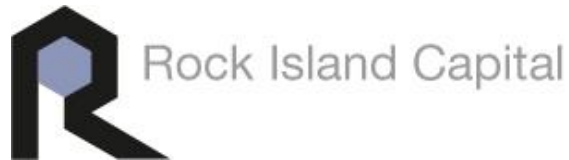


Item 1 – Cover Page

Form ADV Parts 2A and B: FIRM BROCHURE



ROCK ISLAND CAPITAL, LLC

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March 28, 2019

This Brochure provides information about the qualifications and business practices of Rock Island Capital, LLC (“RIC” or the “Firm”). If you have any questions about the contents of this Brochure, please contact us at (630) 413-9137 or mietus@rockislandcapital.com. The information in this Brochure has not been approved or verified by the United States Securities and Exchange Commission (“SEC”) or by any state securities authority.

RIC is a registered investment adviser. Registration of an investment adviser with the SEC does not imply a certain level of skill or training.

Additional information about RIC is available on the SEC’s website at www.adviserinfo.sec.gov.

Item 2 – Material Changes

Since RIC's last annual brochure (the "Brochure") filed March 29, 2018, the Firm filed an other-than-annual amendment to its ADV Part 1 on November 13, 2018 to update the Firm's principal owners. In addition, since the Firm filed its last annual Brochure amendment, RIC launched the following new funds as disclosed in the Firm's ADV Part 1: Rock Island Capital Fund III, L.P. and its parallel fund, Rock Island Capital Fund III-A, L.P.

RIC routinely makes changes throughout its Brochure to improve and clarify the descriptions of its business practices and compliance policies and procedures or in response to evolving industry and Firm practices. In this year's filing, the following Items have been updated, in addition to certain immaterial changes and/or conforming changes related to the following:

- Item 4: updated to reflect regulatory assets under management as of December 31, 2018;
- Item 5: updated description of certain fees and expenses with the addition of the new funds;
- Item 6: updated description of carried interest allocations with the addition of the new funds;
- Item 8: updated description of risk factors and potential conflicts of interest with the addition of the new funds; and
- Item 14: updated disclosures regarding the use of a placement agent.

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Item 4 – Advisory Business

Firm Description

Founded in 2005, Rock Island Capital, LLC (together with its fund general partners (unless otherwise specified), “RIC” or the “Firm”) is a private equity firm that invests in lower middle market companies to support their ownership transition and growth strategies. RIC invests in both majority and minority equity positions through recapitalizations, management buyouts and growth equity opportunities. The Firm targets manufacturing, distribution and service companies primarily based in the United States and Canada, with initial enterprise values up to \$75 million and revenue ranging from \$10 million to \$150 million. RIC invests in profitable companies and does not invest in companies whose primary business is real estate or the exploration of natural resources.

RIC serves as the investment manager to the following private funds: Rock Island Capital Fund I, L.P. (“RIC Fund I”); Rock Island Capital Q Fund I, L.P. (the “RIC Q Fund I” and together with RIC Fund I, “Fund I”); Rock Island Capital Fund II, L.P. (“Fund II”); Rock Island Capital Fund III, L.P. (“RIC Fund III”); and Rock Island Capital Fund III-A, L.P. (“RIC Fund III-A” and together with RIC Fund III, “Fund III”). RIC also manages special purpose vehicle investments created to facilitate an investment in a single portfolio company along with a Fund (collectively referred to herein as the “SPVs,” and collectively with Fund I, Fund II and Fund III, the “Funds” unless otherwise specified or as the context requires). An SPV pools together money from a Fund and other eligible investors who are referred to herein as “co-investors” (and together with investors in the Funds “limited partners” unless otherwise specified).

The general partners (“General Partners”) of each Fund are affiliated with RIC and are deemed to be registered under the Investment Advisers Act of 1940, as amended, (“Advisers Act”), pursuant to RIC’s registration in accordance with SEC guidance. Each General Partner has the authority to make investment decisions on behalf of the applicable Fund. While the General Partners maintain ultimate authority over the respective Funds, RIC has been delegated the role of investment adviser. For more information about the Funds and General Partners, please see RIC’s Form ADV Part 1, Schedule D, Section 7.A. and Section 7.B.(1).

RIC provides investment advisory services as a private equity fund manager to its Funds. Interests in the Funds are privately offered to qualified investors in the United States and elsewhere. The Funds generally invest in non-public operating companies through privately negotiated transactions. RIC’s investment advisory services to the Funds consist of identifying and evaluating investment opportunities, negotiating the terms of investments, managing and monitoring investments and ultimately selling such investments. When such investments consist of portfolio companies, RIC’s principals or other personnel and/or third parties appointed by RIC (including Operating Advisors, as described below) will generally serve on such portfolio companies’ respective boards of directors or otherwise act to influence control over management of portfolio companies held by the Funds.

The Firm's advisory services for each Fund are detailed in the applicable offering memorandum, limited partnership agreements (or similar agreement), investment advisory agreement, side letters and other governing documents of the relevant Fund (collectively, "Governing Documents"), and are further described below in Item 8. The Firm's investment advice and authority for each Fund is tailored to the investment objectives of that Fund; RIC does not tailor its advisory services to the individual needs of limited partners in its Funds.

Limited partners in the Funds participate in the overall investment program for the applicable Fund, and generally cannot be excused from a particular investment except pursuant to the terms of the relevant Governing Documents. The Firm has, in its sole discretion, entered into side letters or similar agreements with certain limited partners that have the effect of establishing rights under, altering or supplementing, a Fund's Governing Documents. Such rights include certain fee arrangements, co-investment rights and timing of capital calls, among others. Side letters are negotiated at the time of the relevant limited partner's capital commitment, and once invested in a Fund, limited partners generally cannot impose additional investment guidelines or restrictions on such Fund.

RIC does not participate in wrap fee programs.

As of December 31, 2018, RIC had regulatory assets under management of \$406,227,000, all of which are managed on a discretionary basis. RIC does not manage any investments on a non-discretionary basis.

Principal Owners/Ownership Structure

Rock Island Capital, LLC is owned by its three principals, Alfred Mattaliano, Michael Nugent and Brian Bastedo. For more information about RIC's owners and executive officers, see RIC's Form ADV Part 1, Schedule A.

Item 5 – Fees and Compensation

The specific manner in which RIC charges fees is established in the relevant Fund's Governing Documents. Differences exist from Fund to Fund, and certain Funds do not charge certain fees, compensation or expenses that other Funds charge, or can charge them in different amounts. At its discretion, RIC is permitted to waive all or a portion of its management fee for a particular limited partner, including principals and employees and their respective family and Operating Advisors. Limited partners should refer to the applicable Governing Documents for a complete understanding of how RIC is compensated for its advisory services. The information contained herein is a summary only and is qualified in its entirety by such documents.

Management Fees

Fund I

Fund I no longer pays management fees.

Fund II

Fund II pays RIC a quarterly management fee in advance. As described in more detail in Fund II's limited partnership agreement, management fees are calculated based on 2.5% per annum of aggregate limited partner capital commitments, less 50% of any portfolio company remuneration (as described below) received by RIC. After the occurrence of the earliest of: (i) the sixth anniversary of the Fund's initial closing, (ii) the date RIC begins to accrue management fees with respect to a successor fund, or (iii) the date a Fund is fully invested or committed, management fees will be calculated based on 2.5% per annum of aggregate limited partner capital contributions for portfolio investments less realizations, write downs and write offs. Additionally, at a specified point in time, Fund II's management fee will annually decrease by fifty basis points, but in no event will the management fee be reduced below 1.5% per annum less 50% of any portfolio company fees. Fund II reached the sixth anniversary of the Fund's initial closing in 2018 and therefore triggered the rate reduction mentioned above.

Management fees for Fund II will generally be reduced (but not below zero) by each Fund's share of (i) organizational expenses in excess of \$250,000 and (ii) 50% of directors' fees, transaction fees, investment banking fees, monitoring fees, advisory fees, break-up fees or similar fees received for the quarterly period immediately preceding the quarterly period in which such fee was received.

In the event that the aggregate amount of such fees to be applied against the management fee exceeds the management fee for the immediately succeeding quarterly period, such excess shall be carried forward to reduce the management fee payable in following quarterly periods. To the extent any such excess remains unapplied upon termination of Fund II, each limited partner shall receive its pro rata share (based on capital commitments) of such unapplied excess.

Fund III

Management fees for Fund III are calculated with respect to each limited partner (other than those whose fees are waived by the General Partner in its sole discretion) and payable quarterly in advance, beginning as of the Funds' initial closing date, in an amount equal to 2.25% per annum of the capital commitment of such limited partner. After the earliest to occur of: (i) the permanent expiration or termination of the investment period, (ii) the date RIC, the General Partner or an affiliate begins to accrue management fees from a successor fund, and (iii) the date that Fund III is fully invested or committed in the good faith judgment of the General Partner and including reserves for expenses, obligations, liabilities and follow-on investments, the management fee with respect to each limited partner will be 2% per annum of such limited partner's aggregate capital contributions in respect of portfolio investments, less such limited partner's share (based on relative capital commitments) of the (x) cost of all portfolio securities that have been fully realized and disposed of, (y) the cost basis of portfolio investments that have been written off, and (z) the cost basis of a portfolio investment that has been written down due to a permanent impairment of value, in each case, as determined on the first day of the period with respect to which a determination is being made. Management fees for Fund III will be paid until the one-year anniversary of the expiration of Fund III's term, unless otherwise approved by such Fund's advisory board pursuant to the Governing Documents.

Management fees for Fund III will generally be reduced (but not below zero) by each Fund's share of (i) placement agent fees paid by such Fund, (ii) organizational expenses in excess of \$750,000, and (iii) 50% of directors' fees (including fees derived from a position with similar status or functions in respect of a limited liability company), officers' fees, monitoring fees (including termination fees), advisory fees (including, in each case, on an accelerated basis), management fees, consulting fees, transaction fees, commitment fees, investment banking fees, exit fees, break-up fees or similar fees, net of unreimbursed expenses. Further, for a Fund III portfolio company, RIC has an arrangement in place with the CEO of one portfolio company whereby monitoring fees paid by the portfolio company are shared with the CEO, resulting in a reduction to the overall offset to Management Fees of Fund III.

In the event that the aggregate amount of such fees to be applied against the management fee exceeds the management fee for the immediately succeeding quarterly period, such excess shall be carried forward to reduce the management fee payable in following quarterly periods until such net remuneration has been fully utilized. To the extent any such excess remains unapplied upon termination of Fund III, each limited partner shall receive its pro rata share (based on capital commitments) of such unapplied excess unless a limited partner has elected to forego the right to receive its share of any such offset.

SPVs

Limited partners in RIC's SPVs do not pay management fees and therefore any management fee reductions and offsets described herein are not applicable to such SPVs.

Payment of the Management Fee

Installments of the management fee payable for any period other than a full calendar quarter are adjusted on a pro rata basis according to the actual number of days in such period. Management and other fees are paid either as a result of a capital call notice to limited partners, as a portfolio company expense, as a Fund expense or deducted from distributions to limited partners. All management fees were negotiated with limited partners during the fundraising period of the applicable Fund and are not subject to negotiation thereafter. The Funds are closed-ended investment vehicles intended for a long-term investment. Accordingly, management fees are expected to be paid, except as otherwise described in the relevant Fund Governing Documents, and limited partners generally are not permitted to withdraw or redeem interests in the Funds.

