

**REGISTERED INVESTMENT ADVISER DANIELS & KING
MANAGEMENT COMPANY, L.P. d/b/a**



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FORM ADV PART 2A - BROCHURE

This Investment Adviser Brochure (“**Brochure**”) provides information about the qualifications and business practices of Daniels & King Management Company, L.P. (the “**Management Company**”) and its affiliates. If you have any questions about the contents of this Brochure, please contact us at 312-360-1133. The information in this Brochure has not been approved or verified by the United States Securities and Exchange Commission (the “**SEC**”) or by any state authority.

The Management Company is an investment adviser registered with the SEC under the Investment Advisers Act of 1940, as amended (the “Advisers Act”). However, such registration does not imply a certain level of skill or training.

Additional information regarding the Management Company is also available on the SEC’s website at www.adviserinfo.sec.gov.



2. MATERIAL CHANGES

This annual update to the Brochure updates the descriptions of the business practices of the Management Company and its affiliates in the Form ADV Part 2A filed in March 2016, including but not limited to additional information about PC VI (as defined below).



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4. ADVISORY BUSINESS

Daniels & King Management Company, L.P., a Delaware limited partnership and a registered investment adviser (the “Management Company,” and collectively with its affiliated investment advisory entities and other organizations, “Prairie Capital” or “Prairie”), is a private investment management firm that provides investment advisory services to investment funds that invest in certain assets and are privately offered to qualified investors in the United States and elsewhere. Prairie Capital commenced operations in July 1997 and the Management Company commenced operations in December 2003.

The following general partner entities are affiliated with the Management Company (collectively with the Management Company, the “Advisers”):

- Daniels & King Capital III, L.L.C. (“GP III”);
- Daniels & King Capital III SPV GP, LLC (“GP III SPV”);
- Daniels & King Capital IV, L.L.C. (“GP IV”);
- Daniels & King Capital V, L.L.C. (“GP V”); and
- Daniels & King Capital VI, L.L.C. (“GP VI,” and together with GP III, GP III SPV, GP IV and GP V the “General Partners”).

The Advisers’ clients include the following (collectively the “Partnerships”):

- Prairie Capital III, L.P. (“PC III LP”), a licensed Small Business Investment Company (an “SBIC”);
- Prairie Capital III QP, L.P. (“PC III QP,” and together with PC III LP, “PC III”), a licensed SBIC;
- Prairie Capital III SPV, L.P. (“PC III SPV LP”);
- Prairie Capital III SPV QP, L.P. (“PC III SPV QP,” and together with PC III SPV LP, “PC III SPV”);
- Prairie Capital IV, L.P. (“PC IV LP”);
- Prairie Capital IV QP, L.P. (“PC IV QP,” and together with PC IV LP, “PC IV”);
- Prairie Capital V, L.P. (“PC V LP”);
- Prairie Capital V QP, L.P. (“PC V QP,” and together with PC V LP, “PC V”);
- Prairie Capital VI, L.P. (“PC VI LP”); and
- Prairie Capital VI QP, L.P. (“PC VI QP,” and together with PC VI LP, “PC VI”).

The General Partners each serve as general partner to one or more Partnerships and have the authority to make the investment decisions for the Partnerships to which they provide advisory services. The Management Company provides the day to day advisory services for the Partnerships pursuant to a management services agreement. Each General Partner is subject to the Advisers Act pursuant to the Management Company's registration in accordance with SEC guidance. This Brochure describes the business practices of the Advisers, which operate as a single advisory business and are under common control. References contained in this Brochure to the strategy and operations of a General Partner should be read to include the activities of the Management Company and other Prairie affiliates that collectively engage in the investment process and ongoing management of the Partnerships' portfolio companies.

The Partnerships are private equity funds and are expected to invest through negotiated transactions in operating entities, generally referred to herein as "portfolio companies." The Advisers' investment advisory services to the Partnerships consist of identifying and evaluating investment opportunities, negotiating the terms of investments, managing and monitoring investments and achieving dispositions for such investments. Although investments are made predominantly in non-public companies, investments in public companies are permitted. From time to time, where such investments consist of portfolio companies, the senior principals or other personnel of the Advisers or their affiliates generally serve on a portfolio company's board of directors or otherwise act to influence control or management of portfolio companies in which the Partnerships have invested. The Advisers' advisory services to the Partnerships are further described in the applicable private placement memoranda or other offering documents (each, a "Memorandum") and limited partnership agreements or other operating agreements or governing documents (each, a "Partnership Agreement"), as well as below under "Methods of Analysis, Investment Strategies and Risk of Loss" and "Investment Discretion." Investors in each Partnership participate in the overall investment program of such Partnership, but may be excused from a particular investment due to legal, regulatory or other agreed-upon circumstances pursuant to the relevant Partnership Agreement. The Partnerships or the General Partners generally enter into side letters or similar agreements ("Side Letters") with certain investors that have the effect of establishing rights (including rights to economic or other terms) under, or altering or supplementing the terms of the relevant Partnership Agreement with respect to such investors.

Additionally, from time to time, and as permitted by the relevant Partnership Agreement, the Advisers expect to provide (or agree to provide) co-investment opportunities (including the opportunity to participate in co-invest vehicles) to certain investors or other persons, including other sponsors, market participants, finders, consultants and other service providers, the Advisers' personnel and/or certain other persons associated with the Advisers and/or their affiliates. Such co-investments typically involve investment and disposal of interests in the applicable portfolio company at the same time and on the same terms as the Partnership making the investment. However, from time to time, for strategic and other reasons, a co-investor or co-invest vehicle may purchase a portion of an investment from one or more Partnerships after such Partnerships have consummated their investment in the portfolio company (also known as a post-closing sell-down or transfer). Any such purchase from a Partnership by a co-invest vehicle generally would occur shortly after the Partnership's completion of the investment to avoid any changes in valuation of the investment. Where appropriate, and in the Advisers' sole discretion, the Advisers' are authorized to charge interest on the purchase to the co-investor or co-invest vehicle, and to seek reimbursement to the relevant Partnership for related costs. However, to the extent such amounts are not so charged or reimbursed, they generally will be borne by the relevant Partnership.



As of December 31, 2016, the Management Company managed approximately \$970 million in client assets on a discretionary basis. Daniels & King Management GP, LLC is the general partner of the Management Company. The Management Company is principally owned by C. Bryan Daniels and Stephen V. King.

5. FEES AND COMPENSATION

In general, the General Partners receive a management fee (the “Management Fee”) and a carried interest in connection with advisory services. The Advisers or other Prairie entities or affiliates may receive additional compensation in connection with management and other services performed for portfolio companies of the Partnerships, and such additional compensation will offset in whole or in part, the management fees otherwise payable to the General Partners. Investors in the Partnerships also bear certain partnership expenses, as described in more detail below.

Management Fees

PC III

PC III is past its investment period and currently pays the applicable General Partner, quarterly in advance, a Management Fee equal to 1.5% of (i) the cost basis of all unrealized investments less (ii) permanent write-downs. As of October 2016 the General Partner is no longer charging a Management Fee to PC III.

PC III SPV

PC III SPV is a special purpose vehicle that holds an investment in certain portfolio companies originally held by PC III. PC III is past its respective investment period and currently pays the applicable General Partner, quarterly in advance, a Management Fee equal to 1.5% of (i) the cost basis of all unrealized investments less (ii) permanent write-downs; provided that in no event will the sum of the Management Fees payable by PC III and the Management Fees payable by PC III SPV exceed the amount of Management Fees that would have been payable by PC III had PC III SPV never been formed. As of October 2016 the General Partner is no longer charging a Management Fee to PC III SPV.

PC IV

PC IV is past its investment period and currently pays the applicable General Partner, quarterly in advance, a Management Fee equal to 2.0% of (i) the cost basis of all unrealized investments less (ii) permanent write-downs.

PC V

PC V is past its investment period and currently pays the applicable General Partner, quarterly in advance, a Management Fee equal to 2.0% of (i) the cost basis of all unrealized investments less (ii) distributions constituting a return of capital and complete and permanent write-offs, provided that distributions with respect to a portfolio company shall be treated as a return of capital only to the extent the fair market value of PC V’s interest in such portfolio company at the time of such distribution is less than PC V’s aggregate investment contributions made with respect to such portfolio company.



