

# **Ridgemont Partners Management, LLC**

## **Form ADV Part 2A**

101 S TRYON STREET; SUITE 3400  
CHARLOTTE, NC 28280  
TELEPHONE: (704) 944-0914  
EMAIL: EBALOGH@RIDGEMONTEP.COM  
WWW.RIDGEMONTEP.COM

**March 28, 2024**

**This brochure (this “Brochure”) provides information about the qualifications and business practices of Ridgemont Partners Management, LLC (“Ridgemont”). If you have any questions about the contents of this Brochure, please contact us at (704) 944-0914 or via email at [ebalogh@ridgemontep.com](mailto:ebalogh@ridgemontep.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.**

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

**REGISTRATION WITH THE SEC AS AN INVESTMENT ADVISER DOES NOT IMPLY THAT RIDGEMONT OR ANY OF THE PRINCIPALS OR EMPLOYEES OF RIDGEMONT POSSESS A PARTICULAR LEVEL OF SKILL OR TRAINING IN THE INVESTMENT ADVISORY BUSINESS OR ANY OTHER BUSINESS.**

## **Item 2 - Material Changes**

This section of the brochure will discuss only specific material changes that have been made since the last annual updating amendment. The date of the most recent annual updating amendment to this brochure was March 30, 2023. Material changes since such annual updating amendment include: (i) updates to principal owners of Ridgemont and the amounts of assets managed by Ridgemont under Item 4; (ii) updates to Item 6 to include a continuation fund; and (iii) amendments to Item 14 to add more detail regarding payments to operating partners.

### **Item 3 - Table of Contents**

ITEM 4 - ADVISORY BUSINESS .....	4
ITEM 5 - FEES AND COMPENSATION .....	5
ITEM 6 - PERFORMANCE-BASED FEES AND SIDE-BY-SIDE MANAGEMENT .....	8
ITEM 7 - TYPES OF CLIENTS.....	10
ITEM 8 - METHODS OF ANALYSIS, INVESTMENT STRATEGIES AND RISK OF LOSS.....	11
ITEM 9 - DISCIPLINARY INFORMATION.....	17
ITEM 10 - OTHER FINANCIAL INDUSTRY ACTIVITIES AND AFFILIATIONS .....	17
ITEM 11 - CODE OF ETHICS, PARTICIPATION OR INTEREST IN CLIENT TRANSACTIONS AND PERSONAL TRADING.....	19
ITEM 12 - BROKERAGE PRACTICES .....	20
ITEM 13 - REVIEW OF ACCOUNTS .....	22
ITEM 14 - CLIENT REFERRALS AND OTHER COMPENSATION .....	23
ITEM 15 - CUSTODY.....	25
ITEM 16 - INVESTMENT DISCRETION .....	25
ITEM 17 - VOTING CLIENT SECURITIES .....	26
ITEM 18 - FINANCIAL INFORMATION.....	27

#### **Item 4 - Advisory Business**

Ridgemont Partners Management, LLC (“Ridgemont”) is a private equity firm that specializes in middle market buyout and growth equity investments. Ridgemont was founded in 2010. The principal owners of Ridgemont are Charles L. Anderson, Edward A. Balogh, Jr., Scott T. Dillon, Robert L. Edwards, Jr., Daniel T. Harknett, George E. Morgan, III, Walker L. Poole, John J. Purcell and John A. Shimp, who each hold their interests in Ridgemont indirectly through subsidiary vehicles, Ridgemont Partners Management Holdings, L.P. and/or Ridgemont Partners Management Holdings, LLC.

Ridgemont’s investment advisory business is principally focused on middle-market buyout and growth equity investments in closely-held private companies and new business platforms. Ridgemont primarily focuses on industries in which it has deep expertise, including business and tech-enabled services, healthcare, and industrial growth. Ridgemont takes pride in having a collaborative, long-term, partnership-based approach to its business, striving to forge close relationships with management teams, bankers, limited partners, and other key constituents.

Ridgemont provides the services described above to its advisory clients, which are private investment funds (collectively, the “Ridgemont Funds”). Generally, a related person of Ridgemont acts as the general partner of each Ridgemont Fund, and Ridgemont serves as investment adviser to each Ridgemont Fund. References to Ridgemont in this Brochure include, as the context requires, affiliates through which Ridgemont provides investment advisory services or that act in any capacity referenced in the previous sentence.

Ridgemont tailors its advisory services to the specific investment objectives and restrictions of each Ridgemont Fund pursuant to the investment guidelines and restrictions set forth in each Ridgemont Fund’s limited partnership agreement and investment management agreement. Investors and prospective investors of each Ridgemont Fund should refer to the confidential private placement memorandum, limited partnership agreement, investment management agreement and/or other governing documents (collectively, the “Governing Documents”) of the applicable Ridgemont Fund for complete information on the investment objectives and investment restrictions with respect to such Ridgemont Fund. There is no assurance that any of the Ridgemont Funds’ investment objectives will be achieved.

In accordance with common industry practice, the Ridgemont Funds and their general partners enter into “side letters” or similar agreements with certain investors pursuant to which the general partner grants the investor specific rights, benefits, or privileges that are not made available to investors generally.

Ridgemont does not participate in any wrap fee programs.

With respect to an existing Ridgemont Fund currently managed by Ridgemont (the “Legacy Ridgemont Fund”), Ridgemont generally manages such assets on a non-discretionary basis as further described in Item 16. Ridgemont will manage all other assets on a discretionary basis in accordance with the terms and conditions of each Ridgemont

Fund's Governing Documents. As of December 31, 2023, the amount of assets Ridgemont manages on a discretionary basis is approximately \$7,625,963,000 and the amount of assets Ridgemont manages on a non-discretionary basis is approximately \$8,782,000.

## **Item 5 - Fees and Compensation**

### *Compensation and Fee Schedules*

All investors and prospective investors should review the Governing Documents of each Ridgemont Fund in conjunction with this Brochure for complete information on the fees and compensation payable in connection with a particular Ridgemont Fund. Different Ridgemont Funds are subject to different management fees and performance-based compensation arrangements. In limited circumstances, the advisory fees payable to Ridgemont by individual investors in the Ridgemont Funds may be negotiable and/or waived. Investors and prospective investors in each Ridgemont Fund should note that similar advisory services may (or may not) be available from other investment advisers for similar or lower fees. Except for Ridgemont Equity Partners Affiliates II-B, L.P. ("Affiliates II-B"), Ridgemont Equity Partners Affiliates III, L.P. ("Affiliates III") and Ridgemont Equity Partners Affiliates IV, L.P. ("Affiliates IV"), all Ridgemont clients are "qualified purchasers" as defined in Section 2(a)(51) of the Investment Company Act of 1940, as amended (the "Company Act"), and therefore Ridgemont has not included specific fee information for those clients in this Brochure.

With respect to Affiliates II-B, Ridgemont receives an annual management fee generally equal to: (1) during the investment period, a percentage of commitments to Affiliates II-B, and (2) thereafter, a percentage of the cost basis of portfolio securities held by Affiliates II-B. In addition, an affiliate of Ridgemont receives a carried interest allocation from Affiliates II-B generally equal to a percentage of realized profits.

The management fees and performance-based compensation arrangement with respect to each of Affiliates IV and Affiliates III mirrors that of Affiliates II-B described above.

### *Deduction of Fees; Timing of Payments; Termination*

As a general matter, Ridgemont is authorized under the Governing Documents to charge and deduct advisory fees directly from the Ridgemont Funds. Nevertheless, with respect to the Legacy Ridgemont Fund, the limited partner (the "Legacy LP") or an affiliate thereof will remit payment directly to Ridgemont pursuant to the terms of the investment management agreement between Ridgemont and the Legacy LP.

Payment of advisory fees are generally made quarterly in advance and in accordance with negotiated terms between Ridgemont and each respective Ridgemont Fund and/or its limited partner(s). Please refer to the Governing Documents of each of the Ridgemont Funds for complete information on the timing of advisory fee payments.

