

INVESTMENT ADVISER BROCHURE

**KINDERHOOK INDUSTRIES, LLC**

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March 30, 2017

**This Investment Adviser Brochure (“Brochure”) provides information about the qualifications and business practices of Kinderhook Industries, LLC, a Delaware limited liability company (“Kinderhook Industries”). If you have any questions about the contents of this Brochure, please contact us at (212) 201-6780. The information in this Brochure has not been approved or verified by the United States Securities and Exchange Commission (the “SEC”) or by any state authority.**

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

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

## **MATERIAL CHANGES**

This Brochure contains material changes to the Form ADV Part 2 Amendment filed by Kinderhook Industries on March 30, 2016 (the “**Amended Brochure**”). Immediately below is a discussion of such material changes. Such discussion sets forth only material changes to the Amended Brochure.

This Brochure has been revised to clarify certain disclosures relating to fees and expenses, allocations of co-investments, conflicts of interest and other matters.

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## ADVISORY BUSINESS

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

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

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

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

In its capacity as the management company of Kinderhook Capital SBIC Fund I, L.P., a Delaware limited partnership (“**SBIC Fund I**”), Kinderhook Industries has the authority to manage the business and affairs of SBIC Fund I. Kinderhook SBIC Fund I GP is the general partner of SBIC Fund I. Fund I and the United States Small Business Administration (the “**SBA**”) are the only limited partners of SBIC Fund I. SBIC Fund I serves as an investment vehicle of Fund I by using SBIC Fund I’s SBIC license (the “**SBIC License**”) to operate as a small business investment company (an “**SBIC**”) under Section 301(c) of the Small Business Investment Company Act of 1958, as amended, and the rules and regulations promulgated thereunder by the SBA, as in effect from time to time (the “**SBIC Act**”) and to borrow up to \$100 million of financing from the SBA to complete small business investments (the “**SBA Financing**”). As described in the Fund I private placement memorandum and pursuant to the Fund I limited partnership agreement, the SBA

Financing is structured as a preferred limited partnership interest in SBIC Fund I bearing (x) a prioritized payment (based on the ten-year U.S. Treasury interest rate) on the amount of SBIC Financing at the time of determination, and (y) a profit participation (based on the ten-year U.S. Treasury Bond interest rate and the amount of SBA financing outstanding at the time of determination) when distributions of SBIC Fund I profits are made to the limited partners of SBIC Fund I.

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

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

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

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

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

The Advisers’ advisory services for Private Investment Funds are detailed in the applicable private placement memoranda and limited partnership agreements and are further described below under “Methods of Analysis, Investment Strategies and Risk of Loss.” Investors in Private Investment Funds participate in the overall investment program for the applicable Fund, but may be excused from a particular investment due to legal, regulatory or other agreed-upon circumstances pursuant to the applicable Private Investment Fund’s governing documents. The

Funds or the Advisers have entered into side letters or other similar agreements with certain investors that have the effect of establishing rights (including economic or other terms) under, or altering or supplementing the terms of, the applicable Fund's limited 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, Kinderhook's personnel and/or certain other persons associated with Kinderhook and/or its affiliates. Such co-investments typically involve investment and disposal of interests in the applicable portfolio company at the same time and on the same terms as the Fund making the investment. However, from time to time, for strategic and other reasons, a co-investor or co-invest vehicle may purchase a portion of an investment from one or more Funds after such Funds have consummated their investment in the portfolio company (also known as a post-closing sell-down or transfer). Any such purchase from a Fund by a co-investor or co-invest vehicle generally occurs shortly after the Fund's completion of the investment to avoid any changes in valuation of the investment, and the co-investor or co-invest vehicle may be charged interest on the purchase to compensate the relevant Fund for the holding period, and generally will be required to reimburse the relevant Fund for related costs.

As of December 31, 2016, Kinderhook managed approximately \$1,934,570,977 in client assets on a discretionary basis. Kinderhook is controlled by Thomas L. Tuttle, Robert E. Michalik and Christian P. Michalik who act as the managing members of Kinderhook Industries (the "**Principals**").

## **FEES AND COMPENSATION**

In general, the Advisers receive management fees ("**Management Fees**") in connection with their advisory services. Kinderhook Industries or other Kinderhook entities or affiliates receive additional compensation in connection with management and other services performed for portfolio companies of the Funds and such additional compensation will offset in whole or in part the Management Fee otherwise payable. Portfolio company-related fees may also include amounts prepaid in anticipation of future services or otherwise accelerated, which will be offset against the applicable Management Fee to the extent set forth in the relevant limited partnership agreement. Limited partners in the Funds also bear certain fund expenses.

### **Management Fees**

#### **SBIC Fund I**

SBIC Fund I pays to Kinderhook Industries, a Management Fee quarterly in advance equal to 2.0% per annum of the aggregate amount of regulatory capital (as defined by the SBA) and SBA financing to the extent that investments made by SBIC Fund I in SBIC Fund I portfolio companies have not been disposed of or written-down. The Management Fee payable by SBIC Fund I will be reduced by 75% of Portfolio Company Fees (defined below), net of unreimbursed expenses, received by any of the Advisers ("**Offset Fees**"). All Offset Fees received by the Advisers will

reduce the Management Fee for the three-month period immediately following the quarterly period of receipt and, if the amount of such Offset Fees exceeds the Management Fee for such three-month period, each subsequent three-month period until all Offset Fees have been so applied. **“Portfolio Company Fees”** means, generally, all closing fees, commitment fees, monitoring fees, director’s fees, break-up fees, consulting fees, investment banking fees, managing fees or any other similar fees received by the Advisers from a portfolio company or a prospective portfolio company. As a matter of practice, Kinderhook is typically paid fees of the type referred to in the preceding sentence from, on behalf of or with respect to co-investors in an investment. The portion of any such fee that relates to co-investors are not considered Portfolio Company Fees. Therefore the receipt of such fees relating to co-investors will not reduce the Management Fee payable by any Fund(s) that have also invested in such investment, and as a result a Fund will, in most cases, only benefit with respect to its allocable portion of any such fee and not the portion of any fee that relates to such co-investors.

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

#### Fund I

Fund I pays a Management Fee to Kinderhook Industries, quarterly in advance, equal to 2.0% per annum multiplied by the sum of the aggregate amount of capital contributions attributable to investments that have not been realized, completely written off or structured as a bridge minus the regulatory capital of SBIC Fund I.

The Management Fee payable by Fund I will be reduced by 75% of Portfolio Company Fees (not including, for this purpose, Portfolio Company Fees used to calculate the amount of Management Fee paid by SBIC Fund I), net of unreimbursed expenses, received by any of the Advisers. All Offset Fees received by the Advisers will reduce the Management Fee for the three-month period immediately following the quarterly period of receipt and, if the amount of such Offset Fees exceeds the Management Fee for such three-month period, each subsequent three-month period until all Offset Fees have been so applied.

