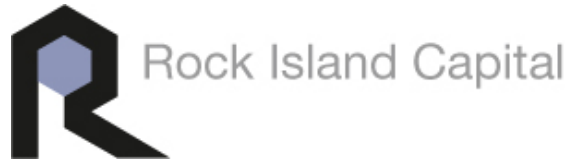


Form ADV Parts 2A and B: FIRM BROCHURE



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

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

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

Item 2 – Material Changes

There have been no material changes since RIC's last annual brochure (the "Brochure") filed March 25, 2022.

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

- Item 4: updated to reflect regulatory assets under management as of December 31, 2022 and
- Item 8: updated description of risk factors and potential conflicts of interest.

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Item 4 – Advisory Business

Firm Description

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

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

Additionally, in certain circumstances, as more fully described in Item 7 below, the Firm also permits certain limited partners and third parties to co-invest alongside a Fund directly into a portfolio company. Unlike the SPVs mentioned above, such direct co-investments are not considered Funds or clients of RIC.

The general partners (“General Partners”) of each Fund are affiliated with RIC and are deemed to be registered under the Investment Advisers Act of 1940, as amended, (“Advisers Act”), pursuant to RIC’s registration in accordance with SEC guidance. Each General Partner has the authority to make investment decisions on behalf of the applicable Fund. The applicable General Partner retains investment discretion and limited partners in the Funds do not participate in the control or management of the Funds. While the General Partners maintain ultimate authority over the respective Funds, RIC has been delegated the role of investment adviser. For more information about the Funds and General Partners, please see RIC’s Form ADV Part 1, Schedule D, Section 7.A. and Section 7.B.(1).

Advisory Business

RIC provides investment advisory services as a private equity fund manager to its Funds. The Funds invest in non-public operating companies through privately negotiated transactions, generally referred

to as “portfolio companies.” Each portfolio company has its own independent management team responsible for managing its day-to-day operations, although RIC’s principals or other personnel and/or third parties appointed by RIC (including Operating Advisors, as described below) will generally serve on such portfolio companies’ respective boards of directors or otherwise act to influence control over management of portfolio companies held by the Funds. In addition, in some cases, RIC will more directly influence the day-to-day management of the company by recruiting and installing certain individuals in various leadership roles, such as chief executive officer, chief operating officer, chief financial officer or in other roles. RIC’s investment advisory services to the Funds consist of identifying and evaluating investment opportunities, negotiating the terms of investments, managing and monitoring investments and ultimately achieving dispositions of such investments.

The Firm’s advisory services for each Fund are detailed in the applicable offering memorandum, limited partnership agreements (or similar agreement), subscription documents, investment advisory agreement, side letters and other governing documents of the relevant Fund (collectively, “Governing Documents”) and limited partners determine the suitability of an investment in a Fund based on, among other things, the Governing Documents. The Firm’s investment advice and authority for each Fund is tailored to the investment objectives of that Fund; RIC does not tailor its advisory services to the individual needs of limited partners in its Funds.

Limited partners in the Funds participate in the overall investment program for the applicable Fund, and generally cannot be excused from a particular investment except pursuant to the terms of the relevant Governing Documents. In accordance with industry common practice, the Firm has, in its sole discretion, entered into side letters or similar agreements with certain limited partners that have the effect of establishing rights under, altering or supplementing, a Fund’s Governing Documents. Examples of side letters entered into include certain fee arrangements, advisory board representation, notification provisions, provisions whereby limited partners have expressed an interest in participating in co-investment opportunities and timing of capital calls, among others. These rights, benefits or privileges are not always made available to all limited partners nor in some cases are they required to be disclosed to all limited partners, consistent with general market practice. Side letters are negotiated at the time of the relevant limited partner’s capital commitment, and once invested in a Fund, limited partners generally cannot impose additional investment guidelines or restrictions on such Fund. There can be no assurance that the side letter rights granted to one or more limited partners will not in certain cases disadvantage other limited partners.

RIC does not participate in wrap fee programs.

As of December 31, 2022, RIC managed \$505,851,000 of regulatory assets under management, all of which are managed on a discretionary basis. RIC does not manage any investments on a non-discretionary basis.

Principal Owners/Ownership Structure

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

Item 5 – Fees and Compensation

RIC and its affiliated General Partners receive fees and compensation in exchange for providing investment advisory services to the Funds, including management fees, carried interest, additional compensation in connection with management services performed for the portfolio companies of the Funds and reimbursements from portfolio companies for certain expenses advanced on their behalf. Differences exist from Fund to Fund, and certain Funds do not charge certain fees, compensation or expenses that other Funds charge, or charge them in different amounts. RIC's management fees, carried interest and other compensation payable to RIC and its Funds' General Partners are determined by RIC at the time of the establishment of the relevant Fund and are negotiated with participating limited partners and/or co-investors prior to making their investment. Once the relevant Fund has been established and commenced operations, such fees and compensation are generally not negotiable. At its discretion, RIC is permitted to waive all or a portion of its management fee for certain Funds and for certain limited partners, including principals and employees of RIC and their respective family and Operating Advisors. The specific manner in which RIC charges fees is established in the relevant Fund's Governing Documents. Limited partners should refer to the applicable Governing Documents for a complete understanding of how RIC is compensated for its advisory services. The information contained herein is a summary only and is qualified in its entirety by such documents.

Management Fees

Fund I

Fund I no longer pays management fees.

Fund II

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

II reached the sixth anniversary of the Fund's initial closing in 2018 and therefore triggered the rate reduction mentioned above. Generally, limited partners participating in a subsequent closing after the initial closing of the Fund are responsible for paying the management fee as of the date of the initial closing of such Fund, plus interest, as applicable.

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

For clarity, the following fees and expenses do not offset management fees paid by Fund II, in each case as applicable: (i) fees or expenses borne by Fund II; (ii) reimbursements from a Fund II portfolio company; (iii) broken deal expenses; (iv) any portfolio company directors' or board fees paid by a former portfolio company to a RIC employee or a former employee who remains on the company's board of directors following the Fund's disposition of its investment in the company or otherwise; (iv) profits interests or compensation to an affiliate (such as an Operating Advisor) that was entered into prior to such person becoming an affiliate of RIC, regardless of when the interests, compensation or amounts crystallize or vest.

Under the terms of a side letter with a limited partner in Fund II, such limited partner does not participate in one Fund II portfolio company and thus does not receive a management fee offset with respect to this investment. Further, for one Fund II portfolio company, RIC has an arrangement in place with the CEO of the portfolio company whereby monitoring fees paid by the portfolio company are shared with the CEO, resulting in a reduction to the overall offset to management fees of Fund II.

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

Fund III

Management fees for Fund III are calculated with respect to each limited partner (other than those whose fees are waived by the General Partner in its sole discretion) and payable quarterly in advance, beginning as of the Fund III initial closing date, in an amount equal to 2.25% per annum of the capital commitment of such limited partner. After the earliest to occur of: (i) the permanent expiration or termination of the investment period, (ii) the date RIC, the General Partner or an affiliate begins to accrue management fees from a successor fund, and (iii) the date that Fund III is fully invested or committed in the good faith judgment of the General Partner and including reserves for expenses, obligations, liabilities and follow-on investments, the management fee with respect to each limited partner will be reduced to 2% per annum of such limited partner's aggregate capital contributions in

respect of portfolio investments, less such limited partner's share (based on relative capital commitments) of (x) the cost of all portfolio securities that have been fully realized and disposed of, (y) the cost basis of portfolio investments that have been written off, and (z) the cost basis of a portfolio investment that has been written down due to a permanent impairment of value, in each case, as determined on the first day of the period with respect to which a determination is being made. Management fees for Fund III will be paid until the one-year anniversary of the expiration of Fund III's term, unless otherwise approved by the Fund's advisory board pursuant to the Governing Documents. Generally, limited partners participating in a subsequent closing after the initial closing of the Fund are responsible for paying the management fee as of the date of the initial closing of such Fund, plus interest, as applicable.

Management fees for Fund III will generally be reduced (but not below zero) by each Fund's share of (i) placement agent fees paid by such Fund, (ii) organizational expenses in excess of \$750,000, and (iii) 50% of directors' fees (including fees derived from a position with similar status or functions in respect of a limited liability company), officers' fees, monitoring fees (including termination fees), advisory fees, management fees, consulting fees, transaction fees, commitment fees, investment banking fees, exit fees, break-up fees or similar fees, net of unreimbursed expenses.

For clarity, the following fees and expenses do not offset management fees paid by Fund III, in each case as applicable: (i) fees or expenses borne by Fund III; (ii) reimbursements from a Fund III portfolio company; (iii) any fees or compensation paid to or on behalf of Operating Advisors; (iv) broken deal expenses; (v) any portfolio company directors' or board fees paid by a portfolio company or former portfolio company to a RIC employee who remains on the company's board of directors following the Fund's disposition of its investment in the company or otherwise; (vi) profits interests or compensation to an affiliate (such as an Operating Advisor) that was entered into prior to such person becoming an affiliate of RIC, regardless of when the interests, compensation or amounts crystallize or vest.

