

KPS Capital Partners, LP
One Vanderbilt Avenue, 52nd Floor
New York, New York 10017
Part 2A of Form ADV
The Brochure

www.kpsfund.com

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This brochure (the “Brochure”) provides information about the qualifications and business practices of KPS Capital Partners, LP (“KPS”). If you have any questions about the contents of this Brochure, please contact us at (212) 338-5100. The information in this Brochure has not been approved or verified by the United States Securities and Exchange Commission (the “SEC”) or by any state securities authority.

KPS is an investment adviser registered with the SEC under the Investment Advisers Act of 1940, as amended (the “Advisers Act”). Any reference to KPS as a “registered investment adviser” or as being “registered,” does not imply a certain level of skill or training.

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

Material Changes

KPS filed its most recent update to Form ADV Part 2 in March 2023. While there have been no material changes, the Brochure reflects certain routine updates made throughout the Brochure for clarity and consistency, and reflects existing disclosures relating to KPS’ practices and related potential conflicts, including with respect to “Methods of Analysis, Investment Strategies and Risk of Loss.”

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Advisory Business

KPS is a limited partnership formed under the laws of the state of Delaware in 2006, but has been doing business through its predecessor and subsidiary entities since 1998. KPS is principally owned by Michael G. Psaros, David P. Shapiro, Raquel V. Palmer and Jay Bernstein (collectively, the “Principals”). The Principals, together with Ryan Baker, Kyle J. Mumford and Rahul R. Sevani, are collectively referred to herein as the “KPS Partners”. KPS is headquartered in New York, New York and also has affiliate offices and/or personnel in Chicago, Illinois, Frankfurt, Germany, Amsterdam and Hong Kong.

KPS, through its affiliated management entities, serves as investment manager to private pooled investment vehicles organized and sponsored by KPS and its affiliates (collectively, the “Funds”) to make private equity investments. As of December 31, 2023, KPS and its affiliates, managed \$21.3 billion on a discretionary basis on behalf of the Funds. KPS and its affiliates do not manage assets on a non-discretionary basis.

KPS primarily focuses on making investments in manufacturing and industrial companies across a diverse array of industries, including basic materials, branded consumer, healthcare and luxury products, automotive parts, capital equipment and general manufacturing. KPS targets investment opportunities involving corporate divestitures and carve-outs, private transactions (e.g., acquisitions from families, entrepreneurs and other financial owners seeking to transition ownership), or restructurings that result in a change of control (whether pursuant to a structure bankruptcy or an out-of-court transaction).

The managers and general partners of each of the Funds listed below are controlled and primarily owned by KPS or the Principals. The Funds for which KPS, through its affiliates (as described below), provides management services are as follows:

- KPS Special Situations Fund IV, LP (“Fund IV”)
Alberta limited partnership
- KPS Special Situations Fund IV (A), LP (“Fund IV (A)”)
Alberta limited partnership
- KPS Special Situations Fund IV (B), LP (“Fund IV (B)”)
Alberta limited partnership
- KPS Special Situations Fund IV (A-Delaware), LP (“Fund IV (A-Delaware)” and, together with Fund IV, Fund IV (A) and Fund IV (B), “KPS IV”)
Alberta limited partnership
- KPS IV Dex Co-Investors (Delaware), LP (“Fund IV (Dex Co-Invest Delaware)”)
Delaware limited partnership
- KPS IV Dex Co-Investors, LP (“Fund IV (Dex Co-Invest)” and, together with Fund IV (Dex Co-Invest Delaware), the “KPS IV Co-Investments”)
Alberta limited partnership
- KPS Special Situations Fund V, LP (“Fund V”)
Ontario limited partnership
- KPS Special Situations Fund V (A-Delaware), LP (“Fund V (A-Delaware)”)
Delaware limited partnership
- KPS Special Situations Fund V (A), LP (“Fund V (A)” and, together with Fund V and Fund V (A-Delaware) “KPS V”)
Ontario limited partnership
- KPS Special Situations Mid-Cap Fund, LP (“Mid-Cap I”)
Ontario limited partnership
- KPS Special Situations Mid-Cap Fund (A), LP (“Mid-Cap I (A)”)
Ontario limited partnership

- KPS Special Situations Mid-Cap Fund (A–Delaware), LP (“Mid-Cap I (A-Delaware)” and, together with Mid-Cap and Mid-Cap (A), “KPS Mid-Cap I”) Delaware limited partnership
- KPS Special Situations Fund VI, LP (“Fund VI”) Ontario limited partnership
- KPS Special Situations Fund VI (A), LP (“Fund VI (A)” together with Fund VI, “KPS VI”) Ontario limited partnership
- KPS Special Situations Mid-Cap Fund II, LP (“Mid-Cap Fund II”) Ontario limited partnership
- KPS Special Situations Mid-Cap Fund II (A), LP (“Mid-Cap Fund II (A)” together with Mid-Cap Fund II, “KPS Mid-Cap II”) Ontario limited partnership

KPS IV, the KPS IV Co-Investments, KPS V, KPS Mid-Cap, KPS VI and Mid-Cap II are closed to new capital commitments.

Information about the Funds is included in this Brochure and is qualified in its entirety by information contained in the Funds’ confidential offering documents, including any private placement memoranda, limited partnership agreements or similar governing documents (the “Governing Documents”). The Funds’ Governing Documents contain complete information on the investment objectives and investment restrictions applicable to each Fund.

KPS Management IV, LLC (“Management IV”), KPS Management V, LLC (“Management V”) and KPS MC Management, LLC (“Management MC I”) are each wholly-owned subsidiaries of KPS. Management IV was formed in 2013 and provides investment advisory services to KPS IV and the KPS IV Co-Investments, Management V and Management MC I were formed in 2019 and provide advisory services to KPS V and KPS Mid-Cap I, respectively.

KPS Management VI, LLC (“Management VI”) and KPS MC Management II, LLC (“Management MC II”) are each wholly-owned subsidiaries of KPS. Management VI was formed in 2023 and provides investment advisory services to KPS VI and Management MC II was formed in 2023 and provides advisory services to KPS Mid-Cap II.

KPS Cayman Management, Ltd. (“Cayman Management”) was formed in 2009 and serves as the sole shareholder of the KPS sub-managers as further detailed below. Cayman Management is owned, directly and indirectly, by the Principals and employees.

KPS Capital Germany GmbH is wholly-owned by Cayman Management, was formed in 2010 and provides investment advisory services to certain entities of KPS IV, the KPS IV Co-Investments, KPS V, KPS Mid-Cap, KPS VI and Mid-Cap II with respect to non-U.S. investments, primarily in Europe, pursuant to a sub-management agreement with Management III, Management IV, Management V and Management MC I.

KPS Netherlands Management BV is wholly-owned by Cayman Management, was formed in 2018 and provides investment advisory services to certain entities of KPS IV, the KPS IV Co-Investments, KPS V, KPS Mid-Cap, KPS VI and Mid-Cap II with respect to non-U.S. investments, primarily in Europe, including activities conducted through Dutch Cooperatives, pursuant to a sub-management agreement with Management III, Management IV, Management V and Management MC I.

KPS HK Management Limited is wholly-owned by Cayman Management, was formed in 2013 and provides investment advisory services to certain entities of KPS IV, the KPS IV Co-Investments, KPS V, KPS Mid-Cap, KPS VI and Mid-Cap II with respect to non-U.S. investments, primarily in Asia, pursuant to a sub-management agreement with Management III, Management IV, Management V and Management MC I.

In providing services to the Funds, KPS formulates each Fund's investment objective, directs and manages the investment and reinvestment of each Fund's assets, and provides periodic reports to the Investors of each Fund. Investment advice is provided directly to the Funds and not individually to the limited partners or shareholders of the Funds (collectively, the "Investors" and each, an "Investor"). KPS manages the assets of each Fund in accordance with the terms and conditions of each Fund's Governing Documents, each of which contains certain restrictions on the types of assets in which the applicable Fund may invest. Investors and prospective Investors in a Fund should refer to the applicable Governing Documents for complete information on the specific terms, including investment objectives and investment restrictions, applicable to the Fund. There can be no assurance that any of such Funds' objectives will be achieved.

Fees and Compensation

KPS or an affiliated entity is entitled to a carried interest and also receives a management fee for providing managerial and administrative services to a Fund. Management fees are generally payable by a Fund quarterly in advance and are pro-rated for any period that is less than a full calendar quarter.

The Funds pay their respective management companies (as described in the Advisory Business section above), each of which is primarily owned by or under common control with KPS, aggregate management fees ranging from 1% to 1.75% per annum of committed capital or actively invested capital of each Fund during the life of such Fund. The Funds are also subject to a carried interest of 25%-30% of profits on distributions derived from the disposition of investments or securities (following a preferred return of 8% to the Investors), which is paid to affiliates of KPS. As a general matter, management fees will be payable during term extensions unless otherwise agreed with Investors.

As is typically the case in private equity funds, the Governing Documents provide that each Fund's management fees will be calculated and charged on a basis that generally is not based on the respective Fund's then-current net asset value. Subject to the Governing Documents, from the effective date of the relevant Fund until a date specified in the Governing Documents (the "Stepdown Date"), management fees generally will be calculated based on a percentage of the relevant Fund's aggregate commitments. After the Stepdown Date, management fees generally will be charged based on a formula tied to the amount of the relevant Fund's aggregate commitments.

Further, after the Stepdown Date, management fees generally will be charged and calculated based on a percentage of the amount of capital invested by the relevant Fund in portfolio investments (including, where applicable, a Fund borrowing component) made by the relevant Fund relating to investments, that have not realized a loss for U.S. federal income tax purposes or as otherwise specified by the relevant Governing Documents (“Impaired Value Investments”).

Under the Governing Documents, where the fair market value of an investment exceeds the total amount of capital invested in such portfolio investment, post-Stepdown Date management fees will not be calculated based upon such appreciated value, and will instead continue to be calculated based on the amount of such invested capital.

As a result, and as is generally the case for private equity funds, the amount of management fees typically will not correspond with fluctuations in the net asset value of individual investments or of the Fund, including following the relevant investment period, and will not be reduced in connection with any write downs (whether temporary or permanent), except in the case of Impaired Value Investments. Except where the Governing Documents expressly provide to the contrary, management fees will not be reduced (in whole or in part) in the case of a recapitalization, extraordinary dividend, repayment of debt or similar event with respect to a portfolio investment that does not involve the disposition of shares or other equity interests. However, management fees generally will be partially reduced as a result of a partial sale or actual partial disposition of the relevant Fund’s shares or other equity interests in a portfolio company.

In many circumstances, such post-Stepdown Date management fee base will include capitalized transaction-specific expenses of unrealized investments. Further, management fees generally will not be reimbursed or refunded under the Governing Documents in the event of realizations, dispositions or write-offs that occur partway through the relevant calculation period.

The Governing Documents set forth the full list of terms under which management fees will be reduced, offset or otherwise be limited, and consequently Investors should expect to bear the full specified management fee rate in the Governing Documents until they are reduced in the circumstances and on the date(s) specified therein.

In connection with the investments of the Funds, various Transaction Fees are paid to KPS-affiliated parties by a portfolio company; “Transaction Fees” generally include all advisory fees, break-up fees, commitment fees, director’s fees, termination fees, portfolio company management fees, and similar fees, payments or compensation received by KPS and certain of its affiliates in connection with an investment or potential investment. In addition, portfolio companies pay quarterly monitoring fees (together with Transaction Fees, “Deal Fees”) to KPS-affiliated parties pursuant to the terms of a management services agreement. All such Deal Fees are retained in full by the KPS-affiliated parties to whom they are paid, and are partially or fully offset (with the percentage amount of offset varying depending on the specific Fund and the type of fee) against management fees otherwise payable by the applicable Fund. Deal Fees are offset net of any unreimbursed expenses incurred by KPS or its affiliates in connection with unconsummated transactions. At the end of a Fund’s term as defined in the relevant Governing Documents, to the extent that there are no management fees otherwise payable against which to offset Deal Fees, such Deal Fees will be retained in full by the KPS-affiliated parties to whom they are paid without any offsetting credit or refund. Transaction Fees are expected to be structured to be paid at the time of an acquisition or

disposition and are not based on the exit or sale price of a Fund investment. Accordingly, KPS and its affiliated parties can receive Transaction Fees when a Fund does not ultimately profit from an investment. Monitoring fees may be increased in connection with add-ons to an existing platform investment. KPS does not accelerate monitoring fees.

For the avoidance of doubt, Deal Fees generally do not include (i) any amounts received by KPS or any of its affiliates from co-investors in connection with a co-investment arrangement, (ii) any amounts that constitute Fund expenses, (iii) fees and other compensation paid to (or paid by KPS and reimbursed by the applicable portfolio company in respect of) former employees of KPS who have become employees, officers or directors of portfolio companies of the Fund or (iv) any fees received directly or indirectly by KPS or its affiliates with respect to services provided in respect of investments following the sale thereof by the applicable Fund, and consequently such amounts will not reduce the management fees payable by a Fund. In addition, management fees will not be reduced by (a) amounts of Deal Fees that are attributable to interests in a Fund held by KPS and its affiliates (which amounts can be retained by KPS and its affiliates) or any other Investor paying reduced or no management fees (to the extent of such reduction) and (b) any Deal Fees received directly or indirectly by KPS and its affiliates with respect to the portion of any capital invested in a portfolio company of a Fund by co-investors or other third parties. Each of the foregoing conditions is expected to reduce the amount of Deal Fees otherwise available to be offset against management fees, resulting in a potential material benefit to KPS over the life of the relevant Fund, and the existence of such potential benefit creates an incentive for KPS to seek to increase such amounts.

Certain Governing Documents permit KPS to waive or agree to reduce the management fee. Certain waived portions of the management fee are treated by the Governing Documents as a deemed capital contribution by the relevant general partner, which is effectively invested in the relevant Fund on such general partner's behalf, and operates to reduce the amount of capital such general partner would otherwise be required to contribute to the relevant Fund. The Investors of a Fund would, in such circumstances, be required to make a pro rata contribution according to their respective commitments to fund any contribution that would otherwise be required of KPS in connection with any such waiver or reduction as described above and, as a result, the exercise of such waiver has the potential to result in an acceleration (or delay) of Investor capital contributions. Waived or reduced management fees are not subject to the management fee offsets described above, and the amount of such waived or reduced management fees has the potential to be significant. Due to waived or reduced management fees by KPS and/or timing of receipt of compensation subject to offsets (as described above), it is possible that management fee offsets will not be fully realized by Investors in the relevant Fund, resulting in a net additional benefit to KPS.

Detailed information regarding the fees charged to each Fund is provided in the Fund's Governing Documents. In addition to management fees and the carried interest, a Fund will pay, or reimburse KPS or its affiliated parties for, certain costs, fees, expenses and liabilities that are incurred by, or arise out of the operation and activities of a Fund (and its subsidiaries' and intermediate entities') (to the extent not borne by another party, including a portfolio company), including: (i) fees, costs and expenses incurred in connection with the discovery, evaluation, acquisition, holding, management, monitoring, financing (including with respect to guarantees), refinancing, structuring, restructuring, operating, taking public or private, valuing, winding up, liquidating, dissolving or disposing of investments (whether or not consummated and whether or not incurred prior to the

initial closing), including (A) private placement, investment banking, sales, appraiser, retainer, finder, adviser, consultant (including, without limitation, operating executives, senior advisors and other service providers), brokerage, underwriting and transfer agent fees, expenses, commissions and discounts, (B) Bloomberg fees, research and software expenses and other expenses incurred in connection with data services providing price feeds, news feeds, securities and company information, company fundamental data and other information services, all attributable to investments and (C) legal, accounting, registration and other similar costs, fees and expenses; (ii) broken deal expenses; (iii) travel (including first-class or business-class commercial air travel and non-commercial air travel at the available charter rate or, for use of aircraft owned or leased by an affiliate of KPS or its employees, at the available charter rate or reasonably comparable hourly equivalent thereof), accommodation and related expenses, including lodging, meals, and entertainment; provided, that such travel and related expenses are related to (A) investments (whether consummated or proposed but unconsummated), including those incurred in connection with the discovery, evaluation, acquisition, holding, management, monitoring, financing, refinancing, structuring, restructuring, operating, taking public or private, valuing, winding up, liquidating, dissolving or disposing thereof, (B) meeting with or reporting to one or more Investors or their representatives or (C) the provision of services to and the administration of a Fund; (iv) fees, costs and expenses incurred in connection with the preparation and distribution of Fund reports, including financial statements, tax returns and Schedule K-1s, the filing of various foreign tax withholding and treaty forms, the representation of a Fund or their Investors by the “partnership representative” and the “designated individual” and any other administrative, regulatory or other reporting or filings related to a Fund and its related entities; (v) fees, costs and expenses incurred in connection with reporting to or on behalf of, and other communications and meetings with, or materials prepared for or on behalf of, one or more of the Investors and applicable Funds’ advisory boards which are composed of representatives of the Investors of such Funds (“Advisory Boards”) (including responses to questions and inquiries, fulfillment of requests regarding investments, operations, and compliance of a Fund, and a Fund’s annual meeting (including any specialized equipment and similar costs related thereto)); (vi) any taxes and other governmental charges, fees and duties that may be incurred or payable by a Fund and all expenses incurred in connection with any tax audit, investigation, settlement or review of a Fund; (vii) fees, costs and expenses related to the indemnification obligations, litigation expenses (and damages, including the amount of any judgments, fines, remediation or settlements paid in connection therewith) incurred by a Fund in connection with the activities of a Fund and insurance expenses (including premiums) of the general partners, managers and any other protected person of a Fund, including in respect of errors, omissions, fidelity, general partner liability, directors’ and officers’ liability, cyber liability and similar coverage for any protected person acting on behalf of a Fund or its related entities (including such Fund’s pro rata share of expenses with respect to policies whose costs and benefits are expected to be shared with other Funds); (viii) fees, costs or expenses related to compliance with applicable laws, rules, regulations, policies, directives and special measures (including in relation to privacy, data protection, know-your-customer, anti-money laundering, sanctions or anti-terrorism considerations), including any legal, administrator, consulting or other third-party service provider costs related thereto, as well as costs of reporting to regulatory and tax authorities in any jurisdiction in which a Fund, its related entities, any portfolio company or other entity owned directly or indirectly by a Fund invests, is organized or is marketed or otherwise directly or indirectly conducts business related to a Fund or its investments, including the SEC, the Commodity Futures Trading Commission (the “CFTC”), the U.S. National Futures Association, the U.S. Treasury, the Internal

Revenue Service (the “IRS”) and other national, state, provincial or local regulatory and tax authorities in any country or territory (for example, the preparation and filing of Form PF and Form CPO-PQR and Form CTA-PR in the United States and other similar regulatory filings, any compliance or filings related to the offering of interests in a Fund in particular jurisdictions (including (x) EU Sustainable Finance Disclosure Regulation (EU) 2019/2088, EU Taxonomy Regulation (EU) 2020/852 and the AIFM Directive or any similar law, rule or regulation (other than costs and expenses of the initial registrations, filings and compliance borne as organizational expenses) and (y) in connection with locally licensed intermediaries or distributors that a general partner and its affiliates are required to engage in order to offer interests in particular jurisdictions outside of the United States where such fees, costs or expenses relate to the ongoing participation in the Fund (which, for the avoidance of doubt, such costs, fees and expenses shall not be deemed to be placement fees or organizational expenses))), expenses related to compliance with the GDPR (as defined herein) (and any similar data protection laws, regulations and requirements) and Foreign Account Tax Compliance Act (“FATCA”), and expenses related to complying with rules, statutes or regulations similar to the foregoing, whether in effect or hereafter enacted); provided, that, the costs of a manager’s general compliance with the Advisers Act, such as preparation and updating of Form ADV, will be borne by such manager and its affiliates; (ix) fees, costs and expenses incurred in connection with the dissolution, winding up or termination of a Fund and its related entities; (x) management fees and placement fees; (xi) fees, costs and expenses incurred in connection with the formation of any person, including alternative investment vehicles and subsidiaries of a Fund, through or in which investments may be made; (xii) fees, costs and expenses attributable to investor-related services, the administering and complying with side letters, the process of compiling compendiums of side letter provisions and tracking and implementing applicability in accordance with the “most favored nations” provisions contained in the applicable Governing Documents of a Fund and compliance checklists of any Fund; (xiii) fees, costs and expenses incurred in connection with any restructuring or any amendments, modifications, revisions or restatements to, or waivers of, the Governing Documents of a Fund and its related entities, including the preparation, distribution and implementation thereof; (xiv) fees, costs and expenses that are classified as extraordinary expenses under U.S. generally accepted accounting principles; (xv) fees, costs and expenses incurred in connection with any valuation of the assets of a Fund, including costs, fees and expenses of independent appraisal or valuation services or third-party vendor price quotations; (xvi) fees, costs and expenses incurred in connection with distributions to a Fund’s partners; (xvii) out-of-pocket fees, costs and expenses incurred by the members of any Advisory Board in connection with the fulfillment of their duties, including reasonable travel, accommodation and related expenses incurred in connection with attending Advisory Board meetings (including lodging, meals and entertainment, but excluding any out-of-pocket expenses incurred by Advisory Board members in connection with any meetings held in conjunction with a Fund’s annual meeting); (xviii) fees, costs and expenses related to the incurrence and repayment of borrowings and portfolio company guarantees permitted under the Governing Documents of a Fund (together with any interest and other amounts payable thereon and fees and expenses related thereto including, but not limited to, the arranging thereof and any related expenses or professional fees incurred in connection with any procedure reports for lenders and any indemnification obligations); (xix) fees, costs and expenses related to the enforcements of the Governing Documents with respect to any defaults by partners of a Fund in the payment of any capital contributions (to the extent not paid by such defaulting partners); (xx) fees, costs and expenses related to any transfer or proposed transfer by a Fund partner (to the extent not paid by the transferor or transferee partner); (xxi) fees,

costs and expenses attributable to any activities with respect to protecting the confidential or non-public nature of any Fund-related information; (xxii) fees, costs and expenses of any third-party administrators (including, for the avoidance of doubt, administrators that perform anti-money laundering or “know your customer” diligence in connection with the onboarding and ongoing participation of Investors in a Fund), custodians, depositaries (including, for the avoidance of doubt, any depositary appointed pursuant to the AIFM Directive), any Korean representative, any Japanese representative, any Swiss representative and paying agent (pursuant to the Swiss Collective Investment Schemes Act (as amended) and the Swiss Financial Services Act of 2018), attorneys, accountants, tax advisors and other advisors and professionals; (xxiii) fees, costs and expenses incurred in implementing or maintaining third-party or proprietary software tools, programs or other technology for the benefit of a Fund, including accounting, tax, reporting and information management software systems and hardware, extranet tools, web portals (including any online reporting website used to distribute Fund reports), the use of any online Investor tracking platform maintained by a Fund administrator or other transactions, computer systems and technology used in connection with a Fund and its activities (whether maintained by a Fund’s manager or otherwise), including for the purpose of producing, preparing or distributing reports or other communications or administrative functions of a Fund’s general partner or manager, and any consultant fees, costs and expenses incurred in connection with the evaluation of the aforementioned tools, programs and other technology; and (xxiv) fees, costs and expenses incurred in connection with structuring, organizing, maintaining, operating and liquidating (A) any subsidiary or other intermediate entity used to acquire, hold or dispose of any investment or (B) administrative investment structures, offices and persons formed or utilized by a Fund in various jurisdictions to facilitate such Fund’s investment activities (for example, the office and structures of affiliates of certain of the Funds in the Netherlands or other similar offices and structures opened in the future), including to (1) perform accounting, administrative, corporate secretarial support and other functions for non-U.S. holding entities organized by the Funds in the jurisdictions where such investments are located, (2) conduct certain aspects of the investment activities of the Funds, (3) act as service providers to a Fund or (4) otherwise operate and manage the activities of investment structures affiliated with a Fund (including, without limitation, the salary and benefits of any personnel responsible for the maintenance of such structures, offices and persons, any travel and accommodation expenses incurred in connection with such structures, offices and persons, and all other overhead costs, fees and expenses incurred in connection therewith and any tax obligations attributable to or withholding on any fees charged in connection with such structures in order to comply with applicable law).

All fees paid to any placement agent employed in connection with the offering and sale of interests of a Fund (“Placement Fees”) will be charged to such Fund; however, 100% of all Placement Fees will reduce the management fee otherwise payable by a Fund, on an aggregate basis. The general partner of each Fund, in its sole discretion, reserves the right to call capital for expenses (including management fees) or fund such amounts out of disposition proceeds.

A more detailed list of expenses paid by the Funds is set forth in the applicable Governing Documents of the Funds. The fees and expenses borne by a Fund are negotiated with the Investors during such Fund’s fundraising period. Investors should review all fees charged by KPS, its related parties, and others to fully understand the total amount of fees to be paid by a Fund and, indirectly, their respective Investors. Expenses paid by a Fund are allocated among any parallel funds, alternative investment vehicles, other entities that comprise a Fund and co-investment vehicles, that shared in the activities generating such expenses; however, in the event that a co-investment

opportunity is not consummated, and prospective co-investors do not agree to bear their share of any broken deal expenses (including the costs of any co-investment vehicles that fail to close), such expenses will be considered operating expenses of and be borne by the applicable Funds. Except where the relevant Governing Documents or side letter(s) expressly provide to the contrary, broken deal expenses and other expenses relating to the diligence or evaluation of a prospective investment generally are allocated among Investors within a Fund regardless of whether any individual Investor negotiated for an elective or automatic contractual right that would have excused them from participating in the investment. To the extent the Fund makes use of a credit facility to invest in a portfolio company or pay related expenses, it generally will not be reimbursed separately by co-investors for the costs of establishing, negotiating or maintaining the facility as a whole.

The general partners reserve the right to agree with operating partners, joint venture or similar partners, service providers, portfolio company management or other persons that all or a portion of certain expense reimbursements, payments or other amounts owed to such persons relating to one or more investments will be paid in the form of a profits, participation or equity interest granted in the relevant investments or related intermediate entities. While such an arrangement is more favorable to the relevant Fund in that it does not involve an initial cash outlay for the payment of expenses, and could be further favorable to the relevant Fund if the investment does not increase in value, in the event of appreciation in the relevant investment any such profits, participation or equity interest generally would have a dilutive impact on the Fund's investment, as well as the potential to result in economic gains to the recipient greater than the original amount of compensation, which in either case could be substantial.

Each Fund also generally will bear the costs of implementing, reporting (as applicable), monitoring and complying with investment guidelines and directives relating to the Fund's strategy, including in side letters relating thereto. Additionally, subject to the Governing Documents, a Fund typically will bear certain unreimbursed expenses of portfolio companies and intermediate holding vehicles through which the Fund invests.

KPS retains flexibility to structure its compensation from Investors and expects in certain circumstances to agree to invoice an Investor directly for management fees or other compensation, rather than deducting such amounts from the Investor's capital account(s).

Additionally, KPS, a Fund or their portfolio companies, expects to, retain consultants, senior advisors or operating executives to provide assistance with deal sourcing, industry insight or due diligence, offer financial and structuring advice and perform other services for a Fund or their respective portfolio companies ("Industry Consultants"), including services that may be similar in nature to those provided by the KPS investment professionals or other KPS personnel. Such services may be provided to KPS or a Fund on an exclusive basis. The nature of the relationship with each such Industry Consultant and the time devotion requirements of each such Industry Consultant may vary significantly. These arrangements will generally be memorialized in formal written agreements (but may also be informal) and are negotiated individually, depending on the anticipated services to be provided.

A Fund's share of any retainer fees, success fees, discretionary bonuses (whether or not based on pre-determined milestones), promotes, participation or equity interest in a portfolio company or holding company, incentive equity and stock awards, profit sharing or other fees paid to Industry

Consultants (“Industry Consultant Fees”) will be borne by the Fund (whether paid by the Fund directly, by a portfolio company or by KPS and subsequently reimbursed by the Fund). While such Industry Consultant Fees are believed by KPS to be reasonable and generally at market rates for the relevant services provided, exclusive arrangements or other factors may result in Industry Consultant Fees not always being comparable to costs, fees and expenses charged by other third parties. 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 has the potential to result in economic effects greater than the original amount of compensation, and the relevant Fund typically will bear the costs of all Industry Consultant compensation as well as fees, costs and expenses of structuring Industry Consultant arrangements. In addition to Industry Consultant Fees, a Fund will also generally bear its share of any reasonable out of pocket expenses (including, if applicable, travel costs) incurred by Industry Consultants in connection with the provision of their services. Accounting, network, communications, administration and other support benefits, including office space, may be provided by KPS or a Fund to Industry Consultants without charge. To the extent that communications or other equipment or services are provided by a Fund to an Industry Consultant, its cost can be borne by such Fund as a Fund expense.

Industry Consultants will potentially be granted the right to participate alongside a Fund in one or more investments of the Fund, including, but not limited to, through the applicable portfolio company itself. Such co-investment rights may extend beyond those transactions sourced by the applicable Industry Consultant or for which such Industry Consultant provides advice and will potentially result in a Fund investing less capital than it otherwise would have in such transactions. In addition, the cost of structuring such co-investments is expected to be borne by a Fund as a Fund expense. Moreover, Industry Consultants reserve the right to invest directly in a Fund as Investors thereof. Fees or other payments or benefits received by Industry Consultants in connection with their services, including any directors’ fees, salaries, consultant fees, other cash compensation, stock options or other compensation received by Industry Consultants in such capacities, whether or not received in connection with particular transactions or portfolio investments, will be borne by the portfolio companies, will not be considered Deal Fees and consequently will not reduce the management fees paid by the relevant Fund. Industry Consultants can also serve on the boards of portfolio companies or as employees or consultants in an operations capacity.

Services provided by these Industry Consultants generally will include, without limitation, providing services directly to a Fund’s portfolio companies, whether as an employee, consultant or service provider of such portfolio company, and will otherwise conform to the description of the role of Industry Consultants above. In addition to the arrangements described more fully in the following paragraph, KPS reserves the right to also transition former KPS employees to become Industry Consultants. To the extent a former KPS employee becomes a consultant to, or employed by, a portfolio company, no compensation earned by such former employee will offset the management fee, whether or not such former employee has a remaining interest in the relevant Fund’s general partner or affiliated entity. Conversely, in the event that KPS employs a person that previously received compensation from a portfolio company, Investors will receive the benefit of any applicable offset only beginning as of the relevant start date of the person’s employment with KPS, and not with respect to any compensation paid prior to such date, including equity grants made prior to the date of employment that vest thereafter.

Performance Based Fees and Side-by-Side Management

As discussed in the Fees and Compensation section of this Brochure, the Funds are subject to a carried interest of 25-30%, which is paid to general partners that are affiliated with KPS. Although the carried interest is generally used to align KPS' interests with those of its Funds' Investors, it also creates an incentive for KPS to operate the relevant Fund in a riskier, more speculative or other manner that is less favorable to Investors than it would otherwise make in the absence of such arrangements. In addition, the carried interest will potentially incentivize KPS to make different decisions regarding the timing and manner of the realization of its Funds' portfolio investments than would be the case if the carried interest did not exist, particularly in instances where the Governing Documents include terms requiring clawback or giveback of performance-based compensation amounts at the end of the relevant Fund's life or at certain interim intervals. Additionally, to the extent that KPS has Funds with varying carried interest terms (including amount, timing, waterfall conditions or other terms) and/or KPS personnel are assigned varying percentages of carried interest from a Fund, KPS and such personnel are subject to potential conflicts of interest, to the extent they are involved in identifying investment opportunities as appropriate for Funds from which they are entitled to receive a higher carried interest percentage. KPS seeks to address these conflicts through careful vetting of investment opportunities by its investment professionals and disclosure of investments to Investors by way of capital call notices and quarterly reports. In addition, the Governing Documents of the Funds contain "claw back" provisions applicable in the event of overpayment of the carried interest.