Portfolio Company Remuneration

As referenced above, RIC and its affiliates receive portfolio company fees from the portfolio companies held by the applicable Fund(s). Specifically, for Fund II, the General Partner or its affiliates may charge its respective Fund II portfolio companies directors' fees and any transaction, investment banking, monitoring, advisory, break-up or similar fees.

For Fund III, the General Partners or its affiliates may charge its respective Fund's portfolio companies directors' fees (including fees derived from a position with similar status or functions in

respect of a limited liability company), officers' fees, monitoring fees (including termination fees) and advisory fees (including, in each case, on an accelerated basis), management fees, consulting fees, transaction fees, commitment fees, investment banking fees, exit fees, break-up fees or similar fees, (whether in the form of cash, securities or otherwise and excluding any reimbursement of out-of-pocket expenses, including taxes, and broken deal expenses not otherwise reimbursed, if any). Such portfolio company remuneration shall be used first to repay any broken deal expenses or other transaction expenses advanced by RIC on behalf of Fund III and not reimbursed by Fund III or a third party.

As described above, an amount equal to 50% of all such fees received (net of any related expenses in the case of Fund III) will be applied to reduce the management fee otherwise payable by each Fund. For both Fund II and Fund III, excluded from such portfolio company fees are fees for services paid to Operating Advisors (as defined below) and other non-employees of RIC.

In addition, each portfolio company typically pays for or reimburses RIC for the travel of RIC employees to visit such portfolio company. Any reimbursement by a portfolio company of out-of-pocket expenses incurred by RIC, a General Partner, or their respective affiliates will not be offset against the management fee payable by the Funds.

To the extent that a Fund invests in a portfolio company investment alongside another Fund or any other entity or individual (*i.e.*, through an SPV), any portfolio company remuneration will generally be allocated among such Fund(s) and/or co-investors in proportion to the cost of the investment or potential investment in the portfolio company held (or committed to be held) by each (although as between RIC Fund III and RIC Fund III-A such allocation may be pro rata based on the management fees allocable to each such Fund for the fiscal period in which the portfolio company remuneration reduction occurs). Accordingly, a Fund will, in most cases, only benefit from the management fee reduction described above with respect to its allocable portion of any such portfolio company remuneration and not the portion of any portfolio company remuneration allocable to any other investor in a portfolio company.

With respect to Fund III, monitoring and advisory fees earned by RIC or its affiliates in connection with a Fund's investment in a portfolio investment can be (i) payable as a fixed dollar amount, (ii) determined based on the performance of such portfolio investment, or (iii) calculated as a percentage of EBITDA (or other similar metric). The terms of a monitoring agreement will in certain instances provide for an acceleration of fees paid to RIC or its affiliates upon termination following certain milestones (such as an initial public offering or sale), which in some cases can extend past the term of a Fund. In such instances, RIC will be entitled to or elect to receive a lump-sum termination fee with respect to such arrangements.

Manager Expenses

RIC and its affiliates are responsible for all of their normal overhead expenses attributable to their activities, including salaries, bonuses and employee benefits of their personnel, office expenses and

office rental and utilities, as well as any compliance or related expenses of RIC directly related to its registration as an investment adviser with the SEC.

Fund I and Fund II Expenses

Limited partners in Funds I and II are responsible for the following reasonable costs and expenses associated with the formation, operation, dissolution, winding-up or termination of a Fund: (i) all out-of-pocket expenses associated with the organization of a Fund, up to \$200,000 for Fund I and \$250,000 for Fund II; (ii) ongoing legal, accounting, audit, custodial and other professional fees as well as consulting fees relating to services rendered to the Funds that could not reasonably have been rendered by the General Partner, RIC or their respective affiliates; (iii) banking, brokerage, broken-deal, registration, qualification, finders, depositary and similar fees or commissions; (iv) legal, accounting, due diligence and travel and similar expenses relating directly to a particular transaction; (v) transfer, capital and other taxes, duties and costs incurred in acquiring, holding, selling or otherwise disposing of a Fund's assets; (vi) insurance premiums, indemnifications, costs of litigation and other extraordinary expenses; (vii) costs of financial statements and other reports to limited partners as well as costs of all governmental returns, reports and other filings; (viii) costs of meetings of the limited partners (including the reasonable travel and other out-of-pocket costs incurred by RIC in attending such meetings); (ix) interest expenses; (x) amounts paid to or for the benefit of portfolio companies other than as capital contributions thereto or in exchange for securities issued thereby; (xi) the management fee and all costs associated with the liquidating trust; (xii) costs and expenses incurred by the tax matters partner in its capacity as such; (xiii) and any other expenses not listed above that are not normal operating expenses of RIC and are otherwise permitted by each Fund's limited partnership agreement and relate to a Fund's activities, investment and business (to the extent not borne or reimbursed by a portfolio company).

Any expenses of Fund I and Fund II will generally be borne by the limited partners pro rata in accordance with their respective capital commitments, provided that, in circumstances where RIC reasonably believes that an allocation of expenses pursuant to the foregoing procedure would produce an inequitable result, RIC will allocate such costs, fees and expenses in a manner that it determines is fair and equitable.

Fund III Expenses

Fund III is responsible for all costs, fees, expenses, charges and other obligations related to such Fund and its activities, including, without limitation: (i) all expenses that are attributable to the organization of such Fund, its General Partner, their affiliates and the offering and acceptance of interests in such Fund, including, without limitation, legal, accounting, administrative, filing, printing, marketing, capital raising, regulatory compliance (including pursuant to the Alternative Investment Fund Managers Directive or any similar law, rule or regulation), travel (including business class commercial travel) and travel-related, formation, structuring, and other fees and expenses related to the offering and acceptance of interests in such Fund, as well as placement agent expenses (but excluding any placement fees), up to an aggregate of \$750,000; (ii) the management fee; (iii) any placement fees paid

by such Fund (which are subject to offset against management fees); (iv) fees and expenses associated with the sourcing, diligencing, researching, evaluating, negotiating, structuring, acquiring, holding, monitoring, restructuring and disposing of investments and potential investments (whether or not consummated) (including, without limitation, subscription costs for market or industry research, subscription costs for related software, fees for third party research, data, analytics, modeling, structuring, pricing, execution, service fees (including data feeds, subscriptions, reports and similar items), and the costs of travel (including, as permitted by RIC's policies and procedures, business class travel) and travel-related (*e.g.*, meals and lodging) activities, including for industry conferences); (v) legal, consulting (including fees and expenses of Operating Advisors (as defined below) and similar persons and advisors), investment banking, commercial banking, borrowing, custodial, auditing, accounting, sourcing, valuation, appraisal, administrator (including fees and expenses associated with the Fund's reporting software and limited partner portal), reporting, advisory, finders, lending, underwriting, and other professional service fees and expenses (which can include periodic, performance-based and/or success-based fees) and brokerage fees and commissions; (vi) fees and expenses associated with the preparation of financial statements, tax returns and other filings and Schedules K-1s of such Fund and similar reports for the partners; (vii) fees and expenses related to any actual or threatened litigation, investigation, inquiry, audit, examination, dispute, arbitration or other proceeding involving such Fund, the General Partner, RIC, or their respective affiliates (and their respective officers, partners, members, directors and employees) related to activities of such Fund and any judgments, fines, settlements, awards or damages related thereto; (viii) any taxes, fees or other governmental charges assessed against such Fund; (ix) fees and expenses incurred in connection with any transfer or proposed transfer of interests in the Fund (to the extent not paid by the transferor and/or transferee); (x) fees and expenses incurred in connection with such Fund's legal and regulatory compliance (including legal and regulatory fees and expenses incurred by the General Partner or RIC in connection with such Fund's activities but excluding any compliance or related expenses of RIC directly related to its registration as an investment adviser with the SEC); (xi) fees and expenses incurred in connection with the preparation and submission of filings or reports with the SEC (including, without limitation, Form PF, Section 16 filings, Schedule 13D filings, Schedule 13G filings and any other filings directly or indirectly resulting from an investment by such Fund) and any other national, state, provincial or local regulatory agencies or authorities in any country or territory; (xii) insurance premiums on behalf of such Fund, the General Partner, RIC and their respective affiliates (and their respective officers, partners, members, directors and employees) and premiums for any "key man" insurance; (xiii) payments pursuant or related to indemnification obligations under such Fund's limited partnership agreement; (xiv) fees and expenses incurred in connection with distributions in kind to the limited partners; (xv) fees and expenses incurred in connection with the dissolution, liquidation and final winding up of such Fund; (xvi) fees and expenses incurred in connection with annual or other meetings of the partners and the such Fund's advisory board, whether individually or as a group, and any other conference or meeting with any limited partner(s); (xvii) fees and expenses incurred in connection with a proposed investment that is not ultimately made or a proposed disposition of an investment that is not actually consummated (*e.g.*, broken deal expenses); (xviii) fees and expenses related to unconsummated investments that would have been allocable to co-investors had such investments been made; (xix) fees and expenses incurred in connection with the formation,

organization, management, operation, dissolution, liquidation, and final winding up of any alternative investment vehicle and other intermediate entities; (xx) fees and expenses related to defaults by limited partners in their payment of capital contributions and enforcement costs related thereto; (xxi) fees and expenses incurred in connection with complying with or seeking amendments to, and waivers, consents, decisions or approvals pursuant to, the Governing Documents (including those of any parallel fund, alternative investment vehicle and intermediate entity); (xxii) fees and expenses associated with the preparation, printing and distribution of reports to the limited partners; (xxiii) interest and other fees and expenses incurred in respect of indebtedness (including, without limitation, any credit facility, guarantee, letter of credit or other credit support) made by such Fund, and the costs and expenses of any lenders and other financing sources; and (xxiv) all other ordinary operating costs, fees and expenses and non-recurring or extraordinary costs, fees and expenses attributable to the activities and operations of such Fund, including travel (including, as permitted by RIC's policies and procedures, business class travel) and travel-related expenses incurred in connection with such Fund's affairs.

Any expenses of Fund III will generally be borne by the limited partners pro rata in accordance with their respective capital commitments, provided that, in circumstances where RIC reasonably believes that an allocation of expenses pursuant to the foregoing procedure would produce an inequitable result, RIC will allocate such costs, fees and expenses in a manner that it determines is fair and equitable.

SPV Expenses

In certain cases, an SPV will be formed to facilitate investments alongside with a Fund in connection with the consummation of a transaction in a single portfolio company. In the event an SPV is created, the limited partners in such SPV will typically bear all expenses related to its organization and formation and other expenses incurred solely for the benefit of the SPV. An SPV will also generally bear its pro rata portion of expenses incurred in the operations of an investment. While expenses for each SPV are negotiated on a deal-by-deal basis, in no case will the corresponding Fund bear an SPV's expenses other than in the case of unconsummated transactions.

If a proposed transaction is not consummated, no such SPV generally will have been formed, and the full amount of any expenses relating to such proposed but not consummated transaction (*i.e.*, broken deal costs) therefore would generally be borne by the Fund or Funds selected as proposed investors for such proposed transaction. Similarly, SPVs are not typically allocated any share of break-up fees paid or received in connection with such an unconsummated transaction. As a general matter, no co-investors will bear broken deal costs or break-up fees unless they are contractually committed to invest in the prospective investment.