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

SPVs

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

Payment of the Management Fee

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

Portfolio Company Remuneration

As referenced above, RIC and its affiliates receive fees from the portfolio companies held by the applicable Funds.

RIC generally has discretion over whether to charge portfolio company fees, monitoring fees or other compensation to a portfolio company and, if so, the rate, timing, method and/or amount of such compensation, as well as to charge such amounts at varying levels in a portfolio company's holding or operating structure. The amount of such supplemental fees are paid by the Funds (directly, or indirectly by the portfolio companies) and are determined by RIC on a transaction by transaction basis, subject to the terms set forth in each Fund's Governing Documents. In most circumstances, such compensation is not reviewed or approved by an independent third party. There can be no assurance that the amount of fees charged will be proportional to the amount of hours performed on behalf of a portfolio company.

On occasion, in certain circumstances (such as a portfolio company's liquidity needs or otherwise) RIC determines in its discretion to waive, defer or renegotiate, in whole or in part, the amount of supplemental fees received from a portfolio company. RIC endeavors to require the payment of such fees only to the extent permitted by the earnings or cash position of the applicable portfolio company, and RIC will defer or forego the payment of such fees if too burdensome for the portfolio company or at such time a senior credit agreement prohibits the payment of such fees. In the case of amounts deferred, such payments will generally be payable in the future, which results in a single payment or installments of repayment amounts that are larger than if the fees had originally been paid in increments. RIC makes such determinations on a case-by-case basis and reserves the right to take different actions (or no action) with respect to similarly-situated portfolio companies.

Fund I and Fund II Expenses

Limited partners in Funds I and II are responsible for the following reasonable costs and expenses associated with the formation, operation, dissolution, winding-up or termination of a Fund (and its subsidiaries and intermediate entities): (i) all out-of-pocket expenses associated with the organization of a Fund, up to \$200,000 for Fund I and \$250,000 for Fund II; (ii) ongoing legal, accounting, audit, custodial and other professional fees as well as consulting fees relating to services rendered to the

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

Out-of-pocket expenses associated with completed transactions are either billed directly to a Fund, reimbursed by a portfolio company or capitalized as part of the acquisition price of a consummated transaction. Out-of-pocket expenses associated with unconsummated transactions (*i.e.*, broken deal expenses) are paid by the relevant Fund(s) selected as proposed investors in such transaction.

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

Fund III Expenses

Fund III is responsible for all costs, fees, expenses, charges and other obligations related to the Fund and its subsidiaries' and intermediate entities' activities, including, without limitation: (i) all expenses that are attributable to the organization of the Fund, its General Partner, their affiliates and the offering and acceptance of interests in the Fund, including, without limitation, legal, accounting, administrative, filing, printing, marketing, capital raising, regulatory compliance (including pursuant to the Alternative Investment Fund Managers Directive or any similar law, rule or regulation), travel (including business class commercial travel) and travel-related, formation, structuring, and other fees and expenses related to the offering and acceptance of interests in the Fund, as well as placement agent expenses (but excluding any placement fees), up to an aggregate of \$750,000; (ii) the management fee; (iii) any placement fees paid by the Fund (which are subject to offset against management fees); (iv) fees and expenses associated with the sourcing, diligencing, researching, evaluating, negotiating, structuring, acquiring, holding, monitoring, restructuring and disposing of investments and potential investments (whether or not consummated) (including, without limitation, subscription costs for market or industry research, subscription costs for related software, fees for third party research, data, analytics,

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

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

Out-of-pocket expenses associated with completed transactions are either billed directly to the Fund, reimbursed by a portfolio company or capitalized as part of the acquisition price of a consummated transaction. Out-of-pocket expenses associated with unconsummated transactions (*i.e.*, broken deal expenses) are paid by the Fund(s) selected as proposed investors in such transaction.

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

SPV Expenses

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

If a proposed transaction is not consummated, no SPV or co-investment vehicle generally will have been formed, and the full amount of any expenses relating to such proposed but not consummated transaction (*i.e.*, broken deal costs) therefore would generally be borne by the Fund or Funds selected as proposed investors for such proposed transaction. Similarly, SPVs are not typically allocated any share of break-up fees paid or received in connection with such an unconsummated transaction. Co-investors who commit to a transaction after a Fund signs a definitive purchase agreement will lower the risk of broken deal or similar expenses incurred by such Fund (and indirectly, by such Fund's limited partners) in connection with such transaction based on the timing of when a co-investor becomes contractually obligated to invest. However, to the extent that such co-investors have already invested in a portfolio company through an SPV in connection with a transaction (such as for a follow-on investment for the portfolio company for which the SPV was originally created), such SPV is

expected to bear its share of broken deal expenses (which will generally be recorded at the portfolio company).

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

Expense Reimbursement

Certain expenses related to RIC's oversight of portfolio companies incurred on behalf of the Funds are reimbursed by a portfolio company pursuant to a management services agreement with the portfolio company. These expenses are paid by RIC and reimbursed by a portfolio company or paid directly by a portfolio company. Such expenses can include, without limitation: (i) travel expenses, which can include expenses for first-class travel and meals and entertainment expenses (such expenses including, as applicable, those relating to (a) use of premium black car and other car services, which from time to time include waiting time and (b) social and entertainment events, including closing dinners and mementos with portfolio company management, customers, clients, borrowers, brokers and service providers); (ii) expenses relating to training programs, meetings, conferences or other events (to the extent such programs, meetings or events are attended by portfolio company personnel); (iii) premium meals (including outside normal business hours); (iv) expenses relating to hiring portfolio company personnel (including background checks, recruiting and relocation expenses); (v) indemnification expenses; (vi) insurance; (vii) consulting fees; (viii) corporate filings; (ix) certain legal expenses; (x) similar out-of-pocket expenses; and (xi) other consideration and expenses.

In addition, to the extent a Fund or RIC initially bears the cost of certain fees or expenses but the benefit of the related services or expense is also received by another Fund, portfolio company or future fund or portfolio company, RIC will determine, subject to its ultimate discretion, whether to cause such other Fund or portfolio company to reimburse the initial Fund or RIC for such fees or expenses. Reimbursement by a portfolio company of out-of-pocket expenses incurred by RIC, a General Partner or their respective affiliates will not be offset against the management fee payable by the Funds.

Operating Advisors

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

will continue to serve in such role and/or continue their arrangement with RIC and/or any portfolio company throughout the terms of the Funds.

The Funds will bear some or all of the fees and expenses of the Operating Advisors (which can include retainer, board fees, periodic, finder's, performance-based and/or success-based fees). Operating Advisors will also, from time to time, receive payments, equity allocations, co-investment rights and/or other compensation or allocations with respect to portfolio companies and/or other entities, including a profit interest and options in a portfolio company or a percentage of the carried interest in either the portfolio company or relevant Fund. Certain fees payable to Operating Advisors are associated with a particular transaction and will typically be included in the closing costs payable by the applicable portfolio company. Other fees, such as board fees, are paid directly by a portfolio company to the Operating Advisor. Some Operating Advisors perform work for a portfolio company in addition to board service, and in such context earn fees as negotiated and paid by the relevant portfolio company directly to the Operating Advisor.

Operating Advisors typically incur expenses while working with RIC portfolio companies or potential portfolio companies, including but not limited to, the cost of travel to portfolio companies and other out-of-pocket costs, and such expenses are paid or reimbursed by either RIC (typically in the case of services performed for the management company), the relevant portfolio company (typically in the case of a consummated transactions) or the relevant Fund (typically in the case of an unconsummated transaction), depending on the nature of such expense and the underlying Governing Documents. The determination of the appropriate form and amount of compensation for such services takes into account a variety of factors but will ultimately be at the discretion of RIC and/or the portfolio company, as applicable. Some Operating Advisors are also limited partners in the RIC Funds and participate as direct investors and/or receive equity grants in portfolio companies in which they are involved.

None of these fees, bonuses profit interests, other compensation or reimbursement received by Operating Advisors are subject to the management fee offset provisions.

Fee Receipt Allocation

From time to time, RIC, a Fund or a portfolio company (in its sole discretion) agrees to pay a portfolio company fee, a portion of carried interest, equity grant or other fee to a third party, such as an Operating Advisor, consultant, advisor, placement agent, finder, broker and/or investment banker. Similarly, on occasion certain members of a portfolio company management team receive additional cash and equity compensation, including bonus payments based on the applicable portfolio company meeting certain success hurdles. Such compensation, whether in the form of a profits or equity interest in a portfolio company or immediate holding company, generally has a dilutive impact on a Fund's investment and indirectly reduces the proceeds available for distribution to the relevant Fund at the time of such portfolio company's sale. None of these fees or compensation offset management fees payable by a Fund.

Allocation of Fees and Expenses

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

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

Performance based fees, referred to as a carried interest allocation, represents an adviser's compensation based on a percentage of net profits of the Funds it manages. Calculated based on cumulative realized gains and income only, carried interest is allocable to the relevant General Partner as portfolio holdings are liquidated or otherwise monetized. Limited partners of Fund I, Fund II and Fund III pay the relevant Fund General Partner a carried interest allocation of 20%, subject to an 8% annually compounded preferred return and reimbursement of all relevant Fund expenses, including management fees. This fee structure is described in detail in each Fund's Governing Documents received by each limited partner prior to investment in such Fund and have been structured subject to Section 205(a)(1) of the Advisers Act in accordance with the available exemptions thereunder, including the exemption set forth in Rule 205-3.