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

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

The Management Fee will be further reduced in the circumstances and by the amounts described in the Fund I limited partnership agreement.

### Fund II

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

The Management Fee payable on each Management Fee due date shall be reduced by an amount equal to the Management Fee that Management Agent II has irrevocably elected to waive in a written notice delivered to Fund II (“the **Fund II Waived Management Fees**”). Fund II Waived Management Fees are not subject to the Management Fee offsets described below. Due to any such waiving of Management Fees and/or timing of receipt of compensation subject to offsets (as described below), it is possible that the Management Fee offsets will not be fully realized by investors in Fund II, resulting in an additional benefit to Management Agent II.

Management Agent II shall apply 50% of any Portfolio Company Fees to reduce the Management Fee, after giving effect to the Fund II Waived Management Fees, for the quarterly period immediately succeeding the quarterly period in which any such fee was received, directly or indirectly, by the Advisers. In the event that the amount of breakup fees, transaction fees or monitoring fees to be applied against the Management Fee exceeds the Management Fee for the immediately succeeding three-month period, 100% of such excess is carried forward to reduce the Management Fee payable in the following three-month periods.

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

The Management Fee will be further reduced in the circumstances and by the amounts described in the Fund II limited partnership agreement.

### Fund III

Fund III pays a Management Fee to Management Agent III, quarterly in advance, equal to 2.0% per annum of aggregate investment contributions to the extent that the investments for which



such investment contributions were made have not been disposed of, completely written off or structured as a bridge.

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

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

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

The Management Fee will be further reduced in the circumstances and by the amounts described in the Fund III limited partnership agreement.

#### Fund IV

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

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

Management Agent IV shall apply 50% of any Portfolio Company Fees (up to a certain dollar amount and 100% thereafter) to reduce the Management Fee, after giving effect to the Fund IV Waived Management Fees, for the quarterly period immediately succeeding the quarterly period in which any such fee was received, directly or indirectly, by the Advisers. In the event that the amount of breakup fees, transaction fees or monitoring fees to be applied against the

Management Fee exceeds the Management Fee for the immediately succeeding three-month period, 100% of such excess is carried forward to reduce the Management Fee payable in the following three-month periods. Any Management Fee Offsets remaining at the end of the life of Fund IV will be distributed to the partners.

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

The Management Fee will be further reduced in the circumstances and by the amounts described in the Fund IV limited partnership agreement.

#### Fund V

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

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

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

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

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

The Management Fee will be further reduced in the circumstances and by the amounts described in the Fund V limited partnership agreement.

## **Other Information**

Kinderhook Industries exempts certain investors in Private Investment Funds from payment of all or a portion of Management Fees and/or Carried Interest (as defined below), including persons designated by Kinderhook. Any such exemption from Management Fees and/or Carried Interest may be made by a direct exemption, a rebate by Kinderhook Industries and/or its affiliates or through other Private Investment Funds which co-invest with the Funds. For example, in instances where a Kinderhook Industries professional or its affiliate invests in a Private Investment Fund, such professional or its affiliate generally will be exempt from payment of the Management Fee and Carried Interest with respect to such Private Investment Fund. Additionally, to the extent permitted by the relevant Private Investment Fund's governing documents, certain Advisers may have the right to permit investors, affiliated with an Adviser or otherwise, to invest through the relevant general partner or other vehicles that do not bear Management Fees or Carried Interest.

The Funds and any other Private Investment Funds generally invest on a long-term basis. Accordingly, investment advisory and other fees are expected to be paid, except as otherwise described in the limited partnership agreements, over the term of the Funds (or the relevant Private Investment Funds, as applicable) and investors generally are not permitted to withdraw or redeem interests in the Funds (or other relevant Private Investment Funds, as applicable).

The Principals or other employees of Kinderhook may receive a portion of the Management Fee, Carried Interest or other compensation received by Kinderhook Industries or its affiliates.

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

Such Operating Partners generally provide services in relation to the identification, acquisition, holding, improvement and disposition of portfolio companies, including operational aspects of such companies. In certain circumstances, these services also include serving in management or policy-making positions for portfolio companies. Operating Partners receive compensation, including, but not limited to cash fees, retainers, transaction fees, a profits or equity interest in a portfolio company, profits or equity interests in one or more Funds or General Partners, remuneration from Kinderhook and/or its Funds or affiliates or other compensation, which typically are determined according to one or more methods, including the value of the time (including an allocation for overhead and other fixed costs) of such Operating Partners, a percentage of the value of the portfolio company, the invested capital exposed to such portfolio company, amounts charged by other providers for comparable services and/or a percentage of cash flows from such company. No such compensation will offset or reduce the Management Fee. Out-

of-pocket expenses (including travel and other costs) incurred by Operating Partners while conducting business for a Fund's portfolio companies are generally reimbursed by the portfolio companies but may also be paid by a Fund. Operating Partners are not subject to the restrictions on Kinderhook persons such as conflicts of interest, priority of transaction opportunities, and formation of other vehicles. The use of Operating Partners subjects Kinderhook to conflicts of interest, as discussed under "Conflicts of Interest" below.

Kinderhook and/or its affiliates generally have discretion over whether to charge 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 may give rise to conflicts of interest between the Private Investment Funds, on the one hand, and Kinderhook and/or its affiliates on the other hand.

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

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

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

Kinderhook Industries does not receive a carried interest allocation ("**Carried Interest**") for its advisory services to the Funds. Rather, each of Kinderhook I GP, Kinderhook II GP, Kinderhook III GP and Kinderhook IV GP receive a Carried Interest equal to 20% of all aggregate realized profits from each of the Funds in excess of an 8% compound preferred return as more fully described in the applicable Fund's limited partnership agreement. If any of the Advisers receive Carried Interest distributions of the applicable Fund which are, in the aggregate, in excess of 20% of such Fund's cumulative net profits (subject to the 8% compound preferred return), then such excess Carried Interest distributions will be subject to repayment by such Adviser. The Advisers do not advise Private Investment Funds not subject to a Carried Interest. The Funds'

respective general partners may waive Carried Interest with regard to certain limited partners in the applicable Fund as described under “Fees and Compensation.”

## **TYPES OF CLIENTS**

Kinderhook provides investment advice to the Private Investment Funds, including the Funds. Private Investment Funds may include investment partnerships or other investment entities formed under domestic or foreign laws and operated as exempt investment pools under the Investment Company Act of 1940, as amended. The investors participating in the Private Investment Funds may include individuals, banks or thrift institutions, other investment entities, university endowments, sovereign wealth funds, family offices, pension and profit-sharing plans, trusts, estates or charitable organizations or other corporations or business entities and may include, directly or indirectly, the Principals or other employees of Kinderhook and its affiliates and members of their families, Operating Partners or other service providers retained by Adviser.