KPS manages Funds with similar strategies, and allocates investment opportunities among such funds based on criteria (such as the size of the contemplated investment) described in such Funds' Governing Documents as well as its internal policies and procedures regarding investment allocations and decision-making. To the extent a conflict is identified, KPS reserves the right to seek to resolve such conflict by seeking the approval of the applicable Funds' Advisory Board for its proposed course of action. In such case, KPS will allocate the opportunity through a methodology approved by the applicable Funds' Advisory Boards.

Types of Clients

KPS and its affiliates provide advisory services (as described in the Advisory Business section above) solely to their Fund clients, and references throughout this Brochure to "clients" and to the related duties of KPS and its affiliates to, and practices on behalf of, their clients and/or Investors should be construed accordingly. Each of the Funds is a private pooled investment vehicle. Investors in the Funds include a variety of institutional Investors (e.g., trusts, public and private employee benefit plans, endowments, foundations, corporations and other types of entities including private funds) and high net worth individuals and often include, directly or indirectly, principals or other employees of KPS and its affiliates and members of their families, Industry Consultants or other service providers retained by KPS or a Fund, as well as executives of portfolio companies. The Funds are operated such that they qualify as "private equity funds" for purposes of Form PF.

The relevant general partner of a Fund also generally is permitted to establish Funds that are alternative investment vehicles in order to permit certain Investors to participate in one or more particular investment opportunities in a manner desirable for tax, regulatory or other reasons.

Alternative investment vehicle sponsors generally have limited discretion to invest the assets of these vehicles independent of limitations or other procedures set forth in the organizational documents of such vehicles and the Governing Documents of the related Fund.

Investment in the Funds is limited to Investors that meet certain financial sophistication requirements. Investors in the Funds must be (i) “accredited investors” within the meaning of Regulation D under the Securities Act of 1933, as amended, and (ii) “qualified purchasers” within the meaning of the Investment Company Act of 1940, as amended (the “1940 Act”). Certain KPS employees who qualify as “knowledgeable employees” under Rule 3c-5 of the 1940 Act are also permitted to invest (directly or indirectly) in the Funds. Investors considering an investment in the Funds should consult with their own investment, tax and/or legal consultants prior to investing.

Additional details concerning applicable Investor suitability criteria are set forth in the Governing Documents of each Fund. The minimum investment in the Funds is generally \$10 million, although the general partners of the Funds are permitted to waive or modify the minimum investment in their sole discretion.

In addition, the Funds reserve the right to enter into separate agreements, commonly referred to as “side letters”, with certain Investors, to waive certain terms, or allow such Investors to invest on different terms than those specifically described in the offering documents. Under certain circumstances, these agreements could create preferences or priorities for such Investors with respect to other Investors.

Methods of Analysis, Investment Strategies and Risk of Loss

In formulating investment strategies and investment advice for a Fund, KPS conducts comprehensive due diligence. KPS’ analysis typically focuses on the target company’s business, business model and competitive environment, financial structure and performance, opportunities for value creation, favorable regulation or regulatory events, current and future cash flow projections, as well as synergies with KPS’ investment process. KPS primarily focuses on making controlling equity and equity-related investments in manufacturing and industrial companies across a diverse array of industries, including basic materials, branded consumer, healthcare and luxury products, automotive parts, capital equipment and general manufacturing. KPS reserves the right to also make investments in debt acquired with the aim of establishing a control position, gaining influence in a restructuring process or access to information, as well as in passive debt investments. Debt instruments may include, but will not be limited to, bank debt (e.g., first and second lien debt), bonds and other fixed income instruments. KPS targets investment opportunities involving corporate divestitures and carve-outs, private transactions (e.g., acquisitions from families, entrepreneurs and other financial owners seeking to transition ownership), or restructurings that result in a change of control (whether pursuant to a structure bankruptcy or an out-of-court transaction). KPS’ investment strategy is based on implementing business improvement or turnaround plans and strategies predicated on identifiable and reasonably achievable objectives identified prior to the closing of the acquisition, including, cost reduction, productivity improvements, margin improvement, capital investment and optimal asset utilization, other commercial actions, and, in some situations, the introduction of new management.

The KPS Portfolio Operations Group (“KPS Ops Group”) is organically integrated into KPS and works closely with KPS’ investment professionals and portfolio company management. The KPS Ops Group seeks to drive performance improvement by institutionalizing structured programs for continuous improvement at each portfolio company. All members of the KPS Ops Group are full-time employees of KPS and none of their time is billed to portfolio companies or a Fund. The KPS Ops Group expects to periodically engage third-party consultants to assist with certain portfolio company projects. Time and out-of-pocket expenses relating to the activities of these consultants are billed to the respective portfolio company at cost. More detailed information regarding KPS’ investment strategy and activities is contained in the Governing Documents of each Fund.

Acquiring interests in any Fund involves a number of risks. An investment in a Fund may be deemed a speculative investment and is not intended as a complete investment program. It is designed for sophisticated Investors who fully understand and are capable of bearing the risk of an investment in a Fund, and are capable of bearing illiquidity for substantial periods of time. No guarantee or representation can be made that a Fund will meet its investment objectives or that Investors will receive a return of their capital. All investing involves a risk of loss and the investment strategy offered by KPS could lose money over short or even long periods. Prospective and existing Investors are advised to review the Governing Documents of the applicable Fund for additional detail regarding investment, operational and other actual and potential risks applicable to a particular Fund.

Certain material risks presented by KPS’ investment strategy are set forth below. This Brochure does not purport to contain a complete disclosure of all risks that may be relevant to a prospective Investor in a Fund. Investing in the Funds involves a risk of loss that an Investor should be prepared to bear. Investments recommended by KPS involve significant risks. There can be no assurance that KPS will meet the investment objectives of a Fund or otherwise be able to carry out its investment strategy successfully.

Risks Associated with Unspecified Transactions; No Assurance of Investment Return

Investors will not have an opportunity prior to investing in any Fund to evaluate any of the investments to be made by a Fund or the relevant economic, financial and other information regarding such investments. The Investors will be entirely dependent on the judgment and ability of KPS to choose, make and realize investments, and there is no assurance that KPS will identify a sufficient number of attractive opportunities to meet a Fund’ investment objectives or that a Fund will be able to make and realize investments in any portfolio company.

An investment in a Fund requires a long-term commitment, with no certainty of return. The nature of, and risks associated with, a Fund’s future investments could differ substantially from those investments undertaken historically by the other Funds. There can be no assurance that a Fund will be able to implement its investment strategy or investment approach, achieve comparable results or that it will be able to avoid losses.

There can be no assurance that a Fund will be able to generate returns for its Investors or that the returns will be commensurate with the risks of investing in the type of companies and transactions described herein. There may be little or no near-term cash flow available to the Investors and there can be no assurance that any Investor will receive any distribution from a Fund.

Even if a Fund's investments are consummated successfully, they are not generally expected to result in a return of capital or realization of gains (if any) to the Investors for a number of years after the investment is made. Furthermore, the expenses of operating a Fund may exceed its income, thereby requiring that the difference be paid from the Fund's capital, including available capital, as set forth in the applicable Governing Documents. The return of capital and the realization of gains, if any, generally will occur only upon the partial or complete disposition of an investment. While an investment may be sold at any time, it is generally expected that this will not occur for a number of years after the initial investment. Before such time, there may be no current return on the investment. A Fund's performance over a particular period may not necessarily be indicative of the results that may be expected in future periods. All investments of a Fund involve the risk of loss of capital.

Suitability of Investments

An investment in a Fund is not suitable for all Investors. An investment is suitable only for sophisticated Investors, and an Investor must have the financial ability to understand and willingness to accept the extent of its exposure to the risks and lack of liquidity inherent in an investment in a Fund. An investment in a Fund requires a long-term commitment, and there can be no assurance that a Fund's investment objectives will be achieved or that a Fund will be able to dispose of investments at prices equal to or greater than the price at which such Fund purchased such investments.

Difficulty of Locating Suitable Investments; Competition for Investment Opportunities

The success of a Fund will depend on the ability of KPS to identify suitable investments, to negotiate and arrange the closing of appropriate transactions and to arrange the timely disposition of such investments, in each case, consistent with such Fund's investment objectives. The activity of identifying, completing and realizing an attractive investment opportunity is highly difficult and involves a high degree of uncertainty.

The availability of investments generally will be subject to prevailing market conditions. In particular, in light of changes in such market conditions, certain types of investments may not be available to a Fund on terms that are as attractive as the terms on which opportunities were available to previous Funds. Investment availability will also depend on perceptions of a Fund's ability to consummate transactions. Accordingly, there can be no assurance that KPS will be able to identify a sufficient number of investment opportunities for such Fund to enable it to invest the full commitment amount in opportunities that satisfy such Fund's investment objectives, or that such investment opportunities will lead to completed investments by such Fund. Even if sufficient investment opportunities are identified, they may be allocated to other Funds. Notwithstanding the foregoing, during the commitment period defined in relevant Governing Documents, the Investors will be required to pay management fees based on the entire amount of their respective commitment, even if the relevant Fund is never fully invested.

In addition, a Fund will compete for the acquisition of investments with many other investors, some of which will have greater resources than such Fund. Such competitors may include other public or private investment funds as well as individuals, financial institutions and other institutional and strategic investors. Such competition may be particularly acute with respect to participation by a Fund in auction proceedings and, specifically, those conducted pursuant to Section 363 of Title 11 of the United States Code, as amended (the "Bankruptcy Code") (i.e., "363 sales"), where a Fund

may compete with other prospective bidders to acquire the assets of a distressed company through a bankruptcy court-supervised auction. Further, over the past several years, an ever-increasing number of private investment funds have been formed (and many existing funds have grown in size), and additional funds with similar investment objectives may also be formed in the future by other parties. Some of these competitors may have more relevant experience, greater financial, technical, marketing and other resources, more personnel, higher risk tolerances, different risk assessments, lower return thresholds, lower cost of capital and access to funding sources unavailable to a Fund and a greater ability to achieve synergistic cost savings in respect of an investment than a Fund and KPS. In such an environment, the sourcing and execution of transactions for a Fund, whether on a proprietary basis or otherwise, becomes more challenging. To the extent that a Fund encounters competition for investments, returns to the Investors may decrease, including as a result of higher pricing, foregoing opportunities or negotiating fewer transactional protections in order to remain competitive. Additionally, a Fund may incur bid, due diligence, negotiating, consulting or other costs on investments that may not be successful. As a result, such Fund may not recover all of such costs, which would adversely affect returns. These competitive pressures could impair a Fund's business, financial condition and results of operations. Moreover, it is possible that competition for appropriate investment opportunities may increase, thus reducing the number of opportunities available to a Fund and adversely affecting the terms upon and expense at which portfolio investments can be made.

As discussed above, in recent years, a significant number of new private equity funds have been formed and many investment firms that previously pursued different strategies have increasingly sought private equity investments, resulting in an unprecedented amount of capital available for private equity investment. Because of the intense competition for a limited supply of available transactions and, in some cases, limited sources of debt and financing, many such funds were and, in some cases, continue to be limited in their ability to deploy capital. In some instances, such firms have also sought extensions of their funds' commitment periods. As many of these funds now encounter pending deadlines by which they must deploy their remaining "dry powder" or release their fund investors from making future contributions for new investments, it is possible that the competition for investments may increase.

Diversification

Diversification is not an objective of a Fund and KPS is not under any obligation to diversify a Fund's investments and may otherwise allocate capital among investments as it determines in its sole discretion. Accordingly, a Fund's portfolio may include a small number of large positions and, as a consequence, the aggregate return of such Fund may be substantially adversely affected by the unfavorable performance of even a single investment. In addition, the Investors have no assurance as to the degree of diversification of a Fund's investments, either by concentration, geographic region or sector. To the extent a Fund concentrates investments in a particular issuer, industry or geographic region, its investments will become more susceptible to fluctuations in value resulting from adverse economic and/or business conditions with respect thereto. Certain geographic regions and/or industries may be more adversely affected by economic pressures when compared to other geographic regions and/or industries. Moreover, the exposure of a Fund is expected to be highly concentrated in the manufacturing industry and the aggregate return of such Fund may be substantially adversely affected by the unfavorable performance of the overall relative performance of the manufacturing industry. Such concentration may subject a Fund to greater volatility than a more diversified portfolio of investments. Therefore, while this portfolio concentration may

enhance total returns to the Investors, if any large position has a material loss, then returns to the Investors may be lower than if they had invested in a well-diversified portfolio. Moreover, because it is not reasonable to expect all of a Fund's investments to perform well or even return capital, for such Fund to achieve above-average returns, one or a few of its investments must perform very well. There are no assurances that this will be the case. In addition, if a Fund co-invests with other private equity funds, an Investor invested in such other fund(s) may have exposure to a portfolio company through more than one fund.

Dependence on Key Personnel

KPS will have complete discretion in directing the investment of a Fund's assets. The interests are passive investments and the Investors will have no opportunity to control the day-to-day operations of a Fund, including investment and disposition decisions and decisions regarding the selection of service providers and the operation of the portfolio companies. Subjective decisions made by KPS may cause a Fund to incur losses or to miss profit opportunities on which it would otherwise have capitalized. In order to safeguard their limited liability for the liabilities and obligations of a Fund, the Investors must rely entirely on KPS to conduct and manage the affairs of such Fund. The Investors will have no direct rights against third parties engaged by KPS in respect of a Fund. In addition, to the extent that an Investor or its related persons are not represented by a member of the Advisory Board, such Investor will have no influence over matters submitted to the Advisory Board for review or approval.

The success of a Fund will be highly dependent on the financial and managerial expertise of the KPS Partners and other KPS employees and advisors. KPS and the Funds will be relying extensively on the experience, relationships and expertise of these persons. There is ever increasing competition among alternative asset firms, financial institutions, private equity firms, investment managers and other industry participants for hiring and retaining qualified investment professionals, and there can be no assurance that such professionals will continue to be associated with KPS or its affiliates throughout the life of the Funds. The loss of one or more of the KPS Partners could have a material adverse effect on the performance of a Fund. The interests of these professionals in the general partners should tend to discourage them from withdrawing from participation in a Fund's investment activities. However, there can be no assurance that the KPS Partners will continue to be associated with the general partners or their affiliates throughout the life of a Fund, as the KPS Partners are under no contractual obligation to remain with the general partners for all or any portion of the terms of a Fund, nor can there be any assurance that KPS will be able to attract and retain replacements or additional persons when needed. In addition, in the event that the KPS Partners cannot agree on decisions affecting a Fund, the investment results of a Fund may be adversely affected.

Furthermore, although the KPS Partners will devote substantially all of their business time and attention to the activities of KPS and a Fund, the KPS Partners are only required to devote such time as they deem reasonably necessary to conduct the business affairs of a Fund in an appropriate manner. The KPS Partners will continue to manage the public and private securities portfolios and investments of the other Funds (as well as their personal investments) and conflicts of interest could arise in allocating management time, services or functions among a Fund. In addition, non-investment professionals are not expected to be dedicated solely to any one Fund and instead will perform work for various Funds, including providing transaction-related, legal, management and other services to such Funds.

Possibility of Fraud or Other Misconduct of Employees and Service Providers

Misconduct by employees of KPS and its affiliates, service providers to such persons or a Fund and/or their respective affiliates could cause significant losses to such Fund. Misconduct may include, among other things, (i) entering into transactions without authorization, (ii) the failure to comply with operational and risk procedures, (iii) misrepresentations as to investments being considered by a Fund, (iv) the improper use or disclosure of confidential or material non-public information, which could result in litigation or serious financial harm (including limiting a Fund's business prospects or future marketing activities), (v) non-compliance with applicable laws or regulations and (vi) the concealment of any of the foregoing. Such activities may result in reputational damage, litigation, business disruption and/or financial losses to a Fund. KPS has controls and procedures through which it seeks to minimize the risk of such misconduct occurring. However, no assurances can be given that KPS will be able to identify or prevent such misconduct.

Reliance on Portfolio Company Management

The day-to-day operations of a portfolio company will be the responsibility of such company's management team. Although KPS will be responsible for monitoring the performance of portfolio companies and generally seeks to invest in companies operated by capable management that may be existing or installed by KPS, there can be no assurance that an existing management team, or any successor, will be able to successfully operate a portfolio company in accordance with KPS' strategy for such company.

Risks in Effecting Operating Improvements

The success of a Fund's investment strategy will depend, in part, on the ability of KPS to provide institutional management experience and financial insights to portfolio company management, restructure, and effect improvements in the operations of a portfolio company. The activity of identifying and implementing restructuring programs and operating improvements at portfolio companies entails a high degree of uncertainty. There can be no assurance that a Fund will be able to successfully identify and implement such restructuring programs and improvements or that such insights and experience will be utilized and implemented by portfolio companies and, even if implemented, that they will result in operating efficiencies and increased revenues.

Temporary Investments

In light of the need to be able to deploy capital quickly to capitalize on potential investment opportunities or to establish reserves for anticipated debts, liabilities or obligations, including liquidity needs, cash may be held by a Fund in temporary investments treated as cash equivalents, including money market investments, pending deployment into investments, the amount of which may at times be significant. While the duration of any such holding period is expected to be relatively short, in the event a Fund is unable to find suitable investments, such temporary investments may be held for longer periods, which would be dilutive to overall investment returns. It is not anticipated that any such reserves held in temporary investments will generate significant returns and/or interest, and the Investors should understand that such low returns and/or interest payments on the temporarily invested cash may adversely affect the overall returns of a Fund.

Drawdowns of Capital

Pursuant to the Governing Documents, the relevant general partner may draw down on the Investors' commitment upon at least 10 calendar days' prior notice. Capital calls will be issued by the relevant general partner at the discretion of such general partner, based upon such general

partner's assessment of the needs and opportunities of the relevant Fund. As a result, the Investors must at all times during the term of a Fund maintain sufficient liquidity to meet such capital calls. Except as specifically set forth in the Governing Documents, each Investor's obligation to satisfy capital calls will be unconditional. An Investor's obligation to satisfy capital calls will not in any manner be contingent upon the performance or prospects of a Fund or upon any assessment thereof provided by the relevant general partner. Capital calls may not provide all of the information an Investor desires in a particular circumstance, and such information is not a condition precedent for an Investor to meet its funding obligation. Additionally, and notwithstanding the foregoing, the relevant general partner will not be obligated to call 100% of a Fund's committed capital during such Fund's term. The fees, costs and expenses incurred by an Investor in fulfilling a capital call (whether bank fees, wire fees, value-added tax or other applicable charge imposed on an Investor) will be borne solely by such Investor and will be in addition to the amounts required by capital calls (and will not be part of or otherwise reduce its committed capital).

Defaults by Investors

If an Investor fails to fund its committed capital when due, a Fund's ability to complete its investment program or otherwise to continue operations may be substantially impaired and such Fund may be subject to significant penalties, which could materially and adversely affect the returns of the Investors (including non-defaulting Investors). A default by a substantial number of Investors or by one or more Investors who represents a substantial portion of the committed capital would limit opportunities for investment diversification and likely would reduce returns to such Fund. The consequences of defaulting on a capital call are material and adverse to the defaulting Investor. If an Investor fails to contribute any portion of its committed capital upon a call by the relevant general partner, such Investor will be subject to a number of remedies available to the general partner as provided in the Governing Documents, including a 50% reduction of its capital account, the sale of its interest, loss of the right to receive distributions and to vote, as well as liability for all costs, expenses and/or damages resulting from its failure to contribute such capital. The defaulting Investor could lose its entire investment in such Fund and remains liable for amounts due in respect of its committed capital, as well as for interest on such amounts at the maximum rate not prohibited by law.

Mandatory Withdrawals

An Investor may be compulsorily redeemed from a Fund if the relevant general partner determines that the continued participation of such Investor would be reasonably likely to give rise to a material adverse legal, regulatory, accounting, tax, political or national security consequence to such Fund, any of its Investors, any portfolio company or KPS, and upon any such compulsory redemption, such Investor may receive in lieu of cash an in-kind distribution or a promissory note that will mature on the date of the final distribution by such Fund.

Illiquidity of Investor Interests; Restrictions on Transfer

An interest in a Fund will generally be an illiquid investment. The interests will be issued in reliance upon certain exemptions from registration or qualification under applicable U.S. federal and state securities laws and may not be transferred unless registered under applicable U.S. federal and state securities laws or unless an exemption from such laws is available. No Fund is expected, nor has any obligation, to register the interests under any such laws. There will be no public market for the interests, and none is expected to develop. In addition, Investors will not be entitled to withdraw their capital contributions, and the interests may not, directly or indirectly, be assigned or transferred

(including through any transaction that is treated as a transfer solely for U.S. federal income tax purposes) without the written consent of the relevant general partner, which consent may be granted or withheld in its sole discretion. An Investor desiring to transfer its interests will generally be required to reimburse the relevant Fund's expenses of such transfer which can, in certain circumstances, be substantial. Voluntary withdrawals prior to a Fund's termination will generally not be permitted except in very limited circumstances as set forth in the Governing Documents. Accordingly, the interests constitute illiquid investments and should only be purchased by persons that are able to bear the risk of their investment for an indefinite period of time.

Limitations on Limited Liability of Investors

Generally, the Funds are organized as limited partnerships. An Investor in a limited partnership will generally not be liable for the obligations of the limited partnership except in respect of the value of money and other property the Investor contributes or agrees to contribute to the limited partnership. However, pursuant to relevant laws under certain jurisdictions, an Investor may become liable as a general partner if, in addition to exercising the Investor's rights and powers as an Investor, the Investor takes part in the control of the business of the limited partnership.

There is a risk that, in certain jurisdictions, the Investors may not be afforded limited liability to the extent that principles of conflicts of law recognizing the limitation of liability of Investors have not been authoritatively established with respect to limited partnerships formed under the laws of one jurisdiction but which carry on business in another jurisdiction.

Standard of Care and Indemnification

The Governing Documents contain provisions that, subject to applicable law, reduce or modify the duties that certain protected persons defined in the relevant Governing Documents would otherwise owe to a Fund and the Investors. The Funds generally will exculpate and indemnify each such protected person for any loss, damage or expense incurred by such protected person on behalf of a Fund or in furtherance of the interests of the Investors or otherwise arising out of or in connection with a Fund or the business of a Fund, except for losses arising from such protected person's own fraud, bad faith, willful misconduct, gross negligence or intentional and material breach of the Governing Documents. The Funds' ability and obligation to indemnify protected persons in respect of any liability arising out of activities performed in connection with a portfolio company prior to the disposition of the related investment is not affected by whether or not the existence of such liability was known at the time of the disposition. The relevant general partners may have a Fund purchase, at a Funds' expense, insurance to cover any protected person against liability covered by the foregoing indemnification and to otherwise cover liabilities for any breach or alleged breach by a protected person of its duties. The application of the foregoing standards may result in the Investors having a more limited right of action in certain cases than they would in the absence of such standards. Although the Governing Documents generally contain broad exculpation and indemnification provisions, KPS will not interpret such provisions to constitute a waiver of any person's non-waivable federal fiduciary duties to the relevant Fund under the Advisers Act.

Liability for Return of Distributions

Generally, the Investors do not have personal liability for the obligations of a Fund. However, under applicable law or pursuant to the terms of the Governing Documents, Investors could be required to return distributions previously made by a Fund if it is determined that such distributions were wrongfully made or in certain other circumstances under the terms of the Governing Documents.

Where an Investor has received the return of all or part of the amount contributed to a Fund, such Investor is nevertheless liable to such Fund or, where such Fund is dissolved, to its creditors for any amount, not in excess of the amount returned with interest, necessary to discharge the liabilities of a Fund to all creditors who extended credit or whose claims otherwise arose before the return of the contribution.

Capital Calls and Use of Subscription Lines and Asset-Backed Facilities; Recourse to Fund Assets
A Fund generally is permitted to, directly or indirectly through one or more subsidiary vehicles on behalf of such Fund, enter into credit facilities or other borrowing arrangements pursuant to which the investments or other assets of such Fund, including committed capital, may be charged, pledged or assigned as collateral security for (a) amounts borrowed by such Fund or a subsidiary and/or (b) guarantees by such Fund. In connection with the above, the relevant general partner may assign or otherwise transfer (i) the right to issue capital call notices to cause capital contributions to be paid to such Fund, (ii) any account of such Fund into which capital contributions are deposited, (iii) the right to enforce the rights of such Fund and the relevant general partner under the Governing Documents, including the rights and remedies with respect to defaulting Investors and (iv) any other assets of such Fund to a lender. The Investors will not be personally liable for a Fund's obligations under any borrowing arrangements. However, the inability of a Fund to repay borrowings under a credit facility secured by the committed capital of such Fund could enable a lender to take action against any Investor to the extent of its committed capital in such Fund and, if an Investor's committed capital is insufficient to repay such Investor's pro rata share of such borrowings, such Investor may be required to return amounts distributed to it to fund such borrowings, subject to certain limitations set forth in the Governing Documents.

Any Fund credit facility could provide for joint and several liability with respect to two or more parallel partnerships defined in the relevant Governing Documents, provided that to the extent that one such parallel partnership pays any such amounts on behalf of the other parallel partnership(s), the parallel partnership whose borrowing was repaid will, to the fullest extent not prohibited by applicable law, be required to indemnify and reimburse the other parallel partnerships.

Capital calls, including those used to pay interest and principal on subscription lines, asset-backed facilities and other indebtedness of a Fund, have the potential to be "batched" together into larger, less frequent capital calls, with such Fund's interim capital needs being satisfied by such Fund borrowing money from such credit facilities. The interest expense and other costs associated with such borrowings will be Fund expenses and, accordingly, will decrease net returns of the Fund.

In addition, the use of a subscription-based credit facility could potentially present conflicts of interest because the interest rate on such borrowings are typically less than the rate of the preferred return and such preferred return does not accrue on such borrowings but only accrues on capital contributions when made. As a result, use of such interim leverage arrangements with respect to investments may reduce or eliminate the preferred return received by the Investors and accelerate or increase distributions of carried interest to the relevant general partner, providing such general partner with an economic incentive to fund investments through longer-term borrowings in lieu of drawing down committed capital. As a general matter, use of borrowings in lieu of drawing down committed capital amplifies IRRs (either negative or positive) to the Investors as compared to the IRR when measuring the Fund's cash flows. Subject to the limitations in the Governing Documents, the use of a subscription-based credit facility by a Fund is within the relevant general partner's

discretion. Because management fees are incurred whether an investment is financed through capital calls or borrowings, and a Fund's preferred return typically does not accrue on outstanding borrowings, the relevant general partner has an incentive to cause the Fund to make investments and/or pay such amounts using a subscription line rather than making capital calls.

More generally, a Fund's assets, including all investments and any capital held by such Fund, are available to satisfy all liabilities and other obligations of such Fund, including any indebtedness incurred or guaranteed by such Fund. If a Fund or a portfolio company defaults on secured indebtedness, for example, the lender may foreclose and such Fund could lose its entire investment in the security for such loan. If a Fund itself becomes subject to a liability, parties seeking to have the liability satisfied may have recourse to such Fund's assets generally and will not be limited to any particular asset, such as the investment giving rise to the liability. In addition, there can be no guarantee that (1) debt facilities will be available at commercially attractive rates throughout the term of a Fund or when due for refinancing, and accordingly, such Fund or the applicable portfolio company may be exposed to less favorable terms or rates upon a refinancing or (2) any facilities negotiated will be fully utilized. Tax-exempt Investors should note that the use of leverage by a Fund may result in certain unwanted tax consequences.

Fund-level borrowing involves a number of additional risks. For example, drawing down on a credit facility allows a general partner to fund investments and pay partnership expenses without calling capital, potentially for extended periods of time. Calling a large amount of capital at once to repay the then-current amount outstanding under a credit facility could cause short-term liquidity concerns for Investors that would not arise had the relevant general partner called smaller amounts of capital incrementally over time as needed by a Fund. This risk would be heightened for an Investor with commitments to other funds that employ similar borrowing strategies or with respect to other leveraged assets in its portfolio; a single market event could trigger simultaneous capital calls, requiring the Investor to meet the accumulated, larger capital calls at the same time. A general partner is authorized to use Fund-level borrowing to pay management fees and to reimburse KPS for expenses incurred on behalf of the Fund. A Fund is also permitted to utilize Fund-level borrowing when a general partner expects to repay the amount outstanding through means other than Investor capital, including as a bridge for equity or debt capital with respect to an investment. If a Fund ultimately is unable to repay the borrowings through those other means, Investors would end up with increased exposure to the underlying investment, which could result in greater losses.

If an investment appreciates in value and is disposed of prior to repayment, a Fund generally will apply disposition proceeds to repay the borrowing and related interest and expenses. The absence of invested capital funded by Investors potentially will result in a distribution of net proceeds without a preferred return accrual on the amount invested. Accordingly, borrowings have the potential to support the distribution of proceeds to Investors and increase the potential carried interest for the relevant general partner, as reduced by the interest incurred by the relevant Fund. Subject to any limitations in the Governing Documents, this scenario potentially incentivizes the relevant general partner to permanently fund the acquisition and ongoing capital needs of a Fund's investments and related expenses with the proceeds of such borrowings in lieu of drawing down capital contributions on an as-needed basis, and, accordingly, capital contributions to repay such borrowings may be required only at the time of the disposition of an investment (or never, if principal and interest on such borrowings are always repaid out of disposition proceeds).

A credit agreement or borrowing facility frequently will contain other terms that restrict the activities of a Fund and the Investors or impose additional obligations on them. For example, certain lenders or facilities are expected to impose restrictions on the relevant general partner's ability to consent to the transfer of an Investor's interest in a Fund or impose concentration or other limits on the Fund's investments, and/or financial or other covenants, that could affect the implementation of the Fund's investment strategy. In addition, in order to secure a credit facility, the relevant general partner may request certain financial information and other documentation from Investors to share with lenders. The general partner will have significant discretion in negotiating the terms of any credit facility and may agree to terms that are not the most favorable to one or more Investors. In certain circumstances, due to separate evaluations of creditworthiness by lenders or facility providers, a portfolio company or other Fund subsidiary is expected to bear higher rates under a borrowing facility than are borne by the Fund, resulting in a potential net benefit to the Fund, or additional potential liquidity constraints or other burdens on the relevant portfolio company or Fund subsidiary.

Investment- and Intermediate Entity-Level Borrowing

Under the Governing Documents, the Fund is authorized to incur indebtedness that is secured by any assets of the Fund (e.g., asset-based borrowing, as well as "back leverage" and net asset value (NAV) facilities), and is permitted directly or indirectly through one or more intermediate entities (e.g., special purpose vehicles) to incur indebtedness, including to borrow money from any person, to make guarantees or provide other credit support to any person or to incur any other obligation (including other extensions of credit). Indebtedness is permitted to be incurred for any purpose relating to the activities of the Fund, including without limitation to: finance any investment-related activities of the Fund; increase the buying power of the Fund; provide interim financing to the extent necessary to consummate the purchase of investments prior to the receipt of permanent financing or capital contributions or distributions (as applicable); pay for Fund expenses or finance the payment of management fees; make, hold or dispose of investments; provide financing or refinancing; fund the payment of amounts to withdrawing Investors; finance distributions to the Investors; and provide collateral to secure outstanding letters of credit or to create reserves, in each case in accordance with the Governing Documents. Additionally, a Fund is expected to enter into letters of credit in support of one or more of its investments, including for the purpose of such Fund agreeing to fund additional equity financing or capital expenditures into a portfolio company (regardless of who the beneficiary to such letter of credit may be) at a certain time or upon the occurrence of a certain event. Although in many cases the Governing Documents impose limits on borrowings at the Fund level, portfolio investments and intermediate entities generally do not have such limits on their ability to engage in borrowings or incur leverage with respect to all or a portion of the relevant investments.