The General Partner of each Fund, in its sole discretion, is permitted to waive or reduce the amount of carried interest for a Fund and for limited partners in a Fund. Specifically, most limited partners in the SPVs are not assessed a carried interest allocation; however, those who are assessed a carried interest allocation pay up to 15% subject to the preferred return amounts and other factors as specified in the applicable SPV's Governing Documents. Similarly, if principals and employees of RIC and their respective family or Operating Advisors are Fund limited partners and/or co-investors they will generally pay reduced carried interest or none at all.

The fact that a General Partner's carried interest allocation is based on the performance of the relevant Fund can create an incentive for RIC to make investments that are more speculative than would be the case in the absence of such distributions or to allocate an investment to a Fund that earns a higher carried interest, if applicable. The Firm believes this incentive is sufficiently mitigated, however, due to the fact that (i) any losses a Fund sustains will reduce such Fund's performance and thus a General Partner's carried interest distribution, (ii) carried interest is generally calculated only after limited partners have received as distributions 100% of their capital contributions (with respect to disposed portfolio investments and Fund expenses allocated to such investments) plus a preferred return, (iii) the applicable Governing Documents create limitations on the ability of RIC to establish new investment funds, (iv) the Funds are subject to certain contractual provisions requiring certain parallel

funds to purchase and sell investments contemporaneously if they share an investment through a contemporaneous initial investment, (v) a General Partner often makes a substantial commitment to a Fund to invest its own capital alongside the limited partners and (vi) RIC's ability to attract future limited partners is tied to the performance of its investments.

RIC manages multiple Funds and other investment vehicles (including the SPVs) on a side-by-side basis. Management of multiple vehicles on a side-by-side basis has the potential to create conflicts of interest with regard to RIC's allocation of investment opportunities, expenses, time and attention of advisory personnel and consideration for certain transactions. Although RIC generally makes new investments for a Fund with the same investment objectives only after a predecessor Fund is substantially invested or committed as more fully described in the applicable Fund's Governing Documents, management of side-by-side Funds can create an incentive for the Firm or its personnel to favor a Fund or other investment vehicle in which RIC or an affiliate has a greater financial interest. To the extent that RIC has Funds with varying carried interest terms (including amount, timing waterfall conditions or other terms) and/or RIC personnel are assigned varying percentages of carried interest from a Fund, RIC and such personnel are subject to potential conflicts of interest to the extent they are involved in identifying investment opportunities as appropriate for a Fund from which they are entitled to receive a higher carried interest percentage.

To help minimize such conflicts of interest, RIC allocates investment opportunities which satisfy the investment parameters of more than one Fund in accordance with RIC's policies and procedures and applicable Governing Documents and taking into consideration certain factors as determined in the Firm's sole discretion, which can include, but are not limited to: the amount of available capital commitments of the applicable Fund(s); anticipated future capital requirements of an investment opportunity; expected time to obtain liquidity; legal, tax and regulatory considerations; and any other factors deemed relevant by RIC. RIC's procedures are designed to ensure that all investment decisions are made in accordance with RIC's fiduciary duties to its Funds and without consideration of RIC's (or its affiliates' or employees') pecuniary interest. RIC will not allocate investment opportunities based in whole or in part on (i) the relative fee structure or amount of fees paid by any Fund or (ii) the profitability of any Fund. Investment allocation decisions are determined by the investment committee.

Item 7 – Types of Clients

RIC provides portfolio management services to its clients, which are private Funds and SPVs. The Funds and SPVs generally limit their respective limited partners to: (i) "accredited investors" as defined in the Securities Act of 1933, as amended (the "Securities Act"); and (ii) "qualified purchasers" or "knowledgeable employees," each as defined in the Investment Company Act of 1940, as amended (the "Investment Company Act"); or (iii) "qualified clients" as defined in the Advisers Act. As Fund I was formed prior to RIC's registration with the SEC, not all limited partners in Fund I are qualified clients.

The Funds are not registered or required to be registered under the Investment Company Act; the Funds are not made available to the general public; their securities are not registered or required to be registered under the Securities Act; and Fund interests are privately placed to qualified investors. Qualified investors include individuals or entities to which Fund interests are permitted to be sold, which generally includes (i) in the United States, people or organizations who meet certain net worth, income and/or financial sophistication requirements as described above or (ii) in other countries, as permitted by the relevant securities laws in such jurisdiction and in compliance with any foreign offering provisions applicable to RIC and/or the Funds. Limited partners must also meet certain suitability and net worth qualifications prior to making an investment in the Funds. The typical minimum contribution for a limited partner in Fund I was \$250,000, and for Fund II and Fund III, was \$500,000; however, commitments less than these minimums were accepted at the sole discretion of each Fund's General Partner.

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

On occasion, RIC offers co-investment opportunities for certain limited partners and third-party investors to invest alongside a Fund in certain Fund portfolio companies. As mentioned above in Item 4, co-investments have been structured either as (i) an SPV or (ii) a direct investment by certain investors into a portfolio company or its holding or operating company. When structured as an SPV, RIC considers the investment to be a Fund client, identifies the Fund in its Form ADV Part 1, Schedule D, Section 7.B.(1), obtains an audit for the SPV and includes the amount of assets of such SPV in the Firm's regulatory assets under management. In the case of direct co-investments, RIC does not consider the investment to be a Fund or an SPV, does not act as the investment manager to the co-investment portion of the investment, does not charge management fees or carried interest to the investment, does not have custody of the investment or include the amount of assets of the co-investment in the Firm's regulatory assets under management. In such direct co-investment opportunities, RIC will perform management, advisory and other services for the portfolio companies in which these co-investors invest, generally at no additional cost to such co-investors except portfolio company fees and expenses (which such fees and expenses are recorded at the portfolio company).

Opportunities to participate in co-investment transactions arise when RIC has the opportunity for an investment in an existing or prospective portfolio company and RIC determines that (i) an investment requires additional capital, (ii) all or a portion of the applicable opportunity is not required to be offered to a Fund, (iii) the full investment opportunity is not appropriate for a Fund, whether due to concentration restrictions contained in the Fund's Governing Documents or otherwise or (iv) RIC believes the Fund will benefit from the participation of the co-investor(s). RIC will select which limited partners or third-party investors are permitted to co-invest in a particular portfolio company based on various factors, including the sophistication of the investor, the amount of a limited partner's investment in a Fund, the ability of the investor to fund and complete the investment on a timely basis, provisions in side letters and for strategic or other reasons as more fully described in the

applicable Fund's Governing Documents or in RIC's policies and procedures on co-investment. RIC is not obligated to make co-investment opportunities available to any particular limited partner and, subject to any restrictions contained in the Governing Documents (including any side letter or other negotiated terms), in general no limited partner has a right to participate in any co-investment opportunity. Portfolio company management, strategic, financial and other institutional investors participating directly in a transaction are not considered co-investors and will not be subject to RIC's co-investment policy or co-investment expense sharing considerations. Additionally, certain individuals who source transactions or provide financing have in the past and are expected in the future to negotiate co-investment rights or co-investment priority rights as a component of their compensation or other arrangements with the relevant Fund(s). RIC's exercise of discretion in allocating co-investment opportunities often will not always result in proportional allocations among such co-investors and such allocations can be more or less advantageous to some co-investors relative to other co-investors. When a co-investment opportunity has been offered, the size of the investment opportunity otherwise available to RIC's Fund(s) is expected to be less than it would otherwise have been without the inclusion of such co-investors.

Some limited partners or co-investors (including Operating Advisors who are also co-investors) have been provided a board seat or observer rights at a portfolio company. Any fees received by such limited partners or co-investors for board service are not subject to the management fee offset arrangements. Such positions provide such limited partners or co-investors with voting rights, access to information and potentially the ability to influence the operations and decision-making of the portfolio company that are not necessarily available to other limited partners.

Co-investments typically involve investment and disposal of interests in the applicable portfolio company at the same time and on the same terms as a Fund making the investment. However, from time to time, for strategic and other reasons, a co-investor or SPV purchases a portion of an investment from a Fund after such Fund has consummated its 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 SPV generally occurs shortly after the Fund's completion of the investment to avoid any changes in valuation of the investment. The Funds also will bear the risk that any co-investors acquiring an interest in an investment after the closing of such investment may acquire such interest on terms that do not reflect the then-current value of such investment. When co-investors purchase their interest from a Fund after the Fund has consummated the investment, the price paid by co-investors is typically determined by the Fund's General Partner in its sole discretion. The price may not reflect the full cost incurred by the Fund in connection with the investment, any interest charge on the co-investment amount, the cost of establishing the credit facility utilized to acquire the portfolio company (if applicable) or the risk borne by the Fund in connection with purchasing and warehousing the investment. In either case, potential co-investors typically do not bear any transaction costs of investments that are not consummated and are not subject generally to the same risks to which a Fund is throughout the investment process. The Funds will bear the risk that any co-investors acquiring an interest in an investment after the closing of such investment will acquire such interest on terms that do not reflect the then-current value of such investment. In addition, to the extent that RIC engages in a secondary liquidity transaction in connection with an investment, co-investors will not necessarily

receive the same liquidity options as investors in a Fund and may therefore be compelled to receive cash or continue to hold an interest in the investment, depending on the particular facts of the transaction.