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

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

### **General**

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

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

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

### **Investment and Operating Strategy**

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

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

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

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

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

## **Risks of Investment**

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

***Business Risks.*** Each Fund's investment portfolio may consist primarily of securities issued by privately held companies, and operating results in a specified period will be difficult to predict.

Such investments involve a high degree of business and financial risk that can result in substantial losses.

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

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

***Concentration of Investments.*** Each Fund will participate in a limited number of investments and may seek to make several investments in one industry or one industry segment or within a short period of time. As a result, each Fund's investment portfolio could become highly concentrated, and the performance of a few holdings or of a particular industry may substantially affect its aggregate return. Furthermore, to the extent that the capital raised is less than the targeted amount, the Funds may invest in fewer portfolio companies and thus be less diversified.

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

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

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

***Leveraged Investments.*** The Funds may make use of leverage by incurring or having a portfolio company incur debt to finance a portion of its investment in a given portfolio company. Leverage generally magnifies both the Funds' opportunities for gain and its risk of loss from a particular investment. The cost and availability of leverage is highly dependent on the state of the broader credit markets, which state is difficult to accurately forecast, and at times it may be difficult to obtain or maintain the desired degree of leverage. The use of leverage will also result in interest expense and other costs to the Funds that may not be covered by distributions made to the Funds or appreciation of its investments. The use of leverage also imposes restrictive financial and operating covenants on a company, in addition to the burden of debt service, and may impair its ability to finance future operations and capital needs. The leveraged capital structure of portfolio companies will increase the exposure of the Funds' investments to any deterioration in a company's condition or industry, competitive pressures, an adverse economic environment or rising interest rates and could accelerate and magnify declines in the value of the Funds' investments in the leveraged portfolio companies in a down market. In the event any portfolio company cannot generate adequate cash flow to meet its debt service, the Funds may suffer a partial or total loss of capital invested in the portfolio company, which could adversely affect the returns of the Funds. Furthermore, should the credit markets be limited or costly at the time the Funds determine that it is desirable to sell all or a part of a portfolio company, the Funds may not achieve an exit multiple or enterprise valuation consistent with its forecasts. Moreover, the companies in which the Funds will invest generally will not be rated by a credit rating agency.

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

***Reliance on the Advisers and Portfolio Company Management.*** Each Fund will be dependent on the Advisers. Control over the operation of each Fund is vested with the relevant Adviser, and a Fund's future profitability will depend largely upon the business and investment acumen of the Principals. The loss or reduction of service of one or more of the Principals could have an adverse effect on the Fund's ability to realize its investment objectives. In addition, the Principals may in the future, manage other investment funds besides the Funds and the Principals may need to devote substantial amounts of their time to the investment activities of such other funds, which may pose conflicts of interest in the allocation of the time of the Principals. Limited partners generally have no right or power to take part in the management of the Funds, and as a result, the investment performance of the Funds will depend on the actions of the Advisers. In addition, certain changes in the Advisers or circumstances relating to the Advisers may have an adverse effect on a Fund or one or more of its portfolio companies, including potential acceleration of debt facilities. Although the Advisers will monitor the performance of Fund investments, it will primarily be the responsibility of each portfolio company's management team to operate such portfolio company on a day-to-day basis. Although the Funds generally intend to invest in companies with strong



management or recruit strong management to such companies, there can be no assurance that the management of such companies will be able or willing to successfully operate a company in accordance with a Fund's objectives.

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

**Tax Information Exchange Regimes; FATCA Withholding Tax on Certain Non-U.S. Entities.** The United States, pursuant to the "Foreign Account Tax Compliance Act" or "FATCA" has entered into numerous intergovernmental agreements with various jurisdictions concerning the exchange of information as a means to combat tax evasion. The United Kingdom has entered into similar agreements with various jurisdictions. Other countries are also considering such agreements, and the Organization for Economic Co-operation and Development (the "OECD") has published a global Common Reporting Standard for multilateral exchange of information pursuant to which many countries have now signed multilateral agreements. One or more of these information exchange regimes are likely to apply to the Funds and/or alternative investment vehicles, and may require the Advisers to collect and share with applicable taxing authorities information concerning limited partners (including identifying information and amounts of certain income allocable or distributable to them). A limited partner's failure to provide the required information may result in result in expulsion from a Fund and/or alternative investment vehicles. In addition, FATCA generally imposes a withholding tax of 30% on a non-U.S. entity's share of most payments attributable to investments in the United States, including dividends, interest, and, beginning on January 1, 2019, gross proceeds of a disposition of stock, unless an exception applies. The Funds may be required to withhold such taxes from certain non-U.S. limited partners, unless an exception applies.

**Enhanced Scrutiny and Certain Effects of Potential Regulatory Changes.** There continue to be discussions regarding enhanced governmental scrutiny and/or increased regulation of the private equity industry. There can be no assurance that any such scrutiny or regulation will not have an adverse impact on a Fund's activities, including the ability of a Fund to effectively and timely address such regulations, implement operating improvements or otherwise execute its investment strategy or achieve its investment objectives.

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

event of default under applicable debt documents in the event an equity cure cannot be made). Additionally, such failure to make such investments may result in a lost opportunity for the Funds to increase its participation in a successful portfolio company or the dilution of a Fund's ownership in a portfolio company if a third party invests in such portfolio company.

***Non-U.S. Investments.*** The Funds may invest in portfolio companies that are organized 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 the Funds), the application of complex U.S. and non-U.S. tax rules to cross-border investments, possible imposition of non-U.S. taxes on the Funds and/or the partners with respect each of the Fund's income, and possible non-U.S. tax return filing requirements for each Fund and/or their partners.

Additional risks of non-U.S. investments include: (a) economic dislocations in the host country; (b) less publicly available information; (c) less well-developed and/or more restrictive laws, regulations, regulatory institutions and judicial systems; (d) greater difficulty of enforcing legal rights in a non-U.S. jurisdiction; (e) civil disturbances; (f) government instability; and (g) nationalization and expropriation of private assets. Moreover, non-U.S. companies may not be subject to uniform accounting, auditing and financial reporting standards, practices and requirements comparable to those that apply to U.S. companies.

***Public Company Holdings.*** A Funds' investment portfolios may contain securities and debt issued by publicly-held companies. Such investments may subject the Funds to risks that differ in type or degree from those involved with investments in privately-held companies. Such risks include, without limitation, greater volatility in the valuation of such companies, increased obligations to disclose information regarding such companies, limitations on the ability of the Funds to dispose of such securities and debt at certain times, increased likelihood of shareholder litigation and insider trading allegations against such companies' executives and board members, including the Principals, and increased costs associated with each of the aforementioned risks.

