderhook V GP and Kinderhook VI GP receive a Carried Interest equal to 20% of all aggregate realized profits from each of the Funds in excess of an 8% compound preferred return as more fully described in the applicable Fund's Partnership Agreement. If a general partner receives Carried Interest distributions of the applicable Fund which are, in the aggregate, in excess of 20% of such Fund's cumulative net profits (subject to the 8% compound preferred return), then such excess Carried Interest distributions will be subject to repayment by such general partner. Kinderhook does not advise Funds not subject to a Carried Interest. Additionally, to the extent that Kinderhook personnel are assigned varying percentages of Carried Interest from the Funds, such personnel are subject to potential conflicts of interest, to the extent they are involved in identifying investment opportunities as appropriate for Funds from which they are entitled to receive a higher Carried Interest percentage.

Kinderhook 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 Fund's investment guidelines and Partnership Agreement, as well as other factors that do not include the amount of performance-based compensation received by Kinderhook or any personnel.

## **TYPES OF CLIENTS**

Kinderhook provides investment advice to the Funds. 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 the Funds may include individuals, banks or thrift institutions, other investment entities, university endowments, sovereign wealth funds, family offices, pension and profit-sharing

plans, trusts, estates or charitable organizations or other corporations or business entities and may include, directly or indirectly, the Principals or other employees of Kinderhook and its affiliates and members of their families, Operating Partners or other service providers retained by Kinderhook.

The Funds generally have a minimum investment amount of between \$1 million and \$5 million, as further described in the Funds' respective Memoranda, for third-party investors, but allow lesser amounts if waived by Kinderhook. The Fund interests are offered and sold solely to a limited number of "accredited investors" as defined in Regulation D promulgated under the Securities Act of 1933, as amended. The Funds will accept commitments only from persons who are "qualified purchasers" as that term is defined under the U.S. Investment Company Act of 1940, as amended, and the rules and regulations promulgated thereunder (or qualified knowledgeable Kinderhook personnel).

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

### **General**

Kinderhook seeks to partner with management to make equity and equity-like investments in companies in the lower middle market. Kinderhook is focused on acquiring and growing non-core divisions of corporate parents, entrepreneurial businesses in transition and family-owned businesses seeking liquidity. Kinderhook seeks to acquire companies that are, or have the potential to become, market leaders through investment or add-on acquisitions under Kinderhook's ownership.

Kinderhook seeks to develop a disciplined and repeatable approach to investing in the lower middle market. Once an investment opportunity has been identified, Kinderhook seeks to implement an effective operating strategy to improve the performance of the acquired company by (i) partnering with the management team to drive operating efficiencies and organize growth and (ii) providing significant financial and management resources where needed and (iii) identifying additional follow-on acquisitions to drive scale.

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

### **Investment and Operating Strategy**

***Lower Middle-Market Focus.*** Kinderhook believes that this market contains a large target universe of acquisition prospects with less sophisticated intermediation, is characterized by a favorable ratio of capital to investment opportunities, and is comprised of a significant number of sound businesses that are under-managed and/or under-capitalized.

***Close Network of Sourcing Relationships.*** Kinderhook targets transactions sourced through a network of business brokers, managers, advisors, lawyers, accountants, bankers, lenders and other intermediaries. This approach has enabled Kinderhook to build strong relationships within the broker community and allowed Kinderhook to identify proprietary transactions early in their scale processes.

***Build Management Team.*** Kinderhook seeks to partner with executives who possess superior talent on a relative basis in the markets in which they compete and who can add value both pre-and post-investment. In order to cultivate strong management partnerships in successful investments, Kinderhook attempts to bring high-quality executives down market to lower middle-market businesses. Kinderhook maintains a network of senior executives across various industries and geographies who may ultimately source deals, serve as portfolio company directors, serve in direct management roles, invest in portfolio companies alongside Kinderhook and/or invest in the Funds.

***Follow-on Acquisitions.*** Kinderhook invests substantial resources in identifying and executing on follow-on acquisitions which drive scale and internal operating efficiencies. To date, Kinderhook has completed more follow-on acquisitions than platform investments.

***Post-Acquisition Value Creation.*** Kinderhook pursues investment opportunities in which it believes it can create value by implementing strategic and operational changes. After the acquisition of a portfolio company, Kinderhook focuses on organic growth. This growth may be achieved through improved marketing, product line extensions, geographic expansion, better supply chain management or more efficient distribution. In some instances, Kinderhook may acquire companies with one or more deficiencies, such as an inadequate existing management team, customer concentration or poor management information systems. Kinderhook attempts to utilize the due diligence process to identify and understand the risks to which its capital may be exposed during the investment and then tries to work with management pre-acquisition to develop plans to correct, diversify or mitigate these risks post-acquisition. As part of Kinderhook's investment strategy, it believes that assuming these risks present Kinderhook with opportunities to pay a lower multiple at the time of acquisition and, after correcting them, realize a higher multiple upon exit.

## **Risks of Investment**

Each Fund and its investors bear the risk of loss that Kinderhook's investment strategy entails. Potential investors should review the applicable Fund's Memorandum for information regarding risks specific to each Fund. In general, the risks involved with Kinderhook's investment strategy and an investment in the Funds include, but are not limited to:

***Business Risks.*** Each Fund's investment portfolio may 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.

***Future and Past Performance.*** The performance of the prior investments of the Principals or of any of the Funds is not necessarily indicative of a Fund's future results. Descriptions of specific investments included in this Brochure are for illustration of Kinderhook's investment process only, and are not a guarantee that specific investments made by the Funds will be successful. While Kinderhook intends for the Funds to make investments that have estimated returns commensurate with the risks undertaken, there can be no assurances that any targeted internal rate of return will be achieved. On any given investment, loss of principal is possible.

***Investment in Junior Securities.*** The securities in which the Funds will invest may be among the most junior in a portfolio company's capital structure and, thus, subject to the greatest risk of loss. Generally, there will be no collateral to protect a Fund investment once made.