Interim Financing

A Fund may provide interim financing to facilitate an investment. Interim financing may take the form of equity or debt investments in, or bank-like loans to, the portfolio company or such other structures as the relevant general partner may determine appropriate under the circumstances. There can be no assurance that a Fund will be able to refinance or repay any interim financing within any period of time specified in the relevant Governing Document following the closing of such interim financing or that such refinancing or repayment will take place on terms and conditions that will be preferable for a Fund or that expenses incurred in connection therewith will not be substantial. Any interim financing not refinanced or otherwise repaid within such period of time would typically be

convertible into a more permanent, long-term security; however, for reasons not always in a Fund's control, such long-term securities may not be issued and such bridge loans may remain outstanding. In such event, the interest rate on such loans may not adequately reflect the risk associated with the unsecured position taken by a Fund. Any such interim financing not refinanced or otherwise repaid within such period of time will be treated as a permanent investment in the portfolio company made on the date of the initial interim financing (regardless of the type of securities held by the relevant Fund at the time of conversion), and will not result in a violation of the investment restrictions applicable to such Fund. In addition, a Fund will not be required to dispose of any portion of, or otherwise reduce, such interim financing and such Fund will consequently hold a greater concentration and have more exposure in the related investment than initially was intended, which could make such Fund more susceptible to fluctuations in value resulting from adverse economic and/or business conditions with respect thereto.

Reinvestment

A Fund may retain or recall for reinvestment the invested capital portion of any proceeds received by such Fund from the sale, refinancing, or recapitalization of any investment (including, but not limited to, any interim financing) within certain period of time specified in the relevant Governing Document after the investment was originally made. Additionally, at the election of the relevant general partner, any amounts drawn down from the committed capital to pay organizational expenses and Fund expenses (including the management fee), may, to the extent the Investors receive subsequent distributions, be added to the committed capital of the Investors and be subject to recall. Accordingly, during the term of a Fund, an Investor may be required to make capital contributions in excess of its committed capital and to the extent such recalled or retained amounts are reinvested by such Fund, an Investor will remain subject to investment and other risks associated with such investments. As a general matter, recycling and reinvestment will have the effect of amplifying a Fund's IRR, either negative or positive, depending on the performance of investments.

Follow-On Investments

Following its initial investment in a given portfolio company, KPS is permitted to decide to provide additional capital to such portfolio company or consider the opportunity to increase its investment in such portfolio company. A core component of certain Funds' investment strategy is to buy and build businesses, which requires significant capital. As a result, a Fund will likely be called upon to provide follow-on financing for one or several of its portfolio companies. Participating in such follow-on investments could be crucial for such Fund to execute on its value creation plans in respect of its portfolio companies. To that end, the relevant general partner has reserved the ability to continue making follow-on investments following the end of the commitment period up to an amount not to exceed the percentage specified in the relevant Governing Document of the aggregate committed capital.

Notwithstanding the foregoing, there can be no assurance that a Fund will wish to make follow-on investments or that a Fund will have sufficient funds to do so. Any decision by a Fund not to make follow-on investments or its inability to make them may have a substantial negative impact on a portfolio company in need of such an investment or may diminish such Fund's ability to influence the portfolio company's future development. There can be no assurance that the relevant general partner will be able to predict accurately how much capital may need to be reserved by the relevant Fund for participation in follow-on investments. If more capital is reserved than is necessary, then the relevant Fund may receive a lower allocation of other investment opportunities or may not fully

draw its original committed capital. If less capital is reserved than is necessary, then the relevant Fund may not be able to fully protect or enhance its existing investments. If a Fund does not have sufficient capital to participate in all (or a portion) of a follow-on investment opportunity, a successor fund or another KPS Fund may participate in such follow-on opportunity in lieu of or alongside such Fund. Moreover, to the extent that a Fund does not make a needed follow-on investment, the applicable portfolio company may seek additional capital from other Investors. Any such arrangements with other Investors could rank senior to, and/or cause the dilution of, the investment of the Fund.

Third-Party Involvement

A Fund could co-invest with third parties through funds, joint ventures or other entities. Such investments may involve risks not present in investments where a third party is not involved, including the possibility that a co-venturer or partner of such Fund may at any time have other business interests and investments other than the joint venture with such Fund, or may have economic or business goals different from those of such Fund. In addition, a Fund may be liable for actions of its co-venturers or partners. A Fund's ability to exercise control or significant influence over management in these cooperative efforts will depend upon the nature of the joint venture arrangement. In addition, such arrangements are likely to involve restrictions on the resale of a Fund's interest in the portfolio company.

Expenses

Operating a private investment fund involves significant costs, both in respect of its investment activities and the administration of the same. There is no cap on Fund expenses and, as a result, such expenses may be substantial. While such amounts can generally be recycled, these expenses will decrease Investor's returns, including in respect of successful investments. In addition, the participation of co-investors may increase the amount of expenses borne by a Fund as such co-investors may not bear certain costs and expenses associated with potential investments, including broken deal expenses.

Changes in Investment Focus

KPS has broad discretionary power to decide what investments a Fund will make and the strategies it will use to implement its investment objectives. While the relevant Governing Documents contain a description of the types of investments that the Funds have historically made and information about KPS' expectations with respect to the Funds, a Fund is not restricted in terms of the percentage of its capital that can be invested in a particular industry and is only generally restricted by the limitations set forth in the relevant Governing Document. A Fund may employ investment techniques and strategies and/or structure investments with instruments that KPS believes will help achieve such Fund's investment objectives. Many factors may contribute to changes in emphasis in the construction of the portfolio, including changes in market or economic conditions or regulation as they affect various industries and changes in the political or social situations in particular countries. There can be no assurance that the investment portfolio of a Fund will resemble the portfolio of any prior Fund.

Distributions

There can be no assurance that the operation of a Fund will be profitable, that such Fund will be able to avoid losses or that cash from its investments will be available for distribution to the Investors. A Fund will have no source of funds from which to pay distributions to the Investors

other than income and gain received on its investments and the return of capital. In addition, while a Fund intends to make distributions in cash, it is possible that certain distributions may be made in kind and could consist of securities for which there is no readily available public market and with respect to which there are substantial transfer restrictions or of securities of entities unable to perform under contractual obligations.

If distributions are made of property other than cash, the amount of any such distribution will be accounted for at the fair market value of such property in accordance with the Governing Documents. Specifically, upon termination of a Fund, certain portfolio investments of such Fund may be distributed in kind if the general partner determines that liquidation of any such portfolio investment might cause substantial diminution of the value of such portfolio investment. Widespread holding of portfolio investments, particularly of private illiquid securities, may entail a significant administrative burden. In addition, the direct holding of certain portfolio investments may subject the holder to suit or taxes in states in which such investments are located.

Side Letters

A general partner (on its own behalf and on behalf of a Fund) and/or its affiliates reserve the right to enter into side letters with one or more Investors whereby such Investors may be granted additional or different rights than the Investors generally have pursuant to the Governing Documents. Examples of such rights include, but are not limited to different fee structures or arrangements (including discounted or rebated compensation terms, modified waterfall mechanics and/or receipt of a portion of KPS' compensation, none of which generally will be subject to the "most-favored nation" provisions of a Fund's Governing Documents), information rights, specialized reporting, priority co-investment rights or targeted co-investment amounts, rights to serve on the Fund's Advisory Board, liquidity or transfer rights, confidentiality protections and disclosure rights, modification of default remedies, investment pacing restrictions, economic procedural and other terms, the right to receive reports from a Fund on a more frequent basis or to receive reports that include information not provided to other Investors, the right to pay reduced management fees, the right to receive co-investment opportunities and such other rights as may be negotiated between the relevant general partner, on the one hand, and such Investors, on the other hand. KPS is likely to have its own economic and/or other business incentives to provide certain terms to certain Investors (e.g., based on commitment amount to a Fund or the timing thereof, the ability of an Investor to provide sourcing or other services to KPS, its affiliates and personnel or a Fund, or the potential to establish, recognize, strengthen or cultivate relationships that have the potential to provide longer-term benefits to KPS, its affiliates and personnel, or a Fund.

As a result of such side letters, certain Investors could receive additional benefits that other Investors will not receive. Any rights or terms so established in a side letter with an Investor will govern solely with respect to such Investor (but not any of such Investor's assignees or transferees unless so specified in such agreement) and will not require the approval of any other Investor notwithstanding any other provision of the Governing Documents. For the avoidance of doubt, matters arising under any side letter are considered matters contemplated in the relevant Governing Document and the limitation on liability provisions therein shall apply equally to any side letter. The relevant general partner will not be required to notify all of the other Investors of any such side letters or any of the rights or terms or provisions thereof. In addition, the relevant general partner will not be required to offer such additional or different rights or terms to any or all of the other Investors. The relevant general partner is permitted to enter into such side letters with any party as

such general partner may determine in its sole and absolute discretion at any time. The other Investors will have no recourse against the relevant Fund, such general partner, KPS or any of their respective affiliates in the event that certain Investors receive additional or different rights or terms as a result of such side letters. To the extent that compliance with any of the provisions of any such side letter would cause a Fund, the relevant general partner, KPS or any of their respective affiliates to violate their respective fiduciary obligations to other clients or to violate any applicable laws, such Fund, the relevant general partner or KPS, as applicable, may not, or may be unable to, comply with any such provision.

Side letters subject KPS to potential conflicts of interest, including in circumstances where an Investor's right to serve on the relevant Fund's Advisory Board results in the Investor receiving additional information relative to other Investors. To the extent an Investor is subject to statutory or other limitations on indemnification, or otherwise negotiates rights relating thereto, other Investors may be subject to increased losses, or be required to bear an increased portion of indemnification amounts. Other side letter rights are likely to confer benefits on the relevant Investor at the expense of the relevant Fund or of Investors as a whole, including in the event that a side letter confers additional reporting, information rights and/or transfer rights, the costs and expenses of which are expected to be borne by the relevant Fund.

Equity Investments

A substantial portion of a Fund's investments will be in equity or equity-related investments which by their nature involve business, financial, market and/or legal risks. While such investments offer the opportunity for significant capital gains, they generally represent the most junior position within a portfolio company's capital structure and are therefore subject to the greatest risk of loss. The Investors must be prepared to bear such capital losses that may result from investments. There can be no assurance that a Fund will be adequately compensated for the risks taken. In addition, there can be no assurance that KPS will correctly evaluate the nature and magnitude of the various factors that could affect the value of a return on a Fund's investments. Prices and market movements of a Fund's investments may be volatile, and a variety of other factors that are inherently difficult to predict, such as domestic or international economic and political developments, may significantly affect the results of such Fund's activities and the value of Fund investments. As a result, a Fund's performance over a particular period may not necessarily be indicative of the results in future periods.

Investments in Distressed Companies

A Fund will likely invest in companies that are experiencing significant financial or business distress, including companies involved in bankruptcy or other reorganization and liquidation proceedings. Such companies are typically facing liquidity challenges due to debt maturities, covenant violations, cyclical challenges or imminent bankruptcy, or they need financing in order to exit bankruptcy. Such investments may be considered speculative and subject to a high degree of risk and the ability of the relevant portfolio companies to pay their debts on schedule could be adversely affected by interest rate movements, changes in the general economic climate or the economic factors affecting a particular industry, or specific developments within such companies. Investments in companies operating in workout or bankruptcy modes also present additional legal risks, including fraudulent conveyance, voidable preference and equitable subordination risks. The level of analytical sophistication, both financial and legal, necessary for successful investment in companies experiencing significant business and financial difficulties is unusually high. There is

no assurance that KPS will correctly evaluate the prospects for a successful reorganization or similar action. In addition, although investments in distressed companies may result in significant returns to a Fund, they involve a substantial degree of risk and may not show any return for a considerable period of time, if at all. Given the nature of such companies, it is possible that one or more investments of a Fund may fail to yield any returns. Such investments could, in certain circumstances, subject such Fund to certain additional potential liabilities that may exceed the value of such Fund's original investments therein.

Control Position Risk; Board Participation

Generally, a Fund intends to make investments that will allow it to acquire control or exercise influence over management and the strategic direction of a portfolio investment as described in the relevant offering documents. The exercise of control over a company imposes additional risks of liability for environmental damage, product defects, pension liabilities, failure to supervise management and other types of liability in which the limited liability characteristic of business operations may be ignored. The exercise of control over a portfolio company could expose the assets of a Fund to claims by such portfolio company, its security holders and its creditors. While KPS intends to manage the Funds to minimize exposure to these risks, the possibility of successful claims cannot be precluded.

In addition, a Fund may designate directors (and non-executive chairpersons) to serve on the boards of directors of portfolio companies. Although such board positions in certain circumstances may be important to a Fund's investment strategy and may enhance KPS' ability to manage investments, they may also have the effect of impairing the Fund's ability to sell the related securities when, and upon the terms, it may otherwise desire and may subject KPS and a Fund to claims they would not otherwise be subject to as an Investor, including claims of breach of duty of loyalty, securities claims and other director-related claims. In general, a Fund will indemnify the relevant general partner and KPS, as well as any persons holding such board positions at the request of the Fund, the relevant general partner or KPS, from such claims.

Contingent Liabilities

Most of a Fund's investments will involve private securities. In connection with an investment in private securities, a Fund may assume, or acquire, a portfolio company subject to contingent liabilities. These liabilities may be material and may include liabilities associated with pending litigation, regulatory investigations or environmental actions, among other things. To the extent these liabilities are realized, they may materially and adversely affect the value of a portfolio company. In addition, if a Fund has assumed or guaranteed these liabilities, the obligation would be payable from the assets of such Fund, including committed capital. In connection with the disposition of an investment, a Fund may be required to make representations about the business and financial affairs of the portfolio company typical of those made in connection with the sale of any business, or be responsible for the contents of disclosure documents under applicable securities laws. A Fund may also be required to indemnify the purchasers or underwriters of an investment with respect to certain matters, including the accuracy of any such representations or disclosure documents or with respect to certain potential liabilities or other obligations. These arrangements may result in the incurrence of accrued expenses, liabilities or contingencies, which shall be borne by such Fund and for which the relevant general partner may cause a Fund to establish reserves or escrow accounts. In that regard, distributions, including final distributions, to the Investors will be subject to any such reserves or holdbacks and the Investors may be required to return amounts

distributed to them to fund the Fund's indemnification obligations or other Fund obligations arising out of any legal proceeding against the Fund, subject to certain limitations set forth in the Governing Documents. Furthermore, each Investor that receives a distribution in error or in violation of applicable law will, under certain circumstances, be obligated to recontribute such distribution to the relevant Fund.

Debt Investments in Portfolio Companies

A Fund may invest in various debt instruments acquired with the aim of allowing a Fund to establish a control position, gain influence in a restructuring process or access information. In addition, a Fund may also make passive debt investments. Debt instruments may include, but will not be limited to, bank debt (e.g., first- and second-lien debt), bonds and other fixed income instruments. Such debt may be unsecured and structurally or contractually subordinated to substantial amounts of senior indebtedness, all or a significant portion of which may be secured. Moreover, such debt investments may not be protected by financial covenants or limitations upon additional indebtedness and there is no minimum credit rating for such debt investments. Other factors may materially and adversely affect the market price and yield of such debt investments, including, Investor demand, changes in the financial condition of the applicable issuer, government fiscal policy and domestic or worldwide economic conditions. Debt investments involve different and additional risks than investments in equity, including credit risk, interest rate risk, subordination risk and other risks. Moreover, different types of debt instruments involve different types of risk. For example, investments in bank debt involve certain unique risks, including, without limitation: (i) the possible invalidation of an investment transaction as a fraudulent conveyance under the applicable creditors' rights laws; (ii) so-called lender liability claims by the issuer of the obligations; (iii) environmental and/or other liabilities that may arise with respect to collateral securing the obligations; (iv) adverse consequences resulting from participating in such instruments with other institutions with lower credit quality; and (v) limitations on the ability of a Fund to directly enforce its rights with respect to bank participations.

Certain debt instruments that a Fund may invest in may be or become non-performing and possibly in default. Furthermore, the obligor or relevant guarantor may also be in or enter bankruptcy or liquidation. There can be no assurance as to the amount and timing of payments, if any, with respect to any such debt instruments. Further, loans may become non-performing for a variety of reasons and borrowers on loans constituting a Fund's assets may seek the protection afforded by bankruptcy, insolvency and other debtor relief laws. Upon a bankruptcy filing in a U.S. Bankruptcy Court by an issuer of debt, the Bankruptcy Code imposes an automatic stay on payments of its pre-petition debt. Other protections in such proceedings may include forgiveness of debt, the ability to create super-priority liens in favor of certain creditors of the debtor and certain well-defined claims procedures. Non-performing debt obligations may require substantial workout negotiations, restructuring or bankruptcy filings that may entail a substantial reduction in the interest rate, deferral of payments and/or a substantial write-down of the principal of a loan or conversion of some or all of the debt to equity. Insolvency laws may, in certain jurisdictions, result in a restructuring of the debt without the relevant Fund's consent under the "cramdown" provisions of applicable insolvency laws and may also result in a discharge of all or part of the debt without payment to the Fund. If an issuer were to file for Chapter 11 reorganization, the Bankruptcy Code authorizes the issuer to restructure the terms of repayment of a class of debt even if the class fails to accept the restructuring as long as the restructured terms are "fair and equitable" to the class and certain other conditions are met.

Investments in Less Established Companies

A Fund may invest a portion of its assets in the securities of less established companies, or early stage companies. A Fund may create new companies by acquiring and combining various non-core assets through complex corporate carve-out transactions. Investments in such companies may involve greater risks than those generally associated with investments in more established companies. For instance, less established companies tend to have smaller capitalizations and fewer resources and, therefore, are often more vulnerable to financial failure. Such companies also may have shorter operating histories on which to judge future performance and in many cases, if operating, will have negative cash flow. In the case of start-up enterprises, such companies may not have significant or any operating revenues. In addition, less mature companies could be more susceptible to irregular accounting or other fraudulent practices. Although KPS believes it is skilled in recognizing potential value where other Investors do not, KPS may not be able to successfully implement its value creation plans with respect to all portfolio companies. This risk may be maximized with respect to newly formed and other less established companies. Furthermore, to the extent there is any public market for the securities held by a Fund, securities of less established companies may be subject to more abrupt and erratic market price movements than those of larger, more established companies.

Some of the portfolio investments expected to be made by a Fund should be considered highly speculative and may result in the loss of such Fund's entire investment therein. There can be no assurance that any such losses will be offset by gains (if any) realized on a Fund's other investments.

Investments in Public Companies

A Fund may invest in public companies (subject to the restrictions in the relevant Governing Documents) or take private portfolio companies public. Investments in public companies may subject the relevant Fund to risks that differ in type or degree from those involved with investments in privately held companies. Such risks include movements in the stock market and trends in the overall economy, greater volatility in the valuation of such companies, increased obligations to disclose information regarding such companies, limitations on the ability of such Fund to dispose of such securities at certain times (including due to the possession by such Fund of material non-public information), increased likelihood of shareholder litigation against such companies' board members, which may include KPS personnel, regulatory action by the SEC and increased costs associated with each of the aforementioned risks. In addition, it is not expected that a Fund will be able to negotiate additional covenants or other contractual rights that it may otherwise be able to obtain in making privately negotiated investments. Moreover, a Fund may not have the same access to information in connection with investments in public companies, either when negotiating a potential investment or after making an investment, as compared to privately negotiated investments. An investment may be sold by a Fund to a public company where the consideration received is a combination of cash and stock of the public company, which may, depending on the securities laws of the relevant jurisdiction, be subject to lock-up periods.

Minority Investments

A Fund may accumulate minority positions in the outstanding voting stock, or securities convertible into the voting stock, of potential portfolio companies. Minority position investments mean that a Fund may not have the right to exert significant influence and would be significantly reliant on the existing management teams and boards of directors of such companies (which may include representatives of other Investors with whom such Fund is not affiliated and whose interests may

conflict with the interests of such Fund). While KPS will seek to achieve such accumulation through open market purchases, registered tender offers, negotiated transactions, or private placements, a Fund may be unable to accumulate a sufficiently large position in a target company to execute its strategy. In such circumstances, a Fund may dispose of its position in the target company within a short time of acquiring it and there can be no assurance that the price at which such Fund can sell such stock will not have declined since the time of the Fund's acquisition. This may be exacerbated by the fact that stock of the companies that a Fund may target may be thinly traded and that such Fund's position may nevertheless have been substantial and its disposal may depress the market price for such stock.

Middle Market Companies

A Fund may invest in middle market companies. Although investments in middle market companies may present greater opportunities for growth, such investments may also entail larger risks than are customarily associated with investments in larger companies. Middle market companies may have relatively limited product lines, markets, and financial and other resources. As a result, such companies may be more vulnerable to general economic trends and to specific changes in markets and technology. In addition, future growth may be dependent on additional financing, which may not 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 may make realizations of gains more difficult. In addition, the relative illiquidity of private equity investments generally, and the somewhat greater illiquidity of private investments in middle market companies, could make it difficult for a Fund to react quickly to negative economic or political developments.

Technological Innovations

Current trends in the market generally have been toward disrupting a traditional approach to an industry with technological innovation, and multiple young companies have been successful where this trend toward disruption in markets and market practices has been critical to their success. In this period of rapid technological and commercial innovation, new businesses and approaches are expected to be created that will compete with a Fund and/or its investments or alter the market practices a Fund's strategy has been designed to function within and depend on for investment return. Any of these new approaches could damage a Fund's investments, significantly disrupt the market in which it operates and subject it to increased competition, which could materially and adversely affect its business, financial condition and results of investments.

In addition, technological innovations and changes serve an important role in the type of manufacturing companies such as those in which a Fund intends to invest. In particular, technological innovations, including advances in process technology and introductions and enhancements of manufacturing equipment, are key for manufacturing companies to maximize product quality and reduce production costs and, consequently, to protect their competitive positioning. A portfolio company's future growth and financial performance could depend in part upon such portfolio company's ability to develop, market and integrate new services and to accommodate the latest technological advances and customer preferences. The failure of a portfolio company to develop (if applicable) or implement new technology could result in such portfolio company not remaining competitive in its field and such portfolio company's revenues decreasing over time.

Volatility of Commodity Prices

The performance of certain investments of a Fund may be dependent upon prevailing market prices of certain commodities, including the price and supply of electricity, oil and fuel. Historically, the markets for certain commodities, including oil, gas, coal and power have been volatile, and such markets are likely to continue to be volatile in the future. Prices for certain commodities are subject to significant fluctuations over a short period of time in response to relatively minor changes in the supply of and demand for such commodities, market uncertainty and a variety of additional factors that are beyond the control of a general partner or a Fund. These factors include, without limitation, the following: (a) worldwide and regional economic conditions impacting the global supply and demand for commodities generally, including natural gas, coal, natural gas liquids and oil; (b) the price and quantity of imports of foreign natural gas, including liquefied natural gas; (c) international political conditions in or affecting other producing countries, including conflicts in the Middle East, Africa, South America and Russia; (d) the level of global exploration and production and the success of exploration projects; (e) the level of global inventories; (f) prevailing prices on local price indexes; (g) localized and global supply and demand fundamentals and transportation availability; (h) weather conditions; (i) technological advances affecting energy consumption; (j) the price and availability of alternative fuels; (k) domestic, local and foreign governmental regulation and taxes; (l) refining capacity; (m) actions of the Organization of Petroleum Exporting Countries (“OPEC”) (and other oil and natural gas producing nations) including the ability of the OPEC member countries, and other oil exporting countries, including Russia, to agree upon and to maintain price stability through production limits/quotas and the level of production by non-OPEC countries; (n) force majeure events; (o) changes in law, governmental regulations, relative price and availability of alternative forms of fuels and energy sources; (p) energy conservation; (q) armed conflicts; (r) the capacity of U.S. and international refiners to use U.S. supplies of oil, natural gas and natural gas liquids and (s) the economic growth of countries that are large consumers of energy and overall economic conditions. In addition, governments may intervene directly and by regulation, with the intent to influence price directly, which may cause rapid movement in commodity prices. The occurrence of events related to the foregoing makes it extremely difficult to predict future oil and natural gas price movements with any certainty and may have a material adverse effect on a Fund and its portfolio companies.

Environmental Hazards

Some of a Fund’s portfolio companies may generate, emit, store, transport and arrange for the disposal of hazardous materials, greenhouse gases and waste products, including, without limitation, wastewater and sludge, as a consequence of their operations, and therefore are expected to be subject to numerous and extensive environmental, health and safety laws and regulations in respect of their operations. These include laws and regulations with respect to the airborne emission of hazardous materials, the discharge of hazardous materials to receiving water bodies, and the use, management, treatment, storage and disposal of such materials. Compliance with these laws and regulations and the procurement of necessary operating permits and licenses can be costly, and failures to comply can result in material monetary civil and criminal sanctions. Businesses with material air emissions may also face increasing regulation and increasingly strict emission standards due to programs in the United States, Europe and elsewhere to reduce carbon and other greenhouse gas emissions.

In addition, under environmental laws enacted by the United States and various states, owners of real property may be liable for the clean-up, removal and remediation of hazardous substances even

where the owner was not responsible for placing the hazardous substances on the property or where the property was contaminated prior to the time the owner took title, regardless of whether the owner knew of the presence of such hazardous substances. Such laws may impose joint and several liability, which could result in a Fund being obligated to pay for greater than its share, or even all, of the liabilities involved. The costs of clean-up, removal and remediation of hazardous substances and wastes can be extremely expensive and, in some cases, can exceed the value of a property. If any property acquired by a Fund (whether through foreclosure or otherwise) subsequently was found to have an environmental problem, such Fund could incur substantial costs and suffer a complete loss of its investment in such property, as well as of other assets. The presence of hazardous substances, or the failure to properly remediate contamination from such substances, may adversely affect an owner's ability to sell, lease or otherwise realize income from the real estate or to borrow funds using such property as collateral, which could have an adverse effect on a Fund's return from such investment. In addition, some environmental laws and regulations create a lien on contaminated property in favor of governments or government agencies for costs they may incur in connection with the contamination and in some cases impose liability on successors and affiliates.

It may be impractical or impossible to fully insure against such events and, should such an event occur, a Fund could incur substantial costs and suffer a complete loss of its investment in such property. In addition, a Fund's operating costs and performance may be adversely affected by compliance obligations under environmental protection laws and regulations relating to investments of a Fund, including additional compliance obligations arising from any change to such laws and regulations. Such changes may impose additional expenses or liabilities, result in limitations in the manner in which the portfolio companies conduct their business or operate their industrial facilities or otherwise adversely affect the portfolio companies. Laws and regulations may also restrict development of, and use of, property.

The ongoing presence of environmental contamination, pollutants or other hazardous materials on or emanating from a property (whether known at the time of acquisition or not) could also result in personal injury (and associated liability) to persons on or in the vicinity of the property and persons removing such materials, future or continuing property damage (which may adversely affect property value) or claims by third parties, including as a result of exposure to or damage from such materials through the spread of contaminants.

Further, even in cases where a Fund is indemnified by the seller with respect to an investment against liabilities arising out of violations of environmental laws and regulations, there can be no assurance as to the financial viability of the seller to satisfy such indemnities or the ability of such Fund to achieve enforcement of such indemnities.

When compared to the United States, the historical lack or inadequacy of environmental regulation in certain non-U.S. countries has led to widespread pollution of air, ground and water resources. The legislative framework for environmental liability in these countries has not been fully established or implemented. The extent of the responsibility, if any, for the costs of abating environmental hazards may be unclear when a Fund is considering an investment.

Investments in Portfolio Companies in Regulated Industries

Certain industries are heavily regulated. A Fund may invest in portfolio companies operating in industries that are subject to greater amounts of regulation than other industries generally. Investments in portfolio companies that are subject to a high level of governmental regulation pose additional risks relative to investments in other companies. Changes in applicable laws or regulations, or in the interpretations of these laws and regulations, could result in increased compliance costs or the need for additional capital expenditures. If a portfolio company fails to comply with these requirements, it could also be subject to civil or criminal liability and the imposition of fines. In addition, a Fund or its portfolio companies may require the consent or approval of applicable regulatory authorities in order to acquire or hold particular assets or sell their respective products. If a Fund or any of its portfolio companies is unable to obtain required consent or approval, such Fund or such portfolio company may be unable to enter into transactions or to structure transactions in ways that are optimal for such Fund. A Fund may invest in portfolio companies it believes have obtained all material U.S. federal, state, local or non-U.S. approvals and permits required as of the date thereof to acquire and operate their respective facilities and sell their respective products. However, such approvals and permits may be subject to conditions and there is no assurance that portfolio companies will be successful in meeting such conditions. A failure to satisfy such conditions could prevent the operation of certain facilities or result in additional costs to the portfolio companies, which may adversely affect the Fund's investment results. There can be no assurance that any portfolio company will be able to: (i) obtain all required regulatory approvals and permits; (ii) obtain any necessary modifications to existing regulatory approvals and permits; or (iii) renew and otherwise maintain required regulatory approvals and permits. Delay in obtaining or failure to obtain and maintain in full force and effect any regulatory approvals and permits (or amendments thereto), or delay or failure to satisfy any regulatory conditions or other applicable requirements (which may change over time), could prevent operation of a facility or sales of such facility or the products manufactured at such facility to third parties or could result in additional costs to a portfolio company and adversely affect a Fund's investment results.

A portfolio company also could be materially and adversely affected as a result of statutory or regulatory changes or judicial or administrative interpretations of existing laws and regulations that impose more comprehensive or stringent requirements on such company. Governments have considerable discretion in implementing regulations that could impact a portfolio company's business, and governments may be influenced by political considerations and may make decisions that adversely affect a portfolio company's business.

Cost of Labor; Workforce Retention

The business operations of certain Funds' intended portfolio companies are labor intensive and the availability of labor can vary depending on market conditions. If sufficient labor is not available in the future or the cost of labor rises, the relevant Fund's portfolio companies may be unable to meet customer demand or operating costs may increase, materially affecting such portfolio companies' financial performance. No assurances can be made that portfolio companies will be successful in hiring or retaining members of a skilled and experienced technical workforce. The competition for skilled individuals is intense. The loss of the services of a number of a portfolio company's workforce, or failure to attract new employees, could adversely affect a portfolio company's ability to remain competitive in the manufacturing or automotive industry, as applicable.

Risks Associated with Unionized Workforce

Portfolio companies in manufacturing or automotive industries that are the focus of the Funds, as applicable, are likely to have a unionized workforce or employees who are covered by a collective bargaining agreement, which could subject any such portfolio company's activities and labor relations matters to complex laws and regulations relating thereto. Moreover, a portfolio company's operations and profitability could suffer if it experiences labor relations problems. Upon the expiration of any such portfolio company's collective bargaining agreements, it may be unable to negotiate new collective bargaining agreements on terms favorable to it, and its business operations at one or more of its facilities may be interrupted as a result of labor disputes or difficulties and delays in the process of renegotiating its collective bargaining agreements. A work stoppage at one or more of any such portfolio company's facilities could have a materially adverse effect on its business, results of operations and financial condition. Any such problems additionally may bring scrutiny and attention to a Fund itself, which could adversely affect the Fund's ability to implement its investment objectives.