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

***Limitation of Recourse and Indemnification.*** A limited partnership agreement may limit the circumstances under which a general partner and its affiliates will be held liable to a Fund. As a result, limited partners may have a more limited right of action in certain cases than they would have in the absence of such provision. In addition, a limited partnership agreement may provide that a Fund will indemnify the general partner and its affiliates for certain claims, losses, damages

and expenses arising out of their activities on behalf of a Fund. Such indemnification obligations could materially impact the returns to limited partners.

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

***New Rules Regarding U.S. Federal Income Tax Liability Resulting from IRS Audits.*** For taxable years of a Fund beginning on or after January 1, 2018 (or earlier, if a Fund so elects), U.S. federal income taxes arising from an IRS audit will be paid by such Fund absent an election to the contrary and a "partnership representative" will have the power to act on behalf of such Fund and its partners in all IRS audits and other proceedings involving such Fund's U.S. federal income, loss, deductions and credits. These new rules may be less favorable than current partnership audit rules for certain partners in certain cases.

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

***Market Conditions.*** The capital markets have experienced great volatility and financial turmoil. Moreover, governmental measures undertaken in response to such turmoil (whether regulatory or financial in nature) may have a negative effect on market conditions. General fluctuations in the market prices of securities and economic conditions generally may reduce the availability of attractive investment opportunities for the Funds and may affect the Funds' ability to make investments. Instability in the securities markets and economic conditions generally (including a slow-down in economic growth and/or changes in interest rates or foreign exchange rates) may also increase the risks inherent in the Funds' investments and could have a negative impact on the performance and/or valuation of the portfolio companies. A Fund's performance can be affected by deterioration in the capital markets and by market events, such as the onset of the credit crisis in the summer of 2007 or the downgrading of the credit rating of the United States in 2011, which, among other things, can impact the public market comparable earnings multiples used to value privately held portfolio companies and investors' risk-free rate of return. Movements in foreign exchange rates may adversely affect the value of investments in portfolio companies and a Fund's performance. Volatility and illiquidity in the financial sector may have an adverse effect on the

ability of a Fund to sell and/or partially dispose of its portfolio company investments. Such adverse effects may include the requirement of a Fund to pay break-up, termination or other fees and expenses in the event such Fund is not able to close a transaction (whether due to the lenders' unwillingness to provide previously committed financing or otherwise) and/or the inability of such Fund to dispose of investments at prices that the Kinderhook believes reflect the fair value of such investments. The impact of market and other economic events may also affect a Fund's ability to raise funding to support its investment objective and also the level of profitability achieved on realizations of investments.

***Valuation of Investments.*** Generally, a Fund's general partner will determine the value of all the related Fund'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 Fund's investments because, among other things, the securities of portfolio companies held by such Fund generally will be illiquid and not quoted on any exchange. Each general partner will determine the value of all the Fund's investments that are not readily marketable based on Accounting Standards Codification Topic 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 Fund's general partner will have all of 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 Fund's general partner with respect to an investment will represent the value realized by the relevant Fund on the eventual disposition of such investment or that would, in fact, be realized upon an immediate disposition of such investment on the date of its valuation. Accordingly, the valuation decisions made by such General Partner may cause it to ineffectively manage the relevant Fund's investment portfolios and risks, and may also affect the diversification and management of such Fund'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 Fund, to substantial losses. In addition, in the event that such a cyber-attack or other unauthorized access is directed at Kinderhook or one of its service providers holding its financial or investor data, Kinderhook, its affiliates or the Funds may also be at risk of loss, despite efforts to prevent and mitigate such risks under Kinderhook's policies.

## **Conflicts of Interest**

Kinderhook and its related entities engage in a broad range of advisory and non-advisory activities, including investment activities for their own account and for the account of other Funds,

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

The individual members or partners of the Advisers may also work for one or more other investment funds, as may be permitted under the limited partnership agreements, and conflicts of interest may arise in allocating management time, services or functions among such entities. It is possible that a permitted other investment fund will invest in a company that is or becomes a competitor of a portfolio company of a Fund. Such investment could create a conflict between a Fund and the permitted other investment fund.

During the commitment period of a Fund, the Advisers will pursue all appropriate investment opportunities exclusively through such Fund, subject to certain limited exceptions. However, the Advisers currently, and may in the future, manage several other investment funds and investments similar to those in which the Funds will be investing, and may direct certain relevant investment opportunities to those investment funds and investments. The Advisers' investment staff will continue to manage and monitor such investment funds and investments. The significant investment of the Principals in the Funds, as well as the Advisers' interest in the Carried Interest, operate to align, to some extent, the interests of the Advisers with the interests of the Funds and the partners, although the Advisers have economic interests in such other investment funds and investments as well and receive management fees and carried interest relating to these other interests. Such other investment funds and investments that the Advisers may control or manage may compete with one of the Funds or companies acquired by the Funds. Following the commitment period of a Fund, the Advisers may and likely will focus their investment activities on other opportunities and areas that may or may not be related to the Fund's investments.

From time to time, the Advisers will be presented with investment opportunities that would be suitable not only for a Fund, but also for other Private Investment Funds, and any other investment vehicles operated by the Advisers. In determining which investment vehicles 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 client of the Advisers in a portfolio company may also raise the risk of using assets of a client of the Advisers to support positions taken by other clients of the Advisers.

Kinderhook must first determine which Fund(s) will, or are required to, participate in the relevant investment opportunity. Kinderhook generally assesses whether an investment opportunity is appropriate for a particular Fund based on the Fund's Partnership Agreement, as

well as factors including but not limited to: investment restrictions and objectives (including those set forth in the relevant client's Partnership Agreements, where applicable), strategy, risk profile, time horizon, tax sensitivity, tolerance for turnover, asset composition, cash level (if any), applicable regulatory restrictions, life-cycle and structure. For example, a newly organized Fund generally will seek to purchase a disproportionate amount of investments until it is substantially invested. A Fund may invest together with other Funds advised by an affiliated adviser of Kinderhook in the manner set forth in the relevant Partnership Agreements and the Adviser's allocation policy. Kinderhook will determine the allocation of investment opportunities among Funds in a manner that it believes is fair and equitable consistent with Kinderhook's obligations and may take into consideration factors such as those set forth above.

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

Furthermore, decisions regarding whether and to whom to offer co-investment opportunities may be made by Kinderhook or its related persons in consultation with other participants in the relevant transactions, such as a co-sponsor. Co-investment opportunities may, and typically will, be offered to some and not to other Kinderhook investors. When and to the extent that employees and related persons of the Advisers make capital investments in or alongside certain Private Investment Funds, the Advisers are subject to conflicting interests in connection with these investments. There can be no assurance that any Private Investment Fund's return from a transaction would be equal to and not less than another Private Investment Fund participating in

the same transaction or that it would have been as favorable as it would have been had such conflict not existed.