***Concentration of Investments.*** Each Fund will participate in a limited number of investments and may seek to make several investments in one industry or one industry segment or within a short period of time. As a result, each Fund's investment portfolio could become highly concentrated, and the performance of a few holdings or of a particular industry 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.

***Lack of Sufficient Investment Opportunities.*** The business of identifying, structuring and completing private equity transactions is highly competitive and involves a high degree of uncertainty. It is possible that a Fund will never be fully invested if enough sufficiently attractive investments are not identified. However, limited partners will be required to bear Management Fees during the commitment period or investment period based on the entire amount of their commitments and other expenses as set forth in the respective Fund's Partnership Agreement.

***Dynamic Investment Strategy.*** While Kinderhook generally intends to seek attractive returns for the Funds primarily through making private equity investments, Kinderhook may pursue additional investment strategies and may modify or depart from its initial investment strategy, investment process and investment techniques as it determines appropriate. Kinderhook may pursue investments outside of the industries and sectors in which the Principals have previously made investments or have internal operational experience.

***Illiquidity; Lack of Current Distributions.*** An investment in the Funds should be viewed as an illiquid investment. 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. The return of capital and the realization of gains, if any, generally will occur only upon the partial or complete disposition of an investment. While an investment may be sold at any time, it is generally expected that this will not occur for a number of years after the initial investment. Before such time, there may be no current return on the investment. Furthermore, the expenses of operating a Fund (including the Management Fee payable to Kinderhook) may exceed its income, thereby requiring that the difference be paid from the Fund's capital, including, without limitation, unfunded commitments.

***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, 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 relevant Fund or its limited partners. Such third parties may be in a position to take action contrary to a Fund's business, tax or other interests, and such 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 such 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.

***Leveraged Investments.*** The Funds may make use of leverage by incurring or having a portfolio company incur 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 cost and availability of leverage is highly dependent on the state of the broader credit markets (and such credit markets may be impacted by regulatory restrictions and guidelines), which state is difficult to accurately forecast, and at times it may be difficult to obtain or maintain the desired degree of leverage. The use of leverage by a Fund 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. The use of leverage also imposes restrictive financial and operating covenants on a company, in addition to the burden of debt service, and may impair its ability to operate its business as desired and/or 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 its 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, should the credit markets be limited or costly at the time the Funds determine that it is desirable to sell all or a part of a portfolio company, the Funds may not achieve an exit multiple or enterprise valuation consistent with its forecasts. Moreover, the companies in which the Funds will invest generally will not be rated by a credit rating agency.

The Funds may use credit facilities for the purchase or implementation of certain investments or for other portfolio management purposes. Should such credit facilities be utilized, the relevant Fund would incur additional interest and other expenses with respect to such facilities. Any such credit facility provider that permits a Fund to borrow may accept Fund assets as collateral for such credit facility and may be permitted to require the sale or liquidation of Fund assets held by it as collateral, after default by such Fund pursuant to the agreement with such credit facility provider. Events of default under any such credit facility may include, among other things, failure to pay amounts due under such credit facility, failure to inform the credit facility provider of certain events with respect to such Fund, failure to provide the credit facility provider with certain periodic reports and financial statements, breach by such Fund of other representations and covenants contained in credit facility documentation and other similar terms. In such instances, the credit facility provider may take any such action without notice to the relevant Fund or Kinderhook. If any such credit facility provider were to require a Fund to sell or liquidate assets or otherwise act to realize on such collateral, these actions may impair the operational capabilities of such Fund and have adverse tax and economic effects on such Fund.

In connection with any financing or other borrowing transaction, Kinderhook shall have the right, at its option, to pledge any or all of the assets of a Fund, including the partners' unfunded commitments, as security for any financing incurred directly or indirectly by such Fund. Limited partners may be required to honor capital calls made by the lender.

***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 its Partnership Agreement, 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 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 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 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.

***Restricted Nature of Investment Positions.*** Generally, there will be no readily available market for Fund investments, and hence, most of the Funds' investments will be difficult to value. Certain investments may be distributed in kind to the partners and it may be difficult to liquidate the securities received at a price or within a time period that is determined to be ideal by such partners. After a distribution of securities is made to the partners, many partners may decide to liquidate such securities within a short period of time, which could have an adverse impact on the price of such securities. The price at which such securities may be sold by such partners may be lower than the value of such securities determined pursuant to the relevant Fund's Partnership Agreement, including the value used to determine the amount of Carried Interest available to the general partner with respect to such investment.

***Reliance on Kinderhook and Portfolio Company Management.*** Each Fund will be dependent on Kinderhook. Control over the operation of each Fund is vested with Kinderhook, and a Fund's future profitability will depend largely upon the business and investment acumen of the Principals. The loss or reduction of service of one or more of the Principals could have an adverse effect on the Fund's ability to realize its investment objectives. In addition, the Principals currently, and may in the future, manage other investment funds besides the Funds and the Principals may need to devote substantial amounts of their time to the investment activities of such other funds, which may pose conflicts of interest in the allocation of the time of the Principals. 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 on the actions of Kinderhook. In addition, certain changes in Kinderhook or circumstances relating to Kinderhook may have an adverse effect on a Fund or one or more of its portfolio companies, including potential acceleration of debt facilities.

Although Kinderhook will monitor the performance of Fund investments, it will primarily be the responsibility of each portfolio company's management team to operate such portfolio company on a day-to-day basis. Although the Funds generally intend to invest in companies with strong management or recruit strong management to such companies, there can be no assurance that the management of such companies will be able or willing to successfully operate a company in accordance with a Fund's objectives.

***Projections.*** Projected operating results of a company in which the Funds invest normally will be based primarily on financial projections prepared by each company's management, with adjustments to such projections made by Kinderhook in its discretion. In all cases, projections are only estimates of future results that are based upon information received from the company and third parties and assumptions made at the time the projections are developed. There can be no assurance that the results set forth in the projections will be attained, and actual results may be significantly different from the projections. Also, general economic factors, which are not predictable, can have a material effect on the reliability of projections.