Use and Availability of Leverage; Recent Changes in Credit Markets

A Fund is permitted to make use of leverage by incurring or having a portfolio company or intermediate entity incur debt to finance all or a portion of certain investments, whether on a temporary or long-term basis. Leveraged acquisitions, by their nature, require companies to undertake a high ratio of fixed charges to available income. Such investments are inherently more sensitive to declines in revenues and to increases in expenses and interest rates. Utilization of leverage is a speculative investment technique and involves risks to Investors. While leverage presents opportunities for increasing a Fund's total return, it has the potential to increase losses as well. Accordingly, any event that adversely affects the value of an investment by a Fund would be magnified to the extent leverage is used. The cumulative effect of the use of leverage by a Fund in a market that moves adversely to the Fund's investments could result in a loss to a Fund that would be greater than if leverage had not been used, including loss of the entire investment and also the possibility of loss exceeding the original amount of a particular investment. The leverage provided to a Fund will result in interest expense and other costs incurred in connection with such leverage, which may not be covered by the net interest income, dividends and appreciation of the securities purchased. Although KPS will seek to use financial leverage in a manner that it believes to be appropriate, the leveraged capital structure of such portfolio companies will significantly increase their exposure to adverse economic factors, such as rising interest rates, downturns in the economy or deterioration in the condition of such portfolio companies or their respective industries, each of which may impair such portfolio company's ability to finance its future operations and capital needs and may result in the imposition of restrictive financial and operating covenants. If a portfolio company cannot generate adequate cash flow to meet debt obligations, for example, a Fund has the potential to suffer a partial or total loss of capital invested in the portfolio company. To the extent that a Fund engages in any leveraging, it will be subject to the risks normally associated with debt financing, including those relating to the ability to refinance and the insufficiency of cash flow to meet principal and interest payments, which could significantly reduce or even eliminate the value of the Fund's investment. Leveraging the capital structure will mean that third parties, such as banks, may be entitled to the cash flow generated by such investments prior to the relevant Fund receiving a return. Also, if an asset of a Fund is mortgaged or otherwise used as collateral to secure payment of indebtedness and such payments are not made, the asset could be foreclosed upon by the lender or otherwise transferred to the lender. Furthermore, should the credit markets be limited or costly at the time a Fund determines that it is desirable to sell all or a part of a portfolio company,

a Fund may not achieve an exit multiple or enterprise valuation consistent with its forecasts. Furthermore, the companies in which a Fund invests generally will not be rated by a credit rating agency. Except where otherwise required by the Governing Documents, a Fund will not be obligated to borrow on behalf of a portfolio company, even in circumstances where a Fund's creditworthiness would permit borrowing at a lower rate than is available to the portfolio company.

A Fund is also permitted to borrow money or guaranty indebtedness (such as a guaranty of a portfolio company's debt, a letter of credit or other forms of promise to provide funding) or otherwise be liable therefor, and in such situations, it is not expected that a Fund would be compensated for providing such guarantee or exposure to such liability. While Fund-level borrowings generally will be subject to limitations set forth in the Governing Documents and interim in nature, asset-level leverage generally will not be subject to any limitations, including with respect to the amount of time such leverage may remain outstanding.

There are also financing costs associated with leverage and such costs will be borne by a Fund and therefore may adversely affect the rate of returns obtained by a Fund. Specifically, the use of leverage by a Fund generally will result in fees, interest expense and other costs to such Fund that may not be covered by distributions made to a Fund or appreciation of its investments. In addition, each leveraged investment will involve interest rate risk, including to the extent that financing charges for such leveraged investment are based on a predetermined interest rate. A Fund's assets, including any investment made by a Fund and any capital held by a Fund, are available to satisfy all liabilities and other obligations of such Fund. If a Fund defaults on secured indebtedness, the lender may foreclose and a Fund could lose its entire investment in the collateral for such loan. If a Fund itself becomes subject to a liability, parties seeking to have the liability satisfied may have recourse to a Fund's assets generally and not be limited to any particular asset, such as the investment giving rise to the liability. Furthermore, to the extent that a Fund draws capital from a subscription line to fund investments (rather than drawing down capital from the Investors' commitment), the amount and timing of contributions and distributions to the Investors may be affected in a manner that in some circumstances could be potentially adverse to the Investors.

In addition, uncertainty in the global financial system could lead to an overall weakening of global economies, which could adversely affect the financial resources of a Fund and a Fund's portfolio companies. Favorable borrowing conditions in the debt markets, which historically have been cyclical, may have benefited certain of KPS' previous investments and may have enabled KPS to make substantial distributions from the portfolio companies of prior Funds. However, during the prior economic downturn, there were periods of deterioration of the global credit markets (including U.S. credit markets), the failures of certain financial services companies and a significant rise in market perception of counterparty default risk, which significantly reduced Investor demand and liquidity for investment grade, high yield and senior bank debt and caused some investment banks and other lenders to be unwilling (or significantly less willing) to finance new investments or to offer committed financing for investments on terms less favorable than terms offered in the past, making it significantly more difficult for sponsors to obtain favorable financing. There remain elevated levels of uncertainty in the global financial markets today and there can be no certainty that recurring periods of limited financing availability (or an increase in the interest cost) for leveraged transactions could persist or return, and should such conditions arise, they could impair, potentially materially, the relevant Fund's or a portfolio company's ability to consummate transactions or could cause a Fund or a portfolio company to enter into certain leveraged

transactions on less attractive terms. As such, there can be no guarantee that debt facilities will be available at commercially attractive rates throughout the term of a Fund or when due for refinancing. If a Fund is unable to obtain financing, this may have a material adverse effect on the Fund's ability to achieve its investment objectives and the return of invested capital. In addition, if one or more of a Fund's portfolio companies are unable to obtain favorable financing terms for their investments, refinance their indebtedness or maintain a desired or optimal amount of financial leverage, a Fund may hold a larger than expected equity investment in such portfolio companies and may realize lower than expected returns from such portfolio companies that would adversely affect the Fund's ability to generate attractive investment returns for the Investors. Any failure by lenders to provide previously committed financing could also expose the relevant Fund to potential claims by sellers of businesses which a Fund may have been contracted to purchase.

Additional Capital

A Fund's portfolio companies should be expected to require additional financing to satisfy their working capital requirements, capital expenditure and acquisition strategies. The amount of additional financing needed will depend upon the maturity and objectives of the particular portfolio company. Each round of financing (whether from a Fund or other Investors) is typically intended to provide a portfolio company with enough capital to reach the next major valuation milestone. If the funds provided are not sufficient, such portfolio company may have to raise additional capital at a price unfavorable to existing Investors, including the relevant Fund. In addition, a Fund may make additional debt and equity investments or exercise warrants, options or convert convertible securities that were acquired in the initial investment in such portfolio company in order to preserve the Fund's proportionate ownership when a subsequent financing is planned or to protect the Fund's investment when such portfolio company's performance does not meet expectations. The availability of capital is generally a function of capital market conditions that are beyond the control of a Fund or any portfolio company. There can also be no assurance that the portfolio companies will be able to predict accurately the future capital requirements necessary for success or that additional funds will be available from any source.

Lack of Liquidity of Investments

The investments to be made by a Fund will generally be illiquid. This may have the effect of limiting the availability of investments for purchase by a Fund and may also limit the ability of a Fund to sell such investments at their perceived fair market value prior to termination of a Fund or in response to changes in the economy or the financial markets. Any return of capital or realization of gains will generally require a disposition of some or all of an investment. A Fund's ability to dispose of investments may be limited for several reasons and KPS is unable to predict with confidence what the exit strategy will ultimately be for any given investment, or that one will definitely be available. Illiquidity may result from the absence of an established market for investments, as well as legal, contractual or other restrictions on their resale by a Fund. Dispositions of investments may be subject to contractual and other limitations on transfer or other restrictions that would interfere with subsequent sales of such investments or adversely affect the terms that could be obtained upon any disposition thereof. Investments in publicly traded companies (including portfolio companies that have made initial public offerings) may also be subject to legal or contractual restrictions on resale, including the possibility that KPS will be in possession of material non-public information about the company. Due to securities regulations governing certain publicly traded equity securities, a Fund's ability to sell investments in publicly traded companies could also be diminished with respect to investments that represent a significant portion of the

issuer's securities (particularly if a Fund has appointed one or more directors of the issuer). In addition, the ability to exit an investment through the public markets will depend upon favorable market conditions, including receptiveness to initial or secondary public offerings for the portfolio companies in which a Fund invests and an active mergers and acquisitions (or recapitalizations and reorganizations) market. Public offering, merger and acquisition and recapitalization and reorganization opportunities may be limited or non-existent for extended periods of time, whether due to economic, regulatory or other factors. In view of these limitations on liquidity, which are illustrative only and not exhaustive, a Fund will generally not be able to realize on an investment in a privately-held entity until the sale of such entity. In some instances, the sale of investments held by a Fund may require lengthy negotiations. There can be no assurance that a Fund will be able to dispose of its investments at the price and at the time it wishes to do so. Furthermore, such illiquidity may continue even if the underlying entities obtain listings on securities exchanges. There can be no assurance as to the timing and amount of distributions from a Fund during the Fund's liquidation period and any distribution that would require either an in-kind distribution or a forced sale of illiquid assets at a price deemed unattractive by the relevant general partner may occur after the expiration of the Fund's liquidation period. The potential exists for investments that cannot be liquidated within the term of a Fund will be distributed in kind to the Investors. The securities so distributed may not be readily marketable. The possibility of partial or total loss of capital will exist, and prospective Investors should not invest unless they can readily bear the consequences of such loss.

Over-Commitment

In order to facilitate the acquisition of a portfolio company, a Fund may make (or commit to make) an investment in such company with a view to selling a portion of such investment to co-investors or other persons. In such event, a Fund will bear the risk that any or all of the excess portion of such investment may not be sold or may only be sold on unattractive terms and that, as a consequence, a Fund may bear the entire portion of any broken deal expenses related to such investment, hold a larger than expected investment in such portfolio company or may realize lower than expected returns from such investment. In addition, in the event of any such sell down, the interest borne by co-investors or such other persons (if any) may not be adequate to compensate a Fund for a potential increase in the value of the investment sold. Neither the relevant general partner, KPS nor any of their respective affiliates will be deemed to have violated any duty or other obligation to a Fund or any Investor by engaging in such investment and sell-down activities.

Expedited Transactions

Investment analyses and decisions by KPS may be undertaken on an expedited basis in order for a Fund to take advantage of available investment opportunities. In such cases, the information available to KPS at the time of an investment decision may be limited and KPS may not have access to the detailed information necessary for a full evaluation of the investment opportunity. The financial information available to KPS may not be accurate or provided based upon accepted accounting standards, or may be pro forma to reflect certain other events. In addition, KPS may rely upon independent consultants or advisors in connection with the evaluation of proposed investments. There can be no assurance that these consultants or advisors will accurately evaluate such investments. Further, a Fund may conduct its due diligence activities in a very brief period and may assume the risks of obtaining certain consents or waivers under contractual obligations. While KPS expects to negotiate purchase price adjustments, termination rights and other protections, such rights may not be available or, if available, KPS may elect not to exercise them.

Financial Fraud

Instances of fraud and other deceptive practices committed by senior management team members or owners of portfolio companies in which a Fund invests may undermine KPS' due diligence efforts with respect to such companies and, if such fraud is discovered, materially and negatively affect the valuation of the Fund's investments. In addition, when discovered, financial fraud may contribute to overall market volatility that can negatively impact a Fund's investment program. In the event of fraud by any portfolio company in which a Fund invests, a Fund may suffer a partial or total loss of its capital investment in that company.

Currency and Market Risks

Investors' respective capital accounts will be denominated in U.S. dollars and distributions generally will be made in U.S. dollars. However, KPS anticipates that some of a Fund's investments could be made in countries other than the United States, and consequently a Fund is expected to make certain investments denominated in currencies other than the U.S. dollar. Changes in the rates of exchange between the U.S. dollar and other currencies will have an effect, which could be adverse, on the performance of a Fund, amounts available for distribution by a Fund and the value of investments distributed by a Fund. Additionally, a particular non-U.S. country may impose exchange controls, devalue its currency or take other measures relating to its currency which could adversely affect a Fund. Finally, a Fund will incur costs in connection with conversions between various currencies. Although the relevant general partner has the ability to cause a Fund to hedge currency risk associated with a portion of the investments in the portfolio denominated in currencies other than the U.S. dollar, it does not expect to do so on a regular basis, and if it chooses to do so (for example, if a Fund develops an undesirable concentration in an individual currency), it may not be able to put a hedge in place on commercially reasonable terms given the credit terms offered by the Fund's counterparties or the volatility of the currency. There can be no guarantee that instruments suitable for hedging market shifts will be available at the time when a Fund wishes to use them or that any hedge would reduce applicable risks. More specifically, if a Fund hedges currency risk, it does not expect that the full risk of currency fluctuations can be eliminated due to the complexity of the investment characteristics of the portfolio and limitations in the non-U.S. currency market. A Fund will conduct its non-U.S. currency exchange transactions in anticipation of funding investment commitments or receiving proceeds upon dispositions. In addition, to hedge against adverse stock market shifts, a Fund may purchase put and call options on stocks and write covered call options on stocks.

Foreign Exchange Transactions

A Fund may engage in off-exchange foreign currency trading. Such trading is not conducted in the interbank market. If a Fund deposits such funds with a counterparty and that counterparty becomes insolvent, the Fund's claim for amounts deposited or profits earned on transactions with the counterparty may not be treated as a commodity customer claim for purposes of Subchapter IV of Chapter 7 of the Bankruptcy Code and the regulations thereunder. A Fund may be a general creditor and its claim may be paid, along with the claims of other general creditors, from any funds still available after priority claims are paid. Even funds that the counterparty keeps separate from its own funds may not be safe from the claims of priority and other general creditors.

Hedging Policies / Risks

A Fund is authorized to, but is not required to, hedge some or all of its portfolio exposure to currency exchange rate, interest rate or commodity price fluctuations. While these transactions may reduce

certain risks, the transactions themselves entail certain other risks, including counterparty credit risk. Hedging against a decline in currency exchange rate, interest rate or commodity price fluctuations does not eliminate fluctuations in the values of related portfolio positions or prevent losses if the values of such positions decline, but establishes other positions designed to gain from those same developments, thus seeking to moderate the decline in the portfolio position's value. Such hedging transactions also limit the opportunity for gain if relevant currency exchange rates, interest rates or commodity prices should increase. In the event of an imperfect correlation between hedging transactions and related portfolio positions, the desired protection may not be obtained, and a Fund may be exposed to risk of loss. There can be no assurance that adequate hedging arrangements will be available on an economically viable basis or that such hedging arrangements will achieve the desired effect. In addition, it is not possible to hedge fully or perfectly against all foreign exchange, interest rate or commodity price risk, and hedging entails its own costs. The relevant general partner may determine in its sole discretion not to hedge against certain foreign exchange risk, interest rate or commodity price risks.

Certain hedging arrangements may create for the relevant general partner and/or one of its affiliates an obligation to register with the CFTC or other regulator or comply with an applicable exemption. Losses may result to the extent that the CFTC or other regulator imposes position limits or other regulatory requirements on such hedging arrangements, including under circumstances where the ability of a Fund or a portfolio company to hedge its exposures becomes limited by such requirements.

Counterparty Risk

KPS has established relationships and may establish additional relationships in the future to obtain financing, derivative intermediation and prime brokerage services that permit a Fund to transact in any variety of markets or asset classes over time, including for hedging purposes; however, there can be no assurance that KPS will be able to maintain such relationships. An inability to maintain or establish such relationships would limit a Fund's activities and could create losses. However, the existence of such relationships, particularly in respect of derivative transactions for hedging purposes, give rise to additional risks for a Fund.

Where a Fund enters into derivatives contracts, a Fund is subject to the risk that a counterparty will not perform its obligations under such contracts, either because of a dispute over the terms of the contract (whether or not bona fide) or because of a credit or liquidity problem, thus causing a Fund to suffer a loss. Such "counterparty risk" may be accentuated by the fact that a Fund may concentrate its transactions with a single or small group of counterparties. In addition, in the case of a default, a Fund could become subject to adverse market movements while replacement transactions are executed. A Fund is not restricted from dealing with any particular counterparty or from concentrating any or all of its transactions with one counterparty. The ability of a Fund to transact business with any one or number of counterparties, the possible lack of a meaningful and independent evaluation of such counterparties' financial capabilities, and the absence of a regulated market to facilitate settlement may increase the potential for losses by the Fund.

Investments Longer than Term

A Fund may hold investments which may not be advantageously disposed of prior to the expiration of the Fund's term. Although KPS expects that investments will be either disposed of (potentially including through a sale to a continuation fund) prior to dissolution or suitable for in-kind

distribution at dissolution, a Fund may have to sell, distribute or otherwise dispose of investments at a disadvantageous time as a result of dissolution. In addition, although upon the dissolution of a Fund, KPS (or the relevant liquidator) will be required to reduce to cash, cash equivalents and such assets of a Fund as KPS or such liquidator shall deem advisable to sell, subject to obtaining fair value for such assets and any tax, legal, contractual, market or other considerations (including legal restrictions on the ability of an Investor to hold any assets to be distributed in kind), there can be no assurances with respect to the time frame in which the winding up and the final distribution of proceeds to the Investors will occur.

Investments Subject to Bankruptcy Laws

Private distressed investment opportunities can occur in companies that have filed for, or plan to file for, reorganization under the Bankruptcy Code. Sourcing, diligence, structuring and governance of private distressed investments require consideration of factors that are often not present in standard private equity investing. If KPS' evaluation of the anticipated outcome of an investment situation should prove incorrect, the relevant Fund could experience losses. Successful distressed investing requires a specialized skill set that includes: (i) the capacity to accurately value a company's assets and analyze its capital structure; (ii) a sophisticated knowledge of the complex legal environment in which such investing occurs, particularly bankruptcy, securities, corporate and indenture law; (iii) the experience necessary to determine accurately the financial interests and legal rights of the debtor and each of its creditor constituencies; and (iv) refined negotiating skills. A wide variety of considerations makes any evaluation of the outcome of an investment in a financially distressed company uncertain. These considerations include the possibility of litigation between the participants in a reorganization or liquidation proceeding or a requirement to obtain consents from governmental authorities or others, as well as numerous other factors. In addition, KPS may not have access to reliable and timely information concerning material developments affecting a company. The uncertainties inherent in evaluating such investments may be increased by legal and practical considerations that limit the access of KPS to reliable and timely information concerning material developments affecting an investment, or which cause lengthy delays in the completion of a reorganization or liquidation proceeding. Competition from other Investors may also render it unadvisable for KPS to pursue intended results or promptly effect transactions.

Troubled company and other asset-based investments require active monitoring and will, at times, require participation in business strategy or reorganization proceedings by KPS. To the extent that KPS becomes involved in such proceedings, the relevant Fund may have a more active participation in the affairs of the issuer. Involvement by KPS in a company's reorganization proceedings could also result in the imposition of restrictions limiting the relevant Fund's ability to liquidate its position in the securities of the company.

In addition, investments subject to Chapter 11 proceedings could, in certain circumstances, subject the relevant Fund to certain additional potential liabilities that may exceed the value of the Fund's original investment therein. For example, under certain circumstances, a lender who has inappropriately exercised control of the management and policies of a debtor may have their claims subordinated or disallowed or may be found liable for damages suffered by parties as a result of such actions. Furthermore, investments in restructurings may be adversely affected by statutes related to, among other things, voidable preferences, lender liability and the bankruptcy court's discretionary power to disallow, subordinate or disenfranchise particular claims or re-characterize investments made in the form of debt as equity contributions. Such investments could also be

subject to federal bankruptcy law and state fraudulent conveyance laws, which may vary from state to state, if the securities relating to such investments were issued with the intent of hindering, delaying or defrauding creditors or, in certain circumstances, if the issuer receives less than reasonably equivalent value or fair consideration in return for issuing such securities. If such investments constitute debt and such debt is used for a buyout of shareholders, this risk is greater than if the debt proceeds are used for day-to-day operations or organic growth. Under certain circumstances, payments to the relevant Fund and distributions by such Fund to the Investors may be reclaimed if any such payment or distribution is later determined to have been a fraudulent conveyance, a preferential payment or similar transaction under applicable bankruptcy and insolvency laws. Such debt may also be disallowed or subordinated to the claims of other creditors if a Fund is found to have engaged in other inequitable conduct resulting in harm to other parties. A Fund's investment may be treated as equity if it is deemed to be a contribution to capital or if a Fund attempts to control the outcome of the business affairs of a company prior to its filing under the applicable bankruptcy laws. While a Fund will attempt to avoid taking the types of action that would lead to such liability, there can be no assurance that such claims will not be asserted or that a Fund will be able to defend against them successfully.

Nature of Bankruptcy Proceedings

There are a number of significant risks when investing in companies involved in Chapter 11 bankruptcy proceedings, including the following: First, many events in a Chapter 11 proceeding are the product of contested matters and adversarial proceedings that are beyond the control of the equity holders. Second, a Chapter 11 filing may have adverse and permanent effects on a company. For instance, the company may lose its market position and key employees and otherwise become incapable of restoring itself as a viable entity. Further, if the proceeding is converted to a liquidation, the liquidation value of the company may not equal the liquidation value that was believed to exist at the time of the investment. Third, the duration of a Chapter 11 proceeding is difficult to predict. Both an equity holder's and a creditor's return on investment can be adversely impacted by delays while the plan of reorganization is being negotiated, voted on by the creditors and confirmed by the bankruptcy court, until it ultimately becomes effective. Fourth, the administrative costs in connection with a Chapter 11 proceeding are frequently high and may be paid out of the debtor's estate prior to any return to creditors. For example, if a proceeding involves protracted or difficult litigation, or turns into a liquidation, substantial assets may be devoted to administrative costs. Fifth, bankruptcy law permits the classification of "substantially similar" claims in determining the classification of claims in a reorganization. Because the standard for classification is vague, there exists the risk that a Fund's influence with respect to the class of securities or other obligations it owns can be lost by increases in the number and amount of claims in that class or by different classification and treatment. Sixth, in the early stages of the Chapter 11 proceeding, it is often difficult to estimate the extent of, or even to identify, any contingent claims that may be made. Seventh, certain claims, such as claims for taxes, wages, employee, and worker pensions and certain trade claims, may have priority by law over the claims of certain creditors and all creditors have priority over the claims of equity holders.

There is a possibility that a Fund may incur substantial or total losses on its investments and, in certain circumstances, subject a Fund to certain additional potential liabilities that may exceed the value of the Fund's original investment. For example, under certain circumstances, payments to a Fund and distributions to the Investors may be reclaimed if any such payment or distribution is later determined to have been a fraudulent conveyance, preferential payment or similar transaction under

applicable bankruptcy and insolvency laws. In addition, the bankruptcy laws and regimes of certain jurisdictions outside the United States may be untested, subject to manipulation or change and not provide a proven venue to resolve a company's bankruptcy estate.

Litigation

A Fund's investment activities may include activities that will subject it to the risks of becoming involved in litigation by third parties, a risk that is exacerbated by the fact that a Fund is expected to exercise control over portfolio companies (including as a result of governance rights). In addition, reorganizations can be contentious and adversarial. It is by no means unusual for participants in a reorganization to use the threat of, as well as actual, litigation as a negotiating technique. KPS anticipates that during the term of a Fund, the general partner, KPS and one or more of their respective affiliates may be named as defendants in civil proceedings. Furthermore, the adoption of new or the enhancement of existing laws and regulations may further increase the risk of litigation still. Any such litigation would likely have a negative financial impact on the relevant Fund. For instance, the expense of defending against claims by third parties and paying any amounts pursuant to settlements or judgments would generally be borne by the relevant Fund and would reduce the Fund's net assets and could require the Investors to return distributed capital and earnings to the Fund. The protected persons will be indemnified by the relevant Fund in connection with such litigation, subject to certain conditions set forth in the Governing Documents.

Investments Outside the United States, Canada and Europe

Although, generally, a Fund intend to invest primarily in companies domiciled or headquartered in the United States, Canada and Europe, a Fund may invest in securities of companies domiciled, headquartered or with significant operations elsewhere. Investing outside the United States, Canada and Europe may involve greater risks than investing within some jurisdictions. In particular, the value of a Fund's investments in foreign securities may be significantly affected by changes in currency exchange rates, which may be volatile. Although the relevant general partner may attempt to hedge against foreign currency exchange rate risks, there can be no assurance that the general partner will be able to do so successfully or cost effectively and the general partner may decide not to hedge against such risks or to do so only incompletely.

Difficulty of Bringing Suit or Foreclosure in Non-U.S. Countries

Because the effectiveness of the judicial systems in the countries in which a Fund may invest varies, a Fund (or any portfolio company) may have difficulty in foreclosing or successfully pursuing claims in the courts of such countries, as compared to the United States or other countries. Further, to the extent a Fund or a portfolio company may obtain a judgment but is required to seek its enforcement in the courts of one of the countries in which a Fund invests, there can be no assurance that such courts will enforce such judgment. The laws of many nations often lack the sophistication and consistency found in the United States with respect to foreclosure, bankruptcy, corporate reorganization and creditors' rights.

Investments in Emerging Markets

A Fund will be permitted to make investments in portfolio companies that may have factories or facilities in emerging markets such as China, India, Brazil and countries located in emerging Europe. Investing in emerging markets involves risks and special considerations not typically associated with investing in more established economies or markets including, among other things: (i) higher dependence on exports and the corresponding importance of international trade;

(ii) greater risk of inflation; (iii) inability to exchange local currencies for United States dollars; (iv) increased likelihood of governmental involvement in and control over the economy; (v) governmental decisions to cease support of economic reform programs or to impose centrally planned economies; (vi) less developed compliance culture; (vii) risks associated with differing cultural expectations and norms regarding business practices; (viii) longer settlement periods for transactions and less reliable clearance and custody arrangements; (ix) less developed, reliable or independent judiciary systems for the enforcement of contracts or claims; (x) greater regulatory uncertainty; (xi) maintenance of a Fund's investments with non-U.S. brokers and securities depositories; and (xii) threats or incidents of corruption or fraud, all of which may adversely affect the return on a Fund's investments.

Repatriation of investment income, assets and the proceeds of sales by Investors foreign to such markets, such as a Fund, may require governmental registration and/or approval in some emerging markets. A Fund could be adversely affected by delays in or a refusal to grant any required governmental registration or approval for such repatriation or by withholding taxes imposed by emerging market countries on interest or dividends paid on financial instruments held by a Fund or gains from the disposition of such financial instruments.

In emerging markets, there is often less government supervision and regulation of business and industry practices, stock exchanges, over-the-counter markets, brokers, dealers, counterparties and issuers than in other more established markets. Any regulatory supervision that is in place may be subject to manipulation or control. Some emerging market countries do not have mature legal systems comparable to those of more developed countries. Moreover, the process of legal and regulatory reform may not be proceeding at the same pace as market developments, which could result in investment risk. Legislation to safeguard the rights of private ownership may not yet be in place in certain areas, and there may be the risk of conflict among local, regional and national requirements or authorities. In certain cases, the laws and regulations governing investments in securities may not exist or may be subject to inconsistent or arbitrary application or interpretation. Both the independence of judicial systems and their immunity from economic, political or nationalistic influences remain largely untested in many countries. A Fund may also encounter difficulties in pursuing legal remedies or in obtaining and enforcing judgments in non-U.S. courts.

Risks Associated with Chinese Economy

China is the world's largest economy (measured based on purchasing power parity) and the largest trading partner for many countries in the Asia Pacific region, including Australia and South Korea. The Chinese government has in recent years implemented a number of measures to control the rate of economic growth, including raising interest rates and adjusting deposit reserve ratios for commercial banks, and through other measures designed to tighten credit and liquidity. While the Chinese economy has shown signs of improvement, a slowing of China's gross domestic product growth rate could have a systemic impact on the global economy. The Chinese economy differs from the economies of other countries in many respects, including the extent of government involvement, level of development, growth rate, control of foreign exchange and allocation of resources. Although the Chinese government has implemented measures since the late 1970s emphasizing the utilization of market forces for economic reform, the reduction of state ownership of productive assets and the establishment of improved corporate governance in business enterprises, a substantial portion of the productive assets in China is still owned by the Chinese government. In addition, the Chinese government continues to play a significant role in regulating

industry development by imposing industrial policies. The Chinese government also exercises significant control over China's economic growth by allocating resources, controlling payment of foreign currency-denominated obligations, setting monetary policy and providing preferential treatment to particular industries or companies. In the past, certain measures, including interest rate increases and certain economic reform, had the effect of slowing down economic growth in China. Because China has the world's largest economy, positive or negative changes to the same are likely to have ramifications on manufacturing companies such as those the Fund intends to invest in across the globe (whether or not such companies have operations in China) that may not be predictable.

Risks Associated with ESG Matters

KPS maintains an ESG policy ("ESG Policy") and seeks to integrate certain ESG factors into its investment process in accordance with its policy and subject to its fiduciary duties and applicable legal, regulatory or contractual requirements. Depending on the investment, the impact of developments connected with ESG factors, including greenhouse gas ("GHG"), energy management, community relations, worker health and safety, environmental compliance and business ethics and transparency, could have a material effect on the return and risk profile of the investment. However, ESG integration and responsible investing practices as a whole are evolving rapidly and there are different principles, frameworks, methodologies and tracking tools being implemented by other asset managers and KPS' adoption of and adherence to such principles, frameworks, methodologies and tools may vary over time. In addition, the act of selecting and evaluating material ESG factors is subjective by nature. Therefore, there is no guarantee that the criteria utilized or judgment exercised by KPS will align with the approach used by other asset managers or reflect the beliefs or values, internal policies or preferred practices of any Investors, prospective Investor or reflect future market trends. Additionally, ESG factors are only some of the many factors KPS expects to consider in making an investment, and there is no guarantee that KPS will make investments in companies that create a positive ESG impact or that the consideration of ESG factors will enhance long-term Investor value and financial returns.

The materiality of ESG risks and impacts on an individual asset and on a portfolio as a whole depends on many factors, including the relevant industry, location, asset class and investment style. ESG factors, issues, objectives, goals and considerations do not apply in every instance or with respect to each investment held, or proposed to be made, by a Fund, and will vary greatly based on numerous criteria, including, but not limited to, location, industry, investment strategy, and issuer-specific and investment-specific characteristics.

Further, considering ESG factors when evaluating an investment could result in the selection or exclusion of certain investments based on KPS' view of certain ESG-related and other factors and could cause a Fund not to make an investment that it would have otherwise made or make a management decision with respect to an investment differently than they would have otherwise made in the absence of such consideration, which carries a risk that a Fund may perform differently than investment funds that do not take ESG factors into account. Additionally, ESG factors are only some of the many factors that the general partners expect to consider in making an investment. To the extent that the general partners or KPS provides reports of material ESG factors to Investors, such reports will be based on the general partners' or applicable investment manager's team's sole and subjective determination of whether a material ESG factor has occurred in respect of an investment.