As a result of the Private Investment Funds' controlling interests in portfolio companies, the Advisers typically have the right to appoint portfolio company board members, or to influence their appointment, and to determine or influence a determination of their compensation. From time to time, portfolio company board members approve compensation and/or other amounts payable to the Advisers. Such amounts will be in addition to any Management Fees or Carried Interest paid by a Private Investment Fund to the Advisers. In certain circumstances, actions that may be in the best interest of a portfolio company may not be in the best interest of a Fund, and vice versa. Kinderhook personnel serving on the boards of portfolio companies will consider all relevant facts before coming to a decision or making a recommendation.

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

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

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

As a result of the Funds' controlling interests in portfolio companies, Kinderhook and/or its affiliates typically have the right to appoint portfolio company board members, or to influence their appointment, and to determine or influence a determination of their compensation. From time to time, portfolio company board members approve compensation and/or other amounts payable to Kinderhook and/or its affiliates. Such amounts will be in addition to any Management Fees or carried interest paid by a Fund to Kinderhook.

Additionally, a portfolio company typically will reimburse the Advisers or service providers retained at an Adviser's discretion for expenses (including without limitation travel expenses) incurred by an Adviser or such service providers in connection with its performance of services for such portfolio company. This subjects the Advisers to conflicts of interest because the Private Investment Funds generally do not have an interest or share in these reimbursements, and the amount of such reimbursements over time is expected to be substantial. An 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 Private Investment Fund, their effect is reflected in each Private Investment Fund's audited financial statements, and any fee paid or expense reimbursed to the Advisers or such service providers generally is subject to: agreements with sellers, buyers and management teams; the review and supervision of the board of directors of or lenders to portfolio companies; and/or third party co-investors in its transactions. These factors help to mitigate related conflicts of interest.

The Advisers generally exercise discretion to recommend to a Private Investment Fund or to a portfolio company thereof that it contract for services with (i) the Advisers or a related person of the Advisers (which may include a portfolio company of such Private Investment Fund), (ii) an entity with which the Advisers or their (current or former) personnel have a relationship or from which the Advisers or their personnel otherwise derive financial or other benefit or (iii) certain limited partners or their affiliates. For example, Kinderhook may be presented with opportunities to receive financing and/or other services in connection with a Fund's investments from certain limited partners or their affiliates that are engaged in lending or related business. This subjects the Advisers to conflicts of interest, because although the Advisers select service providers that they believe are aligned with operational strategies and will enhance portfolio company performance and, relatedly, returns of the relevant Private Investment Fund, the Advisers may have an incentive to recommend the related or other person because of its financial or other business interest. There is a possibility that the Advisers, because of such belief or for other reasons (including whether the use of such persons could establish, recognize, strengthen and/or cultivate relationships that have the potential to provide longer-term benefits to the relevant Funds or Kinderhook), may favor such retention or continuation even if a better price and/or quality of service could be obtained from another person. Whether or not the Advisers have a relationship or receive financial or other benefit from recommending a particular service provider, there can be no assurance that no other service provider is more qualified to provide the applicable services or could provide such services at lesser cost.

The Advisers may also, from time to time, employ personnel with pre-existing ownership interests in portfolio companies owned by the Private Investment Funds or other investment vehicles advised by the Advisers; conversely, former personnel or executives of the Advisers may serve in significant management roles at portfolio companies or service providers recommended by the Advisers. Similarly, the Advisers and/or their 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, the Advisers, and/or the Private Investment Funds or other investment vehicles they advise. The Advisers may have a conflict of interest with a Private Investment Fund in recommending the retention or continuation of a third-party service provider



to such Private Investment Fund or a portfolio company if such recommendation, for example, is motivated by a belief that the service provider or its affiliate(s) will continue to invest in one or more Private Investment Funds, will provide the Advisers information about markets and industries in which the Advisers operate (or are contemplating operations) or will provide other services that are beneficial to the Advisers. The Advisers may have a conflict of interest in making such recommendations, in that the Advisers have an incentive to maintain goodwill between the Advisers and the existing and prospective portfolio companies for a Private Investment Fund, while the products or services recommended may not necessarily be the best available to the portfolio companies held by a Private Investment Fund.

The Advisers and their Principals, equityholders, officers, and employees may buy or sell securities or other instruments that an Adviser has recommended to a Private Investment Fund. In addition, the Principals may buy securities in transactions offered to but rejected by a Private Investment Fund. 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 may vary from those of any Private Investment Fund. Employees and related persons of Kinderhook have, and are expected to continue to have, capital investments in or alongside certain Funds, or in prospective portfolio companies directly or indirectly, and therefore may have additional conflicting interests in connection with these investments.

Because certain expenses are paid for by a Private Investment Fund and/or its portfolio companies or, if incurred by the Advisers, are reimbursed by a Private Investment Fund and/or its portfolio companies, the Advisers may not necessarily seek out the lowest cost options when incurring (or causing a Private Investment Fund or its portfolio companies to incur) such expenses.

In addition, as described above, portfolio companies (and, to a lesser extent, the Funds) typically pay certain fees to Operating Partners and other consultants (including consultants introduced or arranged by Kinderhook and/or its affiliates that may regularly provide services to one or more portfolio companies), and such fees do not offset the Management Fees as described herein. Operating Partners may make use of the Advisers' resources or otherwise be associated with the Advisers. Kinderhook and/or its affiliates may agree to compensate certain of such persons to the extent portfolio company-related compensation falls below certain specified levels on an aggregate annualized basis, or provide other compensation. Operating Partner compensation is expected to include cash fees, securities of a portfolio company and/or a share of proceeds upon sale of a portfolio company. Additionally, portfolio companies may provide opportunities for Operating Partners to invest in such portfolio company and reimburse costs and expenses incurred by Operating Partners. Operating Partners also may have a limited partner interest in the General Partners and/or one or more Funds, may receive remuneration from Kinderhook and/or its Funds or affiliates and/or be entitled to other forms of compensation. Such investment opportunities, reimbursements and other compensation paid to an Operating Partner will not offset the Management Fee of any Fund as described herein. Although the use of Operating Partners and the allocation of compensation paid to them by the portfolio companies may subject the Advisers 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 Private Investment Fund(s)) that will result if the cost of the Operating Partner is lower than market rates for the services provided and/or if the quality of the services of the Operating Partner makes a greater contribution to the success of the portfolio

company. Although the Advisers seek to retain Operating Partners with a view to reducing costs to portfolio companies (and, ultimately, the Private Investment Funds) and/or improving portfolio company performance, a number of factors may result in limited or no cost savings from such retention. The Advisers also seek to reduce potential conflicts of interest resulting from such arrangements by structuring compensation packages for such persons in a manner that the Advisers believe will align such persons' interests with those of the Private Investment Funds' limited partners.