***Tax Information Exchange Regimes; FATCA Withholding Tax on Certain Non-U.S. Entities.*** Numerous jurisdictions have enacted, or have committed to enact, legislation and administrative guidance requiring the collection and sharing of certain information in order to combat tax avoidance. The United States Foreign Account Tax Compliance Act ("FATCA") aims to combat tax evasion by United States tax residents using foreign accounts. It includes certain provisions on withholding taxes and requires financial institutions outside the United States to

collect and share information about their U.S. customers. Pursuant to FATCA, the United States has entered into numerous intergovernmental agreements with other countries to facilitate the collection and sharing of information by such financial institutions. In addition, the Organization for Economic Co-operation and Development (the “**OECD**”) has published a global Common Reporting Standard for multilateral exchange of information pursuant to which many countries have now signed multilateral agreements. One or more of these information exchange regimes are likely to apply to the Funds and/or alternative investment vehicles, and may require Kinderhook to collect and share with applicable taxing authorities information concerning limited partners (including identifying information and amounts of certain income allocable or distributable to them). A limited partner’s failure to provide required information may result in withholding taxes, government-imposed penalties, expulsion from a Fund and/or alternative investment vehicles or other potential remedies. In addition, FATCA generally imposes a withholding tax of 30% on a non-U.S. entity’s share of most payments attributable to investments in the United States, including dividends, interest and gross proceeds of a disposition of stock, unless an exception applies. The Funds may be required to withhold such taxes from certain non-U.S. limited partners, unless an exception applies.

***Material Non-Public Information; Other Regulatory Restrictions.*** As a result of the operations of Kinderhook and its affiliates, Kinderhook frequently comes into possession of confidential or material non-public information. Therefore, Kinderhook and its affiliates may have access to material non-public information that might be relevant to an investment decision to be made by a Fund. Consequently, a Fund may be restricted from initiating a transaction or selling an investment which, if such information had not been known to it, may have been undertaken on account of applicable securities laws or Kinderhook’s internal policies.

Similarly, anti-money laundering, anti-boycott and economic and trade sanction laws and regulations in the United States and other jurisdictions may prevent Kinderhook or the Funds from entering into transactions with certain individuals or jurisdictions. The United States Department of the Treasury’s Office of Foreign Assets Control (“**OFAC**”) and other governmental bodies administer and enforce laws, regulations and other pronouncements that establish economic and trade sanctions on behalf of the United States. Among other things, these sanctions may prohibit transactions with, or the provision of services to, certain individuals or portfolio companies owned or operated by such persons, or located in jurisdictions identified from time to time by OFAC. Additionally, antitrust laws in the United States and other jurisdictions give broad discretion to the U.S. Federal Trade Commission, the United States Department of Justice and other U.S. and non-U.S. regulators and governmental bodies to challenge, impose conditions on, or reject certain transactions. In certain circumstances, antitrust restrictions relating to one Fund’s acquisition of a portfolio company may preclude other Funds from making an attractive acquisition or require one or more other Funds to sell all or a portion of certain portfolio companies owned by them.

As a result of any of the foregoing, a Fund may be adversely affected because of Kinderhook’s inability or unwillingness to participate in transactions that may violate such laws or regulations, or by remedies imposed by any regulators or governmental bodies. Any such laws or regulations may make it difficult or may prevent a Fund from pursuing investment opportunities, require the sale of part or all of certain portfolio companies on a timeline or in a manner deemed undesirable by Kinderhook or may limit the ability of one or more portfolio companies from conducting their intended business in whole or in part. Consequently, there can be no assurance

that any Fund will be able to participate in all potential investment opportunities that fall within its investment objectives.

***Enhanced Scrutiny and Certain Effects of Potential Regulatory Changes.*** There continue to be discussions 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 a Fund's activities, including the ability of a Fund to effectively and timely address such regulations, implement operating improvements or otherwise execute its investment strategy or achieve its investment objectives.

***Need for Follow-On Investments.*** Following its initial investment in a given portfolio company, each Fund may decide to provide additional funds to such portfolio company or may have the opportunity to increase its investment in a successful portfolio company (whether for opportunistic reasons to fund the needs of the business, as an equity cure under applicable debt documents or for other reasons). 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 (including an event of default under applicable debt documents in the event an equity cure cannot be made). Additionally, such failure to make such investments may result in a lost opportunity for the Funds to increase its participation in a successful portfolio company or the dilution of a Fund's ownership in a portfolio company if a third party invests in such portfolio company.

***Non-U.S. Investments.*** The Funds may invest in portfolio companies that are organized under the laws of or have substantial sales or operations in a jurisdiction outside of the United States, its territories, and possessions. Such investments may be subject to certain additional risks 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 each of the Fund's income, and possible non-U.S. tax return filing requirements for each Fund and/or their partners.

Additional risks of non-U.S. investments include: (a) economic dislocations in the host country; (b) less publicly available information; (c) less well-developed and/or more restrictive laws, regulations, regulatory institutions and judicial systems; (d) greater difficulty of enforcing legal rights in a non-U.S. jurisdiction; (e) civil disturbances; (f) government instability; and (g) nationalization and expropriation of private assets. 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.

***Public Company Holdings.*** The Funds' investment portfolios may contain securities and debt 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 and debt at certain times, increased likelihood of shareholder litigation and insider trading allegations against such companies' executives and board members, including the Principals, and increased costs associated with each of the aforementioned risks.

***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, 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.

***Director Liability.*** The Funds will often seek to obtain the right to appoint one or more representatives to the board of directors (or similar governing body) of the companies in which it invests. Serving on the board of directors (or similar governing body) of a portfolio company exposes a Fund's representatives, and ultimately the Fund, to potential liability. Not all portfolio companies may obtain insurance with respect to such liability, and the insurance that portfolio companies do obtain may be insufficient to adequately protect officers and directors from such liability. In addition, involvement in litigation can be time consuming for such persons and can divert the attention of such persons from a Fund's investment activities.