In the event RIC is not successful in offering a co-investment opportunity to potential co-investors, in whole or in part, a Fund may consequently hold a greater concentration and have greater exposure in the related investment opportunity than was originally intended, which could make the Fund more susceptible to fluctuations in value resulting from adverse economic and/or business conditions with respect thereto and would result in a greater concentration of risk as a result. To mitigate such risk, each investment is subject to concentration limits as described in the relevant Fund Governing Documents. Despite these concentration limits, it is possible an investment that is not syndicated to co-investors as originally anticipated could result in a significant impact to a Fund's overall investment returns.

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

Strategy

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

Middle Market Focus: RIC's investments focus on companies in the lower segment of the middle market with valuations between \$10 million and \$150 million. RIC believes valuations and transaction structures are more attractive for companies in the lower segment of the middle market and by focusing on this segment have been able to invest in companies at reasonable valuations. RIC understands the personal and business objectives of entrepreneurs and offers flexibility in structuring transactions to meet their needs.

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

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

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

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

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

Risk Factors

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

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

of investments, and these investments generally will involve a high degree of risk. Accordingly, poor performance by a few or a single investment could severely affect the total returns to the respective Fund's limited partners.

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

Competitive Nature of the Funds' Business. Each Fund competes for investment opportunities against other groups. Some of these competitors could have financial and strategic resources significantly in excess of those of the Funds, be willing to provide financing and other operational assistance on more favorable terms than a Fund and make competing offers for investment opportunities that are identified by a Fund. It is possible that competition for appropriate investment opportunities will increase, thus reducing the number of opportunities available to each Fund and adversely affecting the terms upon which investments can be made. Consequently, it is possible that a Fund's General Partner will be unable to identify a sufficient number of investment opportunities for the respective Fund it manages or to acquire investment opportunities on attractive terms. There can be no assurance that a General Partner will be able to identify and consummate a sufficient number of opportunities to permit the respective Fund to either invest all of its committed capital or to diversify its investments.

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

its investments prematurely at potentially significant discounts to fair value. Additionally, the securities in which a Fund invests can be among the most junior in a portfolio company's capital structure, and thus subject to the greatest risk of loss.

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

In addition, in some cases credit facilities for certain Funds will be available to provide borrowed funds directly to the portfolio companies of such Funds, in which case such borrowed funds would be guaranteed by such Funds, as they would be for any other borrowing by the Fund for any other purpose. Although RIC generally structures Funds to avoid cross-guarantees and other circumstances in which one Fund bears liability for all or part of the obligations of another Fund, in certain circumstances (i) a cross-guarantee would be more efficient and convenient for administrative purposes and/or (ii) lenders and other market parties negotiate for the right to face only select Fund entities, which would result in a single Fund being solely liable for other Funds' share of the relevant obligation and/or joint and several liability among Funds. In each such case, RIC intends to cause the relevant other Funds to enter into a back-to-back guarantee, indemnification or other similar reimbursement arrangement; provided, however, that the Fund undertaking the obligation in the first instance generally will not receive compensation for being primarily liable under these arrangements.

On occasion, a Fund draws on its line of credit to bridge financing to a parallel investment vehicle, such as to an SPV, parallel fund or to a portfolio company. In such circumstances, the SPV, parallel fund or portfolio company is not a guarantor on the line of credit although it does receive the benefit of the loan. RIC reserves the right to have the borrowing entity repay the costs associated with the use of the credit facility when applicable. Additionally, in the event RIC or a General Partner to a Fund lends the Fund capital through a short-term loan facility to bridge an investment pending the receipt of capital contributions from the Fund limited partners, subject to such Fund's Governing Documents, the General Partner is authorized to charge (or decide not to charge) such Fund (including the Fund limited partners) interest costs incurred in connection with such loan for the time period between the receipt of capital from such loan to the date on which the loan is paid off by such Fund. The cost and availability of leverage is highly dependent on the state of the broader credit markets (which may be impacted by regulatory restrictions and guidelines) which state is difficult to accurately forecast. As a result, at times it may be difficult for portfolio companies to obtain or maintain the desired degree of leverage. The availability of leverage also is subject to governmental

and regulatory oversight, and certain governmental bodies (including the U.S. Federal Reserve System, the U.S. Office of the Comptroller of the Currency and the U.S. Federal Deposit Insurance Corporation) may restrict or otherwise discourage lending that results in companies carrying large amounts of debt.

Although borrowings by a Fund has the potential to enhance overall returns that exceed the Fund's cost of capital, such borrowings increase the potential exposure of a Fund to a particular investment above the level the Fund would have typically made, had an investment been limited to equity. Any such borrowings would further diminish returns (or increase losses on capital) to the extent overall returns are less than the Fund's cost of funds. To the extent a Fund uses borrowed funds in advance or in lieu of capital contributions or a portfolio company borrows funds directly through the Fund facility, the Fund's limited partners generally make later capital contributions, but the Fund will bear the expense of interest on such borrowed funds. Calling a large amount of capital at once to repay the then-current amount outstanding under the credit facility could cause liquidity concerns for limited partners that would not arise had the Firm called smaller amounts of capital incrementally over time as needed. This risk would be heightened for a limited partner with commitments to other funds that employ similar borrowing strategies or with respect to other leveraged assets in its portfolio; a single market event could trigger simultaneous capital calls, requiring the limited partner to meet the accumulated, larger capital calls at the same time. In addition, a Fund's use of borrowed funds will impact the calculation of net performance metrics (to the extent that they measure limited partner cash flows) and has the potential to make net IRR calculations higher than they otherwise would be without Fund-level borrowing (especially where financing remains outstanding for longer durations), as these calculations generally depend on the amount and timing of capital contributions, which timing is shortened by virtue of the use of the line of credit either (i) by purchasing an investment prior to a capital call or (ii) by facilitating a distribution in advance of the settlement of a transaction or in advance of when funds would otherwise have been available. The Funds typically pay interest on amounts borrowed under the credit facility. Funds customarily pay a one-time fee for establishing the credit facility as well as certain other one-time and recurring fees and expenses. While a Fund will bear the expense of borrowed funds, such borrowings can also increase the carried interest received by the Fund's General Partner by effectively reducing or eliminating the preferred return received by the limited partners and accelerating or increasing distributions of carried interest to the relevant General Partner. The General Partners therefore have a conflict of interest in deciding whether to borrow funds because a General Partner has the potential to receive disproportionate benefits from such borrowings and can be deemed to benefit during fundraising from the enhanced IRR.

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

In borrowing on behalf of a Fund, RIC is subject to potential conflicts of interest between repaying its obligations and retaining such borrowed amounts for the benefit of the Fund, and in circumstances where interest accrues on any such outstanding borrowings at a rate lower than the relevant Fund's preferred return, RIC is expected to have incentives to cause the Fund to borrow in this manner rather than drawing down capital commitments. Where a preferred return begins to accrue after capital contributions are due (regardless of when a Fund borrows, makes the relevant investment or pays expenses) and ceases to accrue upon return of these capital contributions, the use of borrowing to shorten the period between calling and returning capital limits the amount of time the preferred return will accrue. In circumstances where there is not a preferred return on funds borrowed in advance or in lieu of calling capital, Fund-level borrowing typically will reduce the amount of preferred return to which the limited partners would otherwise be entitled had RIC called capital, and thus could result in RIC receiving carried interest sooner than it would without borrowing. In addition, when the management fee is calculated as a percentage of invested capital, a limited partner would pay management fees on borrowed amounts used to fund investments that have not yet been realized even though such amounts would not accrue preferred return as described above. It is expected that the costs relating to the establishment and/or maintenance of a subscription line of credit will be significant, and there can be no assurance that the benefits to limited partners will be commensurate with such costs.

Reliance on Managing General Partners; No Right to Control Fund Operations. Decisions with respect to a Fund and its investment will be made by the relevant General Partner. Limited partners have no opportunity to control the day-to-day operations of a RIC Fund, including investment and disposition decisions. In order to safeguard their limited liability for the liabilities and obligations of a Fund, limited partners must rely entirely on RIC and its General Partners to conduct and manage the affairs of the Fund. Each Fund's success is dependent, in part, upon its ability to identify suitable investments. The loss of the service of one or more of the RIC team members could have an adverse impact on a Fund's ability to realize its investment objectives and/or conduct the day-to-day operations of each Fund and oversight of its portfolio investments. The composition of the professionals making up particular industry sector investment teams can change over time, and there can be no guarantee that the professionals included in such teams and who have contributed to the past performance of any prior RIC Funds will continue to be members of the particular team or serve in the same or similar roles thereon (and in some cases, are no longer with RIC, or will leave such team or RIC during the life of the Fund). Limited partners will have no opportunity to control a Fund's investment and disposition decisions, or its day-to-day operations.