As mentioned above, limited partners in the SPVs do not pay management fees.

Operating Advisors

RIC engages and retains certain senior advisors, operating partners and other similar persons (“Operating Advisors”), who are not employees of RIC, to assist with managing portfolio companies, sourcing investments or limited partners, conducting due diligence, providing industry expertise and facilitating transactions. The nature of the relationship with each Operating Advisor and the amount of time devoted or required to be devoted by them varies considerably. In certain cases, Operating Advisors provide the Funds and/or RIC with industry-specific insights and feedback on investment themes, assist in transaction due diligence, make introductions to and provide reference checks on management teams. In other cases, Operating Advisors may take on more extensive roles and serve as executives or directors on the boards of portfolio companies or contribute to the origination of new investment opportunities. In certain instances, RIC may have formal arrangements with these Operating Advisors (which may or may not be terminable upon notice by any party). In other cases, the relationship may be more informal. There can be no assurance that any of the Operating Advisors will continue to serve in such role and/or continue their arrangement with RIC and/or any portfolio company throughout the terms of the Funds.

The Funds will bear some or all of the fees and expenses of each Operating Advisor (which can include retainer, periodic, finder’s, performance-based and/or success-based fees). Operating Advisors will also, from time to time, receive payments, equity allocations, co-investment rights and/or other compensation or allocations with respect to portfolio companies and/or other entities, including a profit interest and options in a portfolio company or a percentage of the carried interest. Further, Operating Advisors typically incur expenses while working with RIC portfolio companies, and such expenses are paid or reimbursed by either RIC, the relevant portfolio company or the relevant Fund. RIC often appoints Operating Advisors to serve on the board of a portfolio company, and in connection with such board service Operating Advisors will generally earn a fee. An Operating Advisor may also perform work for a portfolio company in addition to board service, and may earn fees as negotiated and paid by the relevant portfolio company. Operating Advisors will be reimbursed for the cost of their travel to and from portfolio company board meetings and other portfolio company business and such expenses are generally borne by the relevant portfolio company which the operating partner or Operating Advisor is advising, but may also be paid by the relevant Fund. None of these fees, bonuses profit interests, other compensation or reimbursement received by Operating Advisors are subject to the management fee offset provisions.

Other

From time to time, RIC may (in its sole discretion), agree to pay a portfolio company fee, a portion of carried interest or other fee received from an actual or prospective portfolio company to a third party, such as an Operating Advisor, consultant, advisor, placement agent, finder, broker and/or investment bank. In such event, the third party fee is not a fee that RIC is entitled to retain and, therefore, RIC is not required under the terms of the applicable organizational documents to share such third-party fees with a Fund.

In good faith and in its fair and reasonable discretion, RIC determines on a case-by-case basis whether an expense should be borne by the Firm, a Fund or a portfolio company. To the extent that the Governing Documents do not expressly provide for a method of allocation, RIC will allocate such expenses in a manner that it determines to be as fair and equitable as possible, which may include allocating common Fund expenses among multiple Funds on a pro rata basis based on relative assets or committed capital, in each case, as determined in RIC's sole discretion.

Item 6 – Performance-Based Fees and Side-By-Side Management

Performance based fees, referred to as carried interest allocation represents an adviser's compensation based on a percentage of net profits of the Funds it manages. Limited partners of Fund I, Fund II and Fund III pay the relevant Fund General Partner a carried interest allocation of 20%, subject to an 8% annually compounded preferred return and reimbursement of all relevant Fund expenses, including management fees. This fee structure is described in detail in each Fund's Governing Documents. These carried interest arrangements have been structured subject to Section 205(a)(1) of the Advisers Act in accordance with the available exemptions thereunder, including the exemption set forth in Rule 205-3.

Most limited partners in the SPVs are not assessed a carried interest allocation; those who are assessed a carried interest allocation pay up to 15% subject to the preferred return amounts and other factors as specified in the applicable SPV's Governing Documents.

RIC's management fees, performance fees and other compensation payable to RIC and its Funds' General Partners are determined by RIC at the time of the establishment of the relevant Fund and are negotiated with participating limited partners and/or co-investors prior to making their investment. Once the relevant Fund has been established and commenced operations, such compensation and expenses are generally not negotiable. The General Partner of each Fund, in its sole discretion, is permitted to waive or reduce the amount of carried interest for a limited partner in a Fund. Specifically, if principals and employees, and their respective family or Operating Advisors are Fund limited partners and/or co-investors they will generally pay reduced carried interest or none at all. The fact that a General Partner's carried interest allocation is based on the performance of the relevant Fund can create an incentive for RIC to make investments that are more speculative than would be the case in the absence of such distributions. The Firm believes this incentive is sufficiently mitigated, however, due to the fact that any losses the Funds sustain will reduce such Fund's performance and thus a General Partner's carried interest distribution and the fact that carried interest is generally calculated only after limited partners have received as distributions 100% of their capital contributions (with respect to disposed portfolio investments and Fund expenses allocated to such investments) plus a preferred return.

Item 7 – Types of Clients

RIC provides portfolio management services to its clients, which are private Funds. Limited partners must meet certain suitability and net worth qualifications prior to making an investment in the Funds. The Funds generally limit their respective limited partners to: (i) "accredited investors" as defined in

the Securities Act of 1933, as amended (the “Securities Act”); and (ii) “qualified purchasers” or “knowledgeable employees,” each as defined in the Investment Company Act of 1940, as amended (the “Investment Company Act”); or (iii) “qualified clients” as defined in the Advisers Act. As Fund I was formed prior to RIC’s registration with the SEC, not all limited partners in Fund I may be qualified clients. The Funds are not registered or required to be registered under the Investment Company Act; their securities are not registered or required to be registered under the Securities Act and are privately placed to qualified investors in the United States and elsewhere. The typical minimum contribution for a limited partner in Fund I was \$250,000, and for Fund II and Fund III, was \$500,000; however, commitments less than these minimums were also accepted at the sole discretion of each Fund’s General Partner.

Limited partners in the Funds typically include high net worth investors, other investment advisers, university endowments and others. In addition, RIC principals, employees, Operating Advisors, friends and family of the foregoing and other persons associated with RIC and/or its affiliates have made capital contributions to the Funds or are direct investors in a portfolio company and/or SPV.

As mentioned in Item 4 and 5, RIC serves as the investment manager for the SPVs. RIC will select which limited partners are permitted to co-invest in a particular portfolio company based on various factors, including the sophistication of the limited partner, the amount of the limited partner’s investment in a Fund, the ability of the limited partner to fund and complete the investment on a timely basis, provisions in side letters, and for strategic or other reasons as more fully described in the applicable Fund’s Governing Documents or in RIC’s policies and procedures on co-investment. RIC is not obligated to make co-investment opportunities available to any particular limited partner and, subject to any restrictions contained in the Governing Documents (including any side letter or other negotiated terms), in general no limited partner has a right to participate in any co-investment opportunity.

Some limited partners or co-investors (including Operating Advisors who are also co-investors) may also be provided the opportunity to sit on the board of directors or board of advisors of a portfolio company. Any fees received by such limited partners or co-investors for board service are not subject to the management fee offset arrangements. Positions on boards of directors or advisors of such portfolio companies may provide such limited partners or co-investors with voting rights, access to information and potentially the ability to influence the operations and decision-making of the portfolio company that are not necessarily available to other limited partners.

Item 8 – Methods of Analysis, Investment Strategies and Risk of Loss

The applicable Governing Documents of each Fund set forth more detailed descriptions of each Fund’s investment strategies and methods of analysis. There can be no assurance that RIC will achieve the investment objectives of the Funds and a loss of investment is possible.

Strategy

RIC's investment objective is to provide its limited partners with an attractive return by building in each of its Funds a diversified portfolio of equity and subordinated debt investments in companies in the lower segment of the middle market. In most cases, capital raised and committed will be used to support recapitalizations, management buyouts and/or growth. Each Fund's investment strategy includes the following: (i) focus on the lower segment of the middle market; (ii) direct origination of investment opportunities; (iii) disciplined investing combined with structural flexibility; and (iv) active portfolio management. The Funds have and will continue to invest in a variety of securities (including common and preferred equity, and subordinated debt) in either majority or minority ownership positions. This structural flexibility allows RIC opportunities to build relationships with attractive prospects. In addition, RIC's managing members seek opportunities that have attractive entry multiples and transaction structures.

Middle Market Focus: RIC's investments will focus on companies in the lower segment of the middle market with valuations between \$5 million and \$50 million for Fund I and Fund II, and between \$10 million and \$75 million for Fund III. RIC believes valuations and transaction structures are more attractive for companies in the lower segment of the middle market and by focusing on this segment have been able to invest in companies at reasonable valuations. RIC understands the personal and business objectives of entrepreneurs and offers flexibility in structuring transactions to meet their needs.

Direct Origination: RIC's managing members have an 80+ year combined record of generating quality, directly originated transactions. RIC has developed close, long-term working relationships with a large number of middle market referral sources by consistently executing transactions in a high-quality manner. The ability to originate transactions through these referral sources minimizes competitive bidding situations, increasing RIC's ability to favorably structure investments and price transactions.

Disciplined Investing and Structural Flexibility: RIC targets companies that have many of the following characteristics: (i) a strong, defensible market position resulting from a fundamental and sustainable competitive advantage and/or barrier to entry; (ii) a product line or service for a diversified group of customers and growing markets, characterized by extended product life cycles and low obsolescence risk; (iii) a stable and predictable cash flow stream that can withstand a range of business cycles; (iv) a talented and committed management team that will make a meaningful personal investment, be motivated by equity incentives, and with whom RIC can develop an effective working relationship; and (v) reasonable evidence of an exit strategy being achievable within a five to seven year time frame.

Active Portfolio Management: RIC will not directly manage the companies in which it invests, but will work closely with management and owners to develop and execute strategic plans, improve operations, identify and negotiate acquisitions, finance continued growth and increase shareholder value. RIC has substantial experience managing and monitoring investments and believes that active and diligent portfolio monitoring is essential to maximizing returns.

More information about RIC's investment strategy is located in each Fund's Governing Documents.

Risk Factors

No investment is free of risk. Current and prospective limited partners are cautioned in each Fund's Governing Documents that investments in the Funds and their underlying investments involve risk of loss, including the possibility of a complete loss of the amount invested, and that they should be prepared to bear these risks. Limited partners should refer to these documents for a complete description of the risk factors specific to their Fund. Additional risks and uncertainties not currently known to RIC or that RIC currently deems to be immaterial can also materially adversely affect an investment in the Funds and/or the Funds' business, financial condition and/or operating results. In addition, as the investment program of each Fund develops and changes over time, an investment in a Fund is subject to additional and different risks and actual and potential conflicts of interest (including, without limitation, additional or different regulatory, tax, market and/or other similar considerations). All limited partners and co-investors should be aware of certain risk factors, which include, but are not limited to the following:

Nature and Limited Number of Investments. An investment in a Fund requires a long-term commitment, with no certainty of return. Although some investments generate current income, many investments will generate little or no near-term cash flows to its respective limited partners, as the return of capital and the realization of gains, if any, will generally occur only upon the partial or complete disposition of an investment. Each Fund's investments are highly illiquid, and there can be no assurance that any Fund will be able to realize a return in a timely manner. Consequently, dispositions of portfolio investments generally require a lengthy time period. Each Fund also participates in a limited number of investments, and these investments generally will involve a high degree of risk. Accordingly, poor performance by a few or a single investment could severely affect the total returns to the respective Fund's limited partners.