PC VI

Investment Adviser Brochure Daniels & King Management Company, L.P.

PC VI pays GP VI, quarterly in advance, a Management Fee equal to 2.0% on an annual basis of aggregate capital commitments ("Commitments") until the earliest to occur of (i) the sixth anniversary of the Effective Date; (ii) the termination of PC VI's investment period due to a "Key Man Event" or "Senior Principal Fraud" (in each case, as described in more detail in the Partnership Agreements); and (iii) nine months after the date on which 85% of PC VI's Commitments have been contributed.

Thereafter, the Management Fee will equal 2.0% of (i) the cost basis of all unrealized investments less (ii) distributions constituting a return of capital and complete and permanent write-offs, provided that distributions with respect to a portfolio company shall be treated as a return of capital only to the extent the fair market value of PC VI's interest in such portfolio company at the time of such distribution is less than PC VI's aggregate investment contributions made with respect to such portfolio company.

Management Fee Offsets

With respect to PC III and PC III SPV, any commitment fees, break-up fees, litigation proceeds, closing or monitoring fees, directors' fees, advisory fees or other similar fees or compensation are used first to reimburse the relevant Partnership for all costs and expenses not previously reimbursed to the extent incurred by such Partnership in connection with any consummated or unconsummated transaction, and second to reduce the Management Fee for the six-month period immediately succeeding the six-month period in which any such fees were received. To the extent that such an offset credit would reduce the Management Fee for a given six-month period below zero, the credit will be carried forward for future application against payable Management Fees. Additionally, as further described below and in the relevant Partnership Agreement of each Partnership, it is the Advisers' practice to retain certain consultants, including affiliated persons of the Advisers referred to as "Other Executives," to provide services to (or with respect to) certain portfolio companies in which one or more Partnerships invest. Such consultants generally receive compensation and other amounts described herein, but no such amounts will result in additional offsets to the Management Fee. The compensation, fees and expenses of such consultants are not otherwise covered by the Management Fee.

For PC IV, PC V and PC VI the Management Fee will be reduced by (a) 50% with respect to PC IV and 100% with respect to PC V and PC VI of any monitoring fees, directors' fees and other similar fees earned by the General Partner in respect of any Partnership investment, in each case after reimbursement of expenses and (b) 100% of any transaction fees and/or break-up fees from transactions that are not completed that are paid to the General Partner, in each case after reimbursement of expenses (such fees described in (a) and (b), "Supplemental Fees"). To the extent that such an offset credit would reduce the Management Fee for a given three-month period below zero, the credit will be carried forward for future application against payable Management Fees. To the extent any such excess remains unapplied upon dissolution of the relevant Partnership, each partner of such Partnership will receive its share of such unapplied excess, unless such partner elects not to receive its share. With respect to PC III, PC III SPV, PC IV and PC V, to the extent that any other Partnership or any other entity or individual co-invests alongside a Partnership in any portfolio company investment, any offset credit will be allocated *pro rata* among such Partnership and the co-investors in proportion to the cost of the investment in the portfolio company borne by each.

The Management Fee will be paid out of a given Partnership's current income and disposition proceeds (to the extent available) and, at the applicable General Partner's discretion, from drawdowns that will reduce unfunded Commitments.

Certain Partnership Agreements permit a General Partner to waive or agree to reduce the Management Fee. Certain waived portions of the Management Fee are treated by the applicable Partnership Agreements as a deemed capital contribution by the relevant General Partner, which is effectively invested in the relevant Partnership on such General Partner's behalf, and operates to reduce the amount of capital the relevant General Partner would otherwise be required to contribute to the applicable Partnership. Although generally not required in practice, pursuant to the applicable Partnership Agreements, the limited partners of a given Partnership may be required to make a *pro rata* contribution according to their respective Commitments to fund any contribution that would otherwise be required of the applicable General Partner in connection with any such waiver or reduction as described above and, as a result, the exercise of such waiver may result in an acceleration (or delay) of investor capital contributions. Waived or reduced Management Fees are not subject to the Management Fee offsets described above, and the amount of such waived or reduced Management Fees has the potential to be significant.

Carried Interest

The General Partner of each Partnership will receive a carried interest with respect to the Partnership equal to 20% of certain realized profits in excess of an 8% per annum preferred return (compounded annually with respect to PC V and PC VI), subject to a General Partner catch-up as more fully described in applicable Partnership Agreements. Certain principals and current or former employees of the Management Company generally receive a portion of the carried interest or other compensation received by the General Partners or their affiliates.

All distributions by a Partnership are subject to limitations placed on such distributions by any applicable credit facilities of such Partnership. The carried interest distributed to a General Partner is subject to a potential giveback at the end of the life of the applicable Partnership if such General Partner has received excess cumulative distributions.

Expenses

In addition to the Management Fee and carried interest payable to each General Partner, each Partnership bears certain expenses. As set forth more fully in the applicable Partnership Agreement of each Partnership, a Partnership will pay all costs, expenses, liabilities and obligations relating to the Partnership's activities, investments and business that are not reimbursed by a portfolio company or applied to reduce transaction fees (the "Partnership Expenses"), including, but not limited to:

- (i) all costs, expenses, liabilities and obligations attributable to or associated with identifying, structuring, organizing, acquiring, managing, operating, holding, valuing, winding up, liquidating, dissolving and disposing of the Partnership's investments including follow-on investments and refinancings (including, but not limited to, interest on money borrowed by or on behalf of the Partnership, registration expenses and brokerage, finders', custodial, travel (including, where appropriate, meal and entertainment expenses) and other fees and expenses);

- (ii) all legal, filing, accounting, auditing, consulting (including consultant and retainer fees paid to Other Executives and other consultants performing investment initiatives, including the unreimbursed expenses of any such consultants); financing (including commitment fees), real estate title, appraisal costs, printing, reporting, depository, transfer, annual limited partner meetings and any other conference or meeting with limited partners and related meal and entertainment expenses and other fees and expenses and insurance (including directors and officers, errors and omissions liability and other insurance);
- (iii) expenses incurred in connection with third party valuations;
- (iv) expenses associated with the preparation of the Partnership's financial statements, tax returns, tax estimates, Schedule K-1s or any other administrative, regulatory or other Partnership-related reporting or filing obligations;
- (v) all expenses of the Partnership's advisory board;
- (vi) all extraordinary expenses of the Partnership including, but not limited to, insurance, litigation and indemnification costs and expenses, judgments and settlements;
- (vii) all costs, fees, liabilities, obligations and expenses incurred by the Partnership and the General Partner (without duplication) relating to investment and disposition opportunities for the Partnership not consummated (including travel expenses);
- (viii) all taxes, fees and other governmental charges levied against the Partnership;
- (ix) all fees, costs, expenses, liabilities and obligations incurred in connection with obtaining credit facilities and other leverage; and
- (x) all costs and expenses (including, without limitation, placement fees, and any travel, printing and legal and accounting fees and expenses, but excluding any portion of any compensation of the employees or managers of a General Partner) incurred in connection with the organization and equity funding of the Partnership and the applicable General Partner, subject to certain limitations (including an expense cap) contained in the Partnership Agreements.

If an alternative investment structure is used for tax purposes in PC IV, PC V or PC VI, all costs and expenses related to the alternative investment structure shall be borne solely by the investors investing through such structure.

If a Partnership incurs any liability that it has insufficient funds to pay (after calling any unpaid capital contributions and without regard to the expiration of any applicable investment period or Commitment period), the applicable General Partner may require each of the relevant Partnership's investors to contribute to such Partnership its pro rata share of such liability, subject to certain limitations within the Partnership Agreements.

The Management Company will pay all ordinary administrative and overhead expenses incurred in connection with managing, originating and monitoring investments, including compensation for employees' salaries, rent, utilities, etc., and will be reimbursed by the General Partners for the payment of such expenses.

The Management Company and/or its affiliates generally have discretion over whether to charge transaction fees, monitoring fees or other compensation to a portfolio company and, if so, the rate, timing and/or amount of such compensation. The receipt of such compensation generally will give rise to potential conflicts of interest between the Partnerships, on the one hand, and the Management Company and/or its affiliates on the other hand.