Although KPS believes the ESG Policy will enhance the performance of the portfolio companies in which a Fund invests over the long-term, KPS cannot guarantee that its ESG program will positively impact the financial or ESG performance of any individual investment or a Fund as a whole. Similarly, to the extent the general partners or KPS engages with portfolio companies on ESG-related practices and potential enhancements thereto, there is no guarantee that such engagements will improve the financial or ESG-related performance of a Fund's investments. Successful engagement efforts on the part of the general partners and KPS will depend on their respective skills in properly identifying and analyzing material ESG and other factors and their value, and there can be no assurance that the strategy or techniques employed will be successful.

In addition, KPS' ESG Policy and its ESG programs is expected to change over time. It is possible that market dynamics or other factors will make it impractical, inadvisable or impossible for the general partners and KPS to adhere to all elements of KPS' typical investment practices, including with respect to the evaluation and monitoring of ESG considerations, whether with respect to one or more individual investments or to a Fund's portfolio generally. KPS in certain circumstances may determine in its discretion that it is not feasible or practical to implement or complete certain of its ESG initiatives based on cost, timing or other considerations. In evaluating a company, KPS often depends upon information and data provided by the company or obtained via third-party reporting or advisors, which may be incomplete or inaccurate and could cause KPS to incorrectly identify, prioritize, assess or analyze the company's ESG practices and/or related risks and opportunities. KPS does not intend to independently verify certain of the ESG information reported by the portfolio companies and may decide in its discretion not to utilize, report on, or consider certain information provided by such investments. For the avoidance of doubt, however, KPS does not expect to subordinate a Fund's investment returns or increase a Fund's investment risks as a result of (or in connection with) the consideration of any ESG factors.

Further, ESG practices are evolving rapidly and there are different principles, frameworks, methodologies, and tracking tools being implemented by other asset managers, and KPS or the general partners' adoption and adherence to various such principles, frameworks, methodologies and tools is expected to vary over time. There is also growing regulatory interest, particularly in the United States, the United Kingdom (the "UK") and the European Economic Area ("EEA") (which may be looked to as models in growth markets), in improving transparency around how asset managers, amongst others, define, measure and disclose the impact of ESG factors on the performance of a Fund, in order to allow Investors to validate and better understand sustainability claims. On March 6, 2024, the SEC adopted final rules to require public companies to disclose certain climate-related information in registration statements and annual reports. There may be an increase in related enforcement through efforts such as those of the SEC's Climate and ESG Enforcement Task Force, established in March 2021. The European Securities and Markets Authority also published its Sustainable Finance Roadmap for 2022 to 2024 in February 2022, which sets the priority areas for enforcement and specifies that tackling greenwashing and promoting transparency together constitute one of ESMA's three priorities for its sustainable finance work over that period.

The ESG Policy, KPS and the general partners could become subject to additional regulation and/or risk of regulatory scrutiny in the future. KPS cannot guarantee that its current approach (including the ESG Policy) will meet future regulatory requirements, reporting frameworks or best practices,

increasing the risk of related enforcement. Compliance with new requirements may lead to increased management burdens and costs.

European ESG Legislative and Policy Reforms Relating to the Manufacturing Sector

A number of sustainability-related regulatory initiatives have recently been proposed and/or introduced in the EU which may affect the manufacturing sector, particularly those addressing waste and the circular economy, plastics and packaging and the pricing of raw materials. In December 2019, the European Commission announced the European Green Deal which, among other items, mandated the introduction of initiatives relating to waste and the circular economy, including the adoption of the EU's second New Circular Economy Action Plan ("NEAP"). Since 2020, NEAP has prompted several legislative proposals aimed at accelerating the transformational change required by the European Green Deal, including the proposal for a regulation on ecodesign for sustainable products. The regulation's proposed requirements cover: (i) the durability and reliability of products; (ii) their reusability, upgradability, reparability and ability to be maintained and refurbished; (iii) the presence of substances of concern in the products; (iv) energy and resource efficiency; and (v) recycled content. Certain product groups have already been identified as targets for the new measures, namely those with a high environmental impact and the potential for improved sustainability performance, such as textiles, and intermediate products, including iron, steel and aluminum. Similarly, the proposed revision of the EU legislation on Packaging and Packaging Waste will seek to prevent the generation of packaging waste by (a) placing restrictions on unnecessary packaging and promoting reusable and refillable packaging solutions, (b) requiring all packaging on the EU market recyclable by 2030 and (c) increasing the use of recycled plastics in packaging through mandatory targets. Portfolio companies in which a Fund is invested could therefore be subject to high costs due to stringent regulatory product development, due diligence and disclosure requirements. The European Green Deal also extended the scope of the EU's Emissions Trading System ("ETS") and proposed the introduction of the Carbon Border Adjustment Mechanism ("CBAM"), two initiatives which price greenhouse gas emissions and therefore aim to reduce the output of emissions throughout the bloc, including through import levies. ETS was set up in 2005 and prices emissions for a number of sectors trading within the EU, while CBAM will come into effect in 2023 to apply to a more limited number of sectors producing goods (such as aluminum and steel) outside of the EU and importing them within the bloc. Portfolio companies in which a Fund is invested may therefore be subject to high trading expenses if they operate in sectors exposed to ETS and/or CBAM.

Weather and Climate Risk

Global climate change is widely considered to be a significant threat to the global economy. Manufacturing companies or assets in particular may face risks associated with climate change, including risks related to the impact of climate-related legislation and regulation (both domestically and internationally), risks related to climate-related business trends and risks stemming from the physical impacts of climate change, such as the increasing frequency or severity of extreme weather events and rising sea levels and temperatures. Additionally, the Paris Agreement and other regulatory and voluntary initiatives launched by international, federal, state and regional policymakers and regulatory authorities, as well as private actors seeking to reduce GHG emissions, may expose manufacturing assets to so-called "transition risks" in addition to physical risks, such as: (i) political and policy risks (e.g., changing regulatory incentives and legal requirements, including with respect to GHG emissions, that could result in increased costs or changes in business operations), (ii) regulatory and litigation risks (e.g., changing legal requirements that could result

in increased permitting, tax and compliance costs, changes in business operations, or the discontinuance of certain operations, and litigation seeking monetary or injunctive relief related to impacts related to climate change), (iii) technology and market risks (e.g., declining market for assets, products and services seen as GHG intensive or less effective than alternatives in reducing GHG emissions) and (iv) reputational risks (e.g., risks tied to changing Investor, customer or community perceptions of an asset's relative contribution to GHG emissions). KPS cannot rule out the possibility that climate risks, including changes in weather and climate patterns, could result in unanticipated delays or expenses and, under certain circumstances, could prevent completion of investment activities once undertaken, any of which could have a material adverse effect on an investment or a Fund.

Natural Disasters and Catastrophic Losses

Certain regions in which a Fund invests are susceptible to natural disasters and disease outbreaks that could have a severe impact on the value of, and even destroy, assets in those regions. Health or other government regulations adopted in response to natural calamities may require temporary closure of corporate and governmental offices upon a disaster, which would severely disrupt the relevant Fund's operations in the affected areas.

Certain losses of a catastrophic nature, such as wars, earthquakes, typhoons, terrorist attacks, epidemics or other similar events, may be either uninsurable or insurable at such high rates that to maintain such coverage would cause an adverse impact on the related investments. An unstable geopolitical climate and continued threats of terrorism could have a material adverse effect on general economic conditions, market conditions and market liquidity. In general, losses related to terrorism are becoming harder and more expensive to insure against, with some insurers excluding terrorism coverage from their all-risk policies. In some cases, the insurers are offering significantly limited coverage against terrorist acts for additional premiums, which can greatly increase the total cost of casualty insurance for a property. As a result, all investments may not be insured against terrorism. If a major uninsured loss occurs, the relevant Fund could lose both invested capital in and anticipated profits from the affected investments.

Outbreaks of Infectious or Contagious Diseases

Pandemics and other widespread public health emergencies, including outbreaks of infectious diseases such as SARS, H1N1/09 flu, avian flu, Ebola and COVID-19, have resulted in historic market disruptions, and future such emergencies have the potential to materially and adversely impact economic production and activity in ways that are impossible to predict, all of which may result in significant losses to the Funds.

The ultimate impact of any such health emergency — and any resulting decline in economic and commercial activity — on global economic conditions, and on the operations, financial condition and performance of any particular industry or business, is impossible to predict, but could have a significant adverse impact and result in significant losses to the Funds. The extent of the impact on the Funds' and their portfolio companies' operational and financial performance will depend on many factors, all of which are highly uncertain and cannot be predicted, and this impact may include significant reductions in revenue and growth, unexpected operational losses and liabilities, impairments to credit quality and reductions in the availability of capital. These same factors may limit the ability of the Funds to source, diligence and execute new investments and to manage, finance and exit investments in the future, and governmental mitigation actions may constrain or

alter existing financial, legal and regulatory frameworks in ways that are adverse to the investment strategy the Funds intend to pursue, all of which could adversely affect the Funds' ability to fulfill their investment objectives. They may also impair the ability of portfolio companies or their counterparties to perform their respective obligations under debt instruments and other commercial agreements (including their ability to pay obligations as they become due), potentially leading to defaults with uncertain consequences. In addition, the operations of the Funds, their portfolio companies, the general partners and KPS may be significantly impacted, or even temporarily or permanently halted, as a result of any such health emergencies, or any measures, restrictions, remote-working requirements and other factors related thereto, including its potential adverse impact on the health of any such entity's personnel. These measures may also hinder such entities' ability to conduct their affairs and activities as they normally would, including by impairing usual communication channels and methods, hampering the performance of administrative functions such as processing payments and invoices, and diminishing their ability to make accurate and timely projections of financial performance.

"Widening" Risk

For reasons not necessarily attributable to any of the risks enumerated herein (e.g., supply/demand imbalances or other market forces), the prices of the assets in which a Fund invests may decline substantially. In particular, purchasing assets at what may appear to be "undervalued" levels is no guarantee that these assets will not be at even more "undervalued" levels at a time of valuation or at the time of sale. It may not be possible to predict, or to hedge against, such "spread widening" risk.

General Economic Conditions and Recent Events

Many factors affect the appeal and availability of investments in the companies that are the focus of a Fund. While KPS expects that the current environment will yield attractive investment opportunities for a Fund, the investments made by a Fund is expected to be sensitive to the performance of the overall economy. For example, the success of a Fund's activities could be materially adversely affected by market conditions such as interest rates, availability of credit, credit defaults, inflation rates, economic uncertainty, changes in laws (including laws relating to taxation of such Fund's investments), trade barriers and currency exchange controls, and national and international political, environmental and socioeconomic circumstances (including wars, terrorist acts or security operations) in respect of the countries in which such Fund may invest, as well as by numerous other factors outside the control of KPS and the relevant general partner. These factors may affect the level and volatility of securities prices and the liquidity of a Fund's investments, which could impair such Fund's profitability or result in losses. In addition, general fluctuations in the market prices of securities and interest rates may affect a Fund's investment opportunities and the value of the Fund's investments. Moreover, a negative impact on economic fundamentals and consumer and business confidence would likely increase market volatility and reduce liquidity, both of which would adversely affect the access to capital, ability to utilize leverage or overall performance of a Fund or one or more of its portfolio companies.

KPS' financial condition may be adversely affected by a significant general economic downturn and it may be subject to legal, regulatory, reputational and other unforeseen risks that could have a material adverse effect on KPS' business and operations and thereby could impact a Fund. Moreover, a recession, slowdown and/or sustained downturn in the U.S. or global economy (or any particular segment thereof) or weakening of credit markets may adversely affect a Fund's

profitability, impede the ability of a Fund's portfolio companies to perform under or refinance their existing obligations, and impair a Fund's ability to effectively exit investments on favorable terms.

Even before COVID-19, world financial markets were continuing to experience extraordinary market conditions, including, among other things, bank failures, extreme losses and volatility in securities markets and the failure of credit markets to function. In reaction to these events, regulators and monetary authorities in the United States and several other countries undertook unprecedented regulatory and monetary actions, and regulators in the United States and many other jurisdictions continue to consider and implement measures to stabilize U.S. and global financial markets. However, despite these efforts, U.S. and global financial markets remain volatile.

A Fund may be adversely affected by the foregoing events, or by similar or other events in the future. In the longer term, there may be significant new regulations and other governmental intervention that could limit a Fund's activities, investment opportunities and impede a Fund's ability to achieve its investment objective or change the functioning of the capital markets, and there is the possibility of continued severe worldwide economic downturn. Consequently, a Fund may not be capable of, or successful at, preserving the value of its assets, generating positive investment returns or effectively managing risks.

In addition, economic problems in a single country are increasingly affecting other markets and economies. A continuation of this trend could adversely affect global economic conditions and world markets and, in turn, could adversely affect a Fund's performance. Any of the foregoing events could result in substantial or total losses to a Fund in respect of certain or all of its investments, which losses would likely be exacerbated by the presence of leverage in a portfolio company's capital structure.

Business and Market Risks

The investments made by a Fund may involve a high degree of business and financial risk that can result in substantial losses. In particular, these risks could arise from changes in the financial condition or prospects of the entity in which the investment is made, changes in competitive environment, changes in national or international economic and market conditions, and changes in laws, regulations, trade barriers, commodity prices and controls, fiscal policies or political conditions of countries in which investments are made, including the risks of war and the effects of actual or threatened terrorist attacks and security operations. Difficult market conditions may adversely affect a Fund by reducing the value or performance of its investments or by reducing its ability to raise or deploy capital, each of which could negatively impact the returns to the Investors. Moreover, an important component of a Fund's investment strategy is to invest in automotive, manufacturing and industrial companies, which could be more susceptible to effects of "Act of God" events, including earthquakes, floods, hurricanes, tropical storms, fires or other natural disasters, epidemics or shortage of electricity or other similar national or local emergency, that are beyond the control of, and may not be easily foreseeable by, the Fund, the relevant general partner or KPS. A Fund may invest in automotive and/or manufacturing companies, as applicable, that may be dependent on a small number of industrial facilities, or even a single industrial facility, in which case any adverse change in one facility could have a material adverse effect on the Fund's investment in such portfolio company. In addition, KPS' strategy for a portfolio company may involve an acquisition program, restructuring and/or operational improvements, all of which entail a high degree of uncertainty. Portfolio companies that KPS expected to be stable may operate at a

loss or have significant variations in operating results, may require substantial additional capital to support their operations or to maintain their competitive positions, or may otherwise have a weak financial condition or experience financial distress. The possibility of partial or total loss of capital will exist, and prospective Investors should not invest unless they can readily bear the consequences of such loss.

Fund, General Partner and Manager Registration

Generally, the Funds are not registered under the 1940 Act. The 1940 Act provides certain protection to investors and imposes certain restrictions on registered investment companies (including, for example, limitations on the ability of registered investment companies to incur leverage), none of which will be applicable to the Funds. Neither KPS nor any general partner is registered as a broker-dealer under the U.S. Securities Exchange Act of 1934 (together with any rules promulgated thereunder, the “Exchange Act”) or with the Financial Industry Regulatory Authority, Inc. (“FINRA”), and, consequently, are not subject to the recordkeeping and specific business practice provisions of the Exchange Act or the rules of FINRA.

The U.S. Commodity Exchange Act of 1936 (together with any rules promulgated thereunder, the “Commodity Exchange Act”) also provides certain protection to investors by imposing certain disclosure, reporting and recordkeeping obligations on CPOs and commodity trading advisors (“CTAs”). However, pursuant to an exemption granted to certain pools under Rule 4.13(a)(3) of the Commodity Exchange Act, a general partner is not required to register, and is not registered, with the CFTC as a CPO. Rule 4.13(a)(3) requires that at all times either: (i) the aggregate initial margin and premiums required to establish commodity interest positions does not exceed five percent of the liquidation value of a Fund’s investment portfolio; or (ii) the aggregate net notional value of the Fund’s commodity interest positions does not exceed one-hundred percent of the liquidation value of the Fund’s investment portfolio. As a result of claiming the exemption, a general partner will not be required to comply with certain disclosure, reporting and recordkeeping requirements generally applicable to registered CPOs, including delivery to Investors of a disclosure document and a certified annual report designed to meet CFTC requirements. In addition, KPS is not required to be registered, and is not registered, with the CFTC as a CTA.

Legal, Tax and Regulatory Risks

Legal, tax and regulatory changes could occur during the term of a Fund that may adversely affect the Fund, its portfolio companies or the Investors. There can be no assurance that new legislation or regulation, including changes to existing laws and regulations, will not have a material and negative impact on a Fund’s investment performance or otherwise impede a Fund’s ability to effectively achieve its objectives.

Enhanced Scrutiny and Regulation of Private Funds and Financial Services Industries

The SEC has proposed and enacted significant rules (the “Adopted Rules”) that will impact the business of KPS and the Funds. In particular, the SEC has adopted a number of new rules that impose significant changes on private fund advisers and their management of private funds, and the SEC is expected to propose and/or adopt additional rules in the future. Such current and future rulemaking is expected to materially impact KPS and its affiliates, the Funds and/or its investments. In addition, the Funds are expected to bear increased and significant costs as a result of such enacted and proposed rules, including costs related to Investor reporting and disclosures to Investors. Significant time and resources are expected to be required to comply with the new regulations, which

potentially will detract from the time and resources dedicated to the Funds. In addition, following the applicable compliance date, such regulations will require KPS to disclose to prospective investors and/or Investors certain preferential investment terms that KPS provides to any Investor in connection with its investment in a Fund, which could cause KPS to deny certain preferential terms to Investors. Certain rules are or may become subject to legal challenge from private fund industry groups and others, and to the extent such legal challenges are successful, prospective investors and Investors will not be afforded some or all of the protections provided by such rules.

In summary, regulation generally, as well as regulation more specifically addressed to the private fund industry, including tax laws and regulation, whether in the United States or abroad, could increase the cost of acquiring, holding or divesting investments, the profitability of enterprises and the cost of operating the Funds. Additional regulation could also increase the risk of third-party litigation. The transactional nature of the business of the Funds exposes the Funds, KPS and each of their respective affiliates (including the KPS Partners) generally to the risks of third-party litigation.

Eurozone Risks

There are significant and persistent concerns regarding the debt burden of certain Eurozone countries and their ability to meet future financial obligations, the overall stability of the Euro and the suitability of the Euro to function as a single currency given the diverse economic and political circumstances in individual Eurozone countries. The risks and prevalent concerns about a credit crisis in Europe could have a detrimental impact on global economic recovery as well as on sovereign and non-sovereign debt in the Eurozone countries. There can be no assurance that the market disruptions in Europe will not spread to other countries, nor can there be any assurance that future assistance packages will be available or, even if provided, will be sufficient to stabilize affected countries and markets in Europe or elsewhere. These and other concerns could lead to the re-introduction of individual currencies in one or more Eurozone countries, or, in more extreme circumstances, the possible dissolution of the Euro entirely. Should the Euro dissolve entirely, the legal and contractual consequences with respect to a Fund, its Investors and their investments in Europe could be determined by laws in effect at such time. These potential developments could negatively impact the ability of a Fund to make investments in Europe, the value of a Fund's investments in Europe and the general availability and cost of financing permitted investments.

Risks Associated with United Kingdom ("UK") Exit from the European Union (the "EU")

The UK formally left the EU on January 31, 2020 ("Brexit"). After a transition period that ended on December 31, 2020, EU rules ceased to apply in the UK. Although the terms of the UK's future relationship with the EU were agreed in a trade and cooperation agreement, the agreement does not include an agreement on financial services and, as a result, UK firms in the financial sector have more limited access to the EU market than prior to Brexit and EU firms similarly have more limited access to the UK, owing to the loss of passporting rights under applicable EU and UK legislation. Alternative arrangements and structures may allow for the provision of cross-border marketing and services between the EU and UK, but these are subject to legal uncertainty and the risk that further legislative and regulatory restrictions could be imposed in the future.

As a result of the onshoring of EU legislation in the UK, UK firms are currently subject to many of the same rules and regulations as prior to Brexit. However, the UK Government has stated its intention to recast onshored EU legislation as part of UK legislation and regulation, which could

result in substantive changes to regulatory requirements in the UK. It remains to be seen to what extent the UK may elect to implement or mirror future changes in the EU regulatory regime, or to diverge from the current EU-influenced regime over time. It is possible that the EU may respond to UK initiatives by restricting third-country access to EU markets. If the regulatory regimes for EU and UK financial services change or diverge further, this could have an adverse impact on any Fund and its investments, including the ability of a Fund to achieve its investment objectives in whole or in part (for example, owing to increased costs and complexity and/or new restrictions in relation to cross-border access between the EU and non-EU jurisdictions). There can be no assurance that any renegotiated laws or regulations will not have an adverse impact on a Fund and its investments, including the ability of a Fund to achieve its investment objectives.

The legal, political and economic uncertainty and disruption generally resulting from Brexit may adversely affect both EU- and UK-based businesses, including KPS and Fund portfolio companies, as applicable. Brexit has already led to disruptions in trade as businesses attempt to adapt cross-border procedures and rules applicable in the UK and in the EU to their activities, products, customers and suppliers. Continuing uncertainty and the prospect of further disruption may also result in an economic slowdown and/or a deteriorating business environment in the UK and in one or more EU Member States.

EU Competition Law Risks

Under EU competition law, the parent company of a group or holding companies that hold one or more portfolio companies may be held jointly and severally liable for the anticompetitive conduct of another entity where they formed part of a single economic unit during the period of the infringement. For that to be the case, such parent or holding company must have exercised decisive influence over the conduct of its subsidiary on the market at the time. Such parental liability may be imputed to KPS or the Funds with respect to an investment in a portfolio company. In a recent decision, the European Commission imposed a fine jointly and severally on a private equity owner for an antitrust infringement by its former portfolio company. If a current or former portfolio company of the Funds were to be investigated and ultimately fined by the European Commission for breach of EU competition law, KPS or the Funds could be held jointly and severally liable in whole or part for any fine that was imposed, which may have a material adverse effect on the Funds.

International Conflicts

Wars and other international conflicts, such as the Israeli-Hamas conflict and the ongoing military conflict between Russia and the Ukraine have caused disruption to global financial systems, trade and transport, among other things. In response, multiple other countries have put in place sanctions and other severe restrictions or prohibitions on certain of the countries involved, as well as related individuals and businesses. However, the ultimate impact of these conflicts and their effect on global economic and commercial activity and conditions, and on the operations, financial condition and performance of a Fund or any particular industry, business or investee country and the duration and severity of those effects, is impossible to predict.

The Russia-Ukraine conflict may have a significant adverse impact and result in significant losses to a Fund. This impact may include reductions in revenue and growth, unexpected operational losses and liabilities and reductions in the availability of capital. It may also limit the ability of a Fund to source, diligence and execute new investments and to manage, finance and exit investments in the future. Developing and further governmental actions (military or otherwise) may cause additional

disruption and constrain or alter existing financial, legal and regulatory frameworks and systems in ways that are adverse to the investment strategy which any Fund intends to pursue, all of which could adversely affect the Fund's ability to fulfill its investment objectives.

Cyber Security Breaches

Cyber security incidents and cyber-attacks have been occurring globally at a more frequent and severe level and are expected to continue to increase in frequency and severity in the future. The information and technology systems of KPS, the relevant general partner, its affiliates, portfolio companies, issuers and service providers may be vulnerable to damage or interruption from cyber security breaches, computer viruses or other malicious code, network failures, computer and telecommunication failures, infiltration by unauthorized persons and other security breaches, usage errors or malfeasance by their respective professionals or service providers, power, communications or other service outages, and catastrophic events such as fires, tornadoes, floods, hurricanes, earthquakes or terrorist incidents. If unauthorized parties gain access to such information and technology systems, or if personnel abuse or misuse their access privileges, they may be able to steal, publish, delete or modify private and sensitive information, including non-public personal information related to Investors (and their beneficial owners) and material non-public information. Substantial losses may occur in the form of stolen, lost or corrupted: (i) data or payment information; (ii) financial information; (iii) software, contact lists or other databases; (iv) proprietary information or trade secrets; or (v) other items. If technology systems are compromised, become inoperable for extended periods of time or cease to function properly, KPS, the general partner, a Fund and/or portfolio companies may incur significant time or expense to fix or replace them and to seek to remedy the effects of such issues. The failure of these systems and/or of disaster recovery plans for any reason could cause significant interruptions in KPS', the general partner's, a Fund's, portfolio companies' and/or service providers' operations, including the ability to make distributions to Investors, and result in a failure to maintain the security, confidentiality or privacy of sensitive data, including personal information relating to Investors (and the beneficial owners of Investors).

Although KPS has implemented, and portfolio companies, issuers and service providers may implement, various measures to manage risks relating to these types of events, such systems could prove to be inadequate and, if compromised, could become inoperable for extended periods of time, cease to function properly or fail to adequately secure private information. KPS does not control the cyber security plans and systems put in place by third party service providers, and such third-party service providers may have limited indemnification obligations to KPS, its affiliates, a Fund, the Investors and/or a portfolio company or issuer, each of whom could be negatively impacted as a result. Breaches such as those involving covertly introduced malware, impersonation of authorized users and industrial or other espionage may not be identified in a timely manner or at all, even with sophisticated prevention and detection systems. This could potentially result in further harm and prevent such breaches from being addressed appropriately. The failure of these systems and/or of disaster recovery plans for any reason could cause significant interruptions in KPS' its affiliates', a Fund's, and/or a portfolio company's operations and result in a failure to maintain the security, confidentiality or privacy of sensitive data, including personal information relating to Investors (and their beneficial owners), material non-public information and the intellectual property and trade secrets and other sensitive information of KPS, a Fund and/or portfolio companies. KPS, a Fund and/or a portfolio company could be required to make a significant investment to remedy the effects of any such failures, harm to their reputations, legal claims that they and their respective affiliates

may be subjected to, regulatory action or enforcement arising out of applicable privacy and other laws, adverse publicity, and other events that may affect their business and financial performance.

The use of internet- or cloud-based programs, technologies and data storage applications generally heightens these risks, and the risks of attack are expected to be heightened in remote work environments. Any of such circumstances could subject a portfolio company, or a Fund, to substantial losses, including losses relating to: misappropriation of assets, intellectual property or confidential information; corruption, deletion or destruction of data; physical damage and repairs to systems; reputational harm; financial losses from remedial actions; and/or disruption of operations. Third parties, including activist, criminal, nation-state or terrorist actors, may also attempt fraudulently to induce portfolio companies or their personnel to disclose sensitive information (including passwords) in order to gain access to data, accounts, funds or other assets, or otherwise to inflict harm. In addition, in the event that such a cyber-attack or other unauthorized access is directed at KPS or one of its service providers holding its financial or Investor data, KPS, its affiliates or a Fund may also be at risk of loss, despite efforts to prevent and mitigate such risks under KPS' policies and practices.

Changes in Cyber Security and Data Protection Laws and Regulations

The adoption, interpretation and application of consumer protection, data protection and/or privacy laws and regulations in the United States, Europe and other jurisdictions (collectively, "Privacy Laws") could significantly impact current and planned privacy and information security related practices, the collection, use, sharing, retention and safeguarding of personal data and current and planned business activities of KPS, the general partners, a Fund and/or their portfolio companies, and increase compliance costs and require the dedication of additional time and resources to compliance for such entities. A failure to comply with such Privacy Laws by any such entity or their service providers could result in fines, sanctions or other penalties or litigation, which could materially and adversely affect the results of operations and overall business, as well as have a negative impact on reputation and Fund performance. As Privacy Laws are implemented, interpreted and applied, compliance costs for KPS, the general partners, a Fund and/or their portfolio companies, are likely to increase, particularly in the context of ensuring that adequate data protection and data transfer mechanisms are in place.

Certain jurisdictions, including U.S. states, have proposed, adopted or are considering similar Privacy Laws, which if enacted could impose significant costs, potential liabilities and operational and legal obligations. Such Privacy Laws are expected to vary from jurisdiction to jurisdiction, thus increasing costs, operational and legal burdens, and the potential for significant liability for regulated entities, which could include KPS, the general partners, a Fund and/or their portfolio companies.

Artificial Intelligence and Machine Learning Developments

Recent technological advances in artificial intelligence and machine learning technology (collectively, "Machine Learning Technology"), including OpenAI's release of its ChatGPT application, pose risks to KPS, the Funds and the Funds' portfolio investments. While KPS may utilize Machine Learning Technology in connection with its business activities, including investment activities, KPS intends to periodically evaluate and/or adjust internal policies governing use of Machine Learning Technology by its personnel. KPS, the Funds and the Funds' portfolio investments could be further exposed to the risks of Machine Learning Technology if third-party

service providers or any counterparties, whether or not known to KPS, also use Machine Learning Technology in their business activities. KPS will not be in a position to control the use of Machine Learning Technology in third-party products or services.

Use of Machine Learning Technology by any of the parties described in the previous paragraph could include the input of confidential information (including material non-public information) — either by third parties in contravention of non-disclosure agreements, or by KPS personnel or the aforementioned KPS advisors in contravention of KPS’ policies, contractual or other obligations or restrictions to which any of the foregoing or any of their affiliates or representatives are subject, or otherwise in violation of applicable laws or regulations relating to treatment of confidential and/or personally identifiable information (including material non-public information) — into Machine Learning Technology applications, resulting in such confidential information becoming part of a dataset that is accessible by other third-party Machine Learning Technology applications and users.

Independent of its context of use, Machine Learning Technology is generally highly reliant on the collection and analysis of large amounts of data, and it is not possible or practicable to incorporate all relevant data into the model that Machine Learning Technology utilizes to operate. Certain data in such models will inevitably contain a degree of inaccuracy and error — potentially materially so — and could otherwise be inadequate or flawed, which would be likely to degrade the effectiveness of Machine Learning Technology. To the extent that KPS, the Funds or the Funds’ portfolio investments are exposed to the risks of Machine Learning Technology use, any such inaccuracies or errors could have adverse impacts on KPS, the Funds or the Funds’ portfolio investments. Conversely, to the extent competitors of KPS and its portfolio companies utilize Machine Learning Technology more extensively than KPS and its portfolio companies, there is a possibility that such competitors will gain a competitive advantage. Machine Learning Technology and its applications, including in the private investment and financial sectors, continue to develop rapidly, and it is impossible to predict the future risks that may arise from such developments.

Social Media and Publicity Risk

The use of social networks, message boards, internet channels and other platforms has become widespread within the United States and globally. As a result, individuals now have the ability to rapidly and broadly disseminate information or misinformation, without independent or authoritative verification. Any such information or misinformation regarding KPS, the Funds or one or more portfolio companies could have a material and adverse effect on the value of the Funds.

Ongoing Compliance with Anti-Money Laundering Requirements

KPS will be authorized, without the consent of any person, including any Investor, to take such action determined in its sole discretion to be reasonably necessary or advisable to comply, or to cause a Fund to comply, with any applicable sanctions, laws and regulations, including any anti-money laundering, counter terrorist financing laws, rules, regulations, directives or special measures. In addition, KPS may disclose, without the consent of any person, including any Investor, to governmental authorities, self-regulatory organizations and financial institutions information concerning a Fund and its Investors that KPS determines in its sole discretion is necessary or advisable to comply with applicable sanctions, laws and regulations, including any anti-money laundering or counter terrorist financing laws or regulations, and each Investor will be required to provide KPS all information that KPS determines in its sole discretion to be advisable or necessary to comply with such sanctions, laws and regulations. Additionally, KPS may be required by

applicable law to freeze an Investor's funds or cause such Investor to withdraw or be compulsorily redeemed from the relevant Fund. Any determination that KPS has violated any such sanctions, laws, rules, regulations, directives, or special measures could subject it to, among other things, civil and criminal penalties, material fines, profit disgorgement, injunctions on future conduct, securities litigation and a general loss of Investor confidence, any one of which could adversely affect KPS' business prospects and/or financial position, as well as a Fund's ability to achieve its investment objective and/or conduct its operations.