Upon termination of any investment management agreement, any prepaid, unearned fees will be promptly refunded (determined on a pro rata basis based on the number of days

elapsed in the applicable payment period), and any earned, unpaid fees will be due and payable.

#### *Other Fees and Expenses*

In addition to the fees payable to Ridgemont, the Ridgemont Funds (and therefore, indirectly, the limited partners of such Ridgemont Funds) are permitted to incur certain charges imposed by third parties as set forth in the Governing Documents attributable to each Ridgemont Fund. Such charges could include (but are not limited to); corporate finance fees; any taxes that may be assessed against the Ridgemont Funds; all costs and expenses (including, without limitation, interest on money borrowed by the Ridgemont Funds or the Manager on behalf of the Ridgemont Funds, commissions and brokerage, custodial and other fees, costs and expenses) incurred in connection with sourcing, investigating, negotiating, acquiring, holding, monitoring, valuing and disposing of investments and potential investments (including any merger fees payable to third parties and the cost of forming and operating any AIV (defined below)); legal fees, costs and expenses and reasonable travel fees, costs and expenses (including first or business class commercial travel and, in certain circumstances, the actual cost of non-commercial air travel at rates not in excess of customary charter rates); fees, costs and expenses related to meetings and business related entertainment with personnel, intermediaries, prospective portfolio companies or prospective strategic partners of portfolio companies; all fees, costs and expenses relating to any litigation, investigation, proceeding or audit, and any threatened litigation, investigation, proceeding or audit involving or related to the business or activities of the Ridgemont Funds; fees, costs and expenses attributable to normal and extraordinary investment banking, commercial banking, appraisal, tax advisory, tax preparation, legal, consulting, financing, custodial, depositary (including a depositary appointed pursuant to the AIFMD or any law, rule or regulation relating to the implementation thereof in any relevant jurisdiction), Swiss representative and paying agent (pursuant to the Swiss Collective Investment Schemes Act (as amended) including any law, rule or regulation related to the implementation thereof), auditing and accounting services provided to the Ridgemont Funds (including, without limitation, expenses associated with the preparation of financial statements, tax returns and Schedule K-1s); premiums for insurance (including in respect of errors, omissions, fidelity, general partner liability, directors' and officers' liability, ERISA, cyber, crime and similar coverage) obtained in connection with the activities of the Ridgemont Funds; market data costs; research-related fees, costs and expenses; fees, costs and expenses incurred in implementing or maintaining third-party or proprietary software tools, programs or other technology for the benefit of the Partnership or the Limited Partners (including, without limitation, any and all costs and expenses of technology used in connection with accounting, investor reporting, relationship management, cybersecurity and portfolio management) including, without limitation, consulting, consumer relations management, software licensing, data management and recovery services fees and expenses, and any web portal, extranet tools or other administrative or reporting tools (including subscription based services) for the benefit of the Ridgemont Funds or their limited partners); fees, costs and expenses for indemnification; all out-of-pocket fees, costs and expenses incurred by the Ridgemont or its related persons relating to investment and disposition opportunities for the Ridgemont Funds whether or not consummated (including, without limitation, reasonable travel

(including first or business class commercial travel and, in certain instances, the actual cost of non-commercial air travel at rates not in excess of customary charter rates), legal, accounting, auditing, consulting and other fees, costs and expenses); fees, costs and expenses incurred in complying with anti-money laundering, anti-corruption or “know your customer” laws, Foreign Account Reporting Regimes or similar laws; fees, costs and expenses associated with the Ridgemont Funds’ compliance with the requirements of the AIFMD, as implemented in any relevant jurisdiction and including any secondary legislation, regulations, rules and/or associated guidance and any related requirements (including any equivalent law, rule or regulation which may come into effect from the United Kingdom ceasing to be part of the European Union); fees, costs and expenses incurred in connection with the managed distribution of marketable securities; winding up and liquidation fees, costs and expenses of the Ridgemont Funds and their general partners; fees, costs and expenses related to filings with the United States Committee on Foreign Investments in the United States (or any successor thereto) or any member agency thereof acting in its capacity as a member agency (“CFIUS”) or other matters related to CFIUS in connection with the Partnership’s investments or prospective investments; fees, costs and expenses incurred in connection with annual or other meetings of the investors, whether individually or as a group (including set-up, travel, honorarium, dining, entertainment and related expenses); the fees, costs and expenses of complying with any investor “side letter” or similar agreement provisions; the fees, costs and expenses associated with amendments to, and waivers, consents or approvals pursuant to side letters or similar agreements with limited partners and “most favored nations” election processes in connection therewith; all fees, costs and all expenses of the advisory boards of the Ridgemont Funds; organizational expenses attributable to the organization of the Ridgemont Funds (including the organization of the general partner and related entities) and the sale of interests in the Ridgemont Funds; and all other ordinary operating fees, costs and expenses, or non-recurring or extraordinary fees, costs and expenses attributable to the activities and operations of the Ridgemont Funds. The types of other fees, costs and expenses incurred will vary among Ridgemont Funds. All investors and prospective investors should review the Governing Documents of the applicable Ridgemont Fund in conjunction with this Brochure for complete information on the charges and expenses payable with respect to a particular Ridgemont Fund.

The section titled “*Brokerage Practices*” describes the factors Ridgemont considers in selecting or recommending broker-dealers and determining the reasonableness of their compensation.

#### *Timing of Payments*

Please refer to the subsection entitled “*Deduction of Fees; Timing of Payments; Termination*” described above.

#### *Transaction-Based Compensation*

Ridgemont does not receive any compensation as broker or agent for the sale of securities or other investment products to any Ridgemont Fund. Please refer to the subsection titled “*Economic Benefits Received from Third Parties*” below for information on other types of

compensation that Ridgemont or its related persons receive with respect to investments by the Ridgemont Funds.

## **Item 6 - Performance-Based Fees and Side-by-Side Management**

### *Performance-Based Fees*

A related entity of Ridgemont, as general partner of a Ridgemont Fund, will typically receive certain allocations calculated and charged based on a share of capital gains on or capital appreciation of the assets of such Ridgemont Fund (except certain co-investment vehicles). Such “carried interest” allocation arrangements comply with Rule 205-3 under the Investment Advisers Act of 1940 (together with all rules and regulations promulgated thereunder, the “Advisers Act”). Any share of profits allocated or distributed to the general partner or affiliate of a Ridgemont Fund is separate and distinct from the advisory fees charged by Ridgemont to such Ridgemont Fund for advisory services.

Arrangements regarding performance-based allocations received by related persons of Ridgemont, in certain circumstances, create an incentive for Ridgemont to recommend investments that are riskier or more speculative than those that would be recommended under a different fee arrangement.

### *Side-by-Side Management*

Ridgemont Funds are subject to different performance-based compensation arrangements. If Ridgemont or an affiliate is entitled to receive a higher percentage of the net profits of the account of one Ridgemont Fund than the percentage that Ridgemont or an affiliate receives from another Ridgemont Fund, then Ridgemont would in certain circumstances have an incentive to favor, or to allocate certain riskier or more speculative investments to, the Ridgemont Fund that is subject to the higher percentage.

To mitigate potential conflicts of interest, the allocation of commitments and investment decisions with respect to each Ridgemont Fund are made by Ridgemont with respect to all Ridgemont Funds in accordance with Ridgemont’s investment allocation policy, which takes into account multiple criteria, including: (i) the investment objectives, strategies, guidelines and restrictions of each Ridgemont Fund, (ii) the relevant allocation of investment opportunity provisions in a Ridgemont Fund’s Governing Documents, (iii) differences with respect to available capital (e.g., current or anticipated capital available for investment, including anticipated follow-on investments, if applicable), size, and remaining life of the Ridgemont Fund; (iv) potential conflicts of interest, including whether a Ridgemont Fund has an existing investment in the opportunity in question; (v) the nature of the investment opportunity, including the size, minimum investment amounts and source of the opportunity; (vi) current and anticipated market conditions; (vii) portfolio diversification; and (viii) tax, legal or regulatory considerations.