Third-Party Co-Investors. The Funds have co-invested with third parties. Such investments involve additional risks which are not present in investments which do not involve a co-investor, including the possibility that a co-investor will at any time have economic or business interests or goals that are not consistent with those of the Fund, be in a position to take action contrary to a Fund's investment objectives or default on its obligations. While the Funds intend to mitigate these risks contractually through co-investment agreements, there can be no assurance that it will be successful in doing so. In addition, under certain circumstances the Funds can be liable for actions of its co-investors. To reduce the possibility of liability, the Funds will seek to hold their assets through limited liability entities and, where appropriate, obtain indemnities from co-investors.

Competitive Nature of the Funds' Business. Each Fund competes for investment opportunities against other groups. Some of these competitors could have financial and strategic resources significantly in excess of those of the Funds, be willing to provide financing and other operational assistance on more favorable terms than a Fund and make competing offers for investment opportunities that are identified by a Fund. It is possible that competition for appropriate investment opportunities will increase, thus reducing the number of opportunities available to each Fund and adversely affecting the terms upon which investments can be made. Consequently, it is possible that a Fund's General

Partner will be unable to identify a sufficient number of investment opportunities for the respective Fund it manages or to acquire investment opportunities on attractive terms. There can be no assurance that a General Partner will be able to identify and consummate a sufficient number of opportunities to permit the respective Fund to either invest all of its committed capital or to diversify its investments.

Leverage -Junior Interests. A Fund can invest in portfolio companies with capital structures that are highly leveraged. While leverage presents opportunities for a Fund's total return, it also has the effect of potentially increasing losses. If income and appreciation of a portfolio investment are less than the required interest payment on the borrowings, the value of such portfolio investments, and thus of a Fund's net assets, can decrease or, in extreme cases, the lender could obtain the equity and the Fund could suffer a total loss. Accordingly, any event that adversely affects the value of an investment by a Fund will likely be magnified to the extent that a portfolio investment is leveraged. A Fund's investments may involve portfolio investments whose capital structures have significant leverage. These companies may be subject to restrictive financial and operating covenants. The leverage may impair these companies' ability to finance their future operations and capital needs. Such investments will be inherently more sensitive to adverse economic factors such as rising interest rates, downturns in the economy or deteriorations in the condition of the portfolio investment or its industry. A Fund may guarantee the obligations of portfolio investments (and any direct or indirect subsidiaries thereof) and other obligations in connection with any investment in a portfolio investment. If a portfolio investment for which a Fund has guaranteed debt obligations defaults on its obligations, a Fund will be required to satisfy such obligation. In order to do so, such Fund may call capital, recall distributions or liquidate some or all of its investments prematurely at potentially significant discounts to fair value. Additionally, the securities in which a Fund invests can be among the most junior in a portfolio company's capital structure, and thus subject to the greatest risk of loss.

Fund-Level Borrowing. The Funds will from time to time borrow funds or enter into other financing arrangements for any purpose, including to cover Fund expenses (including organizational expenses), for hedging transactions, to make portfolio investments, to provide permanent, bridge or other interim financing to the extent necessary to consummate or improve a portfolio investment (including to fund acquisitions prior to the receipt of capital contributions from the limited partners), to support an obligation of any vehicle (or an affiliate thereof) formed to effect the direct or indirect acquisition of a portfolio investment, to fund the repayment of indebtedness, to provide cash collateral to secure outstanding letters of credit, to provide funds for the payment of amounts to withdrawing limited partners, or for any other purpose permitted under the Governing Documents. If a Fund borrows in lieu of calling capital to fund the acquisition of an investment, the borrowing generally would be used for all partners in such Fund on a pro rata basis, including the General Partner. In addition, credit facilities for certain Funds may be available to provide borrowed funds directly to the portfolio companies of such Funds, in which case such borrowed funds would be guaranteed by such Funds, as they would be for any other borrowing by the Fund for any other purpose.

To the extent a Fund uses borrowed funds in advance or in lieu of capital contributions or a portfolio company borrows funds directly through the Fund facility, the Fund's limited partners generally make

later capital contributions, but the Fund will bear the expense of interest on such borrowed funds. In addition, a Fund's use of borrowed funds will impact the calculation of net performance metrics (to the extent that they measure limited partner cash flows) and has the potential to make net IRR calculations higher than they otherwise would be without Fund-level borrowing, as these calculations generally depend on the amount and timing of capital contributions. While a Fund will bear the expense of borrowed funds, such borrowings can also increase the carried interest received by the Fund's General Partner by decreasing the amount of distributions from the Fund that are required to be made to limited partners in satisfaction of any preferred return. The General Partners therefore have a conflict of interest in deciding whether to borrow funds because a General Partner has the potential to receive disproportionate benefits from such borrowings.

Borrowing by a Fund will generally be secured by capital commitments made by limited partners to such Fund and/or by the Fund's assets, and documentation relating to such borrowing can provide that during the continuance of a default under such borrowing, the interests of the limited partners can be subordinated to such Fund-level borrowing, and the lenders have the ability to call capital directly from the limited partners. Moreover, tax-exempt limited partners should note that the use of borrowings by the Fund has the potential to cause the realization of UBTI.

Reliance on Managing General Partners; No Right to Control Fund Operations. Decisions with respect to a Fund and its investment will be made by the relevant General Partner. Limited partners have no opportunity to control the day-to-day operations of a RIC Fund, including investment and disposition decisions. In order to safeguard their limited liability for the liabilities and obligations of a Fund, limited partners must rely entirely on RIC and its General Partners to conduct and manage the affairs of the Fund. Each Fund's success is dependent, in part, upon its ability to identify suitable investments. The loss of the service of one or more of the RIC team members could have an adverse impact on a Fund's ability to realize its investment objectives and/or conduct the day-to-day operations of each Fund and oversight of its portfolio investments. Limited partners will have no opportunity to control a Fund's investment and disposition decisions, or its day-to-day operations.

Partner Clawback. The General Partner of a Fund is generally permitted to require each limited partner to return distributions made to such limited partner for the purpose of meeting such partner's pro rata share of any liability incurred by such Fund, subject to certain limitations contained in the Governing Documents.

Follow-On Investments. Each Fund may be called upon to provide additional funding for its existing portfolio investments or have the opportunity to increase its investment in such portfolio investments. There can be no assurance that a Fund will choose to make follow-on investments or that a Fund will have sufficient funds to do so. Similarly, it is possible that co-investors may decline to fund their pro rata share of any such follow-on investment. Any decision by a Fund or a co-investor not to make a follow-on investment or their inability to make a follow-on investment can have a substantial negative impact on a portfolio investment in need of such an investment or diminish such Fund's ability to influence the portfolio company's future development.

Restrictions on Transfer and Withdrawal. No limited partnership interests in a Fund have been registered under the Securities Act or any other applicable securities laws. There is no public market for a Fund's interests and none is expected to develop. In addition, Fund interests are not transferable except with the consent of the respective Fund's General Partner, which generally can be withheld by a General Partner in its sole discretion, and are subject to the terms and conditions of the respective Fund's Governing Documents. Limited partners generally cannot withdraw capital nor liquidate their investments prior to the end of a Fund's term.

Fees and Expenses Borne by the Funds. As described in Item 5 above, the Funds will generally pay, or reimburse RIC and/or any of their respective affiliates for fees, costs, expenses, charges and other obligations incurred by or on behalf of such Funds. In particular, certain Funds will bear fees, costs, and expenses incurred in connection with transactions that are not consummated, including broken deal expenses that would otherwise have been allocable to a co-investor if such transaction had been consummated. The amount of Fund expenses will be substantial and will reduce the actual returns realized by limited partners on their investments (and will reduce the amount of capital available to be invested). Fund expenses include recurring and regular items, as well as extraordinary expenses for which it can be hard to budget or forecast. As a result, the amount of Fund expenses ultimately called, or called at any one time, can exceed amounts expected or budgeted by RIC and/or the limited partners. Generally, except with respect to organizational expenses, there is no contractual limit on expenses, and the amount of Fund expenses (including, without limitation, expenses incurred outside the ordinary course such as litigation and similar expenses) that will be borne by limited partners can potentially be very high, which could materially reduce the return on a limited partner's investment in a Fund. For more information regarding conflicts of interest regarding expense allocation, see "Conflicts of Interest," below.

Cybersecurity Breaches and Identity Theft. RIC's technology systems can be vulnerable to damage or interruption from computer viruses, network failures, computer and telecommunication failures, infiltration by unauthorized persons and security breaches, usage errors by its professionals, power outages and catastrophic events such as fires, tornadoes, floods, hurricanes, and earthquakes. Although RIC has implemented various measures to manage risks relating to these types of events, if these systems are compromised, become inoperable for extended periods of time, or cease to function properly, RIC will likely have to make a significant investment to fix or replace them. The failure of these systems and/or of disaster recovery plans for any reason could cause significant interruptions in RIC's operations and result in significant losses, expenses, and/or a failure to maintain the security, confidentiality, or privacy of sensitive data, including personal information relating to limited partners (and the beneficial owners of limited partners). Such a failure could harm RIC's, a Fund's, and/or any applicable portfolio investment's reputation, subject any such entity and its respective affiliates to legal claims, and otherwise affect its business and financial performance. Similar risks apply to the technology systems of the Funds' portfolio investments.

Middle Market Companies. The Funds generally seek to invest in middle market growth companies. While investments in middle market companies typically present greater opportunities for growth, such investments can also entail larger risks than are customarily associated with investments in large

companies. Small companies are likely to have more limited product lines, markets and financial resources, and can be dependent on a smaller management group and/or personnel with limited experience. As a result, such companies can potentially be more vulnerable to general economic trends and to specific changes in markets and technology. In addition, future growth is often dependent on additional financing, which will not always be available on acceptable terms when required. Further, there is ordinarily a more limited marketplace for the sale of interests in smaller, private companies, which can make realizations of gains more difficult, by requiring sales to other private investors. In addition, the relative illiquidity of private equity investments generally, and the somewhat greater illiquidity of private investments in small and medium-sized companies, could make it difficult for a Fund to react quickly to negative economic or political developments. Further, the foregoing factors also increase the difficulty of valuing such investments.

Equity Investments. The Funds will generally seek to acquire equity securities, including common and preferred stocks and warrants, rights and equivalents. In general, equity investments are unlikely to provide current income. As with other investments that a Fund may make, the value of equity securities held by a Fund can be adversely affected by actual or perceived negative events relating to the issuer of such securities, the industry or geographic areas in which such issuer operates or the financial markets generally. However, equity securities tend to be even more susceptible to such events given their subordinate position in the issuer's capital structure. As such, equity securities generally have greater price volatility than fixed income securities or debt instruments. Preferred equity securities are subordinated to bonds and other debt securities in an issuer's capital structure in terms of priority for corporate income and liquidation payments and, therefore, will be subject to greater credit risk than those debt securities. Unlike interest payments on debt securities, preferred stock dividends are generally payable only if declared by the issuer's board of directors. Dividends on preferred stock can be cumulative, meaning that, in the event the issuer fails to make one or more dividend payments on the preferred stock, no dividends can be paid on the issuer's common stock until all unpaid preferred stock dividends have been paid. Preferred stock can also be subject to optional or mandatory redemption provisions.