Economic and Trade Sanctions and Anti-Bribery Considerations

Economic and trade sanctions laws in the United States and other jurisdictions may prohibit KPS, KPS professionals and a Fund from transacting with or in certain countries, in certain economic sectors, and with certain individuals and companies. In the United States, the U.S. Department of the Treasury's Office of Foreign Assets Control ("OFAC") administers and enforces laws, Executive Orders and regulations establishing U.S. economic and trade sanctions. Such sanctions prohibit, among other things, transactions with, and the provision of services to, certain foreign countries, territories, industry sectors, entities and individuals. These entities and individuals include specially designated nationals, specially designated narcotics traffickers and other parties subject to OFAC sanctions and embargo programs. The lists of OFAC prohibited countries, territories, persons and entities, including the List of Specially Designated Nationals and Blocked Persons, as such list may be amended from time to time, can be found on the OFAC website at <http://www.treas.gov/ofac>. In addition, certain programs administered by OFAC prohibit dealing with individuals or entities in certain countries, economic sectors, who are the subject of certain sanctions programs regardless of whether such individuals or entities appear on the lists maintained by OFAC, which may make it more difficult for a Fund to identify sanctioned parties and prevent dealings with them. Other authorities that may have jurisdiction over KPS and the Funds, such as the UK, Canada, and the EU and its member states, enforce similar types of sanctions. Economic and trade sanctions may significantly restrict or limit a Fund's investment activities in certain countries (in particular, certain emerging market countries). Sanctions laws, rules, regulations, directives and special measures frequently change without advance notice, and may impose new or heightened restrictions or obligations on KPS. Such laws and regulations may be inconsistent or even conflict with one another. Ensuring ongoing compliance with these laws, rules, regulations, directives and special measures may require a Fund or its portfolio companies to terminate or wind-up certain business relationships, which may adversely impact such Fund's investment objectives. Further, certain jurisdictions, including EU member states and Canada, may enforce "blocking" regulations that prohibit compliance or agreements to comply with certain U.S. economic and trade sanctions laws. Any determination that KPS has violated any applicable economic and trade sanctions laws or blocking regulations could subject it to, among other things, civil and criminal penalties, material fines, profit disgorgement, injunctions on future conduct, securities litigation and a general loss of Investor confidence, any one of which could adversely affect KPS' business prospects and/or financial position, as well as a Fund's ability to achieve its investment objective and/or conduct its operations.

At the same time, KPS may be obligated to comply with certain anti-boycott laws and regulations that prevent KPS and a Fund from engaging in certain discriminatory practices that may be allowed or even required in certain jurisdictions. These obligations may make it more difficult for a Fund to pursue certain investments and engage in certain business activities, and any compliance with such

practices could subject KPS, or a Fund to fines, penalties, and adverse legal and reputational consequences.

In some countries, there is a greater acceptance than in the United States and the UK of government involvement in commercial activities and of activities constituting corruption in the United States and the UK. Most countries, including the United States and the UK, have laws prohibiting governmental and commercial bribery. KPS and the Funds are committed to complying with the United States Foreign Corrupt Practices Act of 1977, as amended (the “FCPA”), the U.K. Bribery Act and other anti-corruption laws, anti-bribery laws and regulations, as well as anti-boycott regulations, to which they are subject. As a result, a Fund may be adversely affected because of its unwillingness to participate in transactions that violate such laws or regulations. Such laws and regulations may make it difficult in certain circumstances for a Fund to act successfully on investment opportunities and for portfolio companies to obtain or retain business.

In recent years, the United States Department of Justice and the SEC have devoted greater resources to enforcement of the FCPA. In addition, the UK significantly expanded the reach and enforcement of its anti-bribery laws, and other countries are taking similar steps to enhance their domestic enforcement capabilities. While KPS has developed and implemented policies and procedures designed to ensure strict compliance by KPS and its personnel with such laws, such policies and procedures may not be effective in all instances to prevent violations. In addition, in spite of KPS’ policies and procedures, portfolio companies and their affiliates, particularly in cases where a Fund or KPS vehicle does not control such portfolio company, may engage in activities that could result in violations of applicable anti-corruption laws. Any determination that KPS, a Fund or one of its portfolio companies has violated the FCPA or other applicable anti-corruption laws or anti-bribery laws could entail, among other things, civil and criminal penalties, material fines, profit disgorgement, injunctions on future conduct, securities litigation and a general loss of Investor confidence, any one of which could adversely affect KPS’ business prospects and/or financial position, as well as a Fund’s ability to achieve its investment objective and/or conduct its operations.

Certain Restrictions on Ownership

Certain investments by the portfolio company involving the acquisition of a U.S. business or assets with a nexus to U.S. interstate commerce may be subject to review and approval from the United States Committee on Foreign Investment in the United States (“CFIUS”) and/or non-U.S. national security/investment clearance regulators depending on the beneficial ownership and control of interests in the applicable portfolio company, which may have outsized impacts on transaction certainty, timing, feasibility and cost, among other things. Significant CFIUS reform legislation and regulations, which became effective on February 13, 2020, among other things, expand the scope of CFIUS’ jurisdiction to cover more types of transactions and empowers CFIUS to scrutinize more closely investments in U.S. “critical technology” and “critical infrastructure” companies, as well as companies that collect “sensitive personal data” of U.S. citizens, including investments involving foreign Investors that may be deemed “non-passive.”

Failure to notify CFIUS of a transaction where such notification was required or otherwise warranted based on the national security considerations may result in significant financial penalties for each transaction party, as well as potential legal penalties, including legal restrictions on future investments, costs and/or other adverse reputational and financial effects, thus potentially diminishing the value of a Fund’s investment therein. CFIUS is actively pursuing transactions that

were not notified to it and may ask questions regarding, or impose restrictions or mitigation on, transactions post-closing. In the event that CFIUS reviews one or more of a Fund's investments, CFIUS may impose conditions, limitations or restrictions on, or prohibit, one or more of a Fund's investments, certain of which may materially and adversely affect a Fund's ability to execute its investment strategy, and there can be no assurances that a Fund will be able to maintain or proceed with such investments on terms acceptable to KPS. In addition, CFIUS may seek to impose conditions, limitations or restrictions on one or more of such investments that may prevent a Fund from maintaining or pursuing investment opportunities that a Fund otherwise would have maintained or pursued, which could adversely affect the performance of a Fund. Moreover, legislative and regulatory changes, including changes to agency practice, in the future may negatively impact the ability of a Fund to realize value from certain existing and future investments, including by limiting exit opportunities or limiting or restricting the universe of suitable prospective acquirers for certain investments. Additionally, a Fund may invest in companies that are, or may become, subject to CFIUS requirements based on pre-existing foreign ownership and control; in such cases, CFIUS requirements may adversely impact a portfolio company's ability to obtain or retain business or otherwise make it more difficult for a Fund to realize a profit from an investment.

Current legislation pending before the United States Congress contemplates regulating outbound investment to countries and companies deemed to be averse to U.S. national security and foreign policy interests. If such legislation is not enacted, similar outbound investment controls may be implemented under the auspices of an executive order. Any restrictions on U.S. outbound investment could limit the universe of prospective investments available to the Fund making it more difficult to deploy capital, and/or adversely affect the governance and operations of a Fund's investments and thus the performance of a Fund.

A Fund's investments outside of the United States may also face delays, limitations, or restrictions as a result of notifications made under and/or compliance with these legal regimes and rapidly-changing agency practices. Other countries are increasingly taking action to strengthen their national security review regimes, and as a result, certain investments in foreign countries may likewise be subject to similar foreign investment clearance and national security review regimes if the investments are perceived to implicate national security policy priorities, and this could have a corresponding effect of limiting the Fund's ability to make investments in such countries. In particular, as of April 2019, the EU adopted and implemented an EU-wide mechanism to screen foreign investment on national security grounds, which could impede, restrict, and/or delay the Fund's investments with a nexus to the EU. As a result of such regimes, a Fund may incur significant delays and costs or be altogether prohibited from making a particular investment, all of which could adversely affect the Fund's ability to meet its investment objectives. Heightened scrutiny of foreign direct investment worldwide may also make it more difficult for a Fund to identify suitable buyers for investments upon exit and may constrain the universe of exit opportunities for an investment.

Pay-to-Play Laws, Regulations and Policies

A number of states and municipal pension plans have adopted so-called "pay-to-play" laws, regulations or policies which prohibit, restrict or require disclosure of payments to (and/or certain contacts with) state officials by individuals and entities seeking to do business with state entities, including those seeking investments by public retirement funds. The SEC has adopted a rule that, among other things, prohibits an investment adviser from providing advisory services for

compensation to a government client for two years after the adviser or certain of its executives or employees makes a contribution to certain elected officials or candidates. If KPS, a general partner or any of their employees or affiliates or any service provider acting on their behalf, fails to comply with such laws, regulations or policies, such non-compliance could have an adverse effect on a Fund. The Investors may also seek to pursue individual remedies, including withdrawal rights, which may be included in side letters or otherwise imposed by statute.

ERISA Considerations

KPS presently intends to operate a Fund in such a manner as to avoid the treatment of assets of any of the Fund entities as “plan assets.” KPS reserves the right to decide to operate a Fund either as a venture capital operating company (“VCOC”), or instead to limit investment in a Fund by “benefit plan investors” (as defined under the Employee Retirement Income Security Act of 1974 (“ERISA”), as amended) in order to avoid such “plan assets” status. In any case, however, there can be no assurance that a Fund will be treated as not holding “plan assets” of investing “benefit plan investors.”

If the assets of a Fund were deemed to constitute the assets of an investing “benefit plan Investor,” the operation and administration of a Fund and the duties, obligations, and liabilities of the relevant general partner would be subject to the fiduciary responsibility provisions of ERISA and the prohibited transaction provisions of ERISA and the Code. Specifically, in such circumstances, certain investments by such Fund may not be permitted, and transactions between such Fund, on the one hand, and the relevant general partner, KPS or any of their respective affiliates, on the other hand, including the fees payable to the general partner and KPS, may be prohibited transactions or need to be restructured. Moreover, the fiduciary causing a “benefit plan Investor” to make an investment in the relevant Fund could be deemed to have delegated its responsibility to manage the assets of such “benefit plan Investor” to the relevant general partner or KPS, and to the extent that such delegation was improper, such fiduciary could be liable, either directly or under the co-fiduciary rules of ERISA, for the acts of such general partner and KPS.

Unfunded Pension Liabilities of Portfolio Companies

Certain court decisions have found that, where an investment fund owns 80% or more (or under certain circumstances less than 80%) of a portfolio company, such fund (and any other 80%-owned portfolio companies of such fund) might be found liable for certain pension liabilities of such a portfolio company to the extent the portfolio company is unable to satisfy such liabilities. Although KPS intends to manage each Fund’s investments to minimize any such exposure, a Fund is permitted to invest in a portfolio company that has unfunded pension fund liabilities, including structuring the investment in a manner where a Fund owns an 80% or greater interest in such a portfolio company. If a Fund (or other 80%-owned portfolio companies of a Fund) were deemed to be liable for such pension liabilities, this could have a material and adverse effect on the operations of a Fund and the companies in which a Fund invests. This discussion is based on current court decisions, statute and regulations regarding control group liability under ERISA as amended, as in effect as of the date of this Brochure, which may change in the future as the case law and guidance develops.

Risks Arising from Provision of Managerial Assistance

Operating a Fund as a VCOC would require that a Fund obtain certain rights to participate substantially in and to influence substantially the conduct of the management of certain of a Fund’s

portfolio companies. To satisfy the foregoing, a Fund may designate directors (and potentially non-executive chairpersons) to serve on the boards of directors of portfolio companies. The designation of directors and other measures contemplated could expose the assets of a Fund to claims by a portfolio company, its security holders and its creditors. The exercise of control over a company could also impose additional risks of liability for environmental damage, product defects, failure to supervise management, violation of government regulations and other types of liability. If these liabilities were to occur, a Fund could suffer significant losses in its investments. While KPS intends to manage a Fund in a way that will minimize exposure to these risks, the possibility of successful claims cannot be precluded. In addition, operating a Fund as a VCOC could restrict, at any given time, the level of investment which a Fund would be able to make in entities that do not qualify as operating companies and/or pursuant to which a Fund is unable to obtain rights to participate substantially in or influence the conduct of management.

Valuation and Changing Accounting Standards

The valuation of the assets of a Fund, which will affect a Fund's reported performance, may involve uncertainties and judgmental decisions. Although the valuation of a Fund's investment will be performed in accordance with the terms of the Governing Documents, certain of the investments will be investments for which there is no, or a limited, liquid market and the fair value of such investments may not be readily determinable. The process of valuing investments for which reliable market quotations are not available is based on inherent uncertainties and the resulting values may differ from values that would have been determined had a ready market existed for such investments and may differ from the prices at which such investments may ultimately be sold. There is no assurance that the value assigned to an investment at a certain time will accurately reflect the value that will be realized by the relevant Fund upon the eventual disposition of the investment and the performance of such Fund could be adversely affected if such valuation determinations are materially higher than the value ultimately realized upon the disposition of the investment. Absent bad faith or manifest error, valuation determinations in accordance with KPS' valuation policy will be conclusive and binding.

Notwithstanding the foregoing, KPS may determine in certain instances to assign to a particular asset a different value under the terms of the Governing Documents than the value assigned to such asset for financial reporting purposes. In particular, KPS will not necessarily apply U.S. generally accepted accounting principles ("GAAP") when determining whether an asset has declined in value for the purposes of determining distributions (including distributions of carried interest) and management fees payable by a Fund.

Accordingly, to the extent that GAAP would require any of Fund assets or liabilities to be valued in a manner that differs from the terms of the Governing Documents, such assets or liabilities will be valued (i) in accordance with GAAP, solely for purposes of preparing a Fund's GAAP-compliant audited financial statements and (ii) in accordance with the Governing Documents (without regard to any GAAP requirements relating to the determination of fair value), for all other purposes (including for purposes of determining distributions and allocating gains and losses).

Finally, Accounting Standards Codification 820 and other accounting rules applicable to investment funds and various assets they invest in are evolving. Such changes may adversely affect a Fund. For example, the evolution of rules governing the determination of the fair market value of assets to the extent such rules become more stringent would tend to increase the cost and/or reduce the

availability of third-party determinations of fair market value. This may in turn increase the costs associated with selling assets or affect their liquidity due to inability to obtain a third-party determination of fair market value.

Inflation

Certain non-U.S. countries have experienced substantial, and in some periods extremely high, rates of inflation for many years and, while inflation generally has been muted in developed economies in recent years, historically high rates of inflation have been present in such areas as well. The U.S. is also undergoing high rates of inflation. Inflation and rapid fluctuations in inflation rates have had and may have very negative effects on the economies and securities markets (both public and private) of certain countries in which a Fund may invest. There can be no assurance that high rates of inflation will not have a material adverse effect on a Fund's investments.

Valuation of Fund Assets

Valuations of a Fund's portfolio, which will affect a Fund's performance results, may involve uncertainties and judgmental determinations. The process of valuing securities for which reliable market quotations are not available is based on inherent uncertainties and the resulting values may differ from values that would have been determined had a ready market existed for such securities and may differ from the prices at which such securities may ultimately be sold. When estimating fair value of a Fund's investments, KPS will apply the methodology described in the Governing Agreements; because there is not expected to be an actively traded market for most of the securities owned by a Fund, KPS will use the methodology consistent with its valuation policy, which is subject to change based on, among other things, accounting guidelines and the nature, facts and circumstances of the applicable investments. In addition, securities that KPS believes are fundamentally undervalued or overvalued may not ultimately be valued in the capital markets at prices and/or within the time frame KPS anticipates or generate the level of "current income" over their useful life that KPS anticipates. In particular, purchasing securities at prices that KPS believes to be distressed or below fair value is no guarantee that the price of such securities and the ongoing operating income of such businesses will not decline even further. There is no guarantee that the fair value as determined by KPS will represent the value that will be realized by a Fund while a Fund holds an investment or on the eventual disposition of the investment (or that would, in fact, be realized upon an immediate disposition of the investment). Inaccurate valuations may, among other things, prevent a Fund from generating current income, effectively managing its investments and risks, as well as affect the diversification and risk management of such Fund.

In addition, there will be situations in which KPS is potentially incentivized to influence or adjust the valuation of a Fund's assets. For example, KPS could be incentivized to employ valuation methodologies that may improve a Fund's track record. KPS has adopted valuation policies to address these potential conflicts. In addition, where the management fee is calculated based on the valuation of an investment, or a determination of whether an investment has been written off or otherwise permanently impaired, KPS will have an incentive to make determinations that result in the continued payment of, or a higher, management fee. KPS has adopted valuation policies to address these potential conflicts.

Limited Access to Information

Investors' rights to information regarding a Fund, the relevant general partner or KPS generally will be specified, and in many cases strictly limited, by the Governing Documents. In particular, it is

anticipated that the general partner and its affiliates will obtain certain types of material information from or relating to a Fund's investments that will not be disclosed to Investors because such disclosure is prohibited, including as a result of contractual, legal or similar obligations outside of KPS' control, or because the level of detail is deemed inappropriate or unnecessary by the relevant general partner in its sole discretion. Decisions by KPS or its affiliates to withhold information may have adverse consequences for Investors in a variety of circumstances. For example, an Investor that seeks to transfer its interest in a Fund may have difficulty in determining an appropriate price for such interest. Decisions to withhold information may also make it difficult for an Investor to monitor KPS and its performance. Additionally, it is anticipated that Investors that designate representatives to participate on a Fund's Advisory Board generally may, by virtue of such participation, have more or earlier information about a Fund and its investments in certain circumstances than other Investors and may receive information in advance of communication to other Investors generally. Subject to any limitations set forth in the Governing Documents, Investors generally will bear the expenses of responding to disclosure requests, including in connection with state public records, similar freedom of information and other laws, whether or not the relevant Fund succeeds in asserting confidentiality for requested documents and other materials, and KPS reserves the right to withhold certain information from Investors subject to such laws for reasons relating to KPS' public reputation, business strategy or other reasons.

In addition, certain Investors may be Investors in multiple Funds and/or may include employees or affiliates of KPS. It is also possible that a Fund or its investments may be counterparties or participants in agreements, transactions or other arrangements with an Investor or an affiliate of an Investor. Investors described in the previous sentences may therefore have different information about KPS and a Fund than Investors not similarly positioned. Similarly, not all Investors monitor their investments in vehicles such as a Fund in the same manner. For example, certain Investors may periodically request from the general partner information regarding a Fund and its investments or portfolio companies that is not otherwise set forth in (or has yet to be set forth in) the reporting and other information required to be delivered to all Investors. In such circumstances, the general partner may provide such information to such Investor. The general partner will not be obligated to affirmatively provide such information to all Investors (although the general partner will generally provide the same information upon request and treat Investors equally in that regard). As a result, certain Investors may have more information about a Fund than other Investors, and the general partner will have no duty to ensure all Investors seek, obtain or process the same information regarding a Fund, its investments and/or portfolio companies.

A general partner will confirm factual matters to incoming Investors, make statements of intent or expectation to such Investors or acknowledge statements by such incoming Investors that relate to a Fund and/or the general partner's activities pertaining thereto in one or more respects. In addition, the general partner may agree to certain matters relating to knowledge transfer and/or secondments with one or more Investors as part of an overall firm relationship. Any such statements, confirmations, agreements or acknowledgements, including those made in response to an Investor's due diligence requests, will not involve the granting of any legal right or benefit, and therefore will not be subject to the "most favored nations" process or election by the Investors, and as a result other Investors will not typically receive notice thereof or copies of the documentation (if any) in which they are contained. There can be no assurance that any such arrangements will not have an adverse effect on a Fund or that such arrangements will not influence KPS' activities or the operation of a Fund.

In response to such questions and requests and in connection with due diligence meetings, side letter compliance and other communications, a Fund and its general partner in its discretion may provide additional information to certain Investors and prospective Investors that is not distributed to, or generally known by, other Investors and prospective Investors. Such information may affect a prospective Investor's decision to invest in a Fund or take actions or make decisions as an Investor (including an action or decision which, in the absence of such information, other Investors do not take).

Material Non-Public Information

KPS may come into possession of material non-public information with respect to a portfolio company or other issuer. Should this occur, KPS would be restricted from buying, originating or selling securities with respect to the issuer on behalf of the relevant Fund until such time as the information becomes public or is no longer deemed material, which would preclude such Fund from participating in an investment. Disclosure of such information to KPS' personnel responsible for the affairs of the relevant Fund may result in such Fund not being free to act upon any such information. KPS, in an effort to avoid buying or selling restrictions on behalf of a Fund, may choose to forego an opportunity to receive (or elect not to receive) information that other market participants or counterparties, including those with the same positions in the issuer as a Fund, is eligible to receive or have received, even if possession of such information would otherwise be advantageous to a Fund.

Additionally, the receipt of material non-public information by KPS or a Fund could restrict all affiliates of KPS, not just the manager and/or general partner of the applicable Fund, in receipt of the information. A Fund would in such cases not be free to act upon any such information and could be restricted indefinitely in transactions involving a particular issuer. Due to these restrictions, a Fund may not be able to initiate a transaction that it otherwise might have initiated and may not be able to sell a portfolio company that it otherwise might have sold. Consequently, the possession of material non-public information by KPS may limit the ability of a Fund to buy and sell investments in the relevant company.

Other Restrictions Arising under the Securities Laws

In addition to the restrictions relating to material non-public information, KPS' activities and the activities of a Fund (including, without limitation, the holding of securities positions or having one of its employees on the board of directors of a portfolio company) could result in other securities law restrictions on transactions in securities held by a Fund, affect the prices of such securities or the ability of such entities to purchase, retain or dispose of such investments, or otherwise create conflicts of interest, any of which could have an adverse impact on the performance of a Fund and thus the return to the Investors.

Risks Relating to Due Diligence

Before a Fund makes an investment, the relevant general partner or KPS will conduct such due diligence as it deems reasonable and appropriate based on the facts and circumstances applicable to the investment. Due diligence may entail marketing studies, business plan development, evaluation of important and complex business, financial, tax, accounting, and legal issues as well as background investigations of individuals. Outside professionals, consultants, legal advisors, accountants, investment banks and other third parties may be involved in the due diligence process to varying degrees depending on the type of investment. The involvement of such third parties may

present a number of risks primarily relating to reduced control of the functions that are outsourced and may entail significant third-party expenses, which will be borne by a Fund subject to certain limitations thereon set forth in the Governing Documents. In addition, if a Fund is unable to timely engage third-party providers, its ability to evaluate and acquire more complex assets could be adversely affected. Due diligence investigations with respect to any investment opportunity may not reveal or highlight all relevant facts that may be necessary or helpful in evaluating the investment opportunity. Moreover, there can be no assurance that attempts to identify risks associated with an investment will achieve their desired effect. Potential Investors should regard an investment in a Fund as being speculative and having a high degree of risk.

U.S. Taxation of Carried Interest

U.S. federal income tax law treats certain allocations of capital gains to service providers by partnerships such as a Fund as short-term capital gain (taxed at higher ordinary income rates) unless the partnership has held the asset which generated such gain for more than three years. This could reduce the after-tax returns of individuals associated with a Fund, its general partner, or KPS who were or may in the future be granted direct or indirect interests in carried interest, which could make it more difficult for the relevant general partner and its affiliates to incentivize, attract and retain individuals to perform services for a Fund. This could also create an incentive for KPS to cause a Fund to hold investments for a longer period than would be the case if such three-year holding period requirement did not exist.

Changes to Benchmark Rates

To the extent that a Fund's investments, borrowing facilities, hedging activities, or other assets or structures are tied to interest rates based on benchmark or reference rates, including the London Interbank Offered Rate ("LIBOR"), Secured Overnight Financing Rate ("SOFR") or other rates (each, a "Benchmark Rate"), a Fund may be subject to certain material risks, including the risk that a Benchmark Rate is terminated, ceases to be published or otherwise ceases to be broadly used by the market. Regulators, central banks, governments and other market participants have transitioned historical instruments and contracts away from LIBOR to new Benchmark Rates. The transition includes the potential to: increase volatility or illiquidity in markets; cause delays in or reductions to financing options for a Fund and their portfolio companies; increase the cost of borrowing; reduce the value of certain instruments or the effectiveness of certain hedges; cause uncertainty under applicable legal documentation; or otherwise impose costs and administrative burdens relating to factors that include document amendments and changes in systems. Future transitions to and from Benchmark Rates have the potential to have similar effects.

Interest Rate Risk with Respect to Indebtedness

Some Fund investments may have floating interest rates. Although the full extent of such risk cannot be predicted, a Fund is likely to experience a mismatch between (i) the applicable interest rate with respect to any one or more of its investments versus a Fund's own indebtedness, (ii) timing and the applicable interest payment dates with respect to any one or more of its investments versus a Fund's own indebtedness, and/or (iii) the amount of indebtedness incurred by a Fund and a Fund's investments. Additionally, although the interest rates applicable to cash equivalents held by a Fund can be fixed- or floating-rate, they generally are, and expected to continue to be, lower than the interest rates applicable to a Fund's investments. Accordingly, changes to LIBOR (or any other applicable floating Benchmark Rate) or the holding of significant assets in the form of cash

equivalents could adversely affect a Fund's ability to make debt service payments on the aggregate outstanding amount of indebtedness.

Financial Institution Risk; Distress Events

An investment in a Fund is subject to the risk that one of the banks, brokers, counterparties, clearinghouses, exchanges, lenders or other custodians (each, a "Financial Institution") of some or all of a Fund's (or any portfolio company's) assets fails to timely perform or otherwise defaults on its obligations or experiences insolvency, closure, seizure, receivership or other financial distress or difficulty, similar to that experienced by Silicon Valley Bank and Signature Bank in March 2023 (each, a "Distress Event"). Distress Events can be caused by factors including, but not limited to, eroding market sentiment, significant withdrawals, fraud, malfeasance, poor performance, undercapitalization, market forces or accounting irregularities. If a Financial Institution experiences a Distress Event, KPS, the relevant general partner, a Fund and/or any of the portfolio companies may be unable to access deposits, borrowing facilities or other services, either permanently or for an extended, potentially indeterminate, period of time. Although assets held by regulated Financial Institutions in the United States frequently are insured up to stated balance amounts by government-sponsored organizations such as the Federal Deposit Insurance Corporation, in the case of banks, and the Securities Investor Protection Corporation, in the case of certain broker-dealers, amounts in excess of the stated amounts are subject to risk of total loss, and any non-U.S. Financial Institutions that are not subject to similar regimes pose comparable risk of loss. While in recent years governmental intervention has often resulted in additional protections for depositors and counterparties in connection with Distress Events, there can be no assurance that such intervention will occur in connection with any future Distress Events or that any such intervention undertaken will be successful or avoid the risks of loss, delays or negative impacts on banking or brokerage conditions or markets.

Any Distress Event could have a potentially adverse effect on the ability of KPS to manage a Fund and their investments, and on the ability of KPS, a Fund or any portfolio company to maintain operations, which in each case could result in significant losses and in unconsummated investment acquisitions and dispositions. Such losses could include: (i) a loss of funds; (ii) an obligation to pay fees and expenses in the event a Fund is unable to close a transaction (whether due to the inability to draw capital on a credit line provided by a Financial Institution experiencing a Distress Event, the inability of a Fund to access capital contributions or otherwise); (iii) the inability of a Fund to acquire or dispose of investments, including at prices that the relevant general partner believes reflect the fair value of such investments; and (iv) the inability of KPS or portfolio companies to make payroll, fulfill obligations and/or maintain operations. If a Distress Event leads to a loss of access to a Financial Institution's services, it is also possible that KPS will experience operational burdens and expenses, and a Fund or a portfolio company will incur additional expenses or delays in putting in place alternative arrangements, or that such alternative arrangements will be less favorable than those formerly in place (with respect to economic terms, service levels, availability, access to capital or otherwise). To the extent KPS is able to exercise contractual remedies under the agreements with Financial Institutions in the event of a Distress Event, there can be no assurance that such remedies will be successful or avoid losses, delays or other negative impacts. A Fund and its portfolio companies are subject to similar risks if a Financial Institution utilized by Investors of a Fund or by suppliers, vendors, contractors, service providers or other counterparties of a portfolio company become subject to Distress Events, which could have a material adverse effect on a Fund, its Investors or such portfolio companies.

Many Financial Institutions require, as a condition to using certain of their services (often including lending services), that KPS and/or the relevant Fund maintain all or a set amount or percentage of their respective accounts or assets with that Financial Institution, which heightens the risks associated with a Distress Event with respect to such Financial Institutions. Although KPS seeks to do business with Financial Institutions that it believes are established, well capitalized and capable of fulfilling their respective obligations to the relevant Fund, KPS is under no obligation to use a minimum number of Financial Institutions with respect to any Fund, or to maintain account balances at or below the relevant insured amounts, and the rapid collapse in the first quarter of 2023 of several seemingly well-capitalized and established institutions demonstrates that there are limits to the effectiveness of this approach in avoiding counterparty exposure. Under certain circumstances, such as receiving capital contributions pursuant to a capital call or proceeds from a disposition, a Fund will not be able to maintain account balances at or below any relevant insured amounts.

Conflicts of Interest

KPS and its related entities engage in a broad range of advisory and non-advisory activities, including investment activities for their own account and for the account of other Funds, and providing transaction-related, legal, management and other services to Funds and portfolio companies. KPS will devote such time, personnel and internal resources as are necessary to conduct the business affairs of a Fund in an appropriate manner, as required by the Governing Documents, although a Fund and their respective investments will place varying levels of demand on these over time. In the ordinary course of KPS conducting its activities, the interests of a Fund likely will conflict with the interests of KPS, one or more other Funds, portfolio companies or their respective affiliates in certain circumstances. Certain of these conflicts of interest are discussed herein. As a general matter, KPS will determine all matters relating to structuring transactions and Fund operations using its reasonable judgment considering all factors it deems relevant, but in its sole discretion, subject in certain cases to the required approvals by the Advisory Boards of the participating Funds.

During the commitment period of a Fund, all appropriate investment opportunities will be pursued by KPS principals through such Fund, subject to certain limited exceptions set forth in the Governing Documents and KPS' allocation policies. Without limitation, KPS principals currently manage, and expect in the future to manage, several other investments similar to those in which a Fund will be investing, and expect to direct certain relevant investment opportunities or resources to those investments. KPS personnel reserve the right to manage their own personal investments, whether or not through a formal family office or estate planning structure, to establish trusts, endowments, charitable programs, foundations or similar arrangements, and to pay or receive compensation relating to foregoing. KPS' principals and KPS' investment staff will continue to manage and monitor such investments until their realization. Such other investments that KPS principals expect to control or manage generally have the potential to compete with companies acquired by a Fund. Following the commitment period of a Fund, KPS principals reserve the right to, and likely will, focus their investment activities on other opportunities and areas unrelated to such Fund's investments. To the extent an advisory opportunity is received that is unsuitable for a Fund, in KPS' sole discretion, KPS' and its personnel reserve the right to refer such opportunity to third parties or to make personal investments in the relevant opportunity. Unless restricted by the Governing Documents, KPS personnel are permitted to serve on boards or act in other roles unaffiliated with KPS, a Fund or their portfolio companies, including boards of charitable and educational institutions, public companies and former portfolio companies, and receive

compensation in connection with such services and roles, none of which will offset or otherwise reduce management fees.