Because the Advisers' Carried Interest is based on a percentage of net realized profits, it may create an incentive for the Advisers to cause a Private Investment Fund to make riskier or more speculative investments than would otherwise be the case. Also, because there is a fixed investment period after which capital from investors in a Private Investment Fund may only be drawn down in limited circumstances and because Management Fees are, at certain times during the life of a Private Investment Fund, based upon capital invested by such Private Investment Fund, this fee structure may create an incentive to deploy capital when the Advisers may not otherwise have done so. Since certain Advisers are permitted to retain certain Portfolio Company Fees (as described under "Fees and Compensation") in connection with Private Investment Fund investments, such Advisers could have a conflict of interest in connection with approving transactions and setting such compensation.

The Advisers may enter into side letter arrangements with certain investors in a Private Investment Fund, providing such investors with different or preferential rights or terms, including but not limited to different fee structures, information rights, co-investment rights, and liquidity or transfer rights.

Any of these situations subjects the Advisers to potential conflicts of interest. The Advisers will attempt to resolve such conflicts of interest in light of its obligations to investors in its Private Investment Funds and the obligations owed by the Advisers to investors in investment vehicles managed by them, and attempts to allocate investment opportunities among the Funds, other Private Investment Funds and such investment vehicles in a fair and equitable manner. Where necessary, the Advisers consult and receive consent to conflicts from an advisory board consisting of the limited partners of the applicable Fund and such other investment vehicle.

From time to time Kinderhook and its affiliates and personnel, and persons selected by them, expect to receive the benefit of "friends and family" and similar discounts from portfolio companies owned by the Funds under which such portfolio companies make their goods and/or services available at reduced rates. Because its portfolio companies offer such discounts to customers other than Kinderhook and such persons as part of their standard commercial practices in an effort to expand their respective customer bases, Kinderhook believes that the potential for conflicts of interest relating to such discounts is mitigated. Kinderhook, its affiliates and personnel generally refrain from requesting or negotiating for such discounts in the ordinary course.

#### **DISCIPLINARY INFORMATION**

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

## **OTHER FINANCIAL INDUSTRY ACTIVITIES AND AFFILIATIONS**

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

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

The Advisers have adopted the Kinderhook Code of Ethics and Securities Trading Policy and Procedures (the “**Code**”), which sets forth standards of conduct that are expected of Kinderhook Principals and employees and addresses conflicts that arise from personal trading. The Code requires certain Kinderhook personnel to report their personal securities transactions, prohibits or requires pre-clearance for Kinderhook personnel from directly or indirectly acquiring beneficial ownership or disposing of securities in an initial public offering, and prohibits Kinderhook personnel from directly or indirectly acquiring beneficial ownership of certain securities, without first obtaining approval from the Kinderhook Chief Compliance Officer. In addition, the Code requires such personnel to comply with procedures designed to prevent the misuse of, or trading upon, material non-public information. A copy of the Code will be provided to any investor or prospective investor upon request to the Kinderhook Chief Compliance Officer, at (212) 201-6780. Personal securities transactions by employees who manage client accounts are required to be conducted in a manner that prioritizes the client’s interests in client eligible investments.

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 an investor’s 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 client of the Advisers.

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 to clients, and the Advisers will have no responsibility or liability for failing to disclose such information to clients as a result of following their policies and procedures designed to comply with applicable law. Similar restrictions may be applicable as a result of the Advisers’ personnel serving as directors of public companies and may restrict trading on behalf of clients, including the Funds.

Principals and employees of the Advisers and their affiliates generally directly or indirectly own an interest in Private Investment Funds, including the Funds or certain co-investment vehicles. To the extent that co-investment vehicles exist, such vehicles may invest in one or more of the same portfolio companies as the Funds. Co-invest opportunities may also be presented to certain affiliates of the Advisers, as well as third party investors, Operating Partners and other persons,

and such co-investments may be effected through co-investment vehicles or directly in a particular portfolio company. Such co-investment opportunities generally will be allocated in the manner described under “Methods of Analysis, Investment Strategies and Risk of Loss.”

The Advisers and their respective 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 Funds, and may give advice and recommend securities to vehicles which may differ from advice given to, or securities recommended or bought for the Funds even though their investment objectives may be the same or similar.

From time to time, the Advisers may borrow funds on behalf of the Private Investment Funds and contribute such borrowed amounts to the relevant Private Investment Fund 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 Private Investment Fund) as a fund expense, consistent with the limited partnership agreement (or other governing document) of such Fund and the expense policy described under “Fees and Compensation.” In borrowing on behalf of a Private Investment Fund, the Advisers are subject to conflicts of interest between repaying its obligations and retaining such borrowed amounts for the benefit of such Private Investment Fund, as applicable. The Advisers will effect such borrowings in a manner they believe to be fair and equitable to such Private Investment Fund and consistent with the Adviser’s obligations under the limited partnership agreement (or other governing document).

#### **BROKERAGE PRACTICES**

The Advisers focus on securities transactions of private companies and generally purchase and sell such companies through privately-negotiated transactions in which the services of a broker-dealer may be retained. However, the Advisers may also distribute securities to investors in a Fund or sell such securities, including through using a broker-dealer, if a public trading market exists. Although the Advisers do not intend to regularly engage in public securities transactions, to the extent they do so, they follow the brokerage practices described below.

If the Advisers sell publicly traded securities for a Fund, they are responsible for directing orders to broker-dealers to effect securities transactions for accounts managed by the Advisers. In such event, the Advisers will seek to select brokers on the basis of best price and execution capability. In selecting a broker to execute client transactions, the Advisers may consider a variety of factors, including: (i) execution capabilities with respect to the relevant type of order; (ii) commissions charged; (iii) the reputation of the firm being considered; and (iv) responsiveness to requests for trade data and other financial information.

The Advisers have no duty or obligation to seek in advance competitive bidding for the most favorable commission rate applicable to any particular client transaction or to select any broker on the basis of its purported or “posted” commission rate, but will endeavor to be aware of the current level of the charges of eligible brokers and to reduce the expenses incurred for effecting client transactions to the extent consistent with the interests of such clients. Although the Advisers generally seek competitive commission rates, they may not necessarily pay the lowest commission or commission equivalent. Transactions may involve specialized services on the part of the broker

involved and thereby entail higher commissions or their equivalents than would be the case with other transactions requiring more routine services.