***Limitation of Recourse and Indemnification.*** A Partnership Agreement may limit the circumstances under which a general partner and its affiliates will be held liable to a Fund. As a result, limited partners may have a more limited right of action in certain cases than they would have in the absence of such provision. In addition, a Partnership Agreement may provide that a Fund will indemnify the general partner and its affiliates for certain claims, losses, damages and expenses arising out of their activities on behalf of a Fund. Such indemnification obligations could materially impact the returns to limited partners.

***Contingent Liabilities Upon Disposition.*** In connection with the disposition of an investment, a Fund and its general partner may be required to make (and/or be responsible for another person's or entity's breach of) representations and warranties (e.g., in respect of the business and financial affairs of the applicable portfolio company, the condition of its assets and the extent of its liabilities), in each case generally in the nature of representations and warranties typically made in connection with the sale of similar businesses, and may be responsible for the content of disclosure documents under applicable securities laws. They may also be required to indemnify the purchasers of such investment or underwriters to the extent that any such representations or disclosure documents are inaccurate. These arrangements may result in contingent liabilities, which would be borne by the relevant Fund and, ultimately, its investors.

***Litigation.*** In the ordinary course of its business, a Fund may be subject to litigation from time to time. The outcome of such proceedings may materially adversely affect the value of a Fund and may continue without resolution for long periods of time. Any litigation may consume substantial amounts of Kinderhook's and the Principals' time and attention, and that time and the devotion of these resources to litigation may, at times, be disproportionate to the amounts at stake in the litigation.

***U.S. Federal Income Tax Liability Resulting from IRS Audits.*** U.S. federal income taxes arising from a U.S. Internal Revenue Service ("IRS") audit will be paid by a Fund absent an election to the contrary. In addition, a "partnership representative" will have the power to act on behalf of such Fund and its partners in all IRS audits and other proceedings involving such Fund's U.S. federal income, loss, deductions and credits.

***Uncertain Economic, Social and Political Environment.*** Consumer, corporate and financial confidence may be adversely affected by current or future tensions around the world, fear of terrorist activity and/or military conflicts, localized or global financial crises or other sources of political, social or economic unrest. Such erosion of confidence may lead to or extend a localized or global economic downturn. A climate of uncertainty may reduce the availability of potential investment opportunities, and increases the difficulty of modeling market conditions, potentially reducing the accuracy of financial projections. In addition, limited availability of credit for consumers, homeowners and businesses, including credit used to acquire businesses, in an uncertain environment or economic downturn may have an adverse effect on the economy generally and on the ability of the Funds and their portfolio companies to execute their respective strategies and to receive an attractive multiple of earnings on the disposition of businesses. This may slow the rate of future investments by the Funds and result in longer holding periods for investments. Furthermore, such uncertainty or general economic downturn may have an adverse effect upon the Funds' portfolio companies.

***Market Conditions.*** The capital markets have experienced great volatility and financial turmoil. Moreover, governmental measures undertaken in response to such turmoil (whether regulatory or financial in nature) may have a negative effect on market conditions. General fluctuations in the market prices of securities and economic conditions generally may reduce the availability of attractive investment opportunities for the Funds and may affect the Funds' ability to make investments. Instability in the securities markets and economic conditions generally (including a slow-down in economic growth and/or changes in interest rates or foreign exchange rates) may also increase the risks inherent in the Funds' investments and could have a negative impact on the performance and/or valuation of the portfolio companies. A Fund's performance can be affected by deterioration in the capital markets and by market events, such as the onset of the credit crisis in the summer of 2007 or the downgrading of the credit rating of the United States in 2011, which, among other things, can impact the public market comparable earnings multiples used to value privately held portfolio companies and investors' risk-free rate of return. Movements in foreign exchange rates may adversely affect the value of investments in portfolio companies and a Fund's performance. Volatility and illiquidity in the financial sector may have an adverse effect on the ability of a Fund to sell and/or partially dispose of its portfolio company investments. Such adverse effects may include the requirement of a Fund to pay break-up, termination or other fees and expenses in the event such Fund is not able to close a transaction (whether due to the lenders' unwillingness to provide previously committed financing or otherwise) and/or the

inability of such Fund to dispose of investments at prices that Kinderhook believes reflect the fair value of such investments. The impact of market and other economic events may also affect a Fund's ability to raise funding to support its investment objective.

***Valuation of Investments.*** There is not expected to be an actively traded market for most of the securities owned by the Funds. When estimating fair value, a Fund's general partner will apply a methodology it determines to be appropriate based on accounting guidelines and the applicable nature, facts and circumstances of the respective investments. However, the process of valuing securities for which reliable market quotations are not available is based on inherent uncertainties and the resulting values may differ from values that would have been determined had an active market existed for such securities and may differ from the prices at which such securities ultimately may be sold. The exercise of discretion in valuation by a Fund's general partner may give rise to conflicts of interest, including in connection with determining the amount and timing of distributions of Carried Interest and the calculation of Management Fees. There can be no assurance that the valuation decision of a Fund's general partner with respect to an investment will represent the value realized by the relevant Fund on the eventual disposition of such investment or that would, in fact, be realized upon an immediate disposition of such investment on the date of its valuation.

***Cybersecurity Risks.*** 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 cybersecurity risks may be the subject of civil litigation or regulatory or other action. Any of such 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 Kinderhook or one of its service providers holding its financial or investor data, Kinderhook, its affiliates or the Funds may also be at risk of loss, despite efforts to prevent and mitigate such risks.

## **Conflicts of Interest**

Kinderhook and its related entities engage in a broad range of advisory and non-advisory activities, including investment activities for their own accounts and for the accounts of other Funds, and providing transaction-related, legal, management and other services to Funds and portfolio companies. Kinderhook 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 Partnership Agreement, although the Funds and their respective investments will place varying levels of demand on these over time. In the ordinary course of Kinderhook conducting its activities, the interests of a Fund may conflict with the interests of Kinderhook, one or more other Funds, portfolio companies or their respective affiliates. Certain of these conflicts of interest are discussed herein. As a general matter, Kinderhook 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 boards of the participating Funds.