Consultants and Other Executives

It is the Advisers' practice to retain certain consultants, including Other Executives, to provide services to (or with respect to) one or more Partnerships or certain current or prospective portfolio companies in which one or more Partnerships invest. Such consultants generally provide services in relation to the identification, acquisition, holding, improvement and disposition of portfolio companies, including operational aspects of such companies. In certain circumstances, these services also include serving in management or policy-making positions for portfolio companies. Consultants may receive compensation, including, but not limited to, cash fees, retainers, transaction fees, a profits or equity interest in a portfolio company, remuneration from the Advisers and/or their Partnerships or affiliates or other compensation, which typically are determined according to one or more methods, including the value of the time (including an allocation for overhead and other fixed costs) of such consultants, a percentage of the value of the portfolio company, the invested capital exposed to such portfolio company, amounts charged by other providers for comparable services and/or a percentage of cash flows from such company. Consultants also generally will be reimbursed for costs and expenses, including travel, in connection with their services. As described above, no such amounts will offset the Management Fee. Other Executives also may perform regular services for the Advisers and may separately receive compensation from the Advisers in connection therewith. However, to the extent the services performed by Other Executives relate to one or more Partnerships or portfolio companies, as determined in the Advisers' sole discretion, such Partnerships or portfolio companies rather than the Adviser will bear the Other Executives' compensation and expenses, without offset to the Management Fee. The use of consultants subjects the Advisers to conflicts of interest, as discussed under "Conflicts of Interest," below.

Other Information

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

To the extent brokerage fees are incurred, they will be incurred in accordance with the general practices set forth in "Brokerage Practices."

6. PERFORMANCE-BASED FEES AND SIDE-BY-SIDE MANAGEMENT

As described under “Fees and Compensation,” the General Partners may receive a carried interest allocation on certain profits in the Partnerships. The Advisers do not currently advise any Partnerships that are not subject to a carried interest.

The existence of performance-based compensation has the potential to create an incentive for an Adviser to make more speculative investments on behalf of a Partnership than it would otherwise make in the absence of such arrangement, although the Advisers generally consider performance-based compensation to better align their interests with those of their investors.

7. TYPES OF CLIENTS

The Advisers provide investment advice to the Partnerships, which are investment partnerships or other investment entities formed under domestic or foreign laws and operated as exempt investment pools under the Investment Company Act of 1940, as amended (the “Investment Company Act”). The investors participating in the Partnerships may include individuals, banks or thrift institutions, other investment entities, university endowments, sovereign wealth funds, family offices, pension and profit-sharing plans, trusts, estates or charitable organizations or other corporations or business entities and may include, directly or indirectly, principals or other employees of the Advisers and their affiliates and members of their families, consultants or other service providers retained by the Advisers.

PC III, PC III SPV, PC IV and PC VI generally have a minimum investment amount of \$500,000 for third-party investors. PC V generally has a minimum investment amount of \$500,000 for investors that have previously invested in the Partnerships and \$1,000,000 for other third-party investors. With respect to each Partnership, such minimum investment amounts may be waived by the applicable General Partner. In most circumstances, investors in the Partnerships must meet certain suitability and net worth qualifications prior to making an investment. Generally, investors in PC III QP, PC III SPV QP, PC IV QP, PC V QP and PC VI QP must be (i) “accredited investors” as defined under Regulation D of the Securities act of 1933, as amended and (ii) either “qualified purchasers” or “knowledgeable employees” as defined under the Investment Company Act. Interests in PC III LP, PC III SPV LP, PC IV LP, PC V LP and PC VI LP are offered and sold solely to certain qualified investors that are also accredited investors.

As described above, in certain circumstances, the relevant Adviser is expected to permit certain investors to co-invest directly in a particular portfolio company, or in a holdings company which holds the equity in the portfolio company directly, alongside one or more Partnerships, subject to the Advisers’ related policies and the relevant Partnership Agreement(s) and/or Side Letter(s). The Advisers are not obligated to make co-investment opportunities available to any particular investors or limited partners. Where a co-invest feeder vehicle is formed, such entity generally will bear expenses related to its formation and operation, many of which are similar in nature to those borne by the Partnerships. In the event that a transaction in which a co-investment was planned, including a transaction for which a co-investment was believed necessary in order to consummate such transaction, ultimately is not consummated, all expenses relating to such unconsummated transaction will be borne by the Partnership(s), and not by any prospective co-investors, that were to have participated in such transaction. However, to the extent that such co-investors have already invested in a co-investment or other vehicle in connection with such transaction, such vehicle is expected to bear its share of such expenses.

8. METHODS OF ANALYSIS, INVESTMENT STRATEGIES AND RISK OF LOSS

Prairie Capital is a private investment firm focused on lower middle-market companies located generally throughout the United States, and generally targeting investments in established, profitable companies holding attractive market positions that are typically undergoing ownership changes or making strategic acquisitions. The Partnerships invest in several types of transactions, including management and leveraged buyouts, recapitalizations, and organic and inorganic growth equity. The Advisers structure the investments of the Partnerships (whether preferred or common equity, mezzanine or other debt, or otherwise) according to the specific requirements of each particular transaction.

Investment advisory services consist of identifying and evaluating investment opportunities, negotiating investments, managing and monitoring investments and achieving dispositions for investments. Investments are predominantly of non-public companies although investments in public companies are permitted. The Partnerships generally target companies with \$4 million to \$10 million of EBITDA and \$20 million to \$100 million in revenues, with a focus on making equity and/or mezzanine debt investments of \$10 million to \$30 million, although the required capital may be greater or less than such amounts.

PC III is a licensed as an SBIC with the Small Business Administration. An SBIC may only invest in companies that are “small business concerns,” which are generally defined to be entities with a net worth of less than \$18 million and average after-tax earnings for the prior two years of less than \$6 million. An SBIC may not invest more than 20% of its committed capital in a single company without prior approval. Generally, an SBIC may retain its investment in and make additional investments in a company even if the company grows and no longer qualifies as a “small business concern” so long as the company is not a public company. An SBIC generally may not control a portfolio company (whether by ownership or voting securities, voting arrangements, or management agreements).

Once an investment opportunity has been acquired, the Advisers seek to implement an effective operating strategy to improve the performance of the acquired company by (i) developing operating and restructuring plans, (ii) building the management team, and (iii) providing significant resources to portfolio companies.

The following is a summary of the investment strategies and methods of analysis generally employed by the Advisers on behalf of the Partnerships. More detailed descriptions of the Partnerships’ investment strategies and methods of analysis are included in the applicable Memorandum and Partnership Agreement for each Partnership. *There can be no assurance that the Advisers will achieve the investment objectives of the Partnerships, and a loss of investment is possible.*

Investment and Operating Strategy

Deal Sourcing and Due Diligence. The Advisers’ investment professionals have spent significant time developing relationships in the lower middle market. The Advisers market their investment criteria to their deal source network with frequent correspondence, relationships with existing and former portfolio companies, telephone calls, public relations, conference attendance, auction participation and in-person meetings. Once a potential investment is identified, the Advisers develop an investment thesis and, through a detailed due diligence process, seek to verify such thesis and investigate

the major business risks. As part of their diligence process, the Advisers complete a detailed analysis of an industry including contacting a target company's customers and vendors, trade organizations, the Advisers' contact network and, in certain instances, industry consultants.

Develop Operating Plans. Senior members of the professional and operating staff of the Advisers and their affiliates develop operating plans prior to the close of each transaction focusing on the target's strengths, weaknesses, competitive position, industry trends and other relevant factors.

Build Management Team. The Advisers may supplement or replace the management team at a new portfolio company or advise the existing management team on methods to improve performance. The Advisers routinely search for highly qualified senior managers and often identify qualified candidates prior to making the next investment. In certain instances, operating professionals of the Advisers will fill key management roles (including chief executive officer or chief financial officer) on an interim or indefinite basis immediately following closing until a professional management team can be assembled.