Debt Securities. The Funds will at times make investments in secured and unsecured debt securities (including subordinated debt). These investments generally will not be readily marketable, will be subject to restrictions on resale and can require lengthy negotiations in connection with disposition. Investing in debt securities will subject a Fund to credit and interest rate risks. "Credit risk" refers to the likelihood that an issuer will default in the payment of principal and/or interest on an instrument. Financial strength and solvency of an issuer are the primary factors influencing credit risk. In addition, lack or inadequacy of collateral or credit enhancement for a debt instrument can affect its credit risk. Credit risk is subject to change over the life of an instrument. Securities that are rated by rating agencies are often reviewed and are subject to downgrade, which generally results in a decline in the market value of such security. "Interest rate risk" refers to the risks associated with market changes in interest rates. Interest rate changes can affect the value of a debt instrument indirectly (especially in the case of fixed rate securities) and directly (especially in the case of instruments whose rates are adjustable). In general, rising interest rates will negatively impact the price of a fixed rate debt instrument and falling interest rates will have a positive effect on price. Adjustable rate instruments

also react to interest rate changes in a similar manner although generally to a lesser degree (depending, however, on the characteristics of the reset terms, including the index chosen, frequency of reset and reset caps or floors, among other factors). Interest rate sensitivity is generally more pronounced and less predictable in instruments with uncertain payment or prepayment schedules. Subordinated debt investments in which the Funds invest are typically contractually or structurally subordinate to senior indebtedness of the applicable company, or effectively subordinated as a result of being unsecured debt and therefore subject to the prior repayment of secured indebtedness to the extent of the value of the assets pledged as security. Subordinated investments are characterized by greater credit risks than those associated with the senior or senior secured obligations of the same issuer.

Conflicts of Interest

Portfolio Company Board Service. RIC principals and employees and those appointed by them (including Operating Advisors) often serve on the boards of Fund portfolio companies. Serving in such capacity can give rise to conflicts to the extent that an employee's fiduciary duties to a portfolio company as a director conflicts with the interests of a Fund. In general, however, as the Funds will typically be significant shareholders of such companies, it is expected that such interest will generally be aligned. From time to time, portfolio company board members are expected to approve compensation and other amounts payable to RIC in connection with services provided by the Firm and its affiliates to such portfolio company, and, except to the extent such amounts are subject to the relevant Fund's offset provisions set forth in the Governing Documents, are in addition to the management fee and/or carried interest payable by such Fund. RIC's authority to appoint or influence the appointment of portfolio company board members who will potentially be involved in approving compensation payable to the Firm subjects RIC and any such portfolio company board appointees to potential conflicts of interest. In addition, portfolio companies will, from time to time, make discounts and other benefits available to employees in connection with products or services offered by such companies.

Advisory Board. The Funds (and not the SPVs) have an advisory board which is established under such Fund's Governing Documents. A Fund's advisory board is typically comprised of select limited partners of each Fund that are unaffiliated with RIC, as well as RIC principals or Operating Advisors. A Fund's advisory board generally provides advice, review, consent, approval and counsel as requested by the relevant Fund's General Partner in connection with such Fund's investments, certain conflicts of interest, valuation methodology and other matters relating to such Fund. Funds with an advisory board will generally reimburse each member of the advisory board for reasonable out-of-pocket expenses incurred in connection with attending meetings of the advisory board, and each member will receive the benefit of exculpation and indemnification as provided in Governing Documents. A conflict of interest can exist in that not all limited partners are asked to join a Fund's advisory board.

Resolution of Conflicts. Except as otherwise described herein or in the Governing Documents, conflicts of interest will generally be resolved by the applicable Fund's advisory board. As mentioned above, it is anticipated that a portion of a Fund's advisory board will consist of a certain number of limited

partners not affiliated with RIC that are appointed by RIC in its sole discretion. However, there can be no assurance that all conflicts of interest will be successfully resolved.

Diverse Limited Partner Group. Limited partners have conflicting investment, tax and other interests with respect to their investments in each Fund. The conflicting interests of individual limited partners can relate to or arise from, among other things, the nature of investments made by each Fund, the structuring or the acquisition of portfolio companies and the timing of the disposition of investments. Such structuring of portfolio companies can result in different returns being realized by different limited partners due to each limited partners' tax situations. As a consequence, conflicts of interest arise in connection with decisions made by RIC that are more beneficial for one limited partner than another. In structuring investments, RIC considers the tax, legal and other objectives of each Fund from a collective perspective, and not the individual objectives of any particular limited partner.

Co-Investment. RIC will, in its sole discretion, provide opportunities to co-invest in particular portfolio investments to one or more (but not necessarily all) limited partners and their affiliates, RIC and its employees, Operating Advisors, third parties (including strategic investors and other funds, private investors, groups and individuals) and/or other funds or accounts managed by RIC or its affiliates. Subject to any side letter agreements, RIC owes no duty to present any co-investment opportunity to any limited partner. RIC will allocate available investment opportunities among a Fund and any such co-investors as it will determine in its sole discretion. The allocation of co-investment opportunities can involve a benefit to RIC, including, without limitation, fees and/or carried interest from the co-investment opportunity. The terms of such co-investments, including the fees, expenses, and carried interest applicable to such co-investment (prior to and at the time of such investment and on an ongoing basis), if any, will be negotiated by RIC and the potential co-investor on a case-by-case basis in their respective sole and absolute discretion. In addition, co-investors will not always pay or otherwise bear fees, costs and expenses related to unconsummated co-investments. In such event, such fees, costs and expenses will be considered Fund expenses of and be borne by the applicable Fund. In the event that RIC invites a co-investor to invest alongside a Fund, the amount available for investment by such Fund can be correspondingly reduced to permit such investor the opportunity to co-invest.

Services of the IT Firm. RIC utilizes the services of an information technology firm (the "IT Firm") that is owned by a relative of one of the Firm's principals for both adviser-related and portfolio company services. The services provided by the IT Firm for RIC typically consist of day-to-day support, the expenses of which are generally borne solely by RIC. The services provided by the IT Firm for portfolio companies will consist of diligence of new portfolio companies and ongoing monitoring for some of the portfolio companies, the expenses of which will generally be borne by the relevant portfolio company or, in the case of a deal which is not consummated, and for which the IT Firm provided diligence services, by the relevant Fund. For the avoidance of doubt, any fees paid to the IT Firm will not be considered portfolio company remuneration that is subject to offset, and will not be offset against management fees or otherwise shared with limited partners.

Competing Funds; Investment Allocation. RIC has previously offered interests in predecessor funds and will likely organize subsequent funds with structures, investment strategies and objectives substantially similar to those of current Funds. Pursuant to the applicable Governing Documents, the Firm generally will not, however, hold a closing with respect to any such future fund (other than SPVs organized to co-invest with a Fund) until the earlier of the end of the investment period of all active Funds or such time as at least 80% of the committed capital of the most recent Fund is invested, reserved for expenses or committed for investment.

Other Activities; Conflicts of Interest. RIC, certain key persons and their affiliates will have similar responsibilities with respect to multiple Funds and future pooled investment vehicles and client accounts. The existence of such multiple Funds and accounts necessarily creates a number of potential conflicts of interest. Except as described in the Governing Documents, employees, officers, directors, principals, members and affiliates of RIC are not obligated to devote their full time to any particular Fund, but will devote such time as RIC in its sole discretion deems necessary to effectively carry out the operations of each Fund.

Indemnification. RIC and its members, partners, shareholders, directors, officers, employees, agents and affiliates will generally be entitled to indemnification from the Funds except in certain circumstances. The Funds intend to obtain third-party insurance for these potential obligations. However, a Fund's assets will generally be available to satisfy these indemnification obligations, and limited partners could be required to fund undrawn capital commitments or return previous distributions to satisfy such obligations. Such obligations will survive the dissolution of a Fund.

Side Letters. RIC and/or the Funds have entered into side letters or similar agreements with certain limited partners pursuant to which RIC grants to such limited partners specific rights, benefits or privileges that are not made available to limited partners generally. Any such terms can be more favorable than those offered to any other limited partner. Except as otherwise agreed with a limited partner, such side letters will not be required to be disclosed to other limited partners.

Portfolio Company and RIC Service Providers. RIC generally will, in its discretion, contract with any third party to perform services for RIC or one of its portfolio companies in connection with the provision of services to the Funds. When engaging a third party to provide such services, RIC will select the third party it believes is the most appropriate for the situation and such selection will not be based on cost alone. This subjects RIC and its affiliates to conflicts of interest because the amount of such fees and expenses can be substantial and is not disclosed to limited partners.

Projections. Projected operating results of a company in which a Fund invests normally will be based primarily on financial projections prepared by such company's management, with adjustments to such projections made by RIC 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 can be significantly different from the projections. Also,

general economic factors, which are not predictable, can have a material impact on the reliability of projections.

Valuation. There is not expected to be an actively traded market for most of the securities owned by the Funds. When estimating fair value, the General Partners 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 have the potential to significantly differ from values that would have been determined had an active market existed for such securities and can significantly differ from the prices at which such securities ultimately are sold. The Firm has established a valuation policy, which it will follow when performing portfolio company valuations. RIC does not intend to retain the services of a third party valuation consultant to assist in performing portfolio company valuations. The valuations of the Funds' assets are performed internally by RIC's own team and such valuations are not reviewed by an independent third party; however, all valuations are subject to an annual review as part of each Fund's annual financial statement audit. The exercise of discretion in valuation by the Firm has the potential to give rise to conflicts of interest, including excess valuations which can impact the amount and timing of distributions of carried interest and the calculation of management fees.

Expense Allocations. Subject to any relevant restrictions or other limitations contained in the Governing Documents of each Fund, RIC in its sole discretion, will allocate fees and expenses in a manner that it believes in good faith is fair and equitable under the circumstances and considering such factors as it deems relevant. In exercising such discretion, RIC may be faced with a variety of potential conflicts of interest. As a general matter, expenses incurred on behalf of multiple Funds will be allocated among such Funds. Limited partners in a Fund are typically allocated (or otherwise bear) their pro rata share of such fees and expenses, which are calculated based on capital commitments, invested capital, available capital, or other metrics as determined by RIC in its sole discretion and in accordance with its policies and procedures regarding expense allocations. The allocations of such expenses will not always be proportional.

RIC and its affiliates will from time to time incur fees, costs and expenses, including in connection with transactions not consummated, on behalf of the Funds. To the extent practicable, any fees, costs and expenses that are incurred in connection with a consummated investment will be charged to the applicable portfolio company. To the extent such fees, costs and expenses are not charged to a portfolio company, they will be paid by each Fund that participated in such investment. The Funds will typically bear a portion of any such fees, costs, and expenses in proportion to the size of its actual or proposed investment, or in such other manner as RIC considers, in good faith, to be fair and equitable. There are occasions when one Fund (the "Payor Fund") pays an expense common to multiple Funds (the "Allocated Funds"). On such occasions, each Allocated Fund will reimburse the Payor Fund for its share of such expense, without interest, promptly after the payment is made by the Payor Fund. There are also occasions where the Firm or a Payor Fund pays an expense on behalf of a portfolio company. On such occasions, the portfolio company will reimburse the Firm or Payor

Fund for the expense, without interest, and such reimbursement will not be subject to the fee offset provision.