After the applicable Ridgemont Fund(s) have received their desired portion of a new investment or follow-on investment opportunity, Ridgemont, in certain cases, makes additional amounts with respect to such investment opportunity (if any) available for co-

investment to one or more strategic investors, third party sponsors, consultants, advisors or lenders, investors in the Ridgemont Funds, or other third parties. Co-investment opportunities will generally be offered on a deal-by-deal basis, to the extent available and appropriate, but Ridgemont will be under no obligation to offer any such opportunity. The terms of any such investment will generally be determined by Ridgemont on a case-by-case basis in its sole discretion. In addition, Ridgemont offers, from time to time, certain investors in the Ridgemont Funds the opportunity to co-invest alongside the Ridgemont Fund(s) through one or more co-investment vehicles formed for such purpose (to invest in transactions in certain industry sectors or pursuant to other policies as set forth in the Governing Documents of the applicable Ridgemont Fund), containing such terms and conditions as Ridgemont determines. Such co-investment vehicles may charge management fees and/or “carried interest.” Factors that Ridgemont may consider in allocating any particular co-investment opportunity include, among others: (i) general co-investment interest (whether a prospective co-investor has indicated to Ridgemont a desire to make investments of the type offered by the opportunity (e.g., the business and stage of the company or the size of the available co-investment opportunity)); (ii) specific co-investment interest (whether a prospective co-investor has proactively approached Ridgemont in respect of potentially co-investing in a particular portfolio company if and to the extent that an opportunity is available); (iii) timing (how quickly the prospective co-investor is able to conduct its own due diligence and make its own decision with respect to an opportunity); (iv) ability to make the investment (whether a prospective co-investor has the financial and other resources to make the investment); (v) quality of deal partner (whether Ridgemont believes that a prospective co-investor will represent a good syndicate partner in connection with the investment, including by giving confidence that such prospective co-investor will be able to meet future investment needs of the portfolio company); (vi) strategic value (e.g., the potential of the co-investor to introduce strategic relationships or provide operating advice or other industry expertise to the portfolio company); (vii) ability to provide support in diligence or industry expertise; (viii) ability to supply potential directors for the relevant company’s board; (ix) attractiveness of a potential co-investor’s regulatory or tax profile; (x) terms related to the offering of co-investment opportunities in the applicable Governing Documents; and (xi) such other factors relevant to the relationship of a particular investment opportunity to a given prospective co-investor.

#### *Continuation Fund*

Ridgemont also launched a “continuation fund” that purchased a portfolio investment from an existing Ridgemont Fund and as such, its investment activity will generally be limited to follow-on investments in such portfolio investment, subject to the terms of its Governing Documents.

Please refer to the Governing Documents of each Ridgemont Fund for complete information on the specific “performance-based fee” arrangements of each Ridgemont Fund.

## **Item 7 - Types of Clients**

### *Types of Clients and Investment Vehicles*

Ridgemont provides advice to pooled investment vehicles, including the Ridgemont Funds. The limited partners of the Ridgemont Funds include corporations, financial institutions, endowments, foundations, trusts, estates, sovereign wealth funds, natural persons and pension and profit-sharing plans.

In addition to Ridgemont Funds in which third party limited partners participate, Ridgemont has organized certain Ridgemont Funds ("Affiliates Funds") through which select current and former executive officers, consultants and other persons with a strategic connection to Ridgemont or certain portfolio companies co-invest with other Ridgemont Funds. The Governing Documents of Affiliates Funds offer different terms to investors than those set forth in the Governing Documents of the Ridgemont Funds with which such Affiliates Funds co-invest. Prospective investors are requested to refer to the Governing Documents of the applicable Affiliates Fund for complete details.

In connection with the formation and management of a Ridgemont Fund, Ridgemont forms, from time to time, certain related entities for such Ridgemont Fund. Ridgemont and/or its affiliates are permitted to establish certain investment vehicles ("Feeder Funds") to address tax, regulatory or structural issues. Each Feeder Fund, if formed, would be a limited partner of a Ridgemont Fund (or AIV, as defined below) and interests in such Feeder Fund would be held by the investors who elect to participate in the applicable Ridgemont Fund or AIV through such Feeder Fund. In addition, Ridgemont is permitted to form (i) other alternative investment vehicles or special purpose vehicles (collectively, "AIVs") for the purpose of facilitating certain investments by one or more Ridgemont Funds and/or investors or (ii) one or more investment vehicles for the purpose of managing co-investments ("Co-investment Funds"). Prospective investors are requested to refer to the Governing Documents of the applicable Ridgemont Fund for complete details on any Feeder Fund or Co-investment Fund established by such Ridgemont Fund and such Ridgemont Fund's ability to make investments through AIVs.

### *Minimum Investment Requirements*

The Ridgemont Funds are generally offered to accredited investors and/or qualified purchasers pursuant to Section 3(c)(1) or 3(c)(7) of the Company Act and are therefore not required to register as investment companies under the Company Act in reliance upon certain exemptions available to the Ridgemont Funds whose securities are not publicly offered.

In general, the minimum investment commitment required of a limited partner to participate in a Ridgemont Fund is generally \$10,000,000; however, the general partner of each Ridgemont Fund has discretion to increase or reduce the minimum investment commitment. Investors are requested to refer to the Governing Documents of each Ridgemont Fund for complete information on advisory fees and minimum investment requirements for participation in a particular Ridgemont Fund.

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

### *Investment Strategies*

As discussed in Item 4 above, Ridgemont's primary investment strategy is to make middle market buyout and growth equity investments in closely-held private companies and new business platforms. Ridgemont generally seeks majority investment ownership or lead minority investor positions in middle market buyout and growth equity companies, as well as investor rights and/or board representation with respect to such companies. Ridgemont focuses on a select number of target industries, including basic industries and services, energy, healthcare, and telecommunications, media and technology.

### *Methods of Analysis*

Investments, and potential investments, are analyzed by Ridgemont based upon (i) the industry classification of the target portfolio company; (ii) the dollar amount of the total transaction and the size of the Ridgemont investment; (iii) the attractiveness and growth prospects of the target portfolio company and its industry; (iv) the business strategy and focus of the target portfolio company; and (v) the relevant experience of the target portfolio company's officers and directors.

Ridgemont's principal sources of information in identifying investments include its network of industry participants, bankers, consultants, executives and professional advisors (including attorneys, accountants and other industry advisors), private offering memoranda, quarterly and annual reports, personal interviews with directors and officers of such entities, visits to such entities, SEC filings (if available) and general industry knowledge.

Upon identifying a target portfolio company investment, Ridgemont engages in a thorough due diligence process that includes an initial screening memorandum presented at a meeting of the Ridgemont partners, which will typically include information concerning the target portfolio company's financial history, management, and industry, as well as the proposed deal structure and projected return on the investment. Following the initial screening process, Ridgemont will collect analysis from industry consultants and experts on an as-needed basis and an in-depth presentation on the prospective investment will be provided to Ridgemont's investment committee (the "Investment Committee"). After legal, tax and accounting review, as well as multiple rounds of Investment Committee meetings, a final "Investment Approval Request Memorandum" is given to the Investment Committee. Upon final approval of the Investment Committee, Ridgemont will typically evaluate, negotiate and finalize financing for the prospective transaction.

### *Material Risks*

The task of identifying investment opportunities and managing such investments is difficult. There can be no assurance that Ridgemont will be able to choose, and the Ridgemont Funds will be able to make and/or realize, any particular investment or that the Ridgemont Funds will be able to generate returns for their investors. In addition, there can

be no assurance that any investor will receive any distribution from a Ridgemont Fund. Investing in the Ridgemont Funds involves a risk of loss that investors should be prepared to bear. Investors in the Ridgemont Funds are requested to refer to the Governing Documents of the applicable Ridgemont Fund for more complete information on investment strategies employed by such Ridgemont Fund and the corresponding risks associated with such investment strategies. Investors in the Ridgemont Funds should carefully consider, among other factors (including additional risks described in the Governing Documents of the applicable Ridgemont Fund), the following material risks involved with Ridgemont's investment strategies.