Professionalize and Maintain Active Involvement in Portfolio Companies. The Advisers aim to act decisively with respect to newly acquired portfolio companies and typically makes significant changes to the company within the first three to six months after acquisition. The Advisers seek to professionalize the business through human capital investment in key operating positions, enhanced financial reporting and performance tracking, and implementation of formal governance processes. Thereafter, the Advisers stay actively involved in the management of the portfolio companies by, among other things, requiring disciplined and timely financial reporting and scheduling frequent meetings with the senior staff to focus on operations, competition, new products and personnel.

Internal Growth and Add-on Acquisitions. The Advisers will often seek to utilize the portfolio company's cash flow, embedded equity value and borrowing capacity to accelerate growth through new product and market opportunities and add-on acquisitions.

Exit Strategy. The Advisers will consider appropriate exit strategies, including the sale to a strategic or financial buyer (which may from time to time include investors or co-investors), an initial or secondary public offering or a recapitalization. Factors considered include potential conflicts of interest, the company size, company growth rate, industry and competitive dynamics, banking market conditions and capital market conditions.

Risks of Investment

A Partnership and its investors bear the risk of loss that the applicable Advisers' investment strategy entails. The risks involved with the Advisers' investment strategy and an investment in a Partnership are detailed in the Partnership's Memorandum. In general, the risks applicable to each Partnership and the activities of its related General Partner and the Advisers include, but are not limited to:

Future and Past Performance. The performance of the prior investments of Prairie is not necessarily indicative of a Partnership's future results. While the Advisers intend for the Partnerships to make investments that have estimated returns commensurate with the risks undertaken, there can be no assurances that positive returns will be achieved. On any given investment, loss of principal is possible.

Passive Investment; Reliance on General Partner. Investors will not have the opportunity to personally evaluate the business and financial information used by the General Partner and/or its affiliates in the selection of investments. Accordingly, investors will be relying on the General Partner and/or its affiliates for properly evaluating, structuring, monitoring, and disposing of investments. The Partnerships are entirely dependent on the General Partner. Control over the operation of a Partnership will be vested entirely with the General Partner, and such Partnership's future profitability will depend largely upon the business and investment acumen of the General Partner and its affiliates. Although the General Partner and/or its affiliates will monitor the performance of each Partnership investment, it will primarily be the responsibility of each portfolio company's management team to operate the portfolio company on a day to day basis. Although the Partnerships generally intend to invest in companies with strong management or recruit strong management to such companies, there can be no assurance that the management of such companies will operate such companies successfully.

The loss or reduction of service of one or more of the principals could have an adverse effect on a Partnership's ability to realize its investment objectives. In addition, the principals currently, and may in the future, manage other investment funds, and may need to devote substantial amounts of their time to the investment activities of such other funds, which may pose conflicts of interest in the allocation of the time of the principals. In addition, certain changes in the General Partner and/or its affiliates or circumstances relating to the General Partner may have an adverse effect on a Partnership or one or more of its portfolio companies including potential acceleration of debt facilities.

Leverage. Each Partnership intends to obtain leverage that may be secured by the Partnership's assets, the Commitments and the capital accounts, as applicable, of the investors in the Partnership. Each Partnership may borrow money to make investments and/or pay expenses. While this leverage is intended to increase overall returns to investors, it will also increase the risk associated with such Partnership. Investor returns will be junior to repayment of borrowings and a Partnership's lenders will have certain rights to enforce the Commitments in the event of a default under such Partnership's facility. The cost and availability of leverage is highly dependent on the state of the broader credit markets (and such credit markets may be impacted by regulatory restrictions and guidelines), which state is difficult to accurately forecast, and at times it may be difficult to obtain or maintain the desired degree of leverage. Leverage generally magnifies both a Partnership's opportunities for gain and its risk of loss from a particular investment. The use of leverage by a Partnership to make investments and/or to pay expenses will also result in interest expense and other costs to the Partnership that may not be covered by distributions made to such Partnership or appreciation of its investments. Any payment of expenses by a Partnership through capital calls rather than borrowings would not require the Partnership to pay interest on such amounts. The Advisers believe the cost of interest incurred on expense payments is mitigated by the preservation of capital for investments that otherwise would be used to pay such expenses.

Leverage often imposes restrictive financial and operating covenants on a company, in addition to the burden of debt service, and may impair its ability to operate its business as desired and/or finance future operations and capital needs.

In addition, the leveraged capital structure of portfolio companies will increase the exposure of a Partnership's investments to any deterioration in a company's condition or industry, competitive pressures, an adverse economic environment, or rising interest rates (which recently have been at or near historic lows) and could accelerate and magnify declines in the value of such Partnership's investments in the leveraged portfolio companies in a down market. In the event any portfolio company cannot

generate adequate cash flow to meet its debt service, a Partnership may suffer a partial or total loss of capital invested in the portfolio company, which could adversely affect the returns of such Partnership. Furthermore, if credit becomes difficult to obtain at the time a Partnership decides that it is desirable to sell all or a part of a portfolio company, such Partnership may not achieve an exit multiple or enterprise valuation consistent within its forecasts. Moreover, the companies in which a Partnership invests generally will not be rated by a credit rating agency. Certain Partnerships may also borrow money or guaranty indebtedness (such as a guaranty of a portfolio company's debt). In addition, to the extent a Partnership incurs leverage (or provides such guaranties), such amounts may be secured by Commitments made by such Partnership's investors and such investors' contributions may be required to be made directly to the lenders instead of such Partnership.

Capital contributed to a Partnership by investors will be subordinated to any amounts borrowed by such Partnership.

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

Junior Securities. The securities in which a Partnership invests may be among the most junior in a portfolio company's capital structure and thus subject to the greatest risk of loss.

Public Company and Regulated Investments. A Partnership's investment portfolio may contain debt and/or equity securities issued by publicly held companies and/or otherwise regulated companies. Such investments may subject a Partnership to risks that differ in type or degree from those involved with investments in privately held or non-regulated companies. Such risks include, without limitation, greater volatility in the valuation of such companies, increased obligations to disclose information regarding such companies, such Partnership and/or its direct or indirect partners, limitations on the ability of such Partnership to take certain actions, increased likelihood of shareholder litigation and insider trading allegations against such companies' executives and board members, including employees and affiliates of the Advisers, and increased costs associated with each of the aforementioned risks.

The Advisers and their affiliates sometimes come into possession of confidential or material non-public information. Consequently, a Partnership may be restricted from initiating a transaction or selling an investment which, if such information had not been known to it, may have been undertaken on account of applicable securities laws or the Advisers' internal policies. Due to these restrictions, a Partnership may not be able to make an investment that it otherwise might have made or sell an investment that it otherwise might have sold.

Non-Controlling Investments. A Partnership may hold meaningful minority stakes in companies and in some cases may have limited minority protection rights. In addition, during the process of exiting investments, a Partnership at times may hold minority equity stakes of any size such as might occur if

portfolio companies are taken public. As is the case with minority holdings in general, such minority stakes that the Partnership may hold will have neither the control characteristics of majority stakes nor the valuation premiums accorded majority or controlling stakes. Where a Partnership holds a minority stake, it may be more difficult for it to liquidate its interests than it would be had the Partnership owned a controlling interest in such company. Even if a Partnership has contractual rights to seek liquidity of the Partnership's minority interests in such companies, it may be very difficult to sell such interests or seek a sale of such company upon terms acceptable to the Partnership, especially in cases where the interests of the other investors in such company have different business and investment objectives and goals.

Business Risks. A Partnership's investment portfolio is expected to consist primarily of securities issued by privately-held companies, and operating results in a specified period will be difficult to predict. Such investments involve a high degree of business and financial risk, as well as risks related to general market conditions, which can result in substantial losses.

Concentration of Investments. Each Partnership participates in a limited number of investments and may make several investments in one industry or one industry segment or within a short period of time. As a result, a Partnership's investment portfolio could become highly concentrated, and the performance of a few holdings may substantially affect its aggregate return.