A conflict of interest could arise in RIC's determination of whether certain costs or expenses that are incurred in connection with the operation of the Funds meet the definition of Fund operational expenses for which the Funds are responsible, whether such expenses should be borne by RIC or the manner in which RIC allocates expenses among the Funds. The Funds will be reliant on the determinations of RIC in this regard. From time to time, it is possible that subsequent review of allocations could result in an identification of expenses that should have been allocated in a different manner, in which case measures would be undertaken to correct such circumstance, which might include a reversal of the original expense allocations, if possible, or such other equitable adjustment believed by RIC to be the most appropriate corrective measure.

Transactions with Fund Limited Partners. RIC has in the past and is likely in the future to enter into transactions with certain Fund limited partners who are also business partners, such as insurance agents, investment banks, broker-dealers, legal counsel or others who provide services (including mezzanine and/or other lending arrangements) to the Firm, its Funds and portfolio companies. The terms of these transactions are negotiated on an arm's-length basis; however, RIC is subject to a conflict of interest when determining such terms because RIC has the potential to benefit from retaining such limited partners' investment in the Funds.

Industry Relationships. As with many other private equity fund sponsors, as part of RIC's business, RIC, its principals and its employees have developed relationships with third parties which have the potential to raise conflicts of interest. Such third parties include investment bankers, lenders, consultants, professional advisors (such as attorneys and accountants), co-investors, current and former directors, officers and employees of current and former portfolio companies and former employees and members of RIC. Certain of these third parties will, on occasion: (i) introduce investment opportunities to RIC; (ii) arrange for, or facilitate the financing of, the purchase or recapitalization of current and potential portfolio companies; (iii) introduce portfolio companies to potential acquisition or merger candidates; (iv) facilitate the disposition of portfolio companies; or (v) provide investment banking, consulting, legal or advisory services to RIC, the Funds, or portfolio companies. Such third parties also on occasion provide goods or services to or have business, personal, political, financial or other relationships with the Firm's principals. In addition, such third parties are sometimes limited partners in one or more Funds; co-invest in one or more portfolio companies; or provide other significant business or investment services to RIC, the Funds and/or their portfolio companies. These relationships have the potential to influence RIC in deciding whether to select or recommend any such third party to perform services for the Funds or a portfolio company. The cost of any services provided by such third parties will generally be borne directly or indirectly by the Funds or its portfolio companies, as applicable.

Accelerated Monitoring Fees. Additional fees may be due from a portfolio company to RIC upon the early termination of a monitoring and oversight agreement or financial advisory agreement. This creates a conflict of interest between RIC and its affiliates and the Funds and their limited partners

because the amounts of these fees and reimbursements have the potential to be substantial and the Funds and their limited partners generally do not have an interest in these fees and reimbursements.

Intangible Benefits. RIC and its employees receive certain intangible and/or other benefits or perquisites arising or resulting from their activities on behalf of a Fund, including benefits and other discounts provided from service providers. For example, airline travel or hotel stays incurred as Fund expenses often result in “miles” or “points” or credit in loyalty/status programs to RIC and/or its employees, and such rewards or amounts will exclusively benefit RIC and/or such employees and will not be subject to the offset arrangements or otherwise shared with such Fund, its limited partners, or the portfolio companies.

Item 9 – Disciplinary Information

Like other registered investment advisers, RIC is required to disclose all material facts regarding any legal or disciplinary events that would materially impact a limited partner’s evaluation of RIC or the integrity of RIC’s management. No events have occurred at RIC that are applicable to this Item.

On occasion, in the ordinary course of its business, RIC may be named as a defendant in a legal action. Although there can be no assurance of the outcome of such legal actions, RIC does not believe that any current legal proceeding or claim to which RIC is a party, if any, would individually or in the aggregate materially affect a limited partner’s or prospective limited partner’s evaluation of the Firm or the integrity of the Firm’s management.

Item 10 – Other Financial Industry Activities and Affiliations

RIC is not actively engaged in a business other than giving investment advice to its clients and managing the portfolio companies owned by its Funds. Neither RIC nor any of its management persons is registered or has an application pending to register as a broker-dealer, registered representative of a broker-dealer, futures commission merchant, commodity pool operator, commodity trading adviser, or associated person of the foregoing.

As described above in Item 4, RIC is affiliated with the Funds’ General Partners which are deemed registered with the SEC under the Advisers Act pursuant to RIC’s registration. The General Partners operate as a single advisory business together with RIC, and serve as the General Partner, other adviser, affiliate or managing members of private investment funds and other pooled vehicles and share common owners, officers, partners, employees, consultants, Operating Advisors or persons occupying similar positions. These affiliated General Partner entities do not have employees of their own.

Each Fund’s General Partner has a number of non-managing members who maintain a passive role in the day-to-day operations and management of the General Partner (Operating Advisors). These Operating Advisors have other outside responsibilities; however, they are able to devote sufficient time to advise each Fund to enable such Fund to carry out its intended purposes. These Operating

Advisors, along with other select limited partners, will in certain cases also participate in side-by-side investments directly with Fund portfolio companies and not incur management fees or a carried interest allocation with respect to such investments.

RIC has no arrangements with a related person who is a broker-dealer, municipal securities dealer, government securities dealer or broker, investment company, other investment adviser or financial planner, futures commission merchant, commodity pool operator, commodity trading adviser, banking or thrift institution, accountant or accounting firm, lawyer or law firm, insurance company or agency, pension consultant, real estate broker or dealer, or sponsor or syndicator of limited partnerships that are material to its advisory business, the Funds or its limited partners.

RIC has and will continue to develop relationships with professionals who provide services it does not provide, including: legal, accounting, banking, investment banking, tax preparation, insurance brokerage and other personal services. Some of these professionals provide services to the Funds or their portfolio companies. Additionally, some of these professionals are limited partners in the Funds, either personally or through their companies.

From time to time, RIC receives training, information, promotional materials, meals, gifts, entertainment or prize drawings and other perquisites from vendors and others with whom it does business or to whom it makes referrals. However, at no time will RIC accept any benefits, gifts or other arrangements that are conditioned on directing individual Fund transactions to a specific investment, product or provider.

Item 11 – Code of Ethics, Participation or Interest in Client Transactions and Personal Trading

Code of Ethics

RIC has adopted a written code of ethics (“Code of Ethics”) pursuant to Rule 204A-1 of the Advisers Act that sets forth standards of conduct expected of supervised persons and addresses personal trading and reporting of personal securities transactions, gifts and entertainment and outside business activities, among other topics. The Code of Ethics requires all supervised persons to place Fund interests ahead of the Firm’s interests, to avoid taking advantage of his or her position and to maintain full compliance with the federal securities laws.

Supervised persons are required to certify to their compliance with the Code of Ethics upon hire and on an annual basis. Supervised persons who violate the Code of Ethics will be subject to remedial actions, including, but not limited to, censure, suspension or dismissal. Supervised persons are also required to promptly report any violations of the Code of which they become aware.

RIC will provide a copy of its Code of Ethics to any existing or prospective limited partner upon request to the Firm’s Chief Compliance Officer, Zofie Mietus, at (630) 413-9137 or mietus@rockislandcapital.com.

Participation or Interests in Client Transactions

RIC principals, employees, affiliates, Operating Advisors, and friends and family of the foregoing (including investment vehicles or trusts established for such persons) have invested in certain Funds through the applicable General Partner and/or as Fund limited partners. As mentioned in Item 5 above, RIC may reduce or waive the management fee and/or carried interest related to investments held by such persons.

Principal transactions are generally defined as transactions where an adviser, acting as principal for its own account, knowingly buys from or sells a security to an advisory client. This also applies to any affiliates or controlling persons of the adviser (*i.e.*, an owner, employee or affiliate of the adviser). The SEC also views cross trades between Funds to be principal transactions if the adviser (and/or its affiliates, owners, or controlling persons) own, in the aggregate, 25% or more of either Fund. Agency cross transactions occur when an adviser or an affiliate arranges a transaction (*i.e.*, acts as a broker) between two or more different funds or accounts that are managed by that same adviser or an affiliate. Agency transactions can also arise where an adviser is dually registered as a broker-dealer or has an affiliated broker-dealer. An adviser is not “acting as a broker” if the adviser receives no compensation (other than the advisory fee earned in the ordinary course of managing the assets) for effecting the transaction and therefore is not considered to be conducting an agency cross transaction under Section 206(3) of the Advisers Act.

In the event RIC were to recommend a principal transaction or agency cross transaction, it would only be after: (i) the Firm has determined the transaction to be in the best interest of participating clients; (ii) the transaction is permitted by the relevant Governing Documents; (iii) proper disclosure is given to the limited partners or the relevant Fund’s advisory board, as appropriate; (iv) if necessary, consent is obtained from the appropriate parties; and (v) the Firm ensures that best execution is achieved for the transaction.

Conflicts of Interest

If any matter arises that RIC determines in its good faith constitutes an actual conflict of interest, RIC will take such actions as are necessary or appropriate, and as permitted by any applicable Fund’s Governing Documents, to address the conflict.

Personal Trading

The personal trading policy for RIC supervised persons is set forth in RIC’s Code of Ethics and is acknowledged as received and understood by each supervised person. RIC’s personal trading policies are designed to ensure that no Fund is disadvantaged by the transactions executed by any supervised person and that supervised persons in no respect misappropriate any benefit properly belonging to a Fund.

RIC’s supervised persons are prohibited from trading, either personally or on behalf of others, in securities while in possession of material nonpublic information regarding these securities or

communicating material nonpublic information about such securities to others. The Code of Ethics establishes guidelines for personal trading requirements, insider trading and reporting of personal securities transactions, including certain pre-clearance and reporting obligations. RIC maintains a restricted list of issuers about which the Firm has or may have material nonpublic information. Pre-clearance is required by supervised persons for certain personal securities transactions, including trading in restricted list securities, initial public offerings and limited offerings. In addition, supervised persons are required to file certain reports and submit their brokerage account statements to the Chief Compliance Officer for review.

The principals and employees of RIC carry on investment activities for their own account and for family members, friends or others who do not invest in the Funds, and give advice and recommend securities to vehicles which may differ from advice given to, or securities recommended or bought for, the Funds, even if their investment objectives are the same or similar. In addition, principals, employees and affiliates are permitted to buy securities in transactions offered to, but rejected by, the Funds or that are outside the investment mandate of the Funds.

Item 12 – Brokerage Practices

RIC focuses on securities transactions of private companies and generally purchases and sells such companies through privately negotiated transactions. In privately negotiated transactions, best execution is met by the consummation of the deal with the best possible terms for the Fund. In pursuit of best execution in private or public securities transactions, RIC can occasionally engage the services of a broker-dealer or investment banker, which selection will be based on the Firm's best judgment of who can provide best execution and will consider a variety of factors as specified in its compliance manual, including but not limited to: RIC's prior experience in working with the broker-dealer or investment banker; execution capability; reputation and expertise within the industry; responsiveness to the Firm; commission rates; financial responsibility; expertise in dealing with investments that are restrictive or illiquid in nature; and the value of any research provided, among other factors that RIC deems relevant to the specific transaction.