KPS expects to be presented with certain investment opportunities that would be suitable not only for a Fund, but also for other Funds and other investment vehicles operated by advisory affiliates of KPS. In determining which investment vehicles should participate in such investment opportunities, KPS and its affiliates are subject to conflicts of interest among the Investors in such investment vehicles. Except as required by the Governing Documents, KPS is not obligated to recommend any investment to any particular investment vehicle. Investments by more than one client of KPS in a portfolio company also have the potential to raise the risk of using assets of a client of KPS to support positions taken by other clients of KPS.

KPS must first determine which Fund(s) will, or are required to, participate in the relevant investment opportunity. KPS generally assesses whether an investment opportunity is appropriate for a particular Fund based on the Governing Documents, as well as factors including but not limited to: (i) the sourcing of the investment opportunity and the nature and extent of involvement in the transaction on the part of the respective teams of investment professionals dedicated to a Fund, (ii) the investment strategy, guidelines or restrictions of a Fund, (iii) the risk profile or the need to resize risk in a Fund's portfolios (including the potential for the proposed investment to create an industry, sector, issuer, geographic or currency imbalance in the relevant portfolio), (iv) the existing portfolio composition and diversification of a Fund, (v) the potential synergies the prospective investment may have with the existing portfolio of a Fund and the value creation plans that KPS has with respect to the existing portfolio of a Fund, (vi) the target return and investment hold period of a Fund, (vii) any applicable transfer, assignment or minimum hold restrictions relating to the investment opportunity, (viii) the amount of capital available for investment by a Fund, (ix) the liquidity then available or anticipated to become available (including through contributions or leverage, if applicable) to a Fund, (x) the availability and degree of leverage and any requirements or other terms of any leverage facilities available to a Fund, (xi) the proximity of a Fund to the end of their commitment period or term, (xii) any tax, regulatory or contractual restrictions or obligations, including any considerations applicable to unfunded pension liabilities, (xiii) the management of any actual or potential conflicts of interest, (xiv) the prevailing market conditions at the time of determination, (xv) the pipeline of potential investment opportunities, (xvi) the pricing of investment opportunities and (xvii) the magnitude of the investment and any outsized or de minimis allocation. For example, a newly organized Fund generally will seek to purchase a disproportionate amount of investments until it is substantially invested. A Fund generally reserves the right to invest together with other Funds advised by an affiliated adviser of KPS in the manner set forth in the Governing Documents. KPS will determine the allocation of investment opportunities among Funds in a way that it believes in good faith is fair and equitable to its clients under the circumstances over time consistent with KPS' obligations and reserves the right to take into consideration factors such as those set forth above. In other circumstances, during the period that a portfolio company is owned by a Fund, it could become a suitable investment for one or more other Funds due to size, revenue, earnings, change in business focus or other characteristics.

KPS expects to permit one or more strategic investors (which may consist of third parties and Investors that are not affiliates of KPS) to invest in transactions in which a Fund invests if KPS determines that their investment would be beneficial in consummating such Fund's investment (including, without limitation, where the Investors can provide local partnership or expertise in the

jurisdiction in which the applicable portfolio company is located or where an Investor can commit to invest a significant amount of capital in a short period of time or otherwise under circumstances where KPS determines that it is not practicable to offer one or more of the unaffiliated Investors the opportunity to co-invest in the transaction), successfully operating the portfolio company or its assets, disposing of the investment or otherwise adding value to such Fund's investment because of certain relationships, skills or attributes of the strategic investor. KPS is permitted to share Deal Fees with such strategic investors, and in no event will any Deal Fees attributable to the investment made by a strategic investor in a portfolio company of a Fund be offset against the management fee otherwise payable by a Fund. The carried interest, management or advisory fees or expenses payable by such strategic investors, if any, may be calculated solely with respect to such co-investment and, if such strategic investor is also an Investor, may be different from the carried interest, management or advisory fees or expenses otherwise payable by such Investor in respect of a Fund. Any carried interest and management fee or advisory fees received by KPS in connection with a strategic investor's co-investment will incentivize KPS to favor such strategic investor vis-à-vis a Fund. In addition, any such arrangements may result in a Fund investing less capital than it otherwise would have in such transactions or offering fewer (if any) co-investment opportunities to Investors of a Fund.

KPS is permitted to, subject to a Fund's priority right and investment allocation considerations, offer the opportunity to invest in any transaction that a Fund has or intends to undertake to one or more Investors, in their individual capacities, and/or any third party that is not an investor in a Fund, including strategic investors, Industry Consultants and/or service providers (collectively, "co-investors"), on such terms and conditions as KPS will determine in its sole discretion. There is no guarantee that any specific Investor, or that Investors in general, will be offered any co-investment opportunity, including in circumstances where other investors in a Fund are offered a co-investment opportunity. Each co-investment opportunity (should any exist) is likely to be different and allocation of each such opportunity will be made in such proportions as KPS determines in its sole discretion and will generally be dependent upon the facts and circumstances specific to that particular situation (e.g., timing, industry, size, geography, projected holding period, exit strategy and counterparty). As a general matter, a general partner, in determining the allocation of discretionary co investment opportunities, expects to take into account various facts and circumstances deemed relevant by a general Partner. Such factors will include, among others, whether a co-investor adds strategic value, sophistication, speed of execution, certainty of closing or tenure as an existing Investor, whether a potential co-investor expressed an interest in evaluating co-investment opportunities or a commitment to making co-investment funds available, whether a potential co-investor has a history of participating in co-investment opportunities with KPS, regulatory and administrative simplicity, industry expertise or other similar synergies, and such other factors that KPS deems relevant under the circumstances, including factors that may benefit KPS (such as the likelihood that a co-investor will invest in a future Fund). The factors listed in the foregoing sentence are neither presented in order of importance nor weighted. In addition, an Investor may be offered fewer co-investment opportunities than Investors with the same, larger or smaller capital commitments in a Fund, and some Investors will receive no such offers while other Investors with capital commitments of the same, higher or lower amount will receive substantial offers for such opportunities. In addition, a general partner is permitted to offer any such opportunities in its sole discretion to one or more Investors to the exclusion of all other Investors, or to one or more third parties, in addition to or to the exclusion of, any Investors.

While co-investment opportunities will generally be allocated by KPS in its discretion using the criteria described above, KPS expects to give particular Investors priority access to co-investment opportunities. The existence of such priority co-investment rights could affect KPS' decision to offer certain opportunities for co-investment and could limit the ability of a Fund or the Investors to be offered certain co-investment opportunities. In addition, KPS may be incentivized to offer certain Investors or Funds the opportunities to co-invest because the amount of carried interest and/or management fee to which KPS is entitled under arrangements made with such Investors or Funds, which could depend on, among other things, the extent to which such Investors or Funds participate, or are offered the opportunity to participate, in co-investments. Such priority co-investment rights or incentives will give rise to conflicts of interest, and there can be no assurance that any co-investment opportunities will be made available to a Fund or any Investor. KPS reserves the right to charge a management fee or similar fees and/or carried interest to co-investors in respect of co-investments (which fees and/or carried interest, if charged, are expected to differ from that charged to a Fund), as it determines in its sole discretion.

With respect to each investment in which co-investors co-invest (or propose to co-invest) with a Fund, any investment expenses related to such investments will, except as otherwise determined to be equitable by KPS in its discretion (such as when such investment involved material structuring or other expenses that were incurred exclusively for the benefit of a Fund or such potential co-investors), generally be borne by a Fund and such co-investors in proportion to the capital committed by each to such investment (or proposed to be committed to each such investment). However, notwithstanding the foregoing, KPS is permitted to, in its sole discretion, structure any co-investment opportunity such that the participants in such co-investment opportunity do not bear any broken deal expenses, such as where a general partner determines in its sole discretion that such allocation would (i) be in the interest of a Fund, (ii) not result in a Fund incurring material additional costs compared to the costs that a Fund would have incurred had there been no co-investors or (iii) be impracticable to determine (e.g., because the transaction terminated before co-investors' commitment amounts could be determined or before co-investors were bound to participate in the transaction). In certain cases, KPS will be unable (or unwilling) to cause prospective co-investors to bear broken deal expenses because such prospective co-investor will not have made a legally binding commitment to bear such expenses at the time such broken deal expenses are incurred. In such cases, co-investors will not be entitled to receive any break-up fees or similar fees earned with respect to such transaction (and in such case, such Fund shall bear all such broken deal expenses and shall be entitled to any such break-up fees or other similar fees). As a result, in such cases, expenses relating to unconsummated investments or co-investment funds that fail to close, including any broken deal expenses, will be borne exclusively by such Fund, without regard to whether some portion of such prospective investment has been, or will be, offered to one or more co-investors. As a general matter, in such instances, broken deal expenses will be allocated among all partners regardless of whether any individual Investor negotiated for an elective or automatic contractual right that would have excused such Investors from participating in the applicable investment. Moreover, to the extent a Fund makes use of a credit facility to invest in a portfolio company or pay related expenses, it generally will not be reimbursed separately by co-investors for the costs of establishing, negotiating or maintaining the facility as a whole.

There continues to be a significant market for secondary sales, general partner-led transactions, continuation funds, successor fund investments and other transactions, and KPS reserves the right to dispose of (or seek additional capital for) Fund investments through such means. Many of these

transactions involve an auction process run by an investment bank and a buyer (or buyer group) that agrees to purchase all or a portion of one or more investments that will continue to be managed by KPS following the transaction. Such transactions are permitted to be undertaken for various reasons, including, for example, to balance competing interests between offering liquidity to existing Investors and maintaining exposure to an asset where KPS believes there is the potential for additional value generation. Where undertaken, existing Investors typically are offered certain options relating to receiving liquidity from the transaction or continuing to maintain exposure to the asset, assets or a new portfolio of assets (including a portfolio that combines assets from multiple Funds sponsored by KPS and its affiliates), often on different terms than their original investment in the Fund. However, certain of such transactions are expected to involve: an Investor investing (or being required to invest) additional capital in the existing Fund and/or other investment vehicles; a greater exposure to one or more particular portfolio companies; and/or a delay in the full liquidation of the Fund's investment. In other circumstances, even Investors that elect to continue to hold a direct or indirect interest in the relevant portfolio company will have their interest adjusted as if distributed (i.e., a portion of such interest will be allocated to the relevant general partner to the extent of its right to receive carried interest, if any), effectively diluting their interests.

Each of these transactions has the potential for conflicts between the interests of a Fund or Investor and those of KPS or any buyer group that typically are not applicable to more traditional investment sales. For example, in circumstances where KPS or an affiliate will continue to manage and receive fees and/or performance-based compensation relating to the subject assets following the transaction (potentially in addition to performance-based compensation earned by the relevant general partner on the sale of an asset from an existing Fund in such transaction), their incentives are expected to diverge from those of Investors who elect to sell their interests. Similarly, there are potential conflicts of interest among the selling Fund, KPS, the relevant general partner and any buyer group relating to the valuation and consideration offered for the subject investment(s). To the extent KPS requires existing Investors and/or new buyers to commit capital to a continuation fund or another Fund managed by KPS, in addition to the purchase amount paid in a transaction (including commitments to the relevant Fund in specified ratios to the purchase price), such requirement is expected to have a dilutive effect on the purchase price for the selling Fund and its Investors. There can be no assurance that any such transaction will accurately reflect the fair market value of the investment(s) being sold. Further, the relevant general partner is expected to be incentivized, including through the possibility of receiving additional compensation, to make investments in portfolio companies with the view of holding such investments for longer periods of time or to make investments that it would not otherwise have made if the possibility of liquidity through a secondary transaction did not exist. Where co-investors historically have been invested in an investment subject to such a transaction, there can be no assurance that they will receive the same liquidity or other options as Investors in the relevant Fund, and in such circumstances KPS reserves the right to compel co-investors to receive cash or continue to hold an interest in the relevant investment. In other circumstances, certain Investors will not be permitted to continue to maintain exposure to the asset(s) due to a lack of eligibility to invest in a continuation vehicle under relevant securities, tax or other considerations. Although relevant potential conflicts of interest are disclosed to Investors and/or the relevant Advisory Board prior to the closing of the transaction, there can be no assurance that KPS will successfully identify all conflicts of interest or resolve or mitigate all such conflicts of interest in favor of Fund or any individual Investor or group of Investors. However, KPS reserves the right, in its sole discretion, to determine to engage in such transactions, subject to any approvals required in the relevant Governing Documents. KPS is permitted to seek the consent of the relevant

Fund's Advisory Board to approve conflicts associated with such transactions and accordingly not all Investors will necessarily be able to approve or disapprove of such transactions. Similar to any prospective sale or disposition of Fund investments, to the extent such transactions are not consummated, a Fund is expected to bear all of the related costs in the absence of an agreement with other parties to bear a portion of such costs.

KPS and its affiliates are permitted to establish a continuation fund for purposes of acting as a continuation vehicle with respect to one or more investments requiring capital that a Fund is not able and/or willing to provide or that cannot be disposed of prior to the expiration of a Fund's term, among other purposes, and, subject to certain limitations, a Fund is permitted to sell one or more of its assets, including any blocker corporations, to any such continuation fund, or a Fund could effect a transfer through any alternative structure, including through an in-kind distribution and/or contribution of assets, or a merger of a Fund or a related vehicle with another entity, or otherwise at a price based on Price Validation (as defined below) and on such other terms that a general partner believes to be fair and reasonable to a Fund, so long as all of the following conditions have been met prior to the closing of such transaction: (a) the consideration for such transaction has been validated pursuant to (i) a fairness opinion from an independent financial advisor, (ii) the participation in such transaction, at a reasonably contemporaneous time, by a third party not affiliated with the general partner on substantially the same economic terms and in an amount the relevant general partner reasonably determines to be material, in each case, relative to a Fund's participation therein, or (iii) a competitive auction (each of the foregoing, a "Price Validation"); (b) the relevant general partner has submitted to the relevant Advisory Board written materials describing the transaction and the Price Validation and made itself available to answer any questions the relevant Advisory Board may have regarding such written materials and the Price Validation; and (c) the relevant Advisory Board has consented to such transaction. Similarly, such general partner reserves the right, in its sole discretion, to structure the realization of an investment to offer one or more partners (and/or one or more co-investors or other direct or indirect investors in such investment) the ability to continue holding a retained interest in such investment, including by way of making a distribution in kind to such investor. Given that a general partner or its affiliates could charge management fees, carried interest or other compensation (including reimbursements for costs and expenses) in connection with any continuation fund or retained interest, a general partner can potentially benefit to a greater extent in pursuing a continuation fund or retained interest over other types of transactions when structuring a Fund's exit from any investment. This creates the potential for conflicts of interest, and such conflicts will not restrict a general partner from utilizing a continuation fund or retained interest if it determines to do so in its sole discretion and such utilization is permitted by the Governing Documents.

Subject to applicable legal, tax, regulatory, accounting, political, national security or similar reasons, a general partner expects to offer Investors the right to participate in any such continuation fund pro rata based on their investment percentages with respect to the assets being sold (or otherwise transferred or contributed) to such continuation fund. It is possible that new Investors will be subscribing for interests in the continuation fund ("Funding Investors") alongside Investors that will be rolling their interests in the underlying investments ("Rolling Investors") and that Funding Investors could participate in any such continuation fund on terms that are more or less favorable than the terms offered to Rolling Investors, resulting in additional conflicts of interest between the interests of Funding Investors and Rolling Investors. In addition, Funding Investors could participate on terms that could result in dilution of Rolling Investors' indirect interests in the

relevant underlying investments and could adversely affect returns to such Rolling Investors. Also, as a consequence of the potential for Funding Investors to be offered preferred economics in the continuation fund, the amount and timing of returns to a Rolling Investors from a continuation fund will not always be the same as those for the Funding Investors, which can be paid in priority to returns to the Rolling Investors. Similarly, the terms applicable to any Investor's retained interest can potentially be less favorable than the terms applicable to other interests in the relevant underlying investment that are sold by a Fund.

As further disclosed in the Governing Documents, the KPS Partners reserve the right to invest in different or overlapping levels of a portfolio company's capital structure with a Fund, include but are not limited to investments in debt instruments issued by portfolio companies. In such circumstances, there is a potential for conflicts of interest in determining the terms of each such investment. Questions may arise subsequently as to whether payment obligations and covenants should be enforced, modified or waived, or whether debt should be refinanced or restructured. In troubled situations, decisions including whether to enforce claims, or whether to advocate or initiate a restructuring or liquidation inside or outside of bankruptcy, and the terms of any workout or restructuring may raise conflicts of interest. Because of the different legal rights associated with debt and equity of the same portfolio company, KPS may face a conflict of interest in respect of the advice it gives to a Fund, and the actions KPS Partners take on their own behalf in respect of such debt investments (e.g., the terms of debt instruments, the enforcement of covenants, the terms of recapitalizations and the resolution of workouts or bankruptcies). In general, it is expected that the relatively small size of the KPS Partners' investments in debt, as well as their investments in a Fund and their share of carried interest, will serve to materially reduce this conflict of interest; however, it may not be mitigated entirely.

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

Subject to any relevant restrictions or other limitations contained in the Governing Documents, KPS will allocate fees and expenses in a manner that it believes is fair and equitable to its clients under the circumstances over time and considering such factors as it deems relevant, but in any case in its sole discretion. In exercising such discretion, KPS expects to be faced with a variety of potential conflicts of interest.

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

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

Additionally, a portfolio company typically will reimburse KPS or service providers retained at KPS' discretion for expenses (including without limitation travel expenses) incurred by KPS or such service providers in connection with its performance of services for such portfolio company. Service provider expenses are required to be reimbursed whether or not there is overlap in expertise, function or services performed by KPS personnel. This subjects KPS and its affiliates to conflicts of interest because a Fund generally does not have an interest or share in these reimbursements, and the amount of such reimbursements over time is expected to be substantial. KPS determines the amount of these reimbursements for such services in its own discretion, subject to its internal reimbursement policies and practices. Although the amount of individual reimbursements typically is not disclosed to Investors in any Fund, their effect is reflected in each Fund's audited financial statements, and any fee paid or expense reimbursed to KPS or such service providers generally is subject to: agreements with or review by sellers, buyers and management teams; the review and supervision of the board of directors of or lenders to portfolio companies; and/or third party co-investors in its transactions. These factors help to mitigate related potential conflicts of interest.

In connection with its services to a Fund and their investments, KPS, its affiliates and personnel expect to receive the benefit of certain tangible and intangible benefits. For example, in the course of KPS' operations, including research, due diligence, investment monitoring, operational improvements and investment activities, KPS and its personnel expect to receive and benefit from information, "know-how," experience, analysis and data relating to Fund or portfolio company (as applicable) operations, terms, trends, market demands, customers, vendors and other metrics (collectively, "KPS Information"). In many cases, KPS Information will include tools, procedures and resources developed by KPS to organize or systematize KPS Information for ongoing or future use. Although KPS expects its Funds and their portfolio companies generally to benefit from KPS'

possession of KPS Information, it is possible that any benefits will be experienced solely by other or future Funds or portfolio companies (or by KPS and its personnel) and not by a Fund or portfolio company from which KPS Information was originally received. KPS Information will be the sole intellectual property of KPS and solely for the use of KPS. KPS reserves the right to use, share, license, sell or monetize KPS Information, without offsetting or otherwise reducing management fees, and the relevant Fund or portfolio company will not receive any financial or other benefit of such use, sharing, licensure, sale or monetization. Additionally, expenses relating to a Fund or portfolio companies are expected to be charged using credit cards or other widely available third-party rewards programs that provide airline miles, hotel stays, travel rewards, traveler loyalty or status programs, “points,” “cash back,” rebates, discounts and other arrangements, perquisites and benefits under the available terms of such reward programs. Such programs are expected to vary over time, and any such rewards (whether or not de minimis or difficult to value) generally will inure to the benefit of the personnel participating in the rewards program, rather than the portfolio companies, a Fund or its respective Investors; no such rewards will offset or reduce management fees. KPS generally exercises its discretion to recommend to a Fund or to a portfolio company thereof that it contract for services with certain service providers, and such service providers are expected to include: (i) KPS or a related person of KPS (which is permitted to include a portfolio company of such Fund); (ii) an entity with which KPS or its affiliates or current or former personnel has a relationship or from which KPS or its affiliates or their personnel otherwise derives financial or other benefit, including relationships with joint venturers or co-venturers, or relationships where KPS personnel are seconded, or from which KPS receives secondees; or (iii) certain Investors or their affiliates. For example, KPS expects to be presented with opportunities to receive financing and/or other services in connection with a Fund’s investments from certain Investors or their affiliates that are engaged in lending or related business. This discretion subjects KPS to conflicts of interest if such recommendation, for example, is motivated by a belief that the service provider or its affiliate(s) will continue to invest in one or more Funds, will provide KPS Information about markets and industries in which KPS operates (or is contemplating operations) or will provide other services that are beneficial to KPS or one or more other Funds. KPS expects to be subject to a potential conflict of interest in making such recommendations, in that KPS has an incentive to maintain goodwill between it and the existing and prospective portfolio companies for a Fund, while the products or services recommended may not necessarily be the best available to a Fund or its portfolio companies. Although KPS selects service providers that it believes are aligned with its operational strategies and will enhance portfolio company performance and, relatedly, returns of the relevant Fund, KPS has a potential incentive to recommend the related or other person (including an Investor) because of its financial or other business interest. There is a possibility that KPS, because of such belief or for other reasons (including whether the use of such persons could establish, recognize, strengthen and/or cultivate relationships that have the potential to provide longer-term benefits to the relevant Funds or KPS), would favor such retention or continuation even if a better price and/or quality of service could be obtained from another person. This discretion subjects KPS to conflicts of interest, because although KPS selects service providers that it believes are aligned with its operational strategies and will enhance portfolio company performance and, relatedly, returns of the relevant Fund, KPS has a potential incentive to recommend the related or other person (including an Investor) because of its financial or other business interest. There is a possibility that KPS, because of such belief or for other reasons (including whether the use of such persons could establish, recognize, strengthen and/or cultivate relationships that have the potential to provide longer-term benefits to the relevant Funds or KPS), would favor such retention or

continuation even if a better price and/or quality of service could be obtained from another person. KPS will not necessarily seek out the lowest cost options when incurring (or causing a Fund or its portfolio companies to incur) such expenses. Although KPS generally seeks appropriate rates for services, it reserves the right to prioritize prior usage, perceived quality, sector competence or expertise, familiarity, onboarding speed or other factors in retaining or recommending service providers. Additionally, KPS expects certain service providers, their affiliates and personnel to invest in, or co-invest alongside, one or more Funds, and due to the nature of the service provider relationships and the timing of services these persons have the potential to have information advantages relative to other investors or co-investors, and likely will be offered co-investment opportunities before such opportunities are presented to other interested prospective co-investors. Based on the foregoing factors, Investors should not expect service providers to KPS or any Fund to provide services that will be the most beneficial to any Investors.

In certain circumstances where KPS commits or has committed to seek “market” or “arm’s-length” rates or terms, KPS will do so in its sole discretion, seeking rates that it has determined in its sole discretion to be reflective of the range of rates in the applicable or related markets. KPS reserves the right to deem third-party investment in a transaction to be verification that the transaction was entered into at a value that is “arm’s-length.” KPS reserves the right to deem third-party investment in a transaction to be verification that the transaction was entered into at a value that is “arm’s-length.” Consequently, KPS undertakes no minimum amount of benchmarking, and does not represent that any such benchmarking ultimately will be accurate, comparable or relate specifically to the assets, services, geographies or comparable markets to which such rates or terms relate. Where such rates or terms include hourly components, KPS reserves the right to rely on approximations or estimates of time spent for purposes of allocating or charging for services. Any methodology, or choice among methodologies, involves potential conflicts of interest. Whether or not KPS has a relationship or receives financial or other benefit from recommending a particular service provider, there can be no assurance that no other service provider is more qualified to provide the applicable services or could provide such services at lesser cost.

Certain advisors and other service providers (including, without limitation, accountants, administrators, lenders, bankers, brokers, attorneys, consultants, investment or commercial banking firms, developers or property managers and certain other advisors and agents) to a Fund, KPS and/or certain entities in which a Fund has an investment, or affiliates of such advisors or service providers, could also provide goods or services to or have business, personal, political, financial or other relationships with KPS, its affiliates, a Fund or their respective portfolio companies. Such advisors or service providers (or their employees) could potentially be Investor, KPS and/or their respective affiliates, sources of investment opportunities, co-investors or commercial counterparties or entities in which KPS and/or a Fund have an investment, and payments by a Fund and/or such portfolio companies may indirectly benefit KPS and/or a Fund. Additionally, certain KPS employees could have family members or relatives employed by advisors and service providers. These service providers and their affiliates could contract or enter into any custodial, financial, banking, advising or brokerage, placement agency or other arrangement or transaction with a Fund, the general partner, KPS, any Investor or any portfolio company in which a Fund has made an investment. These relationships are expected to influence the relevant general partner or KPS in deciding whether to select or recommend such a service provider to perform services for a Fund or a portfolio company (the cost of which will generally be borne directly or indirectly by a Fund). While KPS will seek to manage such potential conflicts of interest in good faith and select a service provider

with a view to directly or indirectly reduce costs to a Fund, other Funds and/or their portfolio companies and/or improve the performance or efficiency of any of the foregoing, other service providers could ultimately prove to be more qualified to provide the applicable services or could provide such services at lesser cost. A number of factors, including the particular relationship with a service provider and the nature of its services (which may be specialized or customized to meet the needs of KPS and a Fund and portfolio companies in ways that other providers may not offer), could result in such service provider's fees, costs and expenses not always being comparable to those charged for such services by other third parties and, consequently, there may be limited or no cost savings from the retention of such service provider. Service provider fees, costs and expenses generally will be borne by such Funds either directly or indirectly (such as in cases where a portfolio company of a Fund receives and bears the costs of such services) and will reduce the actual returns to Investors. For the avoidance of doubt, subject to the Governing Documents, any fees received by a service provider or their personnel generally will not offset the management fee. KPS retains its discretion to select service providers for any services to be provided to a Fund after weighing all factors that KPS deems relevant, including price, quality of service and the ability of a service provider to meet KPS' specific requirements, and KPS will not have an obligation to evaluate alternative providers or to compare pricing for such service provider's services.

In certain circumstances, current or former KPS personnel are expected to serve in interim or part-time roles at a portfolio company, or provide services to a portfolio company as a secondee or in similar capacities, whether or not while maintaining certain legacy economic arrangements, benefits, support services or indicia of employment at KPS. Under such arrangements, KPS and/or the relevant portfolio company is authorized to pay all or a portion of the personnel costs of such employee, or supervise or oversee such employee. These arrangements have the potential to create conflicts of interest, in that amounts paid by a portfolio company in connection with secondee relationships (including compensation, benefits and other incentives or opportunities (including investment opportunities)) or to former personnel generally will not offset or reduce the management fee. Due to the nature of secondee relationships, which are often initiated to meet a temporary portfolio company need, the arrangements between such personnel and the related portfolio company are expected to change over time, and in many cases will be terminated when the portfolio company is sold or when the position can be filled on a longer-term or permanent basis. Personnel may or may not return to KPS at the end of such secondee arrangement.

In addition, as described above, portfolio companies and, a Fund typically pay certain fees to, and reimburse expenses of, Industry Consultants and other consultants (including consultants introduced or arranged by KPS and/or its affiliates that regularly provide services to one or more portfolio companies), and such amounts do not offset or reduce the management fee as described herein. Industry Consultants generally make use of KPS resources or otherwise are associated with KPS. KPS and/or its affiliates reserve the right to agree to compensate certain of such persons to the extent portfolio company-related compensation falls below certain specified levels on an aggregate annualized basis, or provide other compensation. Industry Consultants are expected to include former personnel of KPS or certain portfolio companies, and in some circumstances former Industry Consultants are expected to become KPS personnel or personnel of portfolio companies. Consequently, the determination of whether individuals are Industry Consultants is expected to vary and/or be revisited, which poses potential conflicts of interest where certain changes in status or categorization would reduce costs that KPS otherwise would be required to bear. Industry Consultants generally receive investment opportunities, reimbursements and other compensation

that do not offset or reduce the management fee of any Fund, as described herein, and the use of Industry Consultants is expected to fluctuate and/or expand over time. To the extent that Industry Consultants are paid retainers or guaranteed minimum compensation amounts, there is the possibility that certain portfolio companies or Funds will bear a greater share of such compensation due to the utilization of the Industry Consultant's services at a time when fewer portfolio companies or Funds make use of such Industry Consultant. Under many of these arrangements, including where Industry Consultants are paid a flat fee, there can be no assurance that the amount of compensation paid in a particular year will be proportional to the amount of hours worked or the amount of tangible work product generated by the Industry Consultant. Although the use of Industry Consultants and the allocation of compensation paid to them by KPS, its affiliates and/or the portfolio companies subjects KPS and/or its affiliates to potential conflicts of interest, KPS believes that such potential conflicts have the potential to be reduced by the anticipated cost savings to portfolio companies (which is expected to be to the benefit of the applicable Fund(s)) that will result if the cost of the Industry Consultants is lower than market rates for the services provided and/or if the services of the Industry Consultants align with KPS' model for the portfolio company and improve portfolio company performance. Although KPS seeks to retain Industry Consultants with a view to reducing costs to portfolio companies (and, ultimately, a Fund) and/or improving portfolio company performance, a number of factors may result in limited or no cost savings from such retention. KPS also seeks to reduce potential conflicts of interest resulting from such arrangements by structuring compensation packages for such persons in a manner that KPS believes will align such persons' interests with those of a Fund, Investors and seeks to retain only Industry Consultants and service providers which it believes provide a level of service at a value generally consistent with other relevant market alternatives. However, there can be no assurance that no other service provider is more qualified to provide the applicable services or could provide such services at lesser cost.

Although uncommon, KPS reserves the right to cause a Fund to enter into a transaction whereby a Fund (i) purchases securities from, or sells securities to, other Funds managed by KPS, or co-investors or co-investment vehicles or (ii) co-invests alongside such other Funds or co-investors. Such transactions may arise in the context of automatic or other re-balancing of an investment among parallel investing entities or in contexts where a portfolio company owned by one Fund is acquired by a portfolio company acquired by another Fund. In some cases a portfolio company of one Fund will be merged with or into a portfolio company owned by another Fund. Any of these transactions raise potential conflicts of interest, including where: (i) the investment of one Fund supports the value of portfolio companies owned by another Fund; or (ii) the transaction allows KPS or its affiliates to realize carried interest or receive future management fees or other compensation with respect to such investments. These conflicts are heightened to the extent the relevant securities are illiquid or do not have a readily ascertainable value, and there generally can be no assurance that the price at which such transactions are entered into represent what would ultimately be the underlying investment's fair value. To the extent required by the Governing Documents or otherwise in the sole discretion of KPS, KPS reserves the right to seek to mitigate such conflicts by seeking input from an unaffiliated third party (including the use of a consultant or investment banker paid for by the relevant Fund(s) to opine as to the fairness or "arm's-length" nature of a purchase or sale price, whether or not part of a formal fairness opinion, "request for proposal" process, or proposal or quotation provided exclusively for the benefit of KPS) or by obtaining the consent of the relevant Fund(s) (including, where authorized, the consent of each Fund's Advisory Board) to such transactions. KPS reserves the right to determine that the willingness of a third party to make an investment on the same or similar terms demonstrates the

fairness of the relevant transaction (including its value) to a Fund under then-current market conditions and therefore determine not to obtain a consent or fairness opinion (except where required by applicable law). KPS intends that any such transactions be conducted in a manner that it believes to be fair and equitable to each Fund under the circumstances, including a consideration of the potential present and future benefits with respect to each Fund. Further, cross transactions are expected to arise in the context of automatic or other re-balancing of investments among parallel investing entities, and in such circumstances KPS generally will not seek a fairness opinion or Advisory Board consent given that such transactions typically are effected close in time to the initial Fund's investment or pursuant to authorizing provisions in the relevant Governing Documents.