Lack of Sufficient Investment Opportunities. It is possible that a Partnership will never be fully invested if sufficiently attractive investments are not identified. The business of identifying, structuring and completing private equity and/or mezzanine transactions is highly competitive and involves a high degree of uncertainty. However, the limited partners will be required to bear annual management fees through such Partnership during the applicable period (as described in more detail previously) based on the entire amount of their investments or Commitments, as applicable, to such Partnership (as described in more detail under "Fees and Compensation—Management Fees" above) and other expenses as set forth in the relevant Partnership Agreement.

Illiquidity; Lack of Current Distributions. An investment in the Partnerships should be viewed as an illiquid investment. It is uncertain as to when profits, if any, will be realized, and losses on unsuccessful investments may be realized before gains on successful investments are realized. The return of capital and the realization of gains, if any, generally will occur only upon the partial or complete disposition of an investment. While an investment may be sold at any time, it is generally expected that this will not occur for a number of years after the initial investment. Before such time, there may be no current return on the investment. Furthermore, the expenses of operating a Partnership (including the Management Fee payable to the applicable General Partner) may exceed its income, thereby requiring that the difference be paid from the Partnership's capital, including unfunded commitments.

Dynamic Investment Strategy. While the Advisers generally intend to seek attractive returns for a Partnership through the investment strategy and methods described herein, the relevant Adviser may pursue additional investment strategies and may modify or depart from its initial investment strategy, investment process or investment techniques to the extent it determines such modification or departure to be appropriate and consistent with the relevant Partnership Agreements. An Adviser may pursue investments outside of the industries and sectors in which such Adviser has previously made investments or has internal operational experience.

Need for Follow-On Investments. Following its initial investment in a given portfolio company, an Adviser may decide to provide additional funds to such portfolio company or may have the opportunity to increase its investment in a portfolio company, whether for opportunistic reasons, to fund the needs of the business, as an equity cure under applicable debt documents or for other reasons. There is no assurance that any Partnership will make follow-on investments or that any Partnership will have sufficient funds to make all or any of such investments. Any decision by a Partnership not to make follow-on investments or its inability to make such investments may have a substantial negative effect on a portfolio company in need of such an investment (including an event of default under applicable debt documents in the event an equity cure cannot be made) or may result in a lost opportunity for such Partnership to increase its participation in a successful operation.

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

Non-U.S. Investments. A Partnership may invest in portfolio companies that are organized and/or have substantial sales or operations outside of the United States, its territories and possessions. Such investments may be subject to certain additional risks due to, among other things, potentially unsettled points of applicable governing law, the risks associated with fluctuating currency exchange rates, capital repatriation regulations (as such regulations may be given effect during the term of a Partnership) and the application of complex U.S. and non-U.S. tax rules to cross border investments, possible imposition of non-U.S. taxes on a Partnership and/or the investors with respect to such Partnership's income, and possible non-U.S. tax return filing requirements for such Partnership and/or the investors. Additional risks include: (a) risks of economic dislocations in the host country; (b) less publicly available information; (c) less well-developed regulatory institutions; and (d) greater difficulty of enforcing legal rights in a non-U.S. jurisdiction. Moreover, non-U.S. companies may not be subject to uniform accounting, auditing and financial reporting standards, practices and requirements comparable to those that apply to U.S. companies.

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



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in longer holding periods for investments. Furthermore, such uncertainty or general economic downturn may have an adverse effect upon such Partnership's portfolio companies.

The current political environment could also create additional regulatory burdens applicable to the Partnerships, the Advisers and portfolio companies. A high level of government involvement in the financial markets and in companies in the financial and related industries has created additional uncertainty, risk and volatility, as high levels of government spending create inflation-related and other market risks and high levels of government regulation may discourage market participants from making investments. These could have an adverse effect on the Advisers, Partnerships and portfolio companies in which the Partnerships invest.

Impact of Government Regulation, Reimbursement and Reform. Certain industry segments in which the Partnerships make investments, including various segments of the healthcare, business and financial services, consumer products and education industries, are (or may become) (i) highly regulated at both the federal and state levels in the United States and internationally and (ii) subject to frequent regulatory change. Certain segments may be highly dependent upon various government (or private) reimbursement programs. While the Partnerships seek to invest in companies that seek to comply with applicable laws and regulations, the laws and regulations relating to certain industries, including in particular the healthcare and financial services industries, are complex, may be ambiguous or may lack clear judicial or regulatory interpretive guidance. An adverse review or determination by any applicable judicial or regulatory authority of any such law or regulation, or an adverse change in applicable regulatory requirements or reimbursement programs, could have a material adverse effect on the operations and/or financial performance of the companies in which a Partnership invests. By way of example, the healthcare and financial services industries have been, and will likely continue to be, significantly impacted by recent legislative changes, and various U.S. federal, state or local or non-U.S. legislative proposals related to such industries are introduced from time to time, which, if adopted, could have a significant impact on such industries in general and/or on companies in which a Partnership may invest.

Valuation of Investments. Generally, the relevant General Partner will determine the value of all the related Partnership's investments for which market quotations are available based on publicly available quotations. However, market quotations will not be available for virtually all of a Partnership's investments because, among other things, the securities of portfolio companies held by such Partnership generally will be illiquid and not quoted on any exchange. Each General Partner will determine the value of all the Partnership's investments that are not readily marketable based on ASC 820 guidelines as promulgated by the Financial Accounting Standards Board and any subsequent valuation guidelines required of an investment fund reporting under generally accepted accounting principles as promulgated in the United States. There can be no assurance that the relevant General Partner will have all the information necessary to make valuation decisions in respect of these investments, or that any information provided by third parties on which such decisions are based will be correct. There can be no assurance that the valuation decision of a General Partner with respect to an investment will represent the value realized by the relevant Partnership on the eventual disposition of such investment or that would, in fact, be realized upon an immediate disposition of such investment on the date of its valuation. Accordingly, the valuation decisions made by such General Partner may cause it to ineffectively manage the relevant Partnership's investment portfolios and risks, and may also affect the diversification and management of such Partnership's portfolio of investments.

Cybersecurity Risks. Recent events have illustrated the ongoing cybersecurity risks to which operating companies are subject, particularly operating companies in historically vulnerable industries such as the food services and retail industries. To the extent that a portfolio company is subject to cyber-attack or other unauthorized access is gained to a portfolio company's systems, such portfolio company may be subject to substantial losses in the form of stolen, lost or corrupted (i) customer data or payment information; (ii) customer or portfolio company financial information; (iii) portfolio company software, contact lists or other databases; (iv) portfolio company proprietary information or trade secrets; or (v) other items. In certain events, a portfolio company's failure or deemed failure to address and mitigate cybersecurity risks may be the subject of civil litigation or regulatory or other action. Any of such circumstances could subject a portfolio company, or the relevant Partnership, to substantial losses. In addition, in the event that such a cyber-attack or other unauthorized access is directed at Prairie or one of its service providers holding its financial or investor data, Prairie, its affiliates or the Partnerships may also be at risk of loss.

Director Liability. A Partnership will often seek to obtain the right to appoint one or more representatives to the board of directors (or similar governing body) of the companies in which it invests. Serving on the board of directors (or similar governing body) of a portfolio company exposes the Partnership's representatives, and ultimately the Partnership, to potential liability. Although portfolio companies often have insurance to protect directors and officers from such liability, such insurance may not be obtained by all portfolio companies, and, even if obtained, may be insufficient or may not be available in a particular case. In addition, involvement in litigation can be time consuming for such persons and can divert the attention of such persons from the Partnership's investment activities.

Hedging Arrangements. The relevant General Partner may (but is not obligated to) endeavor to manage a Partnership's or any portfolio company's currency exposures, interest rate exposures or other exposures, using hedging techniques where available and appropriate. Such General Partner may incur costs related to such hedging arrangements, which may be undertaken in exchange-traded or over-the-counter ("OTC") contexts, including futures, forwards, swaps, options and other instruments. 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, and in some cases hedging arrangements may result in losses greater than if hedging had not been used. In some cases, particularly in OTC contexts, hedging arrangements will subject a Partnership to the risk of a counterparty's inability or refusal to perform under a hedging contract, or the potential loss of assets held by a counterparty, custodian or intermediary in connection with such hedging. OTC contracts may expose the Partnership to additional liquidity risks if such contracts cannot be adequately settled.