Until such time as Kinderhook is permitted under a Fund's Partnership Agreement to raise a successor investment fund to such Fund, Kinderhook generally will pursue substantially all appropriate investment opportunities that meet the investment criteria of such Fund for the benefit of such Fund, subject to certain limited exceptions set forth in such Fund's Partnership Agreement and Kinderhook's allocation policies. However, Kinderhook currently manages, and expects in the future to manage, several other investment funds and investments similar to those in which a Fund will be investing, and may direct certain relevant investment opportunities to those investment funds and investments. Kinderhook's investment staff will continue to manage and monitor such investment funds and investments. The significant investment of the Principals in the Funds, as well as Kinderhook's interest in the Carried Interest, operate to align, to some extent, the interests of Kinderhook with the interests of the Funds and the limited partners, although Kinderhook has economic interests in such other investment funds and investments as well and receives management fees and carried interest relating to certain of these other interests. Such other investment funds and investments that Kinderhook may control or manage may compete with one or more of the Funds or companies acquired by the Funds. Following the commitment period of a Fund, Kinderhook may and likely will focus its investment activities on other opportunities and areas that may or may not be related to such Fund's investments.

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

Kinderhook must first determine which Fund(s) will, or are required to, participate in the relevant investment opportunity. Kinderhook generally assesses whether an investment opportunity is appropriate for a particular Fund based on the Fund's Partnership Agreement, as well as factors including but not limited to: such Fund's investment restrictions and objectives (including those set forth in such Fund's Partnership Agreement, where applicable), strategy, risk profile, time horizon, tax sensitivity, asset composition, diversification limitations, cash level (if any), applicable tax and regulatory considerations, life cycle, structure and other relevant factors. 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 Kinderhook in the manner set forth in the relevant Partnership Agreements and Kinderhook's allocation policy. Kinderhook will determine the allocation of investment opportunities among Funds in a manner that it believes is fair and equitable consistent with Kinderhook's obligations and may take into consideration factors such as those set forth above.

Following such determination of allocation among Funds, Kinderhook 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' Partnership Agreements, Side Letters and Kinderhook's procedures regarding allocation. Kinderhook's procedures permit it to take into consideration a variety of factors in making such determinations, including but not limited to: expressed interest in co-investment opportunities; expertise of the prospective co-investor in the industry to which the investment opportunity relates; perceived ability to quickly execute on transactions; tax, regulatory, securities laws and/or other legal considerations (e.g., qualified purchaser or qualified institutional buyer status); confidentiality concerns that may arise in connection with providing the prospective co-investor with specific information relating to the investment opportunity; perceived ease of process in coordinating or completing the investment with the prospective co-investor or co-investors similar thereto; Kinderhook's perception of whether the investment opportunity may subject the prospective co-investor to legal, regulatory, reporting, or other burdens that make it less likely that the prospective co-investor would act upon the investment opportunity if offered or would impair Kinderhook's ability to execute the relevant transaction in the desired time or on desired terms; size of the investment allocation and practicality of dividing it up among multiple co-investors; lender requirements; perceived public relations and reputational benefits or costs; and whether Kinderhook believes that allocating investment opportunities to an investor or person will help establish, recognize, strengthen and/or cultivate relationships that have the potential to provide longer-term benefits to the relevant portfolio company, other portfolio companies, the Funds or Kinderhook. Although a prospective co-investor's willingness to invest in future Funds may be considered by Kinderhook, it generally will not be the sole determining factor considered by Kinderhook in identifying co-investors. Kinderhook may grant certain third-party investors the opportunity to evaluate specified amounts of prospective co-investments in portfolio companies or otherwise to have priority in co-investment opportunities. Kinderhook endeavors to remain informed regarding investor interest in co-investments.

Furthermore, decisions regarding whether and to whom to offer co-investment opportunities may be made by Kinderhook or its related persons in consultation with other participants in the relevant transactions, such as a co-sponsor. Co-investment opportunities may, and typically will, be offered to some and not to other Kinderhook 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 Kinderhook make capital investments in or alongside certain Funds, Kinderhook is subject to conflicting interests in connection with these investments. There can be no assurance that any Fund's return from a transaction would be equal to and not less than another Fund participating in the same transaction or that it would have been as favorable as it would have been had such conflict not existed.

Kinderhook'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 Kinderhook 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 Kinderhook may be subject, discussed herein, did not exist.

In certain cases, Kinderhook will have the opportunity (but, subject to any applicable restrictions or procedures in the relevant Partnership Agreement, no obligation) to identify one or more secondary transferees of interests in a Fund. In such cases, Kinderhook will not receive compensation for identifying such transferees, and will use its discretion to select such transferees based on suitability and other factors, and unless required by the relevant 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. Kinderhook 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 Partnership Agreements of the Funds, Kinderhook 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, Kinderhook 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 Kinderhook 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 the 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 greater benefit to a Fund or Kinderhook. 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. Additionally, a Fund may be required to bear all costs, expenses, liabilities and obligations relating to any unconsummated investment that might have been allocated to one or more persons co-investing in such proposed investment had the proposed investment been consummated, irrespective of whether any such co-investor or potential co-investor had been identified prior to such time that such proposed investment was not consummated or any determination had been made by Kinderhook regarding any co-investment opportunities with respect to such proposed investment.

As a result of the Funds' controlling interests in portfolio companies, Kinderhook typically has the right to appoint portfolio company board members (including current or former Kinderhook 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 Kinderhook in connection with services provided by Kinderhook and its affiliates to such portfolio company, and, except to the extent such amounts are subject to the Partnership Agreements' offset provisions, are in addition to the Management Fees or Carried Interest discussed herein. Kinderhook's authority to appoint or influence the appointment of portfolio company board members who may be involved in approving compensation payable to Kinderhook subjects Kinderhook and any such portfolio company board appointees to potential conflicts of interest. Although the interests of the Funds and their portfolio companies typically are closely aligned, in certain limited circumstances, actions that may be in the best interest of a portfolio company may not be in the best interest of the relevant Fund, and vice versa. Kinderhook personnel serving on the boards of portfolio companies will consider all relevant facts before coming to a decision or making a recommendation.