Consistent with the Advisers seeking to obtain best execution, brokerage commissions on client transactions may be directed to brokers in recognition of research furnished by them, although the Advisers generally do not make use of such services at the current time and have not made use of such services since its inception. Such research services could include economic research, market strategy research, industry research, company research, fixed income data services, computer-based quotation equipment and research services and portfolio performance analysis. As a general matter, research provided by these brokers would be used to service all of the Advisers' Private Investment Funds. However, each and every research service may not be used for the benefit of each and every Private Investment Fund managed by the Advisers, and brokerage commissions paid by one Private Investment Fund may apply towards payment for research services that might not be used in the service of such Private Investment Fund. Research services may be shared among the Advisers and their affiliates.

The Advisers do not employ any agreement or formula for the allocation of brokerage business on the basis of research services; however, the Advisers may, in their discretion, cause the Private Investment Funds to pay such brokers a commission for effecting portfolio transactions in excess of the amount of commission another broker adequately qualified to effect such transactions would have charged for effecting such transactions. This may be done where the Advisers have determined in good faith that such commission is reasonable in relation to the value of brokerage and research services received. In reaching such a determination, the Advisers would not be required to place or attempt to place a specified dollar value on the brokerage or research services provided by such broker.

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

To the extent that the Adviser allocates brokerage business on the basis of research services, it may have an incentive to select or recommend broker-dealers based on the interest in receiving such research or other products or services, rather than based on its Private Investment Funds' interest in receiving most favorable execution.

The Advisers do not anticipate engaging in significant public securities transactions; however, to the extent that the Advisers engage in any such transactions, orders for purchase or sale of securities placed first will be executed first, and within a reasonable amount of time of order receipt. To the extent that orders for Private Investment Funds are completed independently, the Advisers may also purchase or sell the same securities or instruments for several Private Investment Funds simultaneously. From time to time, the Advisers may, but are not obligated to, purchase or sell securities for several client accounts at approximately the same time. Such orders may be combined or "batched" to facilitate obtaining best execution and/or to reduce brokerage commissions or other costs. Batched transactions are executed in a manner intended to ensure that no participating Private Investment Fund of the Advisers is favored over any other Private Investment Fund. When an aggregated order is filled in its entirety, each participating Private

Investment Fund generally will receive the average price obtained on all such purchases or sales made during such trading day. To the extent such orders are not batched, they may have the effect of increasing brokerage commissions or other costs.

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

Each Private Investment Fund generally will receive the average price obtained on all such purchases or sales made during such trading day. Exceptions to *pro rata* allocations are permissible provided they are fair and equitable to Private Investment Funds over time.

In the Advisers' private company securities transactions on behalf of the Private Investment Funds, the Adviser may retain one or more broker-dealers or investment banks, the costs of which will be borne by the relevant Private Investment Fund and/or its portfolio companies. In determining to retain such parties, the Advisers 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 Private Investment Funds may not pay the lowest commission or fee for such services.

## **REVIEW OF ACCOUNTS**

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

Each Fund will provide to each of its limited partners (i) annual GAAP audited and quarterly unaudited financial statements, (ii) annual tax information necessary for each limited partner's tax return and (iii) at the time of delivery of the financial statements, reports providing a description of all investments held by the Funds and a narrative summary of the status of each such investment.

## **CLIENT REFERRALS AND OTHER COMPENSATION**

Kinderhook Industries and/or its affiliates may provide certain business or consulting services to companies in a Fund's portfolio and may receive compensation from these companies in connection with such services. As described in the applicable Fund's limited partnership agreement, this compensation may, in many cases, offset a portion of the Management Fees paid by such Fund. However, in other cases (*e.g.*, reimbursements for out of pocket expenses directly related to a portfolio company), these fees may be in addition to Management Fees. See "Fees and Compensation."

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

### **CUSTODY**

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

### **INVESTMENT DISCRETION**

The Advisers have discretionary authority to manage the investments on behalf of the applicable Fund pursuant to the respective limited partnership agreements described under "Advisory Business." As a general policy, the Advisers do not allow clients to place limitations on this authority. Pursuant to the terms of the limited partnership agreements, however, the Advisers may enter into "side letter" arrangements with certain limited partners whereby the terms applicable to such limited partners' investment in a Fund may be altered or varied, including, in some cases, the right to opt-out of certain investments for legal, tax, regulatory or other similar reasons. The Advisers assume this discretionary authority pursuant to the terms of the limited partnership agreement and powers of attorney executed by the limited partners of the Funds.

### **VOTING CLIENT SECURITIES**

The Advisers have adopted the Proxy Voting Policies and Procedures (the "**Proxy Policy**") to address how they will vote proxies, as applicable, for each Fund's (and any Private Investment Fund's) portfolio investments. The Proxy Policy seeks to ensure that the Advisers vote proxies (or similar instruments) in the best interest of the Funds, including where there may be material conflicts of interest in voting proxies. Each of the Advisers generally believes its interests are aligned with those of Funds' limited partners through the Principals' beneficial ownership interests in the Funds and therefore will not seek limited partner approval or direction when voting proxies. In the event that there is or may be a conflict of interest in voting proxies, the Proxy Policy provides that the Adviser may address the conflict using several alternatives, including by seeking the approval or concurrence of a Fund's advisory board on the proposed proxy vote or through other alternatives set forth in the Proxy Policy. Additionally, a Fund's advisory board may approve the Adviser's vote in a particular solicitation. The Advisers do not consider service on portfolio company boards by Kinderhook personnel or their receipt of management or other fees from portfolio companies to create a material conflict of interest in voting proxies with respect to such companies. In addition, the Proxy Policy sets forth certain specific proxy voting guidelines followed by the Advisers when voting proxies on behalf of the Funds. If you would like a copy of the Adviser's complete Proxy Policy or information regarding how the Advisers voted proxies for particular portfolio companies, please contact the Kinderhook Chief Compliance Officer, at (212) 201-6780, and it will be provided to you at no charge.

## **FINANCIAL INFORMATION**

Kinderhook Industries does not require prepayment of management fees six months or more in advance or have any other events requiring disclosure under this item of the Brochure.



## SUPPLEMENTAL INFORMATION ABOUT CERTAIN PRINCIPALS OF KINDERHOOK

### Thomas L. Tuttle

#### *Educational Background and Business Experience*

Thomas L. Tuttle, born 1966, is a Managing Director at Kinderhook Industries. In 1995, prior to co-founding Kinderhook Industries, Tom joined Global Emerging Markets N.A., Inc. as a Director and founded GEM Investment Advisors, an investment advisory firm specializing in control private equity investing. Prior to GEM, Tom spent one year in Morgan Stanley's New York office as an analyst for chemical investment banking and then relocated to the Hong Kong office of Morgan Stanley where he managed the investment banking operations of Morgan Stanley in Indonesia. Tom graduated from Princeton University and the Woodrow Wilson School and received his MBA with Distinction from the Harvard Business School, where he was a Baker Scholar and Henry Ford II Scholar. He has relevant investment experience in chemicals, light manufacturing and retail service.