Nature of Investments. A substantial portion of a Ridgemont Fund's investments will be in equity or equity-related investments that by their nature involve business, financial, market and/or legal risks. A Ridgemont Fund's investments will be highly illiquid, and there can be no assurance that a Ridgemont Fund will be able to realize on such investments in a timely manner. Consequently, dispositions of such investments will at times require a lengthy time period or may result in distributions in kind to investors.

While such investments offer the opportunity for significant capital gains, they also involve a high degree of risk that may result in substantial losses. There can be no assurance that the general partner of a Ridgemont Fund or Ridgemont will correctly evaluate the nature and magnitude of the various factors that could affect the value of such investments. Prices of the investments are at times volatile, and a variety of other factors that are inherently difficult to predict, such as domestic or international economic and political developments, can significantly affect the results of a Ridgemont Fund's activities.

Control Liability. A Ridgemont Fund will often own a significant or controlling percentage of the common equity of its portfolio companies. A Ridgemont Fund will generally appoint one or more representatives to the board of directors of the companies in which it invests. On occasion, a representative of a Ridgemont Fund may also serve in an executive officer position with a portfolio company. Significant or controlling ownership and serving on the board of directors or as an executive officer of a portfolio company exposes a Ridgemont Fund's representatives, and ultimately a Ridgemont Fund, to potential liability because a Ridgemont Fund or its representatives in certain cases are thought to control, participate in the management of or influence the conduct of such portfolio company. Even if such claims, lawsuits or investigations prove to be without merit, a Ridgemont Fund would be required to expend significant resources defending themselves and their affiliates. In addition, such Ridgemont Fund's reputations and goodwill may be harmed if they are considered a controlling stockholder of a portfolio company that is subject to negative publicity.

Non-Controlling Investments. A Ridgemont Fund is permitted to invest in minority positions in portfolio companies and, in certain such cases, would have a limited ability to exert significant influence or protect its position. Accordingly, in such circumstances a Ridgemont Fund would have a limited ability to protect its interests in such portfolio companies and to influence such portfolio companies' management. In such cases, a Ridgemont Fund will be significantly reliant on the other equity participants in the portfolio

companies and on the existing management and board of directors of such portfolio companies, which will at times include representation of other financial investors with whom a Ridgemont Fund is not affiliated and whose interests may conflict with the interests of such Ridgemont Fund. In addition, where a Ridgemont Fund holds a minority position in a portfolio company, such Ridgemont Fund is also expected to have limited information rights with respect to such portfolio company (in comparison with portfolio companies controlled by such Ridgemont Fund) and thus will receive less information regarding such portfolio company than some or all of its other equity holders.

Limited Number of Investments. Ridgemont intends for each Ridgemont Fund to participate in a limited number of investments and, as a consequence, the aggregate return of such Ridgemont Fund would be adversely affected by the unfavorable performance of even a single investment. Although Ridgemont intends to diversify each Ridgemont Fund's portfolio to the extent reasonably possible within the confines of such Ridgemont Fund's investment strategy, the inability of Ridgemont to achieve this objective could adversely affect the performance of a Ridgemont Fund. Furthermore, to the extent that the capital raised is less than the targeted amount, a Ridgemont Fund would likely make fewer investments and thus be less diversified.

Leverage. Portfolio companies in which a Ridgemont Fund invests in will typically have leveraged capital structures. Such investments are inherently more sensitive to declines in revenues and to increases in expenses. Utilization of leverage is a speculative investment technique and involves risks to investors. The leverage used will result in interest expense and other costs incurred in connection with such borrowings, which may not be covered by available cash flow. Use of leverage is likely to increase the exposure to adverse economic factors such as significantly rising interest rates, downturns in the economy or deterioration in the condition of any given portfolio company or its industry. In the event a portfolio company is unable to meet principal and interest payments on its third-party indebtedness, the value of a Ridgemont Fund's investment in such entity could be significantly reduced or even eliminated.

In addition, a Ridgemont Fund's ability to achieve attractive rates of return will depend in part on its ability to access sufficient sources of indebtedness for its portfolio companies at attractive rates and terms. Reduced availability, an increase in interest rates and/or other tightening of terms associated with indebtedness available to a Ridgemont Fund's portfolio companies would make it more expensive to finance such Ridgemont Fund's portfolio investments and could make it more difficult for a Ridgemont Fund to compete for suitable investment opportunities. Under certain circumstances it would also be necessary from time to time for a leveraged portfolio company to seek refinancing or restructuring of its debt financing, and there can be no assurance that any needed refinancing or restructuring is available on terms that are favorable to a Ridgemont Fund's investment in the portfolio company. The ability of portfolio companies to refinance debt securities depends on their ability to raise capital in the leveraged finance debt markets (including the public high yield debt market or otherwise), which historically have been cyclical with regard to the availability of financing. Leverage can enhance total returns to the Ridgemont Fund's partners; however, cash flow from operations or investment that could otherwise be

available to a leveraged portfolio company to fund growth often would instead be diverted to repay the company's debt obligations. If a portfolio company's cash flow is insufficient to cover its debt obligations, returns to the partners could be lower, such portfolio company could ultimately become insolvent and the Ridgemont Fund could suffer a partial or total loss of its invested capital.

A portfolio company's obligations to its lenders will likely be senior to a Ridgemont Fund's investment in the company and will possibly also be secured by the assets of the company. Such Ridgemont Fund's junior status could result in a loss of investment by such Ridgemont Fund in liquidations or sale transactions. A Ridgemont Fund is permitted to guarantee the indebtedness of some portfolio companies. Consequently, if a portfolio company's cash flow is insufficient to cover its debt obligations, such Ridgemont Fund could be called upon to fund all or a portion of a portfolio company's debt obligations to satisfy such guarantees. This would reduce the amount of capital such Ridgemont Fund has available for other purposes and could adversely affect returns to the investors in such Ridgemont Fund. In addition, reduced availability of third-party leverage to finance acquisitions of portfolio companies could adversely affect a Ridgemont Fund's investment strategy.

Reliance on Other Management. The day-to-day operations of each portfolio company in which a Ridgemont Fund invests will be the responsibility of such portfolio company's management team. Although Ridgemont and each Ridgemont Fund's general partner will monitor the performance of a Ridgemont Fund's portfolio companies and will screen for and, if necessary, recruit capable management, there can be no assurance that such management will be able to operate any such portfolio company in accordance with such Ridgemont Fund's expectations.

Bridge Loans. From time to time, a Ridgemont Fund will lend to portfolio companies on a short-term, unsecured basis or otherwise invest on an interim basis in portfolio companies in anticipation of a future issuance of equity or debt securities or other refinancing or syndication. Some such loans are convertible into a more permanent, long-term security; however, for reasons not always in a Ridgemont Fund's control, such long-term securities issuance or other refinancing or syndication may not occur and such loans and interim investment would then remain outstanding. In such event, the interest rate on such loans would likely not adequately reflect the risk associated with the unsecured position taken by such Ridgemont Fund and such Ridgemont Fund's exposure to the relevant portfolio company (and concentration in such portfolio company) will be increased.

Follow-On Investments. A Ridgemont Fund will from time to time be called upon to provide follow-on funding for its portfolio companies or have the opportunity to increase its investment in portfolio companies. There can be no assurance that a Ridgemont Fund will have sufficient capital to do so. Any decision not to make follow-on investments or the inability to make them can, in certain circumstances, have a substantial negative impact on a portfolio company in need of such an investment or diminish a Ridgemont Fund's proportionate ownership in such portfolio company and thus its ability to influence such portfolio company's future development. Financing for companies from sources other than

a Ridgemont Fund may be required. There is no assurance that such additional sources of financing will be available, or, if available, will be on terms beneficial to the relevant Ridgemont Fund. Each Ridgemont Fund's capital is limited and in certain circumstances would not be adequate to protect such Ridgemont Fund from dilution in multiple rounds of portfolio company financings. Further, the allocation of investment opportunities among a Ridgemont Fund and other Ridgemont investment funds would depend, in part, on their respective reserves at the time of allocating the opportunity, possibly resulting in lower returns if any of such reserves were later determined to be inadequate or excessive.