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

Follow-On Investments. A Fund will typically be called upon to provide additional funding for its existing portfolio investments or have the opportunity to increase its investment in such portfolio investments. There can be no assurance that a Fund will choose to make follow-on investments or that a Fund will

have sufficient funds to do so. Similarly, it is possible that co-investors will decline to fund their pro rata share of any such follow-on investment. Any decision by a Fund or a co-investor not to make a follow-on investment or their inability to make a follow-on investment can have a substantial negative impact on a portfolio investment in need of such an investment or diminish such Fund's ability to influence the portfolio company's future development.

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

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

Risk Management; Operational Controls. The operational controls and risk management techniques used by the Funds involve third parties over whom RIC does not exercise control, including outsourced providers of legal, information technology and custody services. The proper operation of a Fund and safekeeping of its assets depend on the performance and financial wherewithal of these third parties, as well as the continued operation and security of their systems. The operational controls and risk management techniques RIC uses also necessarily include subjective elements, making the judgment and discretion of the Firm's professionals fundamental to the risk management process. The greater the importance of subjective factors, the more challenging it becomes for the Firm to control for risk, which in turn increases the likelihood of unpredictable results with respect to a portfolio company and a Fund's overall performance.

Additional operational risks arise from such factors as processing errors, human errors, inadequate or failed internal or external processes, failures in systems and technology (including those highlighted below under “Cybersecurity Breaches and Identity Theft”), changes in personnel, errors caused by third parties or other disruptive events. While RIC has adopted a business continuity program designed to minimize the disruption these events could otherwise cause to normal business operations, business continuity programs are inherently limited. For example, the Firm could experience unanticipated contingencies or the planned controls and oversight may not function as intended. In addition, certain circumstances, including natural disasters, war, terrorism, public health crises, power or utility shortages and other system failures and malfunctions could prevent the Firm and its service providers from performing certain tasks, potentially for extended periods of time, including funding an investment, finalizing valuations, making a distribution or reporting to limited partners. Any such failure could cause losses to a Fund.

Cybersecurity Breaches and Identity Theft. Cybersecurity incidents, cyber-attacks, denial of service attacks, ransomware attacks and social engineering attempts (including business email compromise attacks), both generally and within the financial services industry, have been occurring globally at a more frequent and secure level and will likely continue to increase in frequency in the future. RIC’s technology systems can be vulnerable to damage or interruption from computer viruses, network failures, computer and telecommunication failures, infiltration by unauthorized persons and security breaches, usage errors by its professionals, power outages and catastrophic events such as fires, tornadoes, floods, hurricanes and earthquakes. The use of internet or cloud-based programs, technologies and data storage applications generally heighten these risks, and the risks of attack are expected to be heightened in remote work environments. In addition, RIC’s systems could be vulnerable to supply-chain attacks, wherein attackers target third parties providing software or services in order to introduce vulnerabilities in RIC’s network or systems. Although RIC has implemented various measures to manage risks relating to these types of events, if these systems are compromised, become inoperable for extended periods of time or cease to function properly, RIC will likely have to make a significant investment to fix or replace them. Data taken in such breaches can be used by criminals in identity theft, to commit insider trading, in obtaining loans or payments under false identities and other crimes that could affect the limited partners directly as well as affect the value of assets in which a Fund invests. The breach or failure of these systems and/or of disaster recovery plans for any reason could cause significant interruptions in RIC’s operations and result in significant losses, expenses, and/or a failure to maintain the security, confidentiality or privacy of sensitive data, including personal information relating to limited partners (and the beneficial owners of limited partners). Such a failure could harm RIC’s, a Fund’s, and/or any applicable portfolio investment’s reputation, subject any such entity and its respective affiliates to legal claims and otherwise affect its business and financial performance. Similar risks apply to the technology systems of the Funds’ portfolio investments.

General Economic Conditions. General economic conditions are likely to affect the Funds’ activities. Interest rates, general levels of economic activity, the price of securities and participation by other limited partners in the financial markets can affect the value and number of investments made by the Funds or considered for prospective investment.

Inflation. The U.S. economy is currently in a period of high inflation. Investments could have revenues linked to some extent to inflation, including, without limitation, by government regulations and contractual arrangement. As inflation rises, an investment could earn more revenue but could incur higher expenses. As inflation declines, an investment might not be able to reduce expenses commensurate with any resulting reduction in revenue. Furthermore, wages and prices of inputs increase during periods of inflation, which can negatively impact returns on investments. Accordingly, there can be no assurance that a higher rate of inflation will not have a material adverse effect on the Funds' investments.

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. In particular, the SEC has signaled an increased emphasis on investment adviser and private fund regulation and has proposed a number of new rules that, if adopted, would impose significant changes on private fund advisers and their management of private funds. Any such changes are expected to materially impact RIC, the Funds and/or the investments, as well as increasing their expenses. Significant time and resources may be required to comply with new regulations. There can be no assurance that any such scrutiny or regulation will not have an adverse impact on the Funds' activities, including the ability of the Funds to effectively and timely address such regulations, implement operating improvements or otherwise execute their investment strategy or achieve their investment objectives.

Economic Disruptions Due to Public Health Emergencies. Pandemics and other widespread public health emergencies, such as, and including but not limited to the recent global spread of COVID-19 (the "coronavirus") have shown an ability to result in a broad-based economic decline and significant market volatility and disruption, and COVID-19 and any future such emergencies have the potential to materially and adversely impact economic production and activity in ways that are impossible to predict, all of which may result in significant losses to the Funds.

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

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

Debt Securities. The Funds will at times make investments in secured and unsecured debt securities (including subordinated debt). These investments generally will not be readily marketable, will be subject to restrictions on resale and can require lengthy negotiations in connection with disposition. Investing in debt securities will subject a Fund to credit and interest rate risks. "Credit risk" refers to the likelihood that an issuer will default in the payment of principal and/or interest on an instrument. Financial strength and solvency of an issuer are the primary factors influencing credit risk. In addition, lack or inadequacy of collateral or credit enhancement for a debt instrument can affect its credit risk. Credit risk is subject to change over the life of an instrument. Securities that are rated by rating agencies are often reviewed and can be subject to downgrade, which generally results in a decline in the market value of such security. "Interest rate risk" refers to the risks associated with market changes in interest rates. Interest rate changes can affect the value of a debt instrument indirectly (especially in the case of fixed rate securities) and directly (especially in the case of instruments whose rates are adjustable). In general, rising interest rates will negatively impact the price of a fixed rate debt instrument and falling interest rates will have a positive effect on price. Adjustable rate instruments also react to interest rate changes in a similar manner although generally to a lesser degree (depending, however, on the characteristics of the reset terms, including the index chosen, frequency of reset and reset caps or floors, among other factors). Interest rate sensitivity is generally more pronounced and less predictable in instruments with uncertain payment or prepayment schedules. Subordinated debt investments in which the Funds invest are typically contractually or structurally subordinated to senior indebtedness of the applicable company, or effectively subordinated as a result of being unsecured debt and therefore subject to the prior repayment of secured indebtedness to the extent of the value of the assets pledged as security. Subordinated investments are characterized by greater credit risks than those associated with the senior or senior secured obligations of the same issuer.

Conflicts of Interest

The material conflicts of interest that a Fund encounters include those discussed below and elsewhere in this Brochure. The following summary is not intended to be an exhaustive list of all conflicts or their potential consequences. Identifying potential conflicts of interest is complex and fact intensive and it is not possible to foresee every conflict of interest that will arise during a Fund's life. Limited partners should be aware that RIC, its personnel, and its affiliates will likely in the future engage in further activities that can result in additional conflicts of interest not addressed below. In particular, RIC expects in the future to identify additional conflicts of interest that currently are not apparent to the Firm or to the broader alternative investments industry, as well as conflicts of interest that arise or increase in materiality as the Firm develops new investment platforms or business lines and otherwise adapts to dynamic markets and an evolving regulatory environment. There can be no assurance that RIC will identify or resolve all conflicts of interest and, if resolved, that such conflicts will be resolved in a manner that is favorable to the Funds. To the extent that RIC identifies conflicts of interest in the future, the Firm intends, but is under no obligation, to disclose these conflicts and their implications to limited partners through a variety of channels, including in subsequent Brochures or in other written or oral communications to the advisory boards or to limited partners more generally.

Portfolio Company Board Service. RIC principals and employees and those appointed by them (including Operating Advisors) often serve on the boards of Fund portfolio companies. Serving in such capacity can give rise to conflicts to the extent that such appointee's fiduciary duties to a portfolio company as a director conflicts with the interests of a Fund. In general, however, as the Funds will typically be significant shareholders of such companies, it is expected that such interest will generally be aligned. From time to time, portfolio company board members are expected to approve compensation and other amounts payable to RIC in connection with services provided by the Firm and its affiliates to such portfolio company, and, except to the extent such amounts are subject to the relevant Fund's offset provisions set forth in the Governing Documents, are in addition to the management fee and/or carried interest payable by such Fund. RIC's authority to appoint or influence the appointment of portfolio company board members who will potentially be involved in approving compensation payable to the Firm subjects RIC and any such portfolio company board appointees to potential conflicts of interest. In addition, while currently not applicable, it is possible portfolio companies can, from time to time, make discounts and other benefits available to RIC employees in connection with products or services offered by such portfolio companies.