Unfunded Pension Liabilities. Recent court decisions have suggested that, where an investment fund owns 80% or more 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. A Partnership may, from time to time, own an 80% or greater interest in a portfolio company that has unfunded pension fund liabilities. If such Partnership (or other 80%-owned portfolio companies of the Partnership) were deemed to be liable for such pension liabilities, this could have a material adverse effect on the operations of the Partnership and the companies in which it invests 80% or more of the equity.



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Conflicts of Interest

The Advisers engage in a broad range of advisory and non-advisory activities, including investment activities for their own account, and providing transaction-related, investment advisory, management and other services to portfolio companies. The Advisers will devote such time, personnel and internal resources as are necessary to conduct the business affairs of the Partnerships in an appropriate manner, as required by the relevant Partnership Agreement, although the Partnerships and their respective investments will place varying levels of demand on these over time. In the ordinary course of an Adviser conducting its activities, the interests of a Partnership may conflict with the interests of its Adviser, one or more other investment vehicles, portfolio companies or their respective affiliates. Certain of these conflicts of interest are discussed herein. As a general matter, the Advisers will determine all matters relating to structuring transactions and Partnership operations using their best judgment considering all factors they deem relevant, but in their sole discretion, subject in certain cases to the required approvals by the advisory committees of the participating Partnerships.

During the investment period of a given Partnership, all appropriate investment opportunities will be pursued by the Advisers through such Partnership, subject to certain limited exceptions. Without limitation, the Advisers and their affiliates currently manage, and expect in the future to manage, several other investments similar to those in which a Partnership will be investing, or will have investments in portfolio companies in the form of securities or other investments that are not the principal focus of a Partnership, and may direct certain relevant investment opportunities to those other investments. The Advisers' principals and investment staff will continue to manage and monitor the investments of such investments until their realization. Such other investments that the Advisers' principals may control or manage may potentially compete with companies acquired by a given Partnership. Following the investment period of a Partnership, the relevant Adviser's principals may and likely will focus their investment activities on other opportunities and areas unrelated to such Partnership's investments while continuing to monitor such Partnership's investments with an eye towards increasing value and seeking realization.

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

The Advisers must first determine which Partnership(s) will, or are required to, participate in the relevant investment opportunity. The Advisers generally assess whether an investment opportunity is appropriate for a particular Partnership based on the applicable Partnership Agreement, investment objectives, strategies, life-cycle and structure. For example, a newly organized Partnership generally will seek to purchase a disproportionate amount of investments until it is substantially invested. The Partnerships may invest together in the manner set forth in the Partnership Agreement and the Advisers' related policies. The Advisers will determine the allocation of investment opportunities in a manner that they believe is fair and equitable to the Partnerships and their limited partners consistent with the Advisers' obligations, and may take into consideration factors such as those set forth herein.

Following such determination of allocation among Partnerships, the Advisers will determine if the amount of an investment opportunity in which a Partnership will invest exceeds the amount that

would be appropriate for such Partnership and any such excess may be offered to one or more potential co-investors, including third parties such as Other Executives, as determined by the applicable Partnership Agreements, Side Letters and the Advisers' procedures regarding allocation. The Advisers' procedures permit it to take into consideration a variety of factors in making such determinations, including but not limited to: the Partnership's investment restrictions and objectives including those set forth in the Partnership Agreement, where applicable, strategy, risk profile, time horizon, tax sensitivity, tolerance for turnover, asset composition, cash level, applicable regulatory restrictions, the likelihood that an investor may invest in a future fund sponsored by the General Partner or its affiliates, the sophistication of the investor, the ability of the investor to fund and complete the investment on a timely basis and for strategic or other reasons. The Advisers may grant certain third-party investors the opportunity to evaluate specified amounts of prospective co-investments in Partnership portfolio companies or otherwise to have priority in co-investment opportunities.

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

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

Where multiple Partnerships invest at the same, different or overlapping levels of a portfolio company's capital structure, 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, particularly with respect to Partnerships that have invested in different securities within the same portfolio company. If additional capital is necessary as a result of financial or other difficulties, or to finance growth or other opportunities, Partnerships may or may not provide such additional capital, and if provided, each Partnership generally will supply such additional capital in such amounts, if any, as determined by the Advisers in their sole discretion. Because of the different legal rights associated with debt and equity of the same portfolio company, the Advisers may face a conflict of interest in respect of the advice they give to, and the actions they take on behalf of one Partnership versus another Partnership (*e.g.*, the terms of debt instruments, the enforcement of covenants, the terms of recapitalizations and the resolution of workouts or bankruptcies). If a Partnership enters into any indebtedness with another Partnership on a joint and several basis, the applicable General Partner is

expected to enter into one or more agreements that provide each Partnership with a right of contribution, subrogation or reimbursement. In administering, or seeking to reinforce, these agreements, the Advisers may be subject to conflicts of interest, for example between a Partnership with a reimbursement obligation and a Partnership seeking reimbursement. The Advisers intend to mitigate any potential conflicts by structuring such agreement in a manner intended to cause each Partnership to bear its proportionate share of the applicable indebtedness, without undue favoritism over time.

Conflicts may arise when a Partnership makes investments in conjunction with an investment being made by another Partnership, or if it were to invest in the securities of a company in which another Partnership has already made an investment. A Partnership 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 Partnerships. This may result in differences in price, terms, leverage and associated costs. Further, there can be no assurance that the relevant Partnership and the other Partnership(s) or vehicle(s) with which it co-invests will exit such investment at the same time or on the same terms. The Advisers and their affiliates may express inconsistent views of commonly held investments or of market conditions more generally. There can be no assurance that the return on one Partnership's investments will be the same as the returns obtained by other Partnerships participating in a given transaction. Given the nature of the relevant conflicts there can be no assurance that any such conflict can be resolved in a manner that is beneficial to both Partnerships. In that regard, actions may be taken for one or more Partnerships that adversely affect other Partnerships.

Subject to any relevant restrictions or other limitations contained in the Partnership Agreements of the Partnerships, the Advisers will allocate fees and expenses in a manner that they believe in good faith is fair and equitable to their clients under the circumstances and considering such factors as they deem relevant, but in their sole discretion. In exercising such discretion, the Advisers may be faced with a variety of potential conflicts of interest.

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

As a result of the Partnerships' controlling interests in portfolio companies, the Advisers and/or their affiliates typically have the right to appoint portfolio company board members (including current or former Adviser personnel or persons serving at their request), or to influence their appointment, and to determine or influence a determination of their compensation. An Adviser may offer portfolio company board seats to certain limited partners or their representatives for strategic or other reasons in its sole discretion. From time to time, portfolio company board members approve compensation and/or other amounts payable to the Advisers and/or their affiliates. Unless such amounts are subject to the Partnership Agreements' offset provisions, they will be in addition to any Management Fees or carried interest paid by a Partnership to its Adviser.

Additionally, a portfolio company typically will reimburse an Adviser or service providers retained at such Adviser's discretion, including portfolio company board members, for expenses (including without limitation travel and meal expenses) incurred by such Adviser or such service providers in connection with its performance of services for such portfolio company. This subjects the Advisers and their affiliates to conflicts of interest because the Partnerships generally do not have an interest or share in these reimbursements, and the amount of such reimbursements over time is expected to be substantial. Each Adviser 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 Partnership, their effect is reflected in each Partnership's audited financial statements, and any fee paid or expense reimbursed to an Adviser 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 conflicts of interest.

Each Adviser generally exercises its discretion to recommend to a Partnership or to a portfolio company thereof that it contract for services with (i) such Adviser or a related person of such Adviser (which may include a portfolio company of such Partnership), (ii) an entity with which such Adviser or its affiliates or current or former members of their personnel has a relationship or from which such Adviser or its affiliates or their personnel otherwise derives financial or other benefit or (iii) certain limited partners or their affiliates. For example, an Adviser may be presented with opportunities to receive financing and/or other services in connection with a Partnership's investments from certain limited partners or their affiliates that are engaged in lending or related business. This subjects an Adviser to conflicts of interest, because although the Adviser selects service providers that it believes are aligned with its operational strategies and will enhance portfolio company performance and, relatedly, returns of the relevant Partnership, the Adviser may have an incentive to recommend the related or other person (including a limited partner) because of its financial or other business interest. There is a possibility that an Adviser, 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 Partnerships or Adviser), may favor such retention or continuation even if a better price and/or quality of service could be obtained from another person. Whether or not an Adviser 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.