Additionally, a portfolio company typically will reimburse Kinderhook or service providers retained at Kinderhook's discretion for expenses (including without limitation travel expenses) incurred by Kinderhook or such service providers in connection with the performance of services for such portfolio company. This subjects Kinderhook 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. Kinderhook determines the amount of these reimbursements for such services in its own discretion, subject to its internal reimbursement policies and practices. Although the amount of individual reimbursements typically is not disclosed to investors in any Fund, their effect is reflected in each Fund's audited financial statements, and any fee paid or expense reimbursed to Kinderhook or such service providers generally is subject to: agreements with sellers, buyers and management teams; the review and supervision of the board of directors of or lenders to portfolio companies; and/or third party co-investors in its transactions. These factors help to mitigate related conflicts of interest.

Kinderhook generally exercises discretion to recommend to a Fund or to a portfolio company thereof that it contract for services with (i) Kinderhook or a related person (which may include a portfolio company of such Fund), (ii) an entity with which Kinderhook or its (current or former) personnel have a relationship or from which Kinderhook or its personnel otherwise derive financial or other benefit or (iii) certain limited partners or their affiliates. For example, Kinderhook 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 Kinderhook to conflicts of interest, because although Kinderhook selects service providers that they believe are aligned with operational strategies and will enhance portfolio company performance and, relatedly, returns of the relevant Fund, Kinderhook may have an incentive to recommend the related or other person because of its financial or other business interest. There is a possibility that Kinderhook, 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 Kinderhook), 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

Kinderhook has a relationship or receive 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 lesser cost.

Although uncommon, from time to time Kinderhook may cause a Fund to enter into a transaction whereby the Fund purchases securities from, or sells securities to, other Funds managed by Kinderhook, or co-investors or co-investment vehicles. 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' Partnership Agreements or otherwise in the sole discretion of Kinderhook, Kinderhook may seek to mitigate such conflicts by seeking the opinion of an unaffiliated third party (including the use of a consultant or investment banker to opine as to the fairness of a purchase or sale price) or by obtaining the consent of the relevant Fund(s) (including, where authorized, the consent of each Fund's advisory board) to such transactions. In certain circumstances, Kinderhook 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. Kinderhook 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 Kinderhook 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 liability among Funds. In each such case, Kinderhook 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.

Kinderhook may also, from time to time, employ personnel with pre-existing ownership interests in, or who were employed by, portfolio companies owned by the Funds or other investment vehicles advised by Kinderhook; conversely, current or former personnel or executives of Kinderhook may serve in significant management roles at portfolio companies or service providers recommended by Kinderhook. Similarly, Kinderhook and/or its 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, Kinderhook and/or the Funds or other investment vehicles it advises. Kinderhook 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 Kinderhook information about markets and industries in which Kinderhook operates (or is contemplating operations) or will provide other services that are beneficial to Kinderhook. Kinderhook may have a conflict of interest in making such recommendations, in that Kinderhook has an incentive to maintain goodwill between itself 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.

In certain circumstances, current or former Kinderhook personnel may serve in interim or part-time roles at a portfolio company, or may provide services to a portfolio company as a secondee or in similar capacities, while maintaining certain benefits, support services or indicia of employment at Kinderhook. Under such arrangements, Kinderhook and/or the relevant portfolio company may pay all or a portion of the personnel costs of such employee, or supervise or oversee such employee. These arrangements have the potential to create conflicts of interest, in that amounts paid by a portfolio company in connection with secondee relationships will not result in additional offsets to the Management Fee. Due to the nature of secondee relationships, which are often initiated to meet a temporary portfolio company need, the arrangements between such employees and the related portfolio company are expected to change over time, and in many cases will be terminated when the portfolio company is sold. Employees may or may not return to Kinderhook at the end of such secondee arrangement.

Kinderhook and its Principals, equity holders, officers, and employees may buy or sell securities or other instruments that Kinderhook has recommended to a Fund. In addition, the Principals may buy securities in transactions offered to but rejected by a Fund. Such transactions are subject to any restrictions in the Fund's Partnership Agreement and any policies and procedures set forth in Kinderhook's Code of Ethics. The investment policies, fee arrangements and other circumstances of these investments may vary from those of any Fund. Employees and related persons of Kinderhook 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 Kinderhook, are reimbursed by a Fund and/or its portfolio companies, Kinderhook may not necessarily seek out the lowest cost options when incurring (or causing a Fund or its portfolio companies to incur) such expenses.

In addition, as described above, portfolio companies (and, to a lesser extent, the Funds) typically pay certain fees to Operating Partners and other consultants (including consultants introduced or arranged by Kinderhook and/or its affiliates that may regularly provide services to one or more portfolio companies), and such fees do not offset the Management Fees as described herein. Operating Partners may make use of Kinderhook's resources or otherwise be associated with Kinderhook. Kinderhook and/or its affiliates may agree to compensate certain of such persons to the extent portfolio company-related compensation falls below certain specified levels on an aggregate annualized basis, or provide other compensation. Operating Partner compensation is expected to include cash fees, securities of a portfolio company and/or a share of proceeds upon sale of a portfolio company. Additionally, portfolio companies may provide opportunities for

Operating Partners to invest in such portfolio company and reimburse costs and expenses incurred by Operating Partners. Operating Partners also may have a limited partner interest in one or more Funds or general partners, may receive remuneration from Kinderhook and/or the Funds or their affiliates and/or be entitled to other forms of compensation. Such investment opportunities, reimbursements and other compensation paid to an Operating Partner will not offset the Management Fee of any Fund as described herein. Although the use of Operating Partners and the allocation of compensation paid to them by the portfolio companies may subject Kinderhook and/or its affiliates to potential conflicts of interest, Kinderhook believes that such potential conflicts may be reduced by the anticipated cost savings to portfolio companies (which is expected to be to the benefit of the applicable Fund(s)) that will result if the cost of the Operating Partner is lower than market rates for the services provided and/or if the quality of the services of the Operating Partner makes a greater contribution to the success of the portfolio company. Although Kinderhook seeks to retain Operating Partners with a view to reducing costs to portfolio companies (and, ultimately, the Funds) and/or improving portfolio company performance, a number of factors may result in limited or no cost savings from such retention. Kinderhook also seeks to reduce potential conflicts of interest resulting from such arrangements by structuring compensation packages for such persons in a manner that Kinderhook believes will align such persons' interests with those of the Funds' limited partners.