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

of exculpation and indemnification as provided in Governing Documents. A conflict of interest can exist in that not all limited partners are asked to join a Fund's advisory board.

All limited partners are bound by the determinations of the relevant advisory board, regardless of whether a limited partner is directly represented by a member of such advisory board. The Governing Documents will provide that to the fullest extent permitted by applicable law, none of the advisory board members shall owe any fiduciary duties to the Funds or any other limited partner. Members of the advisory board can have conflicts of interest that do not disqualify such members from voting or consenting to matters submitted to the advisory board for consideration or review. Members of the advisory board typically have various business and other relationships with RIC and its members, partners, managers, directors, officers, employees and affiliates. These relationships have the potential to influence their decisions as members of the advisory board. To the extent that a limited partner is not directly represented by a member of the advisory board, such limited partner will have no influence over matters submitted to the advisory board for review or approval. On any issue involving actual conflicts of interest, RIC will be guided by its good faith discretion.

It is possible that members of one Fund's advisory board will also be a member of another Fund's advisory board. In such instances, a conflict of interest could be deemed to exist if an advisory board is requested to provide consent with respect to transactions which involve a conflict of interest between two or more Funds on which such advisory board members serve, and such members would be unlikely to recuse themselves from any such vote.

Resolution of Conflicts. Except as otherwise described herein or in the Governing Documents, conflicts of interest will generally be resolved by the applicable Fund's advisory board. As mentioned above, it is anticipated that a portion of a Fund's advisory board will consist of a certain number of limited partners not affiliated with RIC that are appointed by RIC in its sole discretion. However, there can be no assurance that all conflicts of interest will be successfully resolved.

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

Limited Partner Transfer of Interest. In certain cases, RIC will have an opportunity (but, subject to any applicable restrictions or procedures in the relevant Governing Documents, no obligation) to identify one or more secondary transferees of interest in a Fund. In the case of ordinary transfers, RIC will not receive compensation for identifying such transferees and will use its discretion to select such

transferees based on eligibility and other factors, and unless required by the relevant Governing Documents, will determine in its sole discretion whether the opportunity to receive a transfer of Fund interests should be offered to one or more existing Fund limited partners. On occasion a RIC principal or a General Partner has purchased the interest of a Fund limited partner or a co-investor's direct investment in a portfolio company.

Co-Investment. As described in Item 7 above, RIC will, in its sole discretion, provide opportunities to co-invest in particular portfolio investments to one or more (but not necessarily all) limited partners and their affiliates, RIC and its employees, Operating Advisors, third parties (including portfolio company founders and management, strategic investors and other funds, private investors, groups and individuals) and/or other Funds or SPVs managed by RIC. Subject to any side letter agreements, RIC owes no duty to present any co-investment opportunity to any limited partner. RIC will allocate available investment opportunities among a Fund and any such co-investors as it will determine in its sole discretion. The allocation of co-investment opportunities in some instances involves a benefit to RIC, including, without limitation, fees and/or carried interest from the co-investment opportunity. The terms of such co-investments, including the fees, expenses, and carried interest applicable to such co-investment (prior to and at the time of such investment and on an ongoing basis), if any, will be negotiated by RIC and the potential co-investor on a case-by-case basis in their respective sole and absolute discretion. In addition, co-investors will not typically pay or otherwise bear fees, costs and expenses related to unconsummated co-investments. In such event, such fees, costs and expenses will be considered Fund expenses of and be borne by the applicable Fund. In the event that RIC invites a co-investor to invest alongside a Fund, the amount available for investment by such Fund can be correspondingly reduced to permit such investor the opportunity to co-invest.

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

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

Transactions Among RIC Funds. It is possible that a portion of a Fund's investments will be made in or with a portfolio company of another Fund. For example, RIC could potentially determine that a Fund should invest in an existing portfolio company of another Fund. Any investment by a Fund in an entity in which another Fund has a pre-existing investment (or vice versa) could be viewed, especially in hindsight, to have been made based on a non-arms-length valuation. Similarly, a Fund can later invest in entities in which another Fund has invested, which can have an effect (either positive or negative) on the market value of such Fund's investments.

RIC reserves the right to make independent decisions regarding recommendations of when a Fund should purchase and sell investments. As a result, it is possible that a Fund will be purchasing an investment at a time when another Fund is selling the same or a similar investment, or vice versa. For example, RIC will, from time to time, consider and reject an investment opportunity on behalf of one Fund despite the fact that RIC or an affiliate can potentially subsequently determine to make an investment in the same company on behalf of another Fund. A conflict of interest arises because the latter Fund will, in such circumstances, benefit from the initial evaluation, investigation and due diligence undertaken by RIC on behalf of the Fund that originally considered the investment. In such circumstances, the benefitting Fund(s) would generally not be required to reimburse the original Fund for some or all of the expenses incurred in connection with considering such investment, and any such allocation that is made will be done in good faith by RIC. Such allocation is likely to be highly subjective. There can be no assurance that the return on one Fund's investments will not be less than the returns obtained by other Funds participating in the investment.

In addition, RIC receives and generates various kinds of portfolio company data and other information, including information related to financial, industry, market, business operations, trends, budgets, customers, suppliers, competitors and other metrics. While not likely, information can in certain instances, include material nonpublic information received or generated in connection with efforts on behalf of one Fund's investment in a portfolio company or prospective investment. This information allows RIC to better anticipate macroeconomic and other trends and otherwise develop investment strategies. As a result, RIC often gains industry, sector and other general expertise and knowledge in connection with a portfolio company that will benefit others, as well as RIC and its affiliates, whether or not such other companies are in the same or a different Fund. In such circumstances where the benefitting portfolio company is in another Fund, one Fund will have borne the cost for value that will benefit the other. RIC has an incentive to pursue investments in portfolio companies based on the data and information expected to be received or generated.

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

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

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

Projections. The Funds use financial projections to help analyze current or future financing for portfolio companies, limited partner reporting or other transactions. Projected operating results of a company in which a Fund invests normally will be based primarily on financial projections prepared by such company's management, with adjustments to such projections made by RIC in its discretion. In all cases, projections are only estimates of future results that are based upon information received from the company and third parties and assumptions made at the time the projections are developed. The inaccuracy of certain assumptions, the failure to satisfy certain financial requirements and the occurrence of other unforeseen events could impair the ability of a portfolio company to realize projected values. There can be no assurance that the results set forth in the projections will be attained, and actual results can be significantly different from the projections. Also, general economic factors, which are not predictable, can have a material impact on the reliability of projections.

Valuation. There is not expected to be an actively traded market for most of the securities owned by the Funds. When estimating fair value, the General Partners will apply a methodology they determine to be appropriate based on accounting guidelines and the applicable nature, facts, and circumstances of the respective investments. However, the process of valuing securities for which reliable market quotations are not available is based on inherent uncertainties and the resulting values have the potential to significantly differ from values that would have been determined had an active market existed for such securities and can significantly differ from the prices at which such securities ultimately are sold. The Firm has established a valuation policy, which it will follow when performing portfolio company valuations. Each General Partner will determine the value of the relevant Fund's investments that are not readily marketable based on ASC 820 guidelines as promulgated by the Financial Accounting Standards Board and any subsequent valuation guidelines required of an investment fund reporting under generally accepted accounting principles as promulgated in the United States. There can be no assurance that the relevant General Partner will have all the information necessary to make valuation decisions in respect of these investments, or that any information provided by third parties on which such decisions are based will be correct. There can be no assurance that the valuation decision of a General Partner with respect to an investment will represent the value realized by the relevant 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. The valuations of the Funds' assets are performed internally by RIC's own team and all valuations are subject to an annual review by the Funds' auditors as part of each Fund's annual financial statement audit. The exercise of discretion in valuation by the Firm has the potential to give rise to conflicts of interest, including excess valuations which can impact the amount and timing of distributions of carried interest and the calculation of management fees. Generally, there will be no retroactive adjustment in the valuation of any investment or the fees and/or performance-based compensation paid to the Firm to the extent any valuation proves to not accurately reflect the realizable value of an investment.

In addition, the Firm regularly reports to Fund limited partners, prospective limited partners and the investor community more generally, metrics of each Fund's performance, such as rates of return and multiples-of-money, whose calculation depends on the value of the Funds' investments, including unrealized investments. These reports are an indication of the overall performance of a Fund and are important to the Firm's efforts to attract limited partners to the Firm and any current or future Fund. An objective of RIC's valuation methodologies and procedures is to eliminate any influence these incentives have on fair value determinations.

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

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

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

Some expenses are incurred on behalf of one Fund which have the potential to benefit other Funds. For example, information RIC obtains in connection with a Fund's research, due diligence and investment activities will be valuable to other Funds. Additionally, tools and resources developed at RIC's expense will be the intellectual property of RIC and not the Fund.