Non-U.S. Investments. A Ridgemont Fund is permitted to invest in portfolio companies operating and/or organized outside of the United States. Such investments will involve risks not typically associated with investments in the securities of U.S. companies. Such investments can be subject to certain additional risk due to, among other things, potentially unsettled points of applicable governing law, the risks associated with fluctuating currency exchange rates, capital repatriation regulations (as such regulations are given effect during the term of such Ridgemont Fund) and the application of complex tax rules to cross-border investments. The foregoing factors can increase transaction costs, adversely impact the value of a Ridgemont Fund's investments in non-U.S. portfolio companies and otherwise reduce returns to a Ridgemont Fund's investors.

Uncertain Economic, Social and Political Environment. Consumer, corporate and financial confidence may be adversely affected by current or future tensions around the world, fear of terrorist activity and/or military conflicts, localized or global financial crises or other sources of political, social or economic unrest. Such erosion of confidence could lead to or extend a localized or global economic downturn. Furthermore, such confidence could be adversely affected by local, regional or global health crises including but not limited to the rapid and pandemic spread of novel viruses, such as those commonly known as SARS, MERS and COVID-19. Such health crises could exacerbate political, social and economic risks previously mentioned and result in significant breakdowns, delays and other disruptions on a local, regional and global scale, which would be expected to have adverse effects on the operating performance of affected portfolio companies. A climate of uncertainty, including the spread of infectious viruses or diseases, may reduce the availability of potential investment opportunities, and increases the difficulty of modeling market conditions, potentially reducing the accuracy of financial projections. In addition, limited availability of credit for consumers, homeowners and businesses, including credit used to acquire businesses, in an uncertain environment or economic downturn may have an adverse effect on the economy generally and on the ability of the Funds and their portfolio companies to execute their respective strategies and to receive an attractive multiple of earnings on the disposition of businesses. This could slow the rate of future investments by the Funds and result in longer holding periods for investments. Furthermore, such uncertainty, including the uncertainty stemming from the spread of infectious viruses or diseases, or general economic downturn will in certain circumstances have an adverse effect upon the Funds' portfolio companies.

For a time, COVID-19 significantly diminished global economic production and activity of all kinds and has contributed to volatility in all financial markets. Although as of the

date of this Brochure, COVID-19 is no longer considered to be a global pandemic, the ultimate impact of COVID-19 on global economic conditions, and on the operations, financial condition and performance of any particular industry or business, is still currently impossible to predict. Even as the spread of the COVID-19 virus itself has been substantially contained, it is still difficult to assess what if any negative longer-term impacts on future macro- and micro-economic developments, the health of certain industries and businesses, and commercial and consumer behavior will be.

Conflict in Ukraine. Russia launched a large-scale invasion of Ukraine on February 24, 2022, which remains ongoing, and, in response, the United States and other governments have imposed wide-ranging economic sanctions and other restrictions on certain individuals and businesses connected to Russia and Belarus and their respective activities. The extent and duration of the military action, the possibility of the conflict expanding beyond Ukraine and Russia, and resulting sanctions and other economic and political measures and future market disruptions in the region and worldwide are impossible to predict, but could be significant and have a severe adverse effect on the region and collateral effects globally, including significant negative impacts on the global economy and the markets for certain securities and commodities, such as oil and natural gas, as well as other sectors. Developing and further governmental actions (sanctions-related, military or otherwise) may cause additional disruption and constrain or alter existing financial, legal and regulatory frameworks in ways that are adverse to the investment strategy of the Ridgmont Funds. Such effects and impacts could have a material adverse effect on the Ridgmont Funds and its investments.

Inflation. Some countries, including the United States, are currently and may in the future experience substantial rates of inflation, which may have negative effects on the economies and securities markets of their economies, and have resulted in significant increases in interest rates. Governmental efforts to curb inflation (such as price controls) may involve drastic economic measures affecting the level of economic activities. There can be no assurance that the relevant governments will be able to exercise effective control over inflation rates or that a high rate of inflation and/or significant increases in interest rates will not have a materially adverse effect on a Ridgmont Fund's investments.

Stability of the Banking System. Following the shutdowns of Silicon Valley Bank and Signature Bank, the purchase of Credit Suisse by UBS, and other events in the banking sector in March 2023, a number of U.S. regional banks suffered declines in their stock prices and needed to obtain access to additional funds. These events have led to uncertainty in financial markets and the business community as to the stability of the banking sector more generally. There have been fears that the situation is systemic rather than limited to a few smaller banks. Some larger and more systemically significant banks in Europe, the U.S. and Asia have suffered stock price declines and in some cases stabilizing central bank action has been required.

It is possible that systemic risk in the banking sector is higher than expected and that the current uncertainty will lead to more widespread disruption of the banking and broader financial sectors, or that other sectors and industries will be affected, including the

technology sector in which the Fund operates. Should any such disruption become widespread, this may pose a material risk to the Fund's performance.

Deposit accounts in U.S. banks generally are insured up to \$250,000. Although the U.S. government protected deposits at Silicon Valley Bank and Signature Bank in excess of this amount, there is no guarantee that it will do the same in the case of failures of other banks. A Ridgemont Fund may not limit deposits at any particular bank to \$250,000. Portfolio companies may also have deposits at banks that exceed \$250,000 at a given time. As a result, such Ridgemont Fund and its portfolio companies may be subject to losses in respect of uninsured deposits in the event of bank failures, as well as delays in accessing funds that render such Ridgemont Fund or portfolio companies unable to satisfy payment obligations unless they can quickly access additional cash.

### **Item 9 - Disciplinary Information**

Ridgemont and its principals have not been the subject of any material legal proceeding required to be disclosed in response to this item.

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

#### *Registered Broker-Dealers*

Neither Ridgemont nor any of its management persons are registered as a broker-dealer or a registered representative of a broker-dealer. In addition, Ridgemont and its management persons are not affiliated with any broker-dealer.

#### *Registered Futures Commission Merchants, Commodity Pool Operators and Commodity Trading Advisors*

Neither Ridgemont nor any of its management persons are registered as a registered futures commission merchant, commodity pool operator or commodity trading advisor.

#### *Relationships with Related Persons*

As discussed in the section titled "*Code of Ethics, Participation or Interest in Client Transactions and Personal Trading*," Ridgemont and its related persons are, directly or indirectly, the general partners, limited partners and/or managing members of the general partner of each of the Ridgemont Funds. Ridgemont and its related persons manage multiple Ridgemont Funds. This can create conflicts in the allocation of time, resources and investment opportunities among the Ridgemont Funds. Please refer to the Governing Documents of the relevant Ridgemont Fund for complete information on the requisite time commitments (if any) of Ridgemont and its related persons to the Ridgemont Funds and the allocation of investment opportunities among the Ridgemont Funds. Please also refer to the description of Ridgemont's investment allocation policy described in the subsection "*Side-by-Side Management*" above.

Employees of Ridgemont and its affiliates will often serve as officers, advisors, directors or in comparable management functions for portfolio companies in which the Ridgemont

Funds invest, or provide other services to portfolio companies, and may receive compensation in connection therewith. In connection with such activities, employees of Ridgemont will generally be given access to confidential information relating to companies in which the Ridgemont Funds invest or may otherwise become subject to legal or contractual restrictions on their ability to effect transactions for the Ridgemont Funds. As a result, the Ridgemont Funds would, under certain circumstances, be prohibited for a period of time from engaging in transactions with respect to the debt or securities of certain portfolio companies, which prohibition may have an adverse effect on the Ridgemont Funds. The above individuals may spend a substantial portion of their time with these related activities.