An Adviser and/or its affiliates may also, from time to time, employ personnel with pre-existing ownership interests in portfolio companies owned by the Partnerships or other investment vehicles advised by the such Adviser and/or its affiliates; conversely, former personnel or executives of an Adviser and/or its affiliates may serve in significant management roles at portfolio companies or service providers recommended by such Adviser. Similarly, an Adviser, its affiliates and/or personnel maintain relationships with (or may invest in) financial institutions, service providers and other market participants, including managers of private funds, banks and brokers. 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, such Adviser and/or its affiliates, and/or the Partnerships or other investment vehicles they advise. An Adviser may have a conflict of interest with a Partnership in recommending the retention or continuation of a third-party service provider to such Partnership or a portfolio company if such recommendation, for example, is motivated by a belief that the service provider



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or its affiliate(s) will continue to invest in one or more Partnerships, will provide such Adviser information about markets and industries in which the Adviser operates (or is contemplating operations) or will provide other services that are beneficial to the Adviser. An Adviser may have a conflict of interest in making such recommendations, in that such Adviser has an incentive to maintain goodwill between it and the existing and prospective portfolio companies for a Partnership, while the products or services recommended may not necessarily be the best available to the portfolio companies held by a Partnership.

The Advisers, their respective affiliates, and equity holders, officers, principals and employees may buy or sell securities or other instruments that they have recommended to a Partnership. In addition, such persons may buy securities in transactions offered to but rejected by a Partnership. Such transactions are subject to the policies and procedures set forth in the Advisers' Code of Ethics. The investment policies, fee arrangements and other circumstances of these investments generally vary from those of any Partnership. Employees and related persons of the Advisers have, and are expected to continue to have, capital investments in or alongside certain Partnerships, or in prospective portfolio companies directly or indirectly, and therefore may have additional conflicting interests in connection with these investments.

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

In addition, as described above, portfolio companies may from time to time pay certain fees to third party consultants (including Other Executives and/or consultants introduced or arranged by the Advisers and/or their affiliates that may regularly provide services to one or more portfolio companies), and such fees will not offset the Management Fee as described herein. Other Executives make use of Adviser resources and otherwise are associated with the Advisers. Other Executives generally receive investment opportunities, reimbursements and other compensation that do not offset the Management Fee of any Partnership, as described herein. Although the use of consultants and the allocation of compensation paid to them by an Adviser, its affiliates and/or the portfolio companies subjects such Adviser and/or its affiliates to potential conflicts of interest, the Advisers believe that such potential conflicts may be reduced by the anticipated cost savings to portfolio companies (which is expected to be to the benefit of the applicable Partnerships) that will result if the cost of the consultant is lower than market rates for the services provided and/or if the services of the consultant align with the Advisers' model for the portfolio company and improve portfolio company performance. Although each Adviser seeks to retain consultants with a view to reducing costs to portfolio companies and, ultimately, the Partnerships, and/or improving portfolio company performance, a number of factors may result in limited or no cost savings from such retention. Each Adviser also seeks to reduce potential conflicts of interest resulting from such arrangements by structuring compensation packages for such persons in a manner that it believes will align such persons' interests with those of the Partnerships' limited partners, and seeks to retain only 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.

Because there is a fixed investment period after which capital from investors in a Partnership may only be drawn down in limited circumstances and because Management Fees are, at certain times during

the life of a Partnership, based upon capital invested by such Partnership, this fee structure may create an incentive to deploy capital when an Adviser may not otherwise have done so. Since in certain cases, certain of the General Partners are permitted to retain certain Supplemental Fees (as described under “Fees and Compensation”) in connection with Partnership investments, the Advisers could have a conflict of interest in connection with approving transactions and receiving such compensation. The General Partners attempt to resolve such conflict by offsetting the Management Fee by a specified percentage of such Supplemental Fees.

Each Adviser and/or its affiliates may enter into Side Letters with certain investors in a Partnership providing such investors with different or preferential rights or terms, including but not limited to different fee structures, information rights, co-investment rights, and liquidity or transfer rights.

Any of these situations subjects the Advisers and/or their affiliates to potential conflicts of interest. Each Adviser attempts to resolve such conflicts of interest in light of its obligations to investors in the Partnerships and the obligations owed by the Advisers to investors in other investment vehicles managed by them, and attempts to allocate investment opportunities among a Partnership, other Partnerships and such investment vehicles in a fair and equitable manner. To the extent that an investment or relationship raises particular conflicts of interest, the Advisers will review the circumstances of such investment or relationship with a view to addressing and reducing the potential for conflict. When necessary, the Advisers consult and receive consent to conflicts from an advisory committee consisting of limited partners of the applicable Partnership(s) and such other investment vehicles.

9. DISCIPLINARY INFORMATION

The Management Company and its management persons have not been subject to any material legal or disciplinary events required to be discussed in this Brochure.

10. OTHER FINANCIAL INDUSTRY ACTIVITIES AND AFFILIATIONS

The Management Company is affiliated with each of the General Partners, which are registered with the SEC under the Advisers Act pursuant to the Management Company’s registration in accordance with SEC guidance. The Management Company provides advisory services to the General Partners and other Prairie Capital entities pursuant to management agreements. These affiliated investment advisers operate as a single advisory business together with the Management Company and serve as managers or general partners of the Partnerships and other pooled vehicles and may share common owners, officers, partners, employees, consultants or persons occupying similar positions.

11. CODE OF ETHICS, PARTICIPATION OR INTEREST IN CLIENT TRANSACTIONS AND PERSONAL TRADING

The Advisers have adopted the Prairie Capital Code of Ethics and Securities Trading Policy (the “Code”), which sets forth standards of conduct that are expected of the Advisers’ Principals and employees and addresses conflicts that arise from personal trading. The Code requires the Advisers’ personnel to:



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- (i) report their personal securities transactions;
- (ii) pre-clear any proposed purchase of any initial public offering, limited offering or security on the Advisers' restricted list; and
- (iii) comply with the policies and procedures reasonably designed to prevent the misuse of, or trading upon, material non-public information.

A copy of the Code will be provided to any limited partner or prospective limited partner upon request to Prairie's Chief Compliance Officer at 312-360-1133. Personal securities transactions by employees who manage the Partnerships are required to be conducted in a manner that prioritizes the Partnerships' interest in appropriate investments.

The Advisers and their affiliated persons may come into possession from time to time of material nonpublic or other confidential information about public companies which, if disclosed, might affect a decision to buy, sell or hold a security. Under applicable law, the Advisers and their affiliated persons would be prohibited from improperly disclosing or using such information for their personal benefit or for the benefit of any person, regardless of whether such person is a Partnership or a limited partner thereof. Accordingly, should the Advisers or any of their affiliated persons come into possession of material nonpublic or other confidential information with respect to any public company, the Advisers would be prohibited from communicating such information, and the Advisers will have no responsibility or liability for failing to disclose such information to the Partnerships or any limited partner thereof as a result of following their policies and procedures designed to comply with applicable law. Similar restrictions may be applicable as a result of Prairie personnel serving as directors of public companies and may restrict trading on behalf of a Partnership.

Principals and employees of the Advisers and their affiliates may directly or indirectly own an interest in one or more Partnerships (including co-investment vehicles) or, as may be permitted by the terms of the Partnership Agreements. To the extent that co-investment vehicles exist, such vehicles may invest in one or more of the same portfolio companies as a Partnership. The Advisers believe that such interests do not create a conflict of interest and instead operate to align the interests of principals and employees of the Advisers with the Partnerships.

As discussed above, in certain circumstances, the Advisers are expected to provide (or agree to provide) certain investors or other persons the opportunity to participate in co-invest vehicles that will invest in certain portfolio companies alongside a Partnership, subject to the Advisers' related policies and the relevant Partnership Agreement(s) and/or Side Letters(s). Such co-investment opportunities generally will be allocated in the manner described under "Methods of Analysis, Investment Strategies and Risk of Loss."