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

Industry Relationships. As with many other private equity fund sponsors, as part of RIC's business, RIC, its principals and its employees have developed relationships with third parties which have the potential to raise conflicts of interest. Such third parties include investment bankers, lenders, consultants, finders (including portfolio company finders), professional advisors (such as attorneys and accountants), co-investors, current and former directors, officers and employees of current and former portfolio companies and former employees and members of RIC as well as family members or close contacts of such persons. Certain of these third parties on occasion: (i) introduce investment opportunities to RIC; (ii) arrange for, or facilitate the financing of, the purchase or recapitalization of current and potential portfolio companies; (iii) introduce portfolio companies to potential acquisition or merger candidates; (iv) facilitate the disposition of portfolio companies; or (v) provide investment banking, consulting, legal or advisory services to RIC, the Funds or portfolio companies. Such third parties also on occasion provide goods or services to or have business, personal, familial, financial or other relationships with the Firm's principals. In other instances, such third parties provide personal banking, private wealth or lending arrangements (including lending arrangements with respect to personal investments in or through RIC's entities) to Firm personnel and their estate planning vehicles. In addition, such third parties are sometimes limited partners in one or more Funds; co-invest in one or more portfolio companies; or provide other significant business or investment services to RIC, RIC

employees, the Funds and/or their portfolio companies. Such third parties can be entitled to receive a portion of a Fund's proceeds in connection with the sale of a particular portfolio company. Such third parties can also on occasion receive discretionary bonuses, transaction-based fees and/or directors' fees from, participation and/or profits or equity interests in a portfolio company or holding company in exchange for providing their services and such discretionary bonuses, fees, participation and/or profits or equity interests are not subject to the management fee offsets described in Item 5 above. These relationships have the potential to influence RIC in deciding whether to select or recommend any such third party to perform services for the Funds or a portfolio company. Compensation in the form of profits or equity interests in a portfolio company or immediate holding company will generally have a dilutive impact on a Fund's investment. The cost of many services provided by such third parties are expected to be borne directly or indirectly by the Funds or its portfolio companies, as applicable.

Other Benefits. In connection with its services to the Funds and their investments, RIC expects to receive the benefit of certain tangible and intangible benefits. For example, in the course of RIC's operations, including research, due diligence, investment monitoring, operational improvements and investment activities, RIC and its personnel expect to receive and benefit from information, "know-how," experience, analysis and data relating to Fund or portfolio company (as applicable) operations, terms, trends, market demands, customers, vendors and other metrics (collectively, "the RIC Information"). In many cases, RIC Information will include tools, procedures and resources developed by RIC to organize or systematize RIC Information for ongoing or future use. Although RIC expects its Funds and their portfolio companies generally to benefit from RIC's possession of RIC Information, it is possible that any benefits will be experienced solely by other or future Funds or portfolio companies (or by RIC and its personnel) and not by the Fund or portfolio company from which RIC Information was originally received. RIC Information will be the sole intellectual property of RIC and solely for the use of RIC.

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

Conflicts Related to the Interpretation of Governing Documents and Other Legal Requirements. The Governing Documents of each Fund and related documents are detailed agreements that establish complex arrangements among RIC, the limited partners, the Fund, the General Partner and other entities and individuals. Questions can arise under these agreements regarding the parties' rights and obligations in certain situations, some of which will not have been contemplated at the time of the agreements' drafting and execution. In these instances, the operative provisions of the agreements, if any, can be broad, general, ambiguous or conflicting, and permit more than one reasonable interpretation. At times there will not be a provision directly applicable to the situation. While RIC will construe the

relevant agreements in good faith and in a manner consistent with its legal obligations (and, when appropriate, in consultation with external legal counsel), the interpretations RIC adopts will not necessarily be, and need not be, the interpretations that are the most favorable to the Funds or their limited partners.

Cross Fund Transactions. RIC is permitted under the Governing Documents to effect cross transactions between Funds. Such cross fund transactions create conflicts of interest because by not exposing such buy and sell transactions to market forces, it is possible that a Fund will not receive the best price possible or RIC will have an incentive to improve the performance of one Fund by selling underperforming assets to another Fund in order, for example, to earn fees. In effecting a cross transaction, the Firm will seek to ensure that the purchase or sale is effected at a price that is comparable to what price could be obtained through an arm's-length transaction with a third party and that is otherwise fair to both parties, which in some cases can include receiving a fairness opinion, receiving a legal opinion, engaging a placement agent and/or investment banker, each as appropriate. In certain circumstances, RIC reserves the right to determine that the willingness of a third party to make an investment on the same terms demonstrates the fairness of the relevant transaction to the Fund under then-current market conditions. The Firm will maintain documentation to memorialize the basis for determining fairness in pricing.

Employee Limited Partners. It is expected that certain RIC's employees and personnel will invest in a Fund directly or as part of a General Partner's commitment to a Fund. Subject to applicable law, the terms of an investment by an employee differ from, and are more favorable than, those of an investment by an external Fund limited partner. For example, employee limited partners generally will not be subject to a management fee and/or carried interest with respect to their investment and receive information regarding investments at different times than other limited partners.

Item 9 – Disciplinary Information

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

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

Item 10 – Other Financial Industry Activities and Affiliations

RIC is not actively engaged in a business other than giving investment advice to its clients and managing the portfolio companies owned by its Funds. Neither RIC nor any of its management persons is registered or has an application pending to register as a broker-dealer, registered

representative of a broker-dealer, futures commission merchant, commodity pool operator, commodity trading advisor, or associated person of the foregoing.

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

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

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

From time to time, RIC receives training, information, promotional materials, meals, gifts, entertainment or other perquisites from vendors and others with whom it does business or to whom it makes referrals. However, at no time will RIC accept any benefits, gifts or other arrangements that are conditioned on directing individual Fund transactions to a specific investment, product or provider. Similarly, RIC employees have in the past, and expect in the future, to speak at and attend industry conferences and programs for potential investors interested in investing in private funds that are sponsored by various auditors, investment bankers, broker-dealers or others. Through such events, prospective investors have the opportunity to meet with RIC. Neither RIC nor any Fund compensates these auditors, investment bankers, broker-dealers or others for investments ultimately made by prospective investors attending such events other than registration, sponsorship, membership or other similar fees paid to attend such events, if any.

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

Code of Ethics and Personal Trading

RIC has adopted a written code of ethics ("Code of Ethics") pursuant to Rule 204A-1 of the Advisers Act that sets forth standards of conduct expected of supervised persons and addresses personal

trading and reporting of personal securities transactions, gifts and entertainment and outside business activities, among other topics. The Code of Ethics requires all supervised persons to place Fund interests ahead of the Firm's interests, to avoid taking advantage of his or her position and to maintain full compliance with the federal securities laws. With respect to third parties that are not subject to the trading restrictions under RIC's Code of Ethics and that may otherwise obtain sensitive and nonpublic information relating to a Fund deal (*e.g.*, co-investors, legal, financial, diligence, public relations and other similar service providers), such persons typically are subject to contractual provisions in confidentiality agreements or professional obligations that prohibit the misuse of any such information.

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

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

Because RIC's business focuses primarily on private market investments, RIC expects that instances of supervised persons having access to material nonpublic information regarding publicly-traded securities will be relatively infrequent. RIC's supervised persons and their covered family members are prohibited from trading, either personally or on behalf of others, in securities while in possession of material nonpublic information regarding these securities or communicating material nonpublic information about such securities to others. The Code of Ethics establishes guidelines for personal trading requirements, insider trading and reporting of personal securities transactions, including certain pre-clearance and reporting obligations. RIC maintains a restricted list of issuers about which the Firm has or may have material nonpublic information. Pre-clearance is required by supervised persons and their covered family members for certain personal securities transactions, including trading in restricted list securities, initial public offerings and limited offerings. In addition, supervised persons are required to file certain reports and submit their brokerage account statements to the Chief Compliance Officer for review.

The principals and employees of RIC carry on investment activities for their own account and for family members, friends or others, and give advice and recommend securities to vehicles which may differ from advice given to, or securities recommended or bought for, the Funds, even if their investment objectives are the same or similar. In addition, principals and employees are permitted to buy securities in transactions offered to, but rejected by, the Funds or that are outside the investment mandate of the Funds. All such employee private investments are subject to pre-approval and/or review by the Chief Compliance Officer.

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

Participation or Interests in Client Transactions

RIC principals, employees, affiliates, Operating Advisors and friends and family of the foregoing (including investment vehicles or trusts established for such persons) have invested in certain Funds through the applicable General Partner, as Fund limited partners and/or as co-investors. As mentioned in Item 5 above, RIC will generally reduce or waive the management fee and carried interest related to investments held by such persons. RIC does not believe this arrangement presents any material conflict of interest since the General Partners' interests are aligned with the interests of limited partners in such Funds.

Section 206(3) of the Advisers Act generally prohibits investment advisers from engaging in principal, cross and agency cross transactions without the appropriate disclosure and consent. RIC will only enter into a principal, cross or agency cross transaction with the appropriate disclosure and consent.

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

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

Conflicts of Interest

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

description of what RIC believes to be the most significant conflicts of interest associated with an investment in that Fund. Some of these conflicts are summarized in Item 8 above.