Conflicts of interest could, under certain circumstances, arise because Ridgemont personnel serve as directors of certain companies or other legal entities in which the Ridgemont Funds have invested. In those instances where the Ridgemont Funds are not the sole owners of the applicable company or other legal entity, in addition to any fiduciary duties the Ridgemont personnel owe to the Ridgemont Funds, as directors of companies or other legal entities, such personnel would owe certain duties to the owners of the companies or other legal entities and to persons other than the Ridgemont Funds. In general, such director positions are often important to the Ridgemont Funds' investment strategy and have the effect of enhancing the ability of Ridgemont personnel to manage investments. However, such positions could, under certain circumstances, place Ridgemont personnel in a position where a decision must be made that is either not in the best interests of the Ridgemont Funds or not in the best interests of the owners of the company or other legal entity. Should such Ridgemont personnel make a decision that is not in the best interest of the owners of a company, such decision may subject Ridgemont and the Ridgemont Funds to claims that they would not otherwise be subject to as an investor, including claims of breach of the duty of loyalty, securities claims and other director-related claims.

From time to time and subject to the relevant Governing Documents, certain Ridgemont Funds are expected to hold or may acquire positions in portfolio companies in which other Ridgemont Funds invest or have invested, which could be coincident with or precede one another. Follow-on investments in companies in which a Ridgemont Fund and one or more other Ridgemont Funds have invested would not necessarily be pro rata based on existing ownership in such companies. The Ridgemont Funds would, under certain circumstances, have divergent interests with respect to exit strategies from such investments, restructuring the capital structure or business of such companies or other matters affecting the investment in such companies. To the extent that multiple Ridgemont Funds hold an interest in the same company, disposition opportunities with respect to that investment shall, to the extent practicable, be allocated among such Ridgemont Funds on a basis that is fair and equitable to each Ridgemont Fund as determined by Ridgemont taking into account all relevant facts and circumstances and subject to the relevant Governing Documents.

Ridgemont, the Ridgemont Funds, and the Ridgemont Funds' portfolio companies may engage common service providers. In such circumstances, there may be a conflict of interest between Ridgemont, on the one hand, and a Ridgemont Fund and/or its portfolio companies, on the other hand, or between different Ridgemont Funds and their respective portfolio companies, in determining whether to engage such service providers, including

the possibility that Ridgemont will favor the engagement or continued engagement of such persons if it, its personnel or affiliates, or one or more other Ridgemont Funds receive a benefit from such service providers, such as lower fees, that it would not receive absent the engagement of such service provider by a given Ridgemont Fund or its portfolio companies.

With respect to the Legacy Ridgemont Fund, the Legacy LP or an affiliate thereof will generally act as custodian and may assist Ridgemont with recordkeeping, certain regulatory filings, preparation of financial statements, and other administrative functions as agreed to between Ridgemont and the Legacy LP.

#### *Selection or Recommendation of Other Advisers*

Ridgemont does not recommend or select other investment advisers for its clients and does not receive compensation from such advisers in a manner that would create a material conflict of interest. Ridgemont does not have other business relationships with other advisers that create a material conflict of interest.

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

#### *Code of Ethics*

Ridgemont has adopted a Code of Ethics under Rule 204A-1 of the Advisers Act expressing Ridgemont's commitment to ethical conduct. Ridgemont's Code of Ethics describes its fiduciary duties and responsibilities to its clients, and sets forth, among other things, Ridgemont's (i) policies on receipt of gifts by employees and campaign contributions and (ii) practice of monitoring the personal securities transactions of supervised persons with access to client investment recommendations. Under Ridgemont's Code of Ethics, all supervised persons have a duty to act only in the best interests of the Ridgemont Funds and potential conflicts and violations of the Code of Ethics must be promptly reported to Ridgemont's Chief Compliance Officer ("CCO"). All supervised persons must acknowledge the terms of the Code of Ethics annually, or as amended. It is the expressed policy of Ridgemont that no person employed by Ridgemont shall prefer his or her own interest to that of a Ridgemont Fund or make personal investment decisions based on the investment decisions of the Ridgemont Funds.

To supervise compliance with its Code of Ethics, Ridgemont requires that anyone associated with its advisory practices with access to advisory recommendations provide annual securities holdings reports and quarterly brokerage statements (or equivalent quarterly transaction reports) to the firm's CCO (or to another person designated by the CCO). Ridgemont requires such "access persons" to also receive approval from the CCO prior to investing in any initial public offerings or private placements.

In an effort to prevent inappropriate securities transactions by Ridgemont's personnel, the CCO will maintain and make available a list of restricted securities. Access persons are

strictly prohibited from trading on their own behalf in restricted securities without obtaining the prior written approval of the CCO.

Ridgemont requires that all individuals act in accordance with all applicable federal and state regulations governing investment advisory practices. Ridgemont also has a policy prohibiting the use of material non-public information. Any individual not in observance of the above may be subject to discipline or termination.

Ridgemont will provide a complete copy of its Code of Ethics to any client or prospective client upon request.

#### *Participation or Interest in Client Transactions; Personal Trading*

As general partners, limited partners and/or managing members of the general partners of each of the Ridgemont Funds, Ridgemont and its related persons have indirect beneficial interests in the securities owned by the Ridgemont Funds and will share in any profits and losses generated by the Ridgemont Funds' investments. Moreover, in certain situations, related persons of Ridgemont may purchase interests in the same portfolio investments held by one or more Ridgemont Funds. All such transactions are subject to compliance with Ridgemont's Code of Ethics as described above. Any access person who has or acquires ownership of an issuer through a private placement (excluding any indirect investment in an issuer via a direct or indirect interest in a Ridgemont Fund) must affirmatively disclose that interest to the CCO if such access person is involved in considering or determining any subsequent investment decision regarding an investment by a Ridgemont Fund in any security of that issuer or an affiliate.

Ridgemont and/or certain related persons of Ridgemont may, from time to time, directly or through one or more entities, sell securities in which they have a direct or indirect ownership interest to certain Ridgemont Funds in connection with certain "warehousing" transactions, provided that the sale is consistent with Ridgemont's fiduciary obligations to the Ridgemont Funds. Such transactions will be fully disclosed and the written consent of the appropriate Ridgemont Fund (which, in certain circumstances, may be provided by the Ridgemont Fund's advisory board) will be obtained prior to the consummation of any such transactions in accordance with Section 206(3) of the Advisers Act to the extent that such transactions constitute "principal transactions" under Section 206(3).

Moreover, Ridgemont may cause a Ridgemont Fund to engage in "cross transactions" via the purchase or acquisition of a security from, or the sale or transfer of a security to, another Ridgemont Fund, provided that the transfer is consistent with Ridgemont's fiduciary obligations to each Ridgemont Fund participating in the cross transaction.

While Ridgemont endeavors at all times to act in the best interests of the Ridgemont Funds, investors should be aware that such transactions create a potential conflict of interest.

#### **Item 12 - Brokerage Practices**

##### *Discretionary Brokerage*

The Ridgemont Funds invest primarily in private equity investments, which are generally purchased and sold through privately negotiated transactions. However, the Ridgemont Funds from time to time receive shares of certain companies as part of a general distribution or initial public offering. Subject to the investment objectives, policies and restrictions of each Ridgemont Fund, as set forth in such Ridgemont Fund's Governing Documents, Ridgemont will generally have discretionary authority to select the broker or dealer to be used to execute transactions in securities on behalf of the Ridgemont Funds and negotiate the commission cost to be paid.