Although RIC generally seeks competitive commission rates, it will not necessarily pay the lowest commission or commission equivalent, especially in private securities transactions that rely heavily on the specialty services or experience of a broker-dealer or investment banker that operate outside of a competitive bidding environment. Transactions that involve such specialized services on the part of the broker-dealer or investment banker can thereby entail higher commissions or their equivalents than would be the case with other transactions requiring more routine services.

RIC does not receive research or soft dollar benefits in connection with securities transactions for the Funds, does not receive limited partner referrals in connection with selecting or recommending broker-dealers for the Funds, and does not engage in directed brokerage. In the event RIC were to aggregate the purchase or sale of securities for Fund accounts, it would do so on a pro rata basis.

Item 13 – Review of Accounts

The investments made by the Funds are generally private, illiquid and long-term in nature. Accordingly, RIC's review process is not directed toward a short-term decision to dispose of securities. RIC's team of investment professionals closely monitor and conduct reviews of the portfolio companies and maintains ongoing oversight.

Zofie Mietus, RIC's Chief Compliance Officer, reviews the accounts of the RIC Funds on a quarterly basis and periodically checks to confirm that each Fund is maintained in accordance with its stated business objectives. Mrs. Mietus also reviews the Funds' accounts whenever a determination is made as to a distribution.

RIC furnishes to limited partners on behalf of Fund I, Fund II and Fund III the following written reports: (i) annual audited financial statements prepared in accordance with U.S. generally accepted accounting principles ("GAAP") as promulgated by the Financial Accounting Standards Board, accompanied by the report of the independent certified public accountant within 120 days of fiscal year end; (ii) unaudited financial statements for the first three quarters of each fiscal year within 45 days of each quarter's close; (iii) annual tax information necessary for the completion of tax returns (K-1s); (iv) an annual statement of the determination of the value of each investment as of the end of the preceding calendar year; and (v) a Fund update, provided quarterly. Limited partners in the SPVs receive: (i) annual audited financial statements prepared in accordance with GAAP, accompanied by the report of the independent certified public accountant within 120 days of fiscal year end; and (ii) annual tax information necessary for the completion of tax returns (K-1s). All reports are written and sent to limited partners in either a physical copy or are delivered electronically as per each limited partner's preference. The Firm also has contact with limited partners (*e.g.*, personal visits, telephone, email) throughout the year as conditions warrant.

In the course of conducting due diligence or otherwise, limited partners periodically request information pertaining to their investments. RIC responds to these requests, and in answering such requests, provides information that is not generally made available to other limited partners who have not requested such information. While RIC does not have an obligation to update any such information provided, the Firm endeavors to provide the information requested in the most current form available. Additionally, upon request, certain limited partners may receive additional information and reporting that other limited partners may not receive.

Item 14 – Client Referrals and Other Compensation

As described in Item 5 above, RIC receives compensation in the form of fees paid by the limited partners, as disclosed in the relevant Fund's Governing Documents. In addition, in connection with investments made by the Funds, RIC receives portfolio company remuneration from portfolio companies in which one or more of the Funds invest or propose to invest. These fees are paid pursuant to separate agreements entered into with the portfolio companies to provide certain consulting services that RIC believes will ultimately enhance the value of the companies and benefit the Funds and their limited partners.

These types of arrangements present potential conflicts of interest and provide RIC with an incentive to recommend investments based on compensation received rather than the best interests of a Fund. To help mitigate this potential conflict, a pro rata portion of such benefits received by RIC or its employees (but not Operating Advisors) in connection with services rendered to portfolio companies or transactions of a Fund are partially offset against (and therefore reduce) management fees payable by the relevant Fund, to the extent provided in and subject to certain exceptions described above in Item 5 and in each Fund's Governing Documents.

In connection with its fundraise for Fund III, RIC entered into an agreement with Shannon Advisors LLC ("Shannon Advisors"), in which RIC agreed to pay Shannon Advisors a retainer fee, as well as a percentage based upon the capital committed by limited partners introduced by Shannon Advisors to RIC. Placement agent fees and expenses offset the management fee payable by Fund III on a dollar-for-dollar basis. Shannon Advisors is a registered broker-dealer.

Item 15 – Custody

RIC is deemed to have custody of the assets of Fund I, Fund II and Fund III because of its affiliation with each Fund's General Partner and the relevant General Partner's ability to deduct fees from the Funds' accounts. RIC has custody over the SPVs by virtue of the Firm's ability to control such SPVs' bank accounts. In order to comply with Advisers Act Rule 206(4)-2 (the "Custody Rule"), RIC has elected to undergo an annual GAAP financial statement audit by a Public Company Accounting Oversight Board registered and inspected auditing firm for each of its Funds and SPVs. RIC delivers to limited partners of each Fund a copy of audited financial statements within 120 days of the fiscal year end. Limited partners are encouraged to carefully review such financial statements.

RIC does not accept physical custody of client money or securities (other than certain privately offered securities to the extent permitted by the Advisers Act); called capital is directly sent or wired into the relevant Fund's custodial accounts. RIC receives at least quarterly statements from its qualified custodian on behalf of the Funds. For more information about the Funds' qualified custodian, please see Form ADV Part 1, Schedule D, Section 7.B.(1).

Item 16 – Investment Discretion

RIC and its General Partners have discretionary authority based on the Governing Documents of each Fund to buy and sell securities or other investments on behalf of the Funds and to determine the amount of such investments to be bought and sold. Investment advice is provided directly to the Funds, subject to the discretion and control of the relevant General Partner, and not to limited partners in the Funds individually. To become a limited partner in a RIC Fund, an investor must execute, among other documents, a subscription agreement, which includes a power of attorney, and a limited partnership agreement (or similar agreement) with such Fund. Once a limited partner executes these documents, with limited exceptions, such as certain conflicts of interest as discussed elsewhere in this Brochure, RIC is not required to contact such limited partner prior to transacting business in a Fund.

The terms upon which RIC serves as an investment manager of a Fund are determined at the time each Fund is established and are generally set out in the applicable Governing Document. These terms potentially restrict RIC's advice concerning investments in certain securities or types of securities, diversification, geographies and leverage. RIC's authority to trade securities may also be limited by certain federal securities and tax laws that require diversification of investments and favor the holding of investments once made. A limited partner can seek to impose limitations on RIC's authority through a side letter agreement and RIC can choose to accept reasonable limitations or restrictions at its discretion. All limitations and restrictions placed upon by a limited partner must be presented to RIC in writing and agreed to by RIC and such limited partner. Other limited partners are not provided with consent rights regarding such agreements.

Item 17 – Voting Client Securities

By virtue of the Funds limited partnership agreements, RIC has the authority to vote client proxy statements on behalf of its Funds. The majority of “proxies” received by RIC will be written shareholder consents or similar instruments for private companies. As such, RIC has adopted proxy voting policies and procedures pursuant to Advisers Act Rule 206(4)-6. RIC's proxy voting policy seeks to ensure that it vote proxies in the best interest of the Funds, including where there are material conflicts of interest in voting proxies. RIC generally believes its interests are aligned with those of the Funds' limited partners through the principals' beneficial ownership interests in the Funds. In the event that there is a conflict of interest in voting proxies, RIC's proxy voting policy provides that the Firm can address the conflict using several alternatives, including by seeking the approval or concurrence of an advisory board on the proposed proxy vote, or through other alternatives set forth in RIC's proxy voting policy. Limited partners in the Funds cannot direct how RIC votes proxies or shareholder consents, nor is RIC required to seek limited partner approval or direction from limited partners when voting proxies or when giving consent on any matter requiring the consent of shareholders.

Firm principals and affiliated or unaffiliated third parties appointed by RIC, including Operating Advisors, often sit on the boards of portfolio companies to which RIC provides operational, management and consulting services and, as such, exercise authority with respect to various issues faced by the portfolio companies. RIC does not consider service on portfolio company boards by the aforementioned persons or their receipt of nominal board fees, if any, to create a material conflict of interest in voting proxies with respect to such companies.

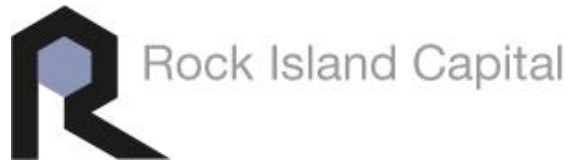
RIC will provide a copy of its proxy voting policy to any existing or prospective limited partner, as well as information about how RIC voted any previous proxies, if any, upon request to its Chief Compliance Officer, Zofie Mietus, at (630) 413-9137 or mietus@rockislandcapital.com.

Item 18 – Financial Information

Registered investment advisers are required to provide certain financial information or disclosures about their financial condition. RIC has no financial condition that impairs its ability to meet contractual commitments to limited partners, and has not been the subject of a bankruptcy petition.

In addition, RIC does not require or solicit prepayment of more than \$1,200 in fees per Fund, six months or more in advance.

Form ADV Part 2B: BROCHURE SUPPLEMENT



ROCK ISLAND CAPITAL, LLC

1415 West 22nd Street
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Oak Brook, IL 60523
(630) 413-9136

www.rockislandcapital.com

March 28, 2019

This Brochure supplement provides information about Rock Island Capital, LLC (“RIC”) that supplements the RIC Brochure. Please contact Zofie Mietus, Chief Compliance Officer, at (630) 413-9137 if you did not receive RIC’s Brochure or if you have any questions about the contents of this supplement.

Additional information about RIC is available on the SEC’s website at www.adviserinfo.sec.gov.

Alfred M. Mattaliano

Year of Birth: 1959

Founding Partner and Managing Member of the General Partner

1415 West 22nd Street, Suite 1250

Oak Brook, IL 60523

(630) 413-9140

Item 2 – Educational Background and Business Experience

Mr. Mattaliano is a Founding Partner of RIC and a Managing Member of each of RIC's Fund's General Partners. Prior to forming RIC in 2005, from 2001 to 2005, Mr. Mattaliano was a Principal with Catalyst/Hall, a middle market private equity and mezzanine fund. Prior to Catalyst/Hall, from 1991 to 2000, Mr. Mattaliano was a founder and Partner at Vine Street Partners, a middle market investment bank. Prior to Vine Street, from 1987 to 1991, Mr. Mattaliano worked at Bankers Trust Company. Prior to Bankers Trust, from 1983 to 1987, Mr. Mattaliano worked at American National Bank and Trust Company of Chicago. From 1981 to 1983, Mr. Mattaliano worked at Associates Commercial Corp.

Mr. Mattaliano received a Bachelor of Business Administration in Finance from the University of Notre Dame and a Master of Management in Finance and Accounting from Northwestern University's Kellogg Graduate School of Management.

Mr. Mattaliano sits on the boards of various portfolio companies of the RIC Funds.

Item 3 – Disciplinary Information

There are no disciplinary events material to a limited partner's evaluation of Mr. Mattaliano.