The Advisers and their affiliates, principals and employees may carry on investment activities for their own account and for family members, friends or others who do not invest in the Partnerships, and may give advice and recommend securities to vehicles which may differ from advice given to, or securities recommended or bought for, the Partnerships, even though their investment objectives may be the same or similar. The operative documents and investment programs of certain Partnerships may restrict, limit or prohibit, in whole or subject to certain procedural requirements, investments of certain other vehicles in issuers held by such Partnerships or may give priority with respect to investments to such Partnerships. Some of these restrictions could be waived by the limited partners (or their representatives) in such Partnerships.

Personnel of Prairie, the Advisers or any affiliate of the Advisers may not invest in any securities of any company in which the Partnerships either are actively considering making an investment or have an investment (other than a short-term investments such as commercial paper, money market instruments and similar obligations and securities) or in any securities of any company which, in the good faith determination of the Advisers, meet the Partnerships' investment criteria without the prior approval of the board of advisers of Partnerships' limited partners, subject to certain limitations contained in the Partnership Agreements.

Although historically, the Advisers have not engaged in this practice, pursuant to the applicable Partnership Agreement, the General Partners may borrow funds on behalf of a Partnership and contribute such borrowed amounts to the relevant Partnership as a special capital contribution for investment, to be

redeemed at a later date. Interest in connection with such borrowing is borne by the relevant Partnership as a Partnership expense, consistent with the applicable Partnership Agreement and the expense policy described under "Fees and Compensation." In borrowing on behalf of a Partnership, the General Partners are subject to conflicts of interest between repaying their obligations and retaining such borrowed amounts for the benefit of the Partnership. The General Partners will effect such borrowings in a manner that they believe to be fair and equitable to the Partnerships and consistent with the General Partners' obligations to the Partnerships and the relevant Partnership Agreements.

12. BROKERAGE PRACTICES

The Advisers focus on private company security transactions and generally purchase and sell such companies through privately-negotiated transactions in which the services of an investment banker or broker-dealer may be retained. The Advisers may also distribute securities to limited partners in a Partnership or sell such securities, using a broker-dealer, if a public trading market exists.

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

Although the Advisers do not intend to regularly engage in public securities transactions on behalf of a Partnership, to the extent they do so, they will follow the brokerage practices described below. If the Advisers sell publicly traded securities for a Partnership they are:

- (i) Responsible for directing orders to broker-dealers to effect securities transactions for accounts managed by the Advisers and;
- (ii) Responsible to select brokers on the basis of best price and execution capability.

The Advisers will endeavor to be aware of the current commission rates of eligible brokers and to reduce the expenses incurred for effecting transactions where possible in the best interests of the Partnerships and their limited partners. The Advisers generally seek competitive commission rates, but have no duty or obligation to pay the lowest commission or commission equivalent as certain brokerage transactions may involve specialized services on the part of the broker involved, and thereby entail higher commissions.

If the Advisers engage in any such transactions, orders placed first will be executed first. To the extent that orders for the Partnerships are completed independently, the Advisers may also purchase or sell the same securities or instruments for several Partnerships simultaneously, but are not obligated to do so. The Advisers may combine or “batch” orders to facilitate obtaining best execution and/or to reduce brokerage commissions or other costs with the intent to ensure that no participating Partnership of the Advisers is favored over any other Partnership. If orders are not batched, it may have the effect of increasing brokerage commissions or other costs. When an aggregated order is filled in its entirety, each participating Partnership generally will receive the average price obtained on all such purchases or sales made during such trading day, and for partially completed orders on a *pro-rata basis*.

Brokerage commissions on Partnership transactions may be directed to brokers in recognition of research furnished by them, although the Advisers generally do not make use of such services and have not made use of such services since their inception.

13. REVIEW OF ACCOUNTS

The investments made by the Partnerships are generally private, illiquid and long-term in nature. Accordingly, the review process is not directed toward a short-term decision to dispose of securities. However, the Advisers closely monitor companies in which the Partnerships invest, and the Prairie Chief Compliance Officer periodically checks to confirm that each Partnerships is maintained in accordance with its stated objectives.

Each Partnership generally will provide to its limited partners (i) audited financial statements annually commencing with the first year in which such Partnership makes an investment, (ii) unaudited financial statements for the first three quarters of each fiscal year, (iii) annual tax information necessary for each investor’s U.S. tax returns and (iv) descriptive investment information for each portfolio company. There will also be an annual meeting of investors to review and discuss each Partnership’s activities.

14. CLIENT REFERRALS AND OTHER COMPENSATION

The Advisers and/or their affiliates may provide certain business or consulting services to companies in a given Partnership’s portfolio and receive compensation from these companies in connection with any such services. As described in the relevant Partnership Agreement, this compensation may offset a portion of the Management Fees paid by such Partnership. In other cases (*e.g.*, reimbursements for out of pocket expenses directly related to a portfolio company), these fees may be in addition to Management Fees.

From time to time, the Advisers may enter into solicitation arrangements pursuant to which they compensates third parties for referrals that result in a potential new investor becoming a limited

partner in a Partnership. Any fees payable to placement agents retained by the Advisers will be borne by the Advisers directly, although related expenses incurred pursuant to the relevant placement agent or similar agreement, including but not limited to placement agent travel, meal and entertainment expenses, typically are borne by the relevant Partnership.

15. CUSTODY

The Management Company maintains custody of assets held in the name of one or more Partnerships with the following qualified custodians: Private Bank, Chicago, Illinois, MB Financial Bank, N.A., Chicago, Illinois, and Merrill Lynch Venture Services Group, San Francisco, CA.

16. INVESTMENT DISCRETION

The Advisers have discretionary authority to manage investments on behalf of the applicable Partnership. As a general policy, the Advisers do not allow limited partners to place limitations on this authority, provided that the Partnership Agreement of a Partnership may impose certain restrictions on investing in certain types of securities. Pursuant to the terms of the relevant Partnership Agreement, however, an Adviser and/or its affiliates may enter into Side Letters with certain limited partners whereby the terms applicable to such limited partner's investment in the Partnership may be altered or varied, including, in some cases, the right to opt-out of certain investments for legal, tax, regulatory or other similar reasons. The Advisers assume this discretionary authority pursuant to the terms of (i) the relevant Partnership Agreement, (ii) the investment management agreement between each Partnership, the applicable General Partner and the Management Company and (iii) powers of attorney executed by the limited partners of such Partnership.

17. VOTING CLIENT SECURITIES (PROXY VOTING)

The Advisers have adopted the Prairie Proxy Voting Policies and Procedures (the "Proxy Policy") to address how they will vote proxies, as applicable, for the Partnerships' portfolio investments. The majority of "proxies" received by the Advisers will be written shareholder consents (or similar instruments) for private companies, although the Advisers may also receive traditional proxies from public companies from time to time.

The Proxy Policy seeks to ensure that the Advisers vote proxies (or similar instruments) in the best interest of the Partnerships, including where there may be material conflicts of interest in voting proxies. The Advisers generally believe their interests are aligned with those of the each Partnership's investors, for example, through the principals' beneficial ownership interests in such Partnership and therefore will not seek investor approval or direction when voting proxies. In the event that there is or may be a conflict of interest in voting proxies, the Proxy Policy provides that the Advisers may address the conflict using several alternatives, including by seeking the approval or concurrence of the board of advisers to a Partnership's limited partners, on the proposed proxy vote, or through other alternatives set forth in the Proxy Policy. The Advisers do not consider service on portfolio company boards by Prairie personnel or the Advisers' receipt of management or other fees from portfolio companies to create a material conflict of interest in voting proxies with respect to such companies. The Proxy Policy sets forth certain specific proxy voting guidelines followed by the Advisers when voting proxies on behalf of a Partnership.



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If you would like a copy of Prairie's complete Proxy Policy or information regarding how the Advisers voted proxies for particular portfolio companies, please contact Prairie's Chief Compliance Officer at 312-360-1133, and it will be provided to you at no charge.

18. FINANCIAL INFORMATION

The Management Company does not require prepayment of Management Fees more than six months in advance or have any other events requiring disclosure under this item of the Brochure.