In selecting brokers, Ridgemont's primary consideration will be to obtain the most favorable net result for the Ridgemont Funds under the circumstances, which will not necessarily involve the lowest possible commission cost. In selecting broker-dealers to effect securities transactions, Ridgemont seeks to obtain best execution by considering factors including, but not limited to, execution quality, price, the level of service offered, reliability, experience in liquidating distributions from private equity funds, research services (such as reports and analyses of markets, industries, companies and economic trends) and such other factors as Ridgemont considers relevant and beneficial to the Ridgemont Funds. The applicability of specific criteria will vary depending upon the nature of the transaction, the market in which it is executed, and the extent to which it is possible to select from among multiple brokers or dealers.

#### *Directed Brokerage*

Notwithstanding the foregoing, the Legacy Ridgemont Fund may, through its affiliation with the Legacy LP, have a pre-established relationship with a specific broker or dealer. In such cases, Ridgemont permits the Legacy LP to instruct Ridgemont to execute all securities transactions through that broker or dealer with respect to the Legacy Ridgemont Fund. Directing brokerage may cost the Legacy Ridgemont Fund more money. In the event that Ridgemont is instructed to use a particular broker or dealer, it should be understood that Ridgemont may not have the ability to negotiate commissions and obtain volume discounts and best execution may not be achieved. In addition, in a directed brokerage account, the Legacy Ridgemont Fund may pay higher brokerage commissions because Ridgemont may not be able to aggregate orders with other clients to reduce transaction costs, and therefore the Legacy Ridgemont Fund may receive less favorable prices. Under these circumstances a disparity in commission charges may exist between the Legacy Ridgemont Fund and other clients.

#### *Research and Soft Dollar Benefits*

Ridgemont does not engage in soft dollar arrangements with respect to securities transactions for the Ridgemont Funds.

Any research services and/or other products or services that are provided to Ridgemont by brokers and dealers may be used for the benefit of all clients of Ridgemont and do not necessarily benefit solely the Ridgemont Fund from which the commissions were generated. The receipt of research and/or other products or services is not directly

connected to the recommendation of brokerage services to the Ridgemont Funds, but does create a potential conflict of interest of which investors should be aware in assessing Ridgemont's choice of broker-dealers.

#### *Service Providers and Client Referrals*

Subject to Ridgemont's obligation to seek best execution of all transactions for its clients, Ridgemont may consider referrals of investors in determining its selection of third party service providers. Accordingly, Ridgemont may have an incentive to select or recommend a broker-dealer or other service provider based on its interest in receiving investor referrals. Any such determinations will be made in accordance with Ridgemont's fiduciary obligations to the Ridgemont Funds and Ridgemont's compliance policies and procedures.

The Ridgemont Funds have a diverse limited partner and client group that participates in a wide variety of financial and other professional services in addition to their alternative investment activities. Accordingly, Ridgemont has engaged, and will likely continue to engage, certain limited partners and/or clients (or affiliates of the foregoing) to provide lending and/or other financial or professional services to the Ridgemont Funds. Although Ridgemont may have an incentive to select or recommend such service providers based on its interest in receiving investor commitments to the Ridgemont Funds, Ridgemont will only engage such service providers on an arm's-length basis and subject to Ridgemont's fiduciary obligations to the Ridgemont Funds and as permitted by Ridgemont's compliance policies and procedures.

#### *Trade Aggregation*

Although Ridgemont rarely trades in public securities, Ridgemont will, to the extent possible, generally place a combined order for two or more Ridgemont Funds it manages engaged in the purchase or sale of the same security if, in its good faith determination, joint execution would be consistent with its duty to seek best execution, consistent with the terms of the participating Ridgemont Funds' Governing Documents, and otherwise in the best interest of the Ridgemont Funds.

The Legacy Ridgemont Fund is generally managed by Ridgemont on a non-discretionary basis as further described in Item 16, and therefore Ridgemont may not be able to aggregate trades for such accounts, resulting in potentially higher transaction costs for the Legacy Ridgemont Fund. Please refer to the section titled "*Investment Discretion*" below for a summary of risks associated with non-discretionary accounts that invest alongside discretionary accounts.

### **Item 13 - Review of Accounts**

#### *Review of Client Accounts*

Ridgemont will continuously monitor portfolio investments on behalf of the Ridgemont Funds. Investments are reviewed in the context of each Ridgemont Fund's stated investment objectives and guidelines as set forth in the Governing Documents of each Ridgemont Fund. Members of the Investment Committee meet regularly to determine and

review overall investment objectives, risk tolerance and other information relevant to the Ridgemont Funds.

#### *Reports to Clients*

The general partners of each Ridgemont Fund distribute quarterly and annual written reports to their respective limited partners. Annual reports generally contain an individual capital account statement as of the end of such fiscal year, a listing of investments held by the Ridgemont Fund and the audited financial statements of the Ridgemont Fund. The quarterly reports generally contain unaudited financial statements of the Ridgemont Fund for the fiscal quarter, provided however that certain Affiliates Funds may not receive quarterly reports. Investors in certain co-investment vehicles may not receive any written reports, other than income tax reporting information from the general partners of such funds.

Investors are requested to refer to the Governing Documents of each Ridgemont Fund for further information on the reports provided by a particular Ridgemont Fund to its investors.

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

#### *Economic Benefits Received from Third Parties*

From time to time, in connection with investments made by certain Ridgemont Funds, Ridgemont or its affiliates or supervised persons may receive directors, consulting, monitoring, investment banking, transaction, break-up and/or similar fees or other remuneration paid in cash or in kind from portfolio companies in which one or more of the Ridgemont Funds may invest or propose to invest. To mitigate potential conflicts of interest, Ridgemont will generally offset all or a portion of such benefits against advisory fees payable by the applicable Ridgemont Fund or otherwise remit all or a portion of such benefits to the limited partners of such Ridgemont Fund in accordance with such Ridgemont Fund's Governing Documents. Investors are requested to refer to the Governing Documents of each of the Ridgemont Funds for complete information on the additional compensation received by Ridgemont or its affiliates or supervised persons in connection with a particular Ridgemont Fund's investments and the amount of the applicable advisory fee offset.

Ridgemont expects to retain "operating partners", "operating executives", consultants, advisors and other professionals in similar roles to provide services to or otherwise consult with portfolio companies of the Ridgemont Funds ("Operating Partners"). In that regard, Ridgemont has established the Ridgemont Executive Council to serve as a formalized network of such individuals. Operating Partners may be former executives of companies, including former portfolio companies of the Ridgemont Funds, and generally provide services in relation to the identification, acquisition, holding, improvement and disposition of portfolio companies, including operational aspects of such companies. In certain circumstances, these services also include serving in management or policy-making positions for portfolio companies, including as a member of the board of directors. Operating Partners typically receive compensation from the portfolio companies to which

they provide services, as determined by negotiations between the operating partner, Ridgemont, and the applicable portfolio company. Such compensation may consist of cash fees, retainers, discretionary bonuses (whether or not based on pre-determined milestones), transaction fees, a profits, participation or equity interest in a portfolio company or holding company, incentive equity and stock awards, profits or equity interests in one or more Ridgemont Funds or general partners, remuneration from Ridgemont and/or its affiliates and/or Ridgemont Funds, guaranteed minimums or other compensation, the amount of which can be determined according to one or more methods, including the value of the time (including an allocation for overhead and other fixed costs) of such Operating Partners, a percentage of the value of the portfolio company, the invested capital exposed to such portfolio company, amounts believed to be charged by other providers for comparable services and/or a percentage of cash flows from such portfolio company. To the extent that Operating Partners are paid retainers or guaranteed minimum compensation amounts, there is the possibility that certain portfolio companies or Ridgemont Funds will bear a greater share of such compensation due to the utilization of the Operating Partner's services at a time when fewer portfolio companies or Ridgemont Funds make use of such Operating Partner. Compensation in the form of profits or equity interests in a portfolio company or intermediate holding company generally has a dilutive impact on the Fund's investment and could therefore result in economic effects greater than the original amount of compensation. Also, as part of such negotiated arrangement with a portfolio company, an operating partner may be provided with the opportunity to invest in such portfolio company. Operating Partner compensation typically will in some cases be borne by Ridgemont but will in many cases ultimately be borne by the relevant portfolio company or holding company (and, if borne by the relevant portfolio company or holding company, therefore indirectly by the relevant Ridgemont Fund through its ownership of such portfolio company or holding company). In some cases Operating Partner compensation may also be borne directly by the relevant Ridgemont Fund. Operating Partners also generally will be reimbursed by the relevant portfolio company, holding company or Ridgemont Fund for certain travel and other costs in connection with their services. Payments, allocations issuance or grants of any of the foregoing compensation, whether in cash or in the form of options or securities or other in-kind compensation, generally do not reduce management fees payable to Ridgemont by the Ridgemont Funds. Ridgemont believes that these Operating Partners provide significant added value to the applicable portfolio companies.