#### *Disciplinary History*

There are no legal or disciplinary events to disclose with respect to Mr. Tuttle.

#### *Other Business Activities*

Mr. Tuttle is not engaged in any investment-related business outside of his roles with Kinderhook and its affiliated investment advisers.

#### *Additional Compensation*

Mr. Tuttle does not receive any additional compensation that is required to be disclosed.

#### *Supervision*

As the co-founder and a Managing Director of Kinderhook, Mr. Tuttle is responsible for implementing and overseeing the investment strategy of the clients of Kinderhook. Mr. Tuttle is not subject to the supervision of any other individual other than Robert E. Michalik and Christian P. Michalik.

## **Robert E. Michalik**

### *Educational Background and Business Experience*

Robert E. Michalik, born 1968, is a Managing Director of Kinderhook Industries. Rob started his investment career as an analyst in the Merger and Acquisitions group at Morgan Stanley. Following Harvard Business School, Rob joined UBS Capital Corporation, the North American merchant bank of the Union Bank of Switzerland where he provided mezzanine and equity capital both as a lead investor and in partnership with other private equity firms. Prior to co-founding Kinderhook Industries, Rob was a Managing Director at Thayer Capital Partners, a middle market buyout fund with over \$1.2 billion of capital under management, where he sourced, financed and negotiated a number of investments. Rob was raised in Detroit, Michigan, graduated from Yale University and received his MBA with Distinction from Harvard Business School, where he was a Baker Scholar.

### *Disciplinary History*

There are no legal or disciplinary events to disclose with respect to Mr. Michalik.

### *Other Business Activities*

Mr. Michalik is not engaged in any investment-related business outside of his roles with Kinderhook and its affiliated investment advisers. Although we do not believe that it is an investment related business, Mr. Michalik does act as an unpaid Director of Raleigh Cycle Limited, a private company in which Mr. Michalik owns approximately 1% of the equity.

### *Additional Compensation*

Mr. Michalik does not receive any additional compensation that is required to be disclosed.

### *Supervision*

As the co-founder and a Managing Director of Kinderhook, Mr. Michalik is responsible for implementing and overseeing the investment strategy of the clients of Kinderhook. Mr. Michalik is not subject to the supervision of any other individual other than Thomas L. Tuttle and Christian P. Michalik.

## **Christian P. Michalik**

### *Educational Background and Business Experience*

Christian P. Michalik, born 1968, is a Managing Director at Kinderhook Industries. From 1999 through 2003, Chris was a partner at Soros Private Equity Partners, a multi-billion dollar leveraged buyout fund sponsored by George Soros. From 1996 to 1998, Chris was an investment manager with Capital Resource Partners, a middle-market growth mezzanine investment firm based in Boston, MA. Prior to Capital Resource Partners, Chris was an associate at Colony Capital, a real estate investment firm based in Los Angeles. Chris began his career as an M&A analyst at Salomon Brothers, Inc. Chris graduated Cum Laude from Yale University and received his MBA with Distinction from Harvard Business School.

### *Disciplinary History*

There are no legal or disciplinary events to disclose with respect to Christian P. Michalik.

### *Other Business Activities*

Mr. Michalik is not engaged in any investment-related business outside of his roles with Kinderhook and its affiliated investment advisers. Although we do not believe that it is an investment related business, Mr. Michalik does act as a paid Director of WellCare Health Plans, Inc. a public company listed on the New York Stock Exchange.

### *Additional Compensation*

Mr. Michalik does not receive any additional compensation that is required to be disclosed. Mr. Michalik does receive Director fees associated with his position at WellCare Health Plans, Inc.

### *Supervision*

As the co-founder and a Managing Director of Kinderhook, Mr. Michalik is responsible for implementing and overseeing the investment strategy of the clients of Kinderhook. Mr. Michalik is not subject to the supervision of any other individual other than Thomas L. Tuttle and Robert E. Michalik.

## **Paul G. Cifelli**

### *Educational Background and Business Experience*

Paul G. Cifelli, born 1972, is a Managing Director at Kinderhook Industries. In 2002, prior to joining Kinderhook Industries, Paul joined Global Emerging Markets N.A., as a Managing Director. Prior to Global Emerging Markets, Paul spent five years as an Associate, Vice President and eventually a Managing Director at Madison Investment Partners, LP, a New York based lower middle market private equity firm. Prior to Madison, Paul spent 3 years with Dean Witter Morgan Stanley as an analyst and associate in their Emerging Markets Asset Management Group. Paul graduated magna cum laude from the University of Notre Dame with a Bachelors of Business Administration degree in Finance. He has relevant experience in light manufacturing, life sciences, business services and restaurants.

### *Disciplinary History*

There are no legal or disciplinary events to disclose with respect to Paul G. Cifelli.

### *Other Business Activities*

Paul G. Cifelli is not engaged in any investment-related business outside of his roles with Kinderhook Industries and its affiliated investment advisers.

### *Additional Compensation*

Paul G. Cifelli does not receive any additional compensation that is required to be disclosed.

### *Supervision*

As a Managing Director of Kinderhook, Paul G. Cifelli is responsible for advising on the investment strategy of clients of Kinderhook. Paul G. Cifelli is subject to the supervision of Thomas L. Tuttle, Robert E. Michalik and Christian P. Michalik.

## **Corwynne C. Carruthers**

### *Educational Background and Business Experience*

Corwynne C. Carruthers, born 1975, is a Managing Director at Kinderhook Industries. Cor joined Kinderhook Industries in 2003 as an associate. Prior to joining Kinderhook, Cor spent two years at Thayer Capital Partners in Washington DC as an associate. Prior to Thayer, Cor spent two years at Merrill Lynch in the New York office as an investment banking analyst in the Energy and Power Group. Cor graduated from Yale University. He has relevant investment experience in environmental services, light manufacturing and healthcare services.

### *Disciplinary History*

There are no legal or disciplinary events to disclose with respect to Corwynne C. Carruthers.

### *Other Business Activities*

Corwynne C. Carruthers is not engaged in any investment-related business outside of his roles with Kinderhook Industries and its affiliated investment advisers.

### *Additional Compensation*

Corwynne C. Carruthers does not receive any additional compensation that is required to be disclosed.

### *Supervision*

As a Managing Director of Kinderhook, Corwynne C. Carruthers is responsible for advising on the investment strategy of clients of Kinderhook. Corwynne C. Carruthers is subject to the supervision of Thomas L. Tuttle, Robert E. Michalik and Christian P. Michalik.