Item 4 – Other Business Activities

As stated above, Mr. Mattaliano serves on the boards of various RIC portfolio companies. Mr. Mattaliano's appointment to such boards has been designated to be in the best interest of the Funds and their respective limited partners. Serving on portfolio company boards could lead to potential conflicts of interest. For example, a conflict of interest can arise between Mr. Mattaliano's fiduciary duties to the portfolio company on which he serves and his duty to RIC as it is possible that decisions that are in the portfolio companies' best interests are not in RIC's best interests. As the Funds will generally be significant shareholders of such companies, it is expected that such interests will generally be aligned; however, appropriate measures have been taken whereby Mr. Mattaliano intends to recuse himself in such circumstances from the decision making process.

Other than the RIC portfolio company boards, Mr. Mattaliano is not engaged in any other investment-related business and does not receive compensation in connection with any business activity outside of RIC.

Item 5 – Additional Compensation

Mr. Mattaliano does not receive any economic benefit for providing advisory services, other than the compensation he receives from RIC.

Item 6 – Supervision

For compliance matters, Mr. Mattaliano is supervised by RIC's Chief Compliance Officer, Zofie Mietus, who can be contacted at (630) 413-9137. For investment matters, the relevant investment committee of each Fund is responsible for approving and monitoring all investments.

Michael E. Nugent

Year of Birth: 1971

Founding Partner and Managing Member of the General Partner

1415 West 22nd Street, Suite 1250

Oak Brook, IL 60523

(630) 413-9147

Item 2 – Educational Background and Business Experience

Mr. Nugent is a Founding Partner of RIC and a Managing Member of each of RIC's Fund's General Partners. Prior to forming RIC in 2005, from 2001 to 2004, Mr. Nugent was a Vice President at Dresner Capital, a middle market investment bank. Prior to Dresner, from 1998 to 2000, Mr. Nugent was a Director at Vine Street Partners, a middle market investment bank. Prior to joining Vine Street, from 1993 to 1997, Mr. Nugent worked for KPMG Peat Marwick LLP, providing audit and business advisory services to a diverse client base.

Mr. Nugent received a Bachelor of Business Administration in Accounting from the University of Notre Dame.

Mr. Nugent sits on the boards of various portfolio companies of the RIC Funds.

Item 3 – Disciplinary Information

There are no disciplinary events material to a limited partner partner's evaluation of Mr. Nugent.

Item 4 – Other Business Activities

As stated above, Mr. Nugent serves on the boards various RIC portfolio companies. Mr. Nugent's appointment on such boards has been designated to be in the best interest of the Funds and their respective limited partners. Serving on portfolio company boards could lead to potential conflicts of interest. For example, a conflict of interest can arise between Mr. Nugent's fiduciary duties to the portfolio company on which he serves and his duty to RIC as it is possible that decisions that are in the portfolio companies' best interests are not in RIC's best interests. As the Funds will generally be significant shareholders of such companies, it is expected that such interests will generally be aligned; however, appropriate measures have been taken whereby Mr. Nugent is expected to recuse himself in such circumstances from the decision making process.

Other than the RIC portfolio company boards, Mr. Nugent is not engaged in any other investment-related business and does not receive compensation in connection with any business activity outside of RIC.

Item 5 – Additional Compensation

Mr. Nugent does not receive any economic benefit for providing advisory services, other than the compensation he receives from RIC.

Item 6 – Supervision

For compliance matters, Mr. Nugent is supervised by RIC's Chief Compliance Officer, Zofie Mietus, who can be contacted at (630) 413-9137. For investment matters, the relevant investment committee of each Fund is responsible for approving and monitoring all investments.

Brian E. Bastedo

Year of Birth: 1978

Partner and Managing Member of the General Partner

1415 West 22nd Street, Suite 1250

Oak Brook, IL 60523

(630) 413-9143

Item 2 – Educational Background and Business Experience

Mr. Bastedo is a Partner of RIC and a Managing Member of Fund III's General Partner. Prior to joining Rock Island in 2011, Mr. Bastedo was a Managing Director at RedRidge Finance Group, a middle market debt placement and due diligence firm. Prior to RedRidge Finance Group, Mr. Bastedo served as an Associate Director at Bridge Finance Group LLC, a middle market commercial lender. Prior to Bridge Finance Group, Mr. Bastedo served as a Manager with PriceWaterhouseCoopers LLP (PWC) in their Transaction Services Group and as Senior Associate with Arthur Andersen LLP.

Mr. Bastedo holds a Bachelor of Business Administration in Accounting from the University of Notre Dame and a Masters of Business Administration in Finance from Indiana University.

Mr. Bastedo sits on the boards of various portfolio companies of the RIC Funds.

Item 3 – Disciplinary Information

There are no disciplinary events material to a limited partner partner's evaluation of Mr. Bastedo.

Item 4 – Other Business Activities

As stated above, Mr. Bastedo serves on the boards of various RIC portfolio companies. Mr. Bastedo's appointment to such boards has been designated to be in the best interest of the Funds and their respective limited partners. Serving on portfolio company boards could lead to potential conflicts of interest. For example, a conflict of interest can arise between Mr. Bastedo's fiduciary duties to the portfolio company on which he serves and his duty to RIC as it is possible that decisions that are in the portfolio companies' best interest are not in RIC's best interests. As the Funds will generally be significant shareholders of such companies, it is expected that such interests will generally be aligned; however, appropriate measures have been taken whereby Mr. Bastedo intends to recuse himself in such circumstances from the decision making process.

Other than the RIC portfolio company boards, Mr. Bastedo is not engaged in any other investment-related business and does not receive compensation in connection with any business activity outside of RIC.

Item 5 – Additional Compensation

Mr. Bastedo does not receive any economic benefit for providing advisory services, other than the compensation he receives from RIC.

Item 6 – Supervision

For compliance matters, Mr. Bastedo is supervised by RIC's Chief Compliance Officer, Zofie Mietus, who can be contacted at (630) 413-9137. For investment matters, the relevant investment committee of each Fund is responsible for approving and monitoring all investments.

Hugh H. McLean

Year of Birth: 1959

Partner

1415 West 22nd Street, Suite 1250

Oak Brook, IL 60523

(630) 413-9139

Item 2 – Educational Background and Business Experience

Mr. McLean is a Partner with RIC. Prior to joining Rock Island in 2016, Mr. McLean served as a Regional President and Managing Director for Talmer Bank. RIC was an investor in Talmer Bank, which was founded in 2009 and grew to \$6.7 billion in assets as of its sale date in 2016 by investing in under capitalized banks in Illinois, Michigan, and Ohio. Prior to Talmer, Mr. McLean was Vice Chairman of the PrivateBank, a publicly traded commercial bank headquartered in Chicago. He also held senior commercial banking positions with Firststar Bank and American National Bank prior to joining the PrivateBank in 1996.

Mr. McLean holds a Bachelor of Arts degree from Lawrence University and a Masters of Business Administration in Finance from the University of Chicago.

Item 3 – Disciplinary Information

There are no disciplinary events material to a limited partner partner's evaluation of Mr. McLean.

Item 4 – Other Business Activities

Mr. McLean is not actively engaged in any investment-related businesses outside of RIC, which would create a conflict of interest with RIC or its Funds.

Item 5 – Additional Compensation

Mr. McLean does not receive any economic benefit for providing advisory services, other than the compensation he receives from RIC.

Item 6 – Supervision

For compliance matters, Mr. McLean is supervised by RIC's Chief Compliance Officer, Zofie Mietus, who can be contacted at (630) 413-9137. For investment matters, the relevant investment committee of each Fund is responsible for approving and monitoring all investments.

Daniel K. Alport

Year of Birth: 1984

Vice President

1415 West 22nd Street, Suite 1250

Oak Brook, IL 60523

(630) 413-9142

Item 2 – Educational Background and Business Experience

Mr. Alport is a Vice President with RIC. Prior to joining RIC in 2013, Mr. Alport was a Vice President at Deloitte Corporate Finance, the middle-market investment banking affiliate of Deloitte LLP.

Mr. Alport holds a Bachelor of Science degree in Finance from the University of Illinois.

Item 3 – Disciplinary Information

There are no disciplinary events material to a limited partner partner's evaluation of Mr. Alport.

Item 4 – Other Business Activities

As stated above, Mr. Alport serves on the boards of various RIC portfolio companies. Mr. Alports's appointment to such boards has been designated to be in the best interest of the Funds and their respective limited partners. Serving on portfolio company boards could lead to potential conflicts of interest. For example, a conflict of interest can arise between Mr. Alports's fiduciary duties to the portfolio company on which he serves and his duty to RIC as it is possible that decisions that are in the portfolio companies' best interest are not in RIC's best interests. As the Funds will generally be significant shareholders of such companies, it is expected that such interests will generally be aligned; however, appropriate measures have been taken whereby Mr. Alport intends to recuse himself in such circumstances from the decision making process.

Other than the RIC portfolio company boards, Mr. Alport is not engaged in any other investment-related business and does not receive compensation in connection with any business activity outside of RIC.

Item 5 – Additional Compensation

Mr. Alport does not receive any economic benefit for providing advisory services, other than the compensation he receives from RIC.

Item 6 – Supervision

For compliance matters, Mr. Alport is supervised by RIC's Chief Compliance Officer, Zofie Mietus, who can be contacted at (630) 413-9137. For investment matters, the relevant investment committee of each Fund is responsible for approving and monitoring all investments.

Zofie Mietus

Year of Birth: 1984

Chief Compliance Officer and Chief Financial Officer

1415 West 22nd Street, Suite 1250

Oak Brook, IL 60523

(630) 413-9137

Item 2 – Educational Background and Business Experience

Mrs. Mietus is the Chief Compliance Officer and Chief Financial Officer of RIC. Mrs. Mietus joined RIC in 2007 and manages the financial operations of the Firm, including audit, tax, regulatory matters and reporting.

Mrs. Mietus is a licensed Certified Public Accountant (“CPA”) in Illinois. In order to become a CPA in the United States, the candidate must sit for and pass the Uniform Certified Public Accountant Examination (“Uniform CPA Exam”) established by the American Institute of Certified Public Accountants (AICPA). Eligibility to sit for the Uniform CPA Exam is determined by individual State Boards of Accountancy and typically includes a minimum number of qualifying credit hours in accounting and business administration plus one additional year of study. Specific licensing and certification requirements beyond the Uniform CPA Exam are set by each state’s laws and may vary from state to state. Typical state requirements include an experience component, an ethics component and a continuing professional education component, which must be fulfilled to maintain the CPA license.

Mrs. Mietus holds a Bachelor of Business Administration degree in Accounting and Finance from DePaul University.

Item 3 – Disciplinary Information

There are no disciplinary events material to a limited partner partner’s evaluation of Mrs. Mietus.

Item 4 – Other Business Activities

Mrs. Mietus is not actively engaged in any investment-related businesses outside of RIC, which would create a conflict of interest with RIC or its Funds.

Item 5 – Additional Compensation

Mrs. Mietus does not receive any economic benefit for providing advisory services, other than the compensation she receives from RIC.

Item 6 – Supervision

For compliance matters, Mrs. Mietus is supervised by RIC’s Managing Partner, Michael Nugent, who can be reached at (630) 413-9147. For investment matters, the relevant investment committee of each Fund is responsible for approving and monitoring all investments.