#### *Third Party Compensation for Client Referrals*

Ridgemont and related entities of Ridgemont may enter into cash compensation arrangements with unaffiliated placement agents or other third parties for introducing investors to a Ridgemont Fund. Any sales charge associated therewith will generally be payable by Ridgemont and/or its related entities, either directly or through an offset of the advisory fee payable by the relevant Ridgemont Fund to Ridgemont as disclosed in the Governing Documents of the applicable Ridgemont Fund. An investor will not bear any additional charges as a result of the introduction of an investor through a placement agent or other unaffiliated third party, provided that investors may ultimately bear a portion of certain transaction fees payable to placement agents in connection with the purchase or sale of assets in respect of a Ridgemont Fund. Notwithstanding the foregoing, reasonable out-

of-pocket expense reimbursements and indemnification payments (if any) to such placement agents or third parties will each be borne by the Ridgemont Funds and not Ridgemont. Moreover, as described above, Ridgemont may consider referrals of investors to the Ridgemont Funds in determining its selection of third party service providers.

Ridgemont endeavors at all times to put the interests of the Ridgemont Funds first as part of Ridgemont's fiduciary duty. Nevertheless, the receipt of compensation by the placement agents creates a potential conflict of interest, and may affect the judgment of placement agents when making referrals to Ridgemont and the Ridgemont Funds.

### **Item 15 - Custody**

Ridgemont will not have physical possession of any client assets (other than certain privately offered securities to the extent permitted by the Advisers Act). Nevertheless, Ridgemont will generally be deemed to have custody of the assets of the Ridgemont Funds as a result of its position as an affiliate of the general partner of each Ridgemont Fund.

Generally, Ridgemont will cause each Ridgemont Fund with assets over which Ridgemont is deemed to have "custody" to be audited annually and distribute audited financial statements, prepared in accordance with U.S. generally accepted accounting principles ("GAAP"), to investors no later than 120 days after the end of each fiscal year (the "Annual Audit Approach"). In addition, upon the final liquidation of any such Ridgemont Fund, Ridgemont will obtain a final audit and distribute audited financial statements prepared in accordance with GAAP with respect to such Ridgemont Fund to all investors promptly after completion of the audit.

Notwithstanding the foregoing general policy, Ridgemont may choose not to utilize the Annual Audit Approach with respect to the Legacy Ridgemont Fund and certain co-investment vehicles. To comply with its custody obligations with respect to the Legacy Ridgemont Fund and applicable co-investment vehicles, (i) Ridgemont will coordinate the delivery of quarterly account statements from the applicable qualified custodian to the investors in the Legacy Ridgemont Fund and applicable co-investment vehicles, and (ii) an independent public accountant registered with, and subject to regular inspection by, the Public Company Accounting Oversight Board will conduct a surprise examination of the assets and securities of such Funds and/or client accounts at least annually. Ridgemont urges all investors to compare any reports they receive from Ridgemont to the statements they receive from the applicable qualified custodian. Any issues or discrepancies should be promptly communicated to Ridgemont.

### **Item 16 - Investment Discretion**

Subject to the investment objectives, policies and restrictions of each Ridgemont Fund as set forth in the Governing Documents of such Ridgemont Fund, Ridgemont generally has discretionary authority to determine the type, amount and price of securities and investments to be bought and sold on behalf of each Ridgemont Fund. Ridgemont is

provided with this authority pursuant to a limited power of attorney granted via the applicable Governing Documents.

Notwithstanding the above, Ridgemont manages the Legacy Ridgemont Fund on a non-discretionary basis (*provided* that Ridgemont may sell, transfer, or dispose of certain public securities held by the Legacy Ridgemont Fund without the prior consent of the Legacy Ridgemont Fund limited partner). Investors in the Legacy Ridgemont Fund and the Ridgemont Funds should be aware that Ridgemont may place trades on behalf of the Legacy Ridgemont Fund, or on behalf of a Ridgemont Fund, at different times than trades placed on behalf of another Ridgemont Fund, in each case based on a number of factors (including, without limitation, the stage of the Legacy Ridgemont Fund and relevant Ridgemont Fund(s)), and therefore a disparity may exist in the share price at which securities are sold for the Legacy Ridgemont Fund and the relevant Ridgemont Fund(s). In addition, a disparity may exist between the commissions charged to the Legacy Ridgemont Fund and other Ridgemont Funds as described in the subsection entitled “*Directed Brokerage*” above.

#### **Item 17 - Voting Client Securities**

Because Ridgemont has, or will accept, authority to vote securities held by a Ridgemont Fund, it has adopted policies and procedures (the “Proxy Voting Policies and Procedures”) that have been designed to ensure that Ridgemont complies with the requirements of the Advisers Act and reflect Ridgemont’s commitment to vote all client securities for which it exercises voting authority in a manner consistent with the best interest of the Ridgemont Funds.

When exercising its voting authority over client securities, Ridgemont considers all relevant information, evaluates other issues that could have an impact on the value of the security and votes with a view toward maximizing overall value. Ridgemont votes all proxies in a prudent manner, considering the prevailing circumstances at such time, and in a manner consistent with the Proxy Voting Policies and Procedures and Ridgemont’s fiduciary duties to the Ridgemont Funds.

Ridgemont reviews each proposal submitted for a vote on a case-by-case basis to determine whether it is in the best interest of the applicable Ridgemont Fund. As a result, depending on the Ridgemont Fund’s particular circumstances, Ridgemont may vote one Ridgemont Fund’s securities differently than it votes those of another Ridgemont Fund, or may vote differently on various proposals, even though the securities or proposals are similar (or identical). In some instances, Ridgemont may determine that it is in a Ridgemont Fund’s best interest for Ridgemont to “abstain” from voting or not to vote at all, and will do so accordingly.

Prior to exercising its voting authority, Ridgemont, in consultation with the CCO and outside counsel, as appropriate, reviews the relevant facts and determines whether or not a material conflict of interest may arise due to business, personal or family relationships of Ridgemont, its owners, its employees or its related persons, with persons having an interest in the outcome of the vote. If a material conflict exists, Ridgemont takes steps to ensure

that its voting decision is based on the best interests of the applicable Ridgemont Funds and is not a product of the conflict. Ridgemont may, at its discretion, (A) seek the advice of the applicable advisory board in voting such security (if any); (B) disclose the conflict of interest to the limited partners of the Ridgemont Fund and defer to the Ridgemont Fund's voting recommendation; (C) defer to the voting recommendation of an independent third party provider of proxy voting services; and/or (D) take such other action in good faith (in consultation with Ridgemont's outside counsel) which would serve the best interest of the Ridgemont Fund. Depending on the particular circumstances involved, the appropriate resolution of one conflict of interest may differ from the resolution of another conflict of interest, even though the general facts underlying both conflicts may be similar (or identical).

Ridgemont will deliver to each limited partner of a Ridgemont Fund, upon written request, a complete copy of its Proxy Voting Policies and Procedures and/or information on how it voted proxies for the applicable Ridgemont Fund.

#### **Item 18 - Financial Information**

Ridgemont has no financial commitment that impairs its ability to meet contractual and fiduciary commitments to clients and has not been the subject of a bankruptcy proceeding.