Because Kinderhook's Carried Interest is based on a percentage of net realized profits, it may create an incentive for Kinderhook to cause a Fund to make riskier or more speculative investments than would otherwise be the case. Also, 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 Kinderhook may not otherwise have done so.

Since Kinderhook is permitted to retain certain Portfolio Company Fees (as described under "Fees and Compensation") in connection with Fund investments, Kinderhook could have a conflict of interest in connection with approving transactions and setting such compensation. Additionally, Kinderhook, its personnel, affiliates or others designated by Kinderhook 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 relevant Partnership Agreements are applied, Kinderhook and/or such other recipients will be permitted to retain such securities as Portfolio Company 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 Kinderhook) or retain such securities for a period consistent with their own financial and investment objectives, which may differ from those of the relevant Fund.

Kinderhook may enter into Side Letter arrangements with certain investors in a Fund, providing such investors with different or preferential rights or terms, including but not limited to different fee structures, information rights, co-investment rights, and liquidity or transfer rights.

Kinderhook has incentives to use or to recommend products or services of one portfolio company to another, which may involve fees, commissions, servicing payments or other compensation. Potential conflicts of interest arise in making such recommendations, as Kinderhook has incentives to maintain goodwill between it and its former, existing and prospective

portfolio companies, and as a result the products or services recommended may not necessarily be the best or lowest cost option. From time to time Kinderhook and its affiliates and personnel, and persons selected by them, expect to receive the benefit of “friends and family” and similar discounts from portfolio companies owned by the Funds under which such portfolio companies make their goods and/or services available at reduced rates. Because its portfolio companies offer such discounts to customers other than Kinderhook and such persons as part of their standard commercial practices in an effort to expand their respective customer bases, Kinderhook believes that the potential for conflicts of interest relating to such discounts is mitigated. Kinderhook, its affiliates and personnel generally refrain from requesting or negotiating for such discounts in the ordinary course. Discounted prices or better terms offered by a portfolio company to Kinderhook, any other portfolio company or third parties may affect the returns of the portfolio company.

Any of these situations subjects Kinderhook and/or its affiliates to potential conflicts of interest. Kinderhook will attempt to resolve such conflicts of interest in light of its obligations to investors in its Funds and any other investment vehicles managed by Kinderhook, 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, Kinderhook will review the circumstances of such investment or relationship with a view to addressing and reducing the potential for conflict. Where necessary, Kinderhook consults and receives consent to conflicts from an advisory board consisting of the limited partners of the relevant Fund(s) and such other investment vehicles.

### **DISCIPLINARY INFORMATION**

Kinderhook 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**

Kinderhook is affiliated with other investment advisers registered with the SEC under the Advisers Act pursuant to the registration of Kinderhook Industries in accordance with SEC guidance. These affiliated investment advisers operate as a single advisory business together with Kinderhook Industries and serve as managers or general partners of the Funds and other pooled vehicles and generally share common owners, officers, partners, employees, consultants or persons occupying similar positions.

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

Kinderhook has adopted the Kinderhook Code of Ethics and Securities Trading Policy and Procedures (the “**Code**”), which sets forth standards of conduct that are expected of Kinderhook Principals and employees and addresses conflicts that arise from personal trading. The Code requires certain Kinderhook personnel to report their personal securities transactions, prohibits or requires pre-clearance for Kinderhook personnel from directly or indirectly acquiring beneficial ownership or disposing of securities in an initial public offering, and prohibits Kinderhook personnel from directly or indirectly acquiring beneficial ownership of certain securities, without first obtaining approval from the Kinderhook Chief Compliance Officer. In addition, the Code



requires such personnel to comply with procedures designed to prevent the misuse of, or trading upon, material non-public information. A copy of the Code will be provided to any investor or prospective investor upon request to the Kinderhook Chief Compliance Officer, at (212) 201-6780. 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.

Kinderhook and its affiliated persons may come into possession, from time to time, of material non-public 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, Kinderhook and its 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 Kinderhook.

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

Principals and employees of Kinderhook and its affiliates generally directly or indirectly own an interest in Funds, including the Funds or certain co-investment vehicles. To the extent that co-investment vehicles exist, such vehicles may invest in one or more of the same portfolio companies as the Funds. Co-invest opportunities may also be presented to certain affiliates of Kinderhook, as well as third party investors, Operating Partners and other persons, and such co-investments may be effected through co-investment vehicles or directly in a particular portfolio company. Such co-investment opportunities generally will be allocated in the manner described under "Methods of Analysis, Investment Strategies and Risk of Loss."

Kinderhook and its affiliates, Principals and employees may carry on investment activities for their own accounts 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.

From time to time, Kinderhook may advance funds on behalf of a Fund and contribute such amounts to the relevant Fund as a special interim capital contribution for investment, to be redeemed at a later date. A yield amount in connection with such borrowing typically is borne by the relevant Fund, consistent with the Partnership Agreement of such Fund and the expense policy described under "Fees and Compensation." In borrowing on behalf of a Fund, Kinderhook 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 relevant Fund's preferred return, is expected to have incentives to cause the 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 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 called capital, and thus could result in the relevant general partner receiving Carried Interest sooner than it would without borrowing. In addition, when the Management Fee is 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.