A Fund may invest in portfolio companies that service portfolio companies or assets of another Fund. KPS believes that the use of these arrangements is beneficial to all of the Funds involved, either through the creation of a viable captive service provider, access to a private service provider not generally available in the market, or because the investment team has determined that the service provider is the most appropriate choice in the market to provide such services. However, in each case, the relevant Fund invested in the company providing services may benefit from any fees paid to such servicing company.

In certain cases, KPS may in the future determine that it would be in the best interest of a Fund to provide an opportunity for Investors to obtain liquidity for all or a portion of their interests or their interests in particular investments prior to the end of such Fund's term. In such situations, KPS may seek to raise capital from third parties (including Investors) who wish to directly or indirectly acquire interests in one or more portfolio companies from such Fund, including through the creation of a new investment fund or similar continuation vehicle which would be advised by KPS, in which KPS may invest, and from which KPS may receive fees and/or carried interest. KPS may, but will not be obligated to, offer for the Investors to reinvest in the relevant investment through the applicable continuation fund via roll-over equity. KPS may seek to require the purchasers to make commitments to a successor fund and/or its parallel funds advised by KPS or accept the terms of disposition offered by the new Investors for the portfolio company interests which may or may not accurately reflect fair market value of such interests in circumstances where it has the right to receive such ongoing economics. KPS or its affiliates may also invest in any such continuation vehicle, including, but not limited to, through a rollover of its existing ownership interest and/or carried interest entitlement. Because KPS and/or its affiliates will have the opportunity to earn additional management fees and/or receive additional carried interest and other economic benefits in respect of such transactions, because KPS may also invest in any such vehicle, and because each purchaser's commitment to acquire interests in a successor fund and/or its parallel funds could be conditioned upon completion of the transaction, KPS will have potential conflicts of interest with respect to any such transaction, including in determining the terms and participants in connection with such transaction. Such transactions may present other additional inherent conflicts of interest.

Although KPS generally structures Funds to avoid circumstances in which one Fund ultimately bears liability for all or part of the obligations of another Fund or any KPS affiliate, in certain circumstances lenders and other market participants negotiate for the right to face only select Fund entities, which may result in a single Fund being solely liable for other Funds' share of the relevant obligation and/or joint and several liability among Funds. In such cases, KPS intends to cause the relevant other Funds to enter into a back-to-back guarantee, indemnification or similar reimbursement arrangement, although a Fund undertaking the obligation in the first instance

generally will not receive compensation for being primarily liable under these arrangements. In other circumstances, lenders and other market participants are expected to seek “cross default” rights under which a Fund will be treated as in default under the relevant facility in the event of a default by another Fund or a KPS affiliate relating to their respective lending or other facilities; if any such provision were to be triggered, a Fund’s Investors could suffer adverse effects resulting from any default by any Fund or a KPS affiliate, whether or not related to a Fund in which such Investors have invested.

KPS and/or its affiliates reserve the right to employ personnel with pre-existing ownership interests in portfolio companies owned by a Fund or other investment vehicles advised by KPS and/or its affiliates; conversely, current or former personnel or executives of KPS and/or its affiliates are expected to serve in significant management roles at portfolio companies or service providers recommended by KPS. Similarly, KPS, its affiliates and/or personnel maintain relationships with (or may invest in) financial institutions, service providers and other market participants, including but not limited to managers of private funds, banks, brokers, advisors, consultants, finders (including executive finders and portfolio company finders), executives, attorneys, accountants, institutional investors, family offices, lenders, current and former personnel, and current and former portfolio company executives, as well as certain family members or close contacts of these persons. Certain of these persons or entities will invest (or will be affiliated with an Investor) in, engage in transactions with and/or provide services (including services at reduced rates) to, KPS and/or its affiliates, and/or a Fund or other investment vehicles they advise. In other circumstances, these vendors are expected to provide personal banking, private wealth or lending arrangements (including lending arrangements with respect to personal investments in or through KPS entities, whether or not relating to financing obligations of KPS personnel to fund the general partner commitment obligations) to KPS personnel and their estate planning vehicles.

KPS, its affiliates, and equity holders, officers, principals and personnel of KPS and its affiliates reserve the right to buy or sell securities or other instruments that KPS has recommended to a Fund. In addition, officers, principals and personnel reserve the right to buy securities in transactions deemed unsuitable for a Fund, but will not in such circumstances be required to share in, reimburse or compensate the relevant Fund for due diligence or other expenses (including broken deal expenses) incurred by a Fund in connection with a Fund’s consideration of the relevant investment opportunity. Any such transactions are subject to any restrictions in the Governing Documents and any related policies and procedures set forth in KPS’ Code of Ethics. The investment policies, fee arrangements and other circumstances of these investments generally vary from those of any Fund. Personnel and related persons of KPS have, and are expected to continue to have, capital investments in or alongside certain Funds, or in prospective portfolio companies directly or indirectly, as well as in investment vehicles (including private funds) sponsored by potential competitors, and therefore expect to have additional potential conflicting interests in connection with these investments.

A Fund’s general partner generally is permitted to receive a distribution in kind from such Fund, including in connection with investment dispositions, the payment in kind of amounts owed to the general partner as carried interest or the establishment of any continuation vehicle with respect to one or more investments. The valuation of such securities for such purposes will be determined as set forth in the Governing Documents. In such circumstances, there is a potential conflict of interest between the general partner (and its beneficial owners) and a Fund’s Investors. For example, the

general partner and its beneficial owners may intend to hold the investment for a different time period than KPS deems suitable for a Fund. Although the general partner and its beneficial owners bear the risk that the value of such securities will decrease during their holding period, to the extent the value of the relevant securities increases following a Fund's disposition thereof, neither such Fund nor its Investors (to the extent that such Investors elected to dispose of their share of securities) will benefit from the increase, and over time the economic benefit to the general partner and its beneficial owners could exceed the value of the general partner's pro rata interest in a Fund and the amount of carried interest owed. To the extent the beneficial owners of a general partner contribute such securities to a charity (including to a private foundation or other charitable organization associated with, operated or chosen by such persons or their families), any tax efficiencies or other personal benefits associated with the contribution will inure to the benefit of such beneficial owners rather than to a Fund or its Investors.

Except to the extent prohibited by the Governing Documents, KPS and its personnel are permitted to market, organize, sponsor or act in other capacities (including as director, founder or manager) for other pooled investment vehicles or accounts, the investment or business strategy of which does not overlap with a Fund(s) and to receive compensation (including in the form of management fees, performance-based compensation, founders' equity or similar interests) relating thereto. Subject to any limitations imposed by the Governing Documents and anti-"assignment" provisions of the Advisers Act, KPS and its personnel are also permitted to offer, restructure and monetize interests in KPS.

Because there is a fixed investment period after which capital from Investors in a Fund may only be drawn down in limited circumstances and because management fees are, at certain times during the life of a Fund, based upon capital invested by such Fund, this fee structure creates an incentive to deploy capital when KPS may not otherwise have done so.

The Governing Documents provide KPS with wide-ranging authority to make determinations, including those related to investment purchases and dispositions (and their timing), valuation and other matters that have the potential to affect the compensation of a general partner and its affiliates. In making such determinations, KPS is subject to potential conflicts of interest. For example, the potential to earn additional compensation can create an incentive for a general partner to make investments and to hold investments longer than otherwise would be the case in the absence of a Fund's management fee and carried interest compensation arrangements. A general partner expects to be incentivized to cause a Fund to make investments and hold on to investments (and to delay or forego a determination that the investments are Impaired Value Investments in the manner described in the Governing Documents in order to generate greater ongoing management fees and, potentially, larger carried interest distributions than would otherwise be the case if such investments had not been made or held (or if such determination had not been made), including because of the possibility that the investments' values will appreciate in the future.

Where the management fee is calculated taking into account the valuation of an investment, including a determination of whether an investment has become an Impaired Value Investment, a general partner will have incentives to make determinations that result in the continued payment of, or a higher, management fee. Where the Governing Documents do not require management fees to be reduced in connection with investment reorganizations, restructurings, extraordinary dividends or similar transactions, a general partner expects to be incentivized to pursue such transactions.

Additionally, the amount of carried interest owed to a general partner is dependent in part on the amount and timing of investment dispositions, as well as in certain instances determinations that investments are Impaired Value Investments, and a general partner expects to be subject to related conflicts of interest in determining whether and when to dispose of investments, make distributions, and/or determine that an investment is an Impaired Value Investment, within the requirements of the Governing Documents.

The Governing Documents provide a general partner with wide-ranging authority on the determination of Impaired Value Investments, and the criteria used by a general partner or its affiliates in valuing an investment, or determining whether an investment is an Impaired Value Investment, has the potential to be subjective, to be influenced by market information and other factors, and to vary over time. There can be no assurance that a third party or Investor would agree with the substance or timing of a general partner's determination that an investment is an Impaired Value Investment, and, except as set forth in the Governing Documents, neither a general partner nor its affiliates is obligated to follow any third-party methodology in making its determination on whether an investment meets the relevant standards or whether value can be recovered or retained during a Fund's holding period. In making its determination, a general partner is entitled to make its own determination taking into account all facts and circumstances it deems relevant, subject to the provisions of the Governing Documents. As a general matter, the standards for determining Impaired Value Investments are intended to be high, and are not intended to apply to investments experiencing partial or temporary declines in value. Because the amount of compensation to a general partner and its affiliates is dependent in part on an investment's status as an Impaired Value Investment, a general partner faces potential conflicts of interest in determining whether an investment meets, or continues to meet, the relevant criteria. Although a general partner and its affiliates intend to operate in accordance with the Governing Documents, as well as valuation and other practices and procedures, in order to mitigate the potential for subjectivity in making such determinations, there can be no assurance that such practices and procedures will address all of the necessary factors to do so, or completely eliminate all potential conflicts of interest in such determinations.

Since KPS is permitted to retain certain Deal Fees (as described under "Fees and Compensation") in connection with Fund investments, it expects to be subject to a potential conflict of interest in connection with approving transactions and setting such compensation. In many cases, Deal Fees are based on enterprise value or other metrics relating to a portfolio company, but also have the potential to be charged on a flat-fee basis or based on another metric, and there can be no assurance that the amount of Deal Fees charged will be proportional to the amount of hours of work performed or tangible work product generated on behalf of the portfolio company. Additionally, KPS, its personnel, affiliates or others designated by KPS expect to receive compensation in the form of portfolio company securities. To the extent any such securities are received, after any applicable offset provisions in the Governing Documents are applied (typically based on the then-present value of such securities), KPS and/or such other recipients will be permitted to retain such securities, and in doing so will be subject to potential conflicts of interest in determining whether to sell such securities (subject to restrictions imposed by the portfolio company and/or KPS or retain such securities for a period consistent with their own financial and investment objectives, which may differ from those of the relevant Fund). In addition, because portfolio company securities typically represent newly issued incentive equity (whether in the form of common stock, warrants or options to buy common stock, or similar instruments), the receipt of compensation in the form of securities

typically has the result of diluting a Fund's relative ownership of the portfolio company awarding such compensation.

In certain circumstances, such as those relating to short- or long-term portfolio company cash or liquidity needs, and regardless of whether the portfolio company is undergoing financial stress, KPS reserves the right to accrue, defer or forego payments of Deal Fees, and reserves the right to charge interest at then-available rates with respect to such amounts. In such cases, in accordance with the Governing Documents, Investors will not receive the benefit of management fee offsets with respect to such amounts until they are actually received.

The Investors are expected to include diverse Investors that will likely have conflicting investments, tax and other interests with respect to their Fund investments. The conflicting interests of individual Investors may relate to or arise from, among other things, the nature of a Fund's investments, the structuring or the acquisition of investments and the timing of disposition of a Fund's investments. As a consequence, conflicts of interest will arise in connection with decisions made by KPS, including with respect to the nature or structuring of investments and dispositions, that may be more beneficial for one Investor than for another Investor, especially with respect to Investors' individual tax situations. In addition, Investors with different domiciles or tax categorizations could receive different investment returns or amounts of tax basis and/or pay different levels of expenses (e.g., based on tax savings or ownership of alternative investment vehicle, "blocker" or other structures used to facilitate their investments in, through or below a Fund.)

A Fund may make investments that may have a negative impact on related investments made by the Investors in separate transactions. In selecting and structuring investments appropriate for a Fund, KPS will consider the investment and tax objectives of a Fund and its Investors as a whole, not the investment, tax or other objectives of any Investor individually. As a consequence of the foregoing, KPS may elect to exclude certain Investors from particular investments for legal, regulatory, accounting, tax, political, national security or other similar reasons applicable to any such investment, in which case non-excluded Investors shall be allocated a greater proportionate interest in such investment.

In addition, certain Investors also may be Investors in other Funds and/or may include employees or affiliates of KPS. Such Investors described in the previous sentence may therefore have different information about KPS and a Fund than Investors not similarly positioned. In addition, conflicts of interest will arise in dealing with any such Investors, and KPS may not be motivated to act solely in accordance with its interests relating to a Fund. Importantly, KPS may agree to grant certain information and other rights to certain Investors (in respect of a Fund or in respect of a different contractual arrangement between such person and KPS), co-investors and/or potential investors of other KPS Funds that are not offered or granted to all Investors, by way of side letters or otherwise, in order to provide KPS with a benefit (as opposed to a Fund), such as the likelihood that such person may invest in future KPS Funds.

Side letters may also relate to strategic relationships under which an Investor agrees to make capital commitments to multiple Funds. Except where required by Governing Documents, other Investors will not receive copies of side letters or related provisions, and as a general matter, the other Investors have no recourse against a Fund, the relevant general partner or any of their affiliates in

the event that certain Investors have received additional and/or different rights and/or terms as a result of such side letters.

As a consequence of one or more Investors being excused or excluded, or from regulatory, tax or other factors altering or limiting their participation in investments or ability to bear certain liabilities or obligations, the aggregate returns realized by participating or non-participating Investors could be adversely affected in a material manner by the unfavorable performance of particular investments; similar considerations apply in the event an Investor defaults on a drawdown in respect of an investment. Although KPS believes it to be unlikely, excuse or other rights requested or received by one or more Investors (or such regulatory, tax or other factors applicable to such Investors) representing a substantial percentage of a Fund have the potential to create significant variations in Investor investment returns or exposures to liabilities or obligations, or to influence or affect the investment strategy and pursuit of investment opportunities by the general partner on behalf of the relevant Fund as a whole. An Investor's voting rights for regulatory or other reasons can be limited in circumstances specified in the Governing Documents; conversely, a limitation on one or more Investors' voting rights generally will increase the voting rights percentage of other Investors in the relevant Fund. Further, Investors with different domiciles or tax categorizations could receive different investment returns or amounts of tax basis and/or pay different levels of expenses, e.g., based on tax savings or ownership of alternative investment vehicle, "blocker" or other structures used to facilitate their investments in, through or below a Fund.

KPS has incentives to use or to recommend products or services of one portfolio company to another, which generally will involve fees, commissions, servicing payments or other compensation. Potential conflicts of interest arise in making such recommendations, as KPS has incentives to maintain goodwill between it and its former, existing and prospective portfolio companies, and as a result the products or services recommended may not necessarily be the best or lowest cost option. In most cases, the relevant Fund(s) will not consent, participate in the negotiations or be directly involved in such arrangements. KPS, its affiliates and personnel and persons selected by them expect to receive the benefit of "friends and family" and similar discounts from portfolio companies owned by a Fund under which such portfolio companies make their goods and/or services available at reduced rates. KPS, its affiliates and personnel generally refrain from requesting or negotiating for such discounts in the ordinary course. Discounted prices or better terms offered by a portfolio company to KPS, any other portfolio company or third parties have the potential to affect the returns of the portfolio company.

Conflicts of interest may arise because KPS personnel may serve as directors of certain of the portfolio companies or their affiliates. In those instances where a Fund is not the sole shareholder of the applicable portfolio company, in addition to any fiduciary duties KPS personnel owe to such Fund, as directors of portfolio companies, such personnel will owe fiduciary duties to the shareholders of the portfolio companies and to persons other than a Fund. In general, such director positions are often important to a Fund's investment strategy and may have the effect of enhancing the ability of KPS personnel to manage investments. However, such positions may place KPS personnel in a position where they must make a decision that is either not in the best interests of the relevant Fund, or not in the best interests of the shareholders of the portfolio company. Should any KPS personnel make a decision that is not in the best interest of the shareholders of a portfolio company, such decision may subject KPS and the relevant Fund 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. In addition, because of the potential conflicting fiduciary duties, KPS may be restricted in choosing investments for a Fund, which could negatively impact returns received by such Fund.

KPS may expand the range of services that it provides over time. Except as provided herein, KPS will generally not be restricted in the scope of its business or in the performance of any such services (whether now offered or undertaken in the future) even if such activities could give rise to conflicts of interest, and whether or not such conflicts are described herein. KPS has, and will continue to develop, relationships with a significant number of companies, financial sponsors and their senior managers, including relationships with clients who may hold or may have held investments similar to those intended to be made by the Funds. These clients may themselves represent appropriate investment opportunities for the Funds or may compete with the Funds for investment opportunities.

The relevant liability standards under insurance coverage procured by KPS are expected to vary by carrier, and such standards are expected to vary depending on, for example, coverage features or limitations then-available from the carrier at the time of insurance contract renewal. As a result, insurance coverages are expected to vary from relevant liability and/or indemnity standards in the Governing Documents. Investors generally will be responsible for insurance premiums, as set forth in the Governing Documents, regardless of whether the liability and/or indemnity standards in KPS' insurance coverage are higher or lower than that set forth in the Governing Documents.

Any of these situations subjects KPS and/or its affiliates to potential conflicts of interest. KPS attempts to resolve such conflicts of interest in light of its obligations to Investors in its Funds and the obligations owed by KPS' advisory affiliates to Investors in investment vehicles managed by them, and attempts to allocate investment opportunities among a Fund, other Funds and such investment vehicles in a manner it believes to be fair and equitable to a Fund under the circumstances over time. To the extent that an investment or relationship raises particular conflicts of interest, KPS will review the circumstances of such investment or relationship with a view to addressing and reducing the potential for conflict. Where necessary, KPS consults and receives consent to conflicts from an Advisory Board consisting of Investors of the relevant Fund(s) and such other investment vehicles.

Disciplinary Information

KPS and its employees have not been involved in any legal or disciplinary events in the past 10 years that would be material to an Investor's evaluation of KPS or its personnel.

Other Financial Industry Activities and Affiliations

Related persons of KPS are expected to serve as directors and officers of, and provide advice to, publicly traded companies and private companies. Investors should be aware that receipt of material non-public information by KPS' related persons regarding these companies could preclude KPS from effecting transactions in the securities of such companies. Any compensation received by KPS personnel for directorships with portfolio companies of a Fund will be deemed to be Transaction Fees and will reduce the management fees otherwise payable by the applicable Fund (as described in the Fees and Compensation section above).

Certain of the related persons of KPS may have personal investments in companies, limited partnerships or limited liability companies. To the extent that conflicts arise, they are reviewed by KPS' Chief Compliance Officer.

Expenses borne by a Fund are allocated among any parallel funds, alternative investment vehicles, co-investment vehicles, and other entities that comprise a Fund that shared in the activities generating such expenses; however, in the event that a co-investment opportunity is not consummated, and prospective co-investors do not agree to bear their share of any broken deal expenses, such expenses will be considered operating expenses of and be borne by the applicable Funds.

KPS reserves the right to occasionally utilize the services of entities that have, directly or indirectly, or whose affiliates have, investments in a Fund. Such services will only be used on an arm's length basis and when KPS determines they are in the best interest of a Fund.

KPS Capital Finance Management, LLC ("KPS Finance Management"), a wholly-owned subsidiary of KPS, serves as administrative agent and/or collateral agent for certain subordinated or second-lien loans made by a Fund to their respective portfolio companies as part of acquisition financing. KPS Finance Management does not charge a Fund or their portfolio companies for its services, nor does it otherwise generate revenue in the ordinary course. However, if a portfolio company defaults on its obligations with respect to any such loan, the interests of KPS Finance Management and the interests of a Fund that issued the loan will potentially conflict with respect to KPS Finance Management's exercise of any of its default remedies with respect to such loan. It is KPS' policy that, in exercising such default remedies, KPS Finance Management will at all times act in the best interests of a Fund that provided the loan.

Any cash or securities received by KPS Finance Management as a result of the exercise of such default remedies against a portfolio company will be deposited with a qualified custodian on behalf of the applicable Funds. Any other assets received by KPS Finance Management as a result of the exercise of default remedies against a portfolio company will be held for the benefit of the applicable Funds and the proceeds of any sale of such assets shall be deposited with a qualified custodian on behalf of the applicable Funds.

Investment funds affiliated with a strategic partner (the "Strategic Partner"), indirectly own a passive minority equity interest in each of KPS and certain of its existing and future related management company and general partner entities. The Strategic Partner is not involved in the day-to-day management of the Funds or KPS, and the Strategic Partner has no control over the investment decisions of a Fund. However, the business services platform affiliated with the Strategic Partner will provide various consulting services to KPS, including business development, talent management, and operational and business best practices consultation. In addition, the Strategic Partner has negotiated certain minority protections and consent rights in connection with its investment in KPS, including certain informational rights that are not available to Investors with respect to their investments in a Fund. Although KPS intends to maintain operations, strategy and investment decisions separate from the Strategic Partner, the Strategic Partner, as an indirect beneficiary of KPS, will have an incentive to direct KPS towards certain investments or other business transactions and KPS generally will have incentives to conduct its operations in a manner that benefits the Strategic Partner.

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

KPS personnel must put the interests of a Fund before their own personal interests and must act honestly and fairly in all respects in dealings with a Fund and Investors. KPS has adopted a Code of Ethics and related internal compliance policies and procedures which govern, among other things, the personal trading activities of its personnel. Among other requirements, all personnel must obtain pre-approval from the Chief Compliance Officer or his designee for certain personal trades and must also periodically report personal securities accounts in which they hold a beneficial interest, including certain related holdings and transactions. Should potential conflicts of interest arise, KPS personnel have an ongoing responsibility to report such conflicts to the Chief Compliance Officer or his designee, who will address such conflicts on a case-by-case basis. KPS has also adopted compliance policies and procedures regarding gifts and entertainment as well as charitable and political contributions. The Chief Compliance Officer or his designee will periodically review employee personal trading activity to confirm that transactions are being conducted in accordance with KPS' internal compliance policies and procedures.

KPS and its affiliates expect to incur expenses on behalf of one or more existing or subsequent Funds. In such cases, KPS and its affiliates will attempt to allocate such expenses on a basis that it considers equitable under the circumstances.

KPS personnel expect to receive and utilize discounts or complimentary services not otherwise available to the public from a KPS portfolio company or other business relationship. KPS and its portfolio companies have entered group purchasing arrangements with certain third-party vendors. KPS does not receive any direct group purchasing fees as a result of these arrangements and participates on the same terms as its portfolio companies. Any applicable incentive rates or rebates are either applied across KPS and its portfolio companies or paid directly to KPS and its portfolio companies, based on the amount of their respective purchases.

KPS and its related persons make decisions separately with respect to each Fund, a decision that is in the best interest of one Fund may not be in the best interest of, or may be detrimental to, another Fund. KPS will resolve any such conflicts in accordance with any applicable policies and procedures and consistent with its duties to a Fund. In certain cases, KPS reserves the right to seek the approval of the Advisory Board(s) of the applicable Fund(s) for its proposed course of action. Any decisions of an Advisory Board authorized by the Governing Documents are binding on the Investors of the applicable Fund.

MDRJ Credit Partners, LP ("MDRJ LP") is owned and controlled by the Principals. MDRJ LP was formed in 2014 to permit the Principals to invest in term debt securities issued by portfolio companies of certain Funds, up to a maximum amount of 5% of any such issuance, on terms and conditions no less favorable to the applicable portfolio company than the terms and conditions available to third-party Investors in such issuance. A similar vehicle, KPS Credit Partners, LP (together with MDRJ LP, the "Credit Partners Vehicles") was formed in 2019 and includes participation by KPS Partners other than the Principals. If a portfolio company defaults on its obligations with respect to any such securities, the interests of the relevant Credit Partners Vehicle and the interests of the portfolio companies that issued the securities may conflict with respect to

the Credit Partners Vehicle's exercise of any of its default remedies relating to such securities. However, the size of a Credit Partners Vehicle's investments in debt issued by portfolio companies is limited with the intention that the relevant KPS Partners' indirect interest in any portfolio company of a Fund should outweigh their interests in the portfolio company as a result of debt investments held by the relevant Credit Partners Vehicle. Furthermore, it is KPS' policy that, in exercising any default remedies, a Credit Partners Vehicle will at all times act in the best interest of a Fund that invested in the portfolio companies that issued the securities. The Principals will disclose the amount of term debt securities purchased by each Credit Partners Vehicle to the Advisory Board of the relevant Funds on at least an annual basis.

KPS and its related persons expect to come into possession of material, nonpublic and other confidential information which, if disclosed, might affect an Investor's decision to buy, sell or hold a security. Under applicable law, KPS and its related persons are prohibited from improperly disclosing or using such information for their own benefit or for the benefit of any other person, regardless of whether such person is a Fund. By reason of its responsibilities to a Fund and notwithstanding procedural safeguards including restricted securities lists, KPS expects to acquire material nonpublic or other confidential information that would limit its ability to direct the purchase or sale of certain investments. Moreover, KPS may be restricted from initiating transactions in certain instruments or selling certain investments, due to its possession of material nonpublic or other confidential information, at a time when it would otherwise take such action.

KPS and certain of its affiliated parties and personnel are Investors in a Fund. As such, KPS and certain of its affiliated parties and personnel have a direct financial interest in the transactions of each of a Fund. While investments by such related parties are intended to align the interests of KPS and the related parties with those of a Fund, such investments create potential conflicts of interest. To address such conflicts, the investment arrangements are described and agreed upon in the Governing Documents of each Fund. Generally, investments and dispositions are made on the same economic terms for all Investors, including KPS and its related parties and each investment is made pro rata among the Investors of each Fund, including KPS' related parties who are Investors, so that KPS and its related parties may not receive more favorable terms or greater exposure to certain investments.

Brokerage Practices

KPS' business is to focus on making investments in private securities. Accordingly, it does not typically trade in public securities. In the limited circumstances where KPS purchases or sells public securities or holds such securities as a result of a portfolio company going public, it intends to follow applicable SEC guidelines and to seek to obtain best execution of such transactions. KPS does not have any formal soft dollar arrangements or other arrangements that would commit a Fund to any specific or implied level of trading. As an institutional money manager, KPS expects to receive access to research made available through brokerage counterparties or investment banks. KPS believes this research is available to all institutional money managers of similar size.

KPS strives to select broker-dealers, investment banks or financial intermediaries that provide a Fund with favorable execution capabilities and qualities. Certain entities are utilized for a Fund due to their presence in specific markets and their ability to trade certain securities or complete specialized types of transactions. Research or additional ancillary services not associated with the

transaction provided by such service providers are not determining factors for engaging a particular service provider.

Review of Accounts

As noted above, KPS focuses on investments in private equity. Prior to being made, all investments are carefully reviewed and approved by an investment committee for the applicable Fund. The progress of all portfolio companies is monitored on a regular basis, including monthly review calls conducted by staff of the KPS Ops Group with company management, and is subject to supervision and review by KPS' senior management. KPS' Valuation Committee reviews the valuation of a Fund's investments quarterly in accordance with its valuation policy.

KPS also exercises oversight of its investments through representation on the board of directors of its portfolio companies. KPS generally requires that its portfolio companies report their financial condition on a monthly basis and hold regular board meetings. In addition, KPS generally conducts meetings on at least a monthly basis to review the financial condition of each investment with the members of the applicable deal team.

KPS provides quarterly and annual reports (including annual audited financial statements) to each of a Fund's Investors in accordance with the terms of the Governing Documents of a Fund. In addition, each Investor receives annual tax information with respect to a Fund as necessary for the completion of any applicable Federal tax returns.

Client Referrals and Other Compensation

In certain circumstances, KPS expects to, pursuant to a written agreement, pay cash consideration for solicitation activities to third parties. These arrangements generally are disclosed in the relevant Fund's Form D. KPS intends to pay such consideration in compliance with applicable SEC rules and other laws and regulations that may be in effect from time to time.

As discussed under "Fees and Compensation" above, "Transaction Fees" will, in certain circumstances, be paid to KPS-affiliated parties by a portfolio company.

Custody

KPS generally expects that it will be deemed to have "custody" (within the meaning of Advisers Act Rule 206(4)-2 (the "Custody Rule")) of funds or securities held in the name of one or more Funds, subject to certain exceptions set forth in the Custody Rule and related guidance. Investors will not receive statements from the custodian. Instead, the Funds are subject to an annual audit by an independent public accountant that is registered with, and subject to regular inspection by, the Public Company Accounting Oversight Board, and the audited financial statements are distributed to each Fund's Investors. The audited financial statements are prepared in accordance with generally accepted accounting principles and distributed within 120 days of each Fund's fiscal year end.

Investment Discretion

The Governing Documents of each Fund grant KPS' affiliated management entities and affiliated general partners discretionary authority to implement investment decisions on behalf of a Fund and to utilize a broad range of investment vehicles. KPS' investment decisions and advice with respect to each Fund is subject to the limitations set forth in such Fund's Governing Documents and any side letters that it executes with Investors.

Voting Client Securities; Class Actions

The Funds are primarily invested in private companies which typically do not issue proxies. In the event that a Fund acquires equity positions or other positions in entities that may solicit proxies, KPS will follow applicable policies and procedures to vote such proxies.

As is typical in private equity investing, KPS generally approves one or more of its employees to act as representatives on the board of directors of portfolio companies on behalf of a Fund. As noted herein, the KPS Partners serve as board members of a Fund's portfolio companies in such representative capacity. In situations where KPS votes the proxy for a company in which an employee or employees of KPS serve on the board of directors, KPS has determined that this does not inherently present a conflict of interest as (a) the employee is on the board of directors as a representative of a Fund and (b) the sole purpose of this representation is to maximize the return on a Fund's investment in such company and to ensure that a Fund's interests are protected. Given these facts, a Fund and the representative's role are aligned with respect to proxy voting and otherwise.

In the event that one or more of the Funds becomes involved in any class actions, KPS and the general partner(s) of the applicable Fund(s) will use their discretionary authority to act in what they believe to be the best interests of a Fund in directing their participation in such class actions.

Financial Information

KPS has never filed for bankruptcy and is not aware of any financial condition that is expected to affect its ability to manage client accounts.