Kinderhook will effect such borrowings in a manner it believes to be fair and equitable to such Fund and consistent with Kinderhook's obligations under the Partnership Agreement.

### **BROKERAGE PRACTICES**

Kinderhook focuses on securities transactions of private companies and generally purchases and sells such companies through privately-negotiated transactions in which the services of a broker-dealer may be retained. However, Kinderhook 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 Kinderhook does not intend to regularly engage in public securities transactions, to the extent it does so, it follows the brokerage practices described below.

If Kinderhook sells publicly traded securities for a Fund, it is responsible for directing orders to broker-dealers to effect securities transactions for accounts managed by Kinderhook. In such event, Kinderhook will seek to select brokers on the basis of best price and execution capability. In selecting a broker to execute client transactions, Kinderhook 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.

Kinderhook has 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 Kinderhook generally seeks competitive commission rates, it 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 Kinderhook seeking to obtain best execution, brokerage commissions on client transactions may be directed to brokers in recognition of research furnished by them, although Kinderhook generally does not make use of such services at the current time and has 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 Kinderhook's Funds. However, each and every research service may not be used for the benefit of each and every Fund managed by Kinderhook, and brokerage commissions paid by one Fund may apply towards payment for research services that might not be used in the service of such Fund. Research services may be shared among Kinderhook and its affiliates.

Kinderhook does not employ any agreement or formula for the allocation of brokerage business on the basis of research services; however, Kinderhook may, in its discretion, cause the 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 Kinderhook has 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, Kinderhook would not be required to place or attempt to place a specified dollar value on the brokerage or research services provided by such broker.

Kinderhook will periodically determine which brokers have provided research that has been helpful in the management of the Funds. To the extent consistent with Kinderhook's goal to obtain best execution for the Funds, Kinderhook may seek to place a portion of the trades that it directs with the brokers who are identified through this process.

To the extent that Kinderhook 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 Funds' interest in receiving most favorable execution.

Kinderhook does not anticipate engaging in significant public securities transactions; however, to the extent that Kinderhook engages 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 Funds are completed independently, Kinderhook may also purchase or sell the same securities or instruments for several Funds simultaneously. From time to time, Kinderhook may, but is 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 Fund of Kinderhook is favored over any other Fund. When an aggregated order is filled in its entirety, each participating Fund generally will receive the average price obtained on all such purchases or sales made during such trading day. To the extent such orders are not batched, they may have the effect of increasing brokerage commissions or other costs.

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

Each 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 Funds over time.

In Kinderhook's private company securities transactions on behalf of the Funds, Kinderhook may retain one or more broker-dealers or investment banks, the costs of which will be borne by the relevant Fund and/or its portfolio companies. In determining to retain such parties, Kinderhook may consider a variety of factors, including: (i) capabilities with respect to the type of transaction being contemplated; (ii) commissions or fees charged; (iii) reputation of the firm being considered; and (iv) responsiveness to requests for information. As a result, although Kinderhook generally will seek reasonable rates for such services, the market for such services involves more subjective evaluations than public securities brokerage transactions, and the Funds may not pay the lowest commission or fee for such services.

## **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, Kinderhook closely monitors companies in which the Funds invest, and the Kinderhook Chief Compliance Officer periodically checks to confirm that each 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**

Kinderhook and/or its affiliates may provide certain business or consulting services to companies in a Fund's portfolio and may receive compensation from these companies in connection with such services. As described in the applicable Fund's Partnership Agreement, this compensation may, in many cases, offset a portion of the Management Fees paid by such Fund. 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. See "Fees and Compensation."

From time to time, Kinderhook may enter into solicitation arrangements pursuant to which it compensates third parties for referrals that result in a potential limited partner becoming a limited partner in a Fund. Any fees and expenses payable to any such placement agents will be borne by Kinderhook indirectly through an offset against the Management Fee, although related expenses incurred pursuant to the relevant placement agent or similar agreement, including but not limited to placement agent travel, meal and entertainment expenses, typically are borne by the relevant Fund(s).

## **CUSTODY**

Kinderhook maintains custody of the Funds' assets held in each Fund's name with qualified custodians. The Funds are subject to an annual GAAP audit and financials are sent to investors in the Funds.

## **INVESTMENT DISCRETION**

Kinderhook has discretionary authority to manage the investments on behalf of the applicable Fund pursuant to the respective Partnership Agreements described under "Advisory Business." As a general policy, Kinderhook does not allow clients to place limitations on this authority. Pursuant to the terms of the Partnership Agreements, however, Kinderhook may enter into Side Letter arrangements with certain limited partners whereby the terms applicable to such limited partners' investment in a Fund may be altered or varied, including, in some cases, the right to opt-out of certain investments for legal, tax, regulatory or other similar reasons. Kinderhook assumes this discretionary authority pursuant to the terms of the Partnership Agreement and powers of attorney executed by the limited partners of the Funds.

## **VOTING CLIENT SECURITIES**

Kinderhook has adopted the Proxy Voting Policies and Procedures (the "**Proxy Policy**") to address how they will vote proxies, as applicable, for each Fund's portfolio investments. The Proxy Policy seeks to ensure that Kinderhook votes proxies (or similar instruments) in the best interest of the Funds, including where there may be material conflicts of interest in voting proxies. Kinderhook 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 Kinderhook may address the conflict using several alternatives, including by seeking the approval or concurrence of a Fund's advisory board on the proposed proxy vote or through other alternatives set forth in the Proxy Policy. Additionally, a Fund's advisory board may approve Kinderhook's vote in a particular solicitation. Kinderhook does not consider service on portfolio company boards by Kinderhook 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 Kinderhook when voting proxies on behalf of the Funds. If you would like a copy of Kinderhook's complete Proxy Policy or information regarding how Kinderhook voted proxies for particular portfolio companies, please contact the Kinderhook Chief Compliance Officer, at (212) 201-6780, and it will be provided to you at no charge.

## **FINANCIAL INFORMATION**

Kinderhook 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.