Item 12 – Brokerage Practices

While RIC generally focuses on securities transactions in private companies and purchases and sells such companies through privately negotiated transactions, the Funds on occasion engage broker-dealers and investment bankers to perform various services for the Funds and portfolio companies, such as assisting in the purchase or sale of a private portfolio company. RIC has sole discretion over the purchase and sale of investments (including the size of such transactions) and the broker-dealer or investment banker, if any, to be used to effect transactions for the Funds. In executing transactions, RIC will seek best execution for the transaction. Best execution is a qualitative assessment that takes into account the full range and quality of a broker-dealer or investment banker's services and is satisfied by obtaining the most advantageous overall terms for the Fund(s) when weighing all factors relevant to the transaction. Best execution is therefore not necessarily determined by lowest possible commission rates.

Whether for private or public securities transactions, RIC will select a broker-dealer or investment banker based on the Firm's best judgment of who can provide best execution and will consider a variety of factors as specified in its compliance manual, including but not limited to: RIC's prior experience in working with the broker-dealer or investment banker; execution capability; financial responsibility; reputation and expertise within the industry; responsiveness to the Firm; expertise in dealing with investments that are restrictive or illiquid in nature; the type and size of the transaction involved; the value of any research provided; and commission rates, among other factors that RIC deems relevant to the specific transaction.

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

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

Item 13 – Review of Accounts

The investments made by the Funds are generally private, illiquid and long-term in nature. Accordingly, RIC's review process is not directed toward a short-term decision to dispose of securities.

Decisions as to when to purchase or sell a portfolio company are made by the investment committee. RIC's team of investment professionals closely monitor and conduct reviews of the portfolio companies and maintain ongoing oversight. RIC typically holds board seats for the investments it makes. It is not uncommon for the relevant investment professionals for an investment to be in regular, as often as weekly, contact with the portfolio company's senior management team. Moreover, partners of RIC monitor portfolio company performance through regular management meetings, as well as detailed reviews of specific portfolio companies that occur as needed.

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

RIC furnishes to limited partners on behalf of Fund I, Fund II and Fund III the following written reports: (i) annual audited financial statements prepared in accordance with U.S. generally accepted accounting principles ("GAAP") as promulgated by the Financial Accounting Standards Board, accompanied by the report of the independent certified public accountant within 90 days of fiscal year end; (ii) unaudited financial statements for the first three quarters of each fiscal year within 45 days of each quarter's close; (iii) annual tax information necessary for the completion of tax returns (K-1s); (iv) a quarterly statement of the determination of the value of each investment; and (v) a Fund update, provided quarterly. Limited partners in the SPVs receive: (i) annual audited financial statements prepared in accordance with GAAP, accompanied by the report of the independent certified public accountant within 120 days of fiscal year end; and (ii) annual tax information necessary for the completion of tax returns (K-1s). All reports are written and sent to limited partners electronically. The Firm also has contact with limited partners (*e.g.*, personal visits, video conference, telephone, email) throughout the year as requested and/or as conditions warrant.

In the course of conducting due diligence or otherwise, limited partners periodically request information pertaining to RIC's investments. RIC responds to these requests, and in answering such requests, provides information that is not generally made available to other limited partners who have not requested such information. While RIC does not have an obligation to update any such information provided, the Firm endeavors to provide the information requested in the most current form available. Additionally, as it pertains to existing limited partners, upon request or pursuant to contractual obligations (such as agreed to in a side letter), certain limited partners receive additional information and reporting that other limited partners do not receive. The fact that RIC provides such information upon request to one or more limited partners does not obligate RIC to affirmatively provide such information to all limited partners. As a result, certain limited partners will have more information about a Fund than other limited partners, and RIC has no duty, and does not intend, to ensure all limited partners seek, obtain or possess the same information regarding a Fund and its investments and/or portfolio companies.

Item 14 – Client Referrals and Other Compensation

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

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

When raising capital for a new Fund, RIC has engaged the services of a registered broker dealer to serve as a placement agent for Fund units. Placement agent fees are payable by the Funds and offset dollar-for-dollar 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 as part of its organizational expenses.

Item 15 – Custody

RIC is deemed to have custody of the assets of Fund I, Fund II and Fund III because the General Partners are not operationally independent from RIC: each Fund's General Partner generally has full discretion and control over Fund investments and cash, including the ability to deduct fees from the Funds' accounts. RIC has custody over the SPVs by virtue of the Firm's ability to control such SPVs' bank accounts. To comply with Advisers Act Rule 206(4)-2 (the "Custody Rule"), RIC has elected to undergo an annual GAAP financial statement audit for each of its Funds and SPVs by a Public Company Accounting Oversight Board registered and inspected auditing firm. RIC delivers a copy of the relevant audited financial statements to limited partners of (i) each Fund within 90 days of the fiscal year end and (ii) each SPV within 120 days of the fiscal year end. In addition, upon the final liquidation of a Fund or SPV, RIC will obtain a final audit and distribute audited financial statements prepared in accordance with GAAP with respect to such Fund to all underlying limited partners promptly upon completion of the audit. Limited partners are encouraged to carefully review such financial statements.

RIC does not accept physical custody of client money or securities (other than certain privately offered securities to the extent permitted by the Advisers Act); called capital is directly deposited or wired into the relevant Fund's custodial accounts. RIC receives at least quarterly statements from its qualified

custodian on behalf of the Funds. For more information about the Funds' qualified custodian, please see Form ADV Part 1, Schedule D, Section 7.B.(1).

Item 16 – Investment Discretion

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

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

Item 17 – Voting Client Securities

By virtue of the Funds limited partnership agreements, RIC has the authority to vote client proxy statements on behalf of its Funds. However, given the nature of RIC's advisory business, the Funds seldom hold public securities; the majority of "proxies" received by RIC will be written shareholder consents or similar instruments for private companies. Specifically, from time to time, portfolio companies request RIC (usually through the General Partner of the applicable Fund) to consent to certain issues pertaining to the portfolio company's business and requiring equity owner approval. In these cases, RIC considers factors that could affect the value of the investment and will act in the manner that it believes maximizes the value of its long-term investment in portfolio companies.

RIC has adopted proxy voting policies and procedures pursuant to Advisers Act Rule 206(4)-6. RIC's proxy voting policy seeks to ensure that it vote proxies in the best interest of the Funds with a goal towards maximizing overall value. RIC generally believes its interests are aligned with those of the Funds' limited partners through the principals' beneficial ownership interests in the Funds. In the event that there is a conflict of interest in voting proxies, RIC's proxy voting policy provides that the Firm can address the conflict using several alternatives, including by seeking the approval or

concurrence of an advisory board on the proposed proxy vote or through other alternatives set forth in RIC's proxy voting policy. Limited partners in the Funds cannot direct how RIC votes proxies or shareholder consents, nor is RIC required to seek limited partner approval or direction from limited partners when voting proxies or when giving consent on any matter requiring the consent of shareholders.

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

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

Item 18 – Financial Information

Registered investment advisers are required to provide certain financial information or disclosures about their financial condition. RIC has no financial condition that impairs its ability to meet contractual commitments to limited partners and has not been the subject of a bankruptcy petition. In addition, RIC does not require or solicit prepayment of more than \$1,200 in fees per Fund, six months or more in advance.

Form ADV Part 2B: BROCHURE SUPPLEMENT



ROCK ISLAND CAPITAL, LLC

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March 28, 2023

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

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

Alfred M. Mattaliano

Year of Birth: 1959

Founding Partner and Managing Member of the General Partner

1415 West 22nd Street, Suite 1250

Oak Brook, IL 60523

(630) 413-9140

Item 2 – Educational Background and Business Experience

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

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

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

Item 3 – Disciplinary Information

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

Item 4 – Other Business Activities

As stated above, Mr. Mattaliano serves on the boards of various RIC portfolio companies. Mr. Mattaliano's appointment to such boards has been designated to be in the best interest of the Funds and their respective limited partners. Serving on portfolio company boards could lead to potential conflicts of interest. For example, a conflict of interest can arise between Mr. Mattaliano's fiduciary duties to the portfolio company on which he serves and his duty to RIC as there can be no guarantee that decisions that are in the portfolio companies' best interests will necessarily be in RIC's best interests. As the Funds will generally be significant shareholders of such companies, it is expected that such interests will generally be aligned; however, appropriate measures have been taken whereby Mr. Mattaliano intends to recuse himself in such circumstances from the decision making process.

Mr. Mattaliano is not engaged in any investment-related business outside of his role with RIC.

Item 5 – Additional Compensation

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

Item 6 – Supervision

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

Michael E. Nugent

Year of Birth: 1971

Founding Partner and Managing Member of the General Partner

1415 West 22nd Street, Suite 1250

Oak Brook, IL 60523

(630) 413-9147

Item 2 – Educational Background and Business Experience

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

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

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

Item 3 – Disciplinary Information

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

Item 4 – Other Business Activities

As stated above, Mr. Nugent serves on the boards various RIC portfolio companies. Mr. Nugent's appointment on such boards has been designated to be in the best interest of the Funds and their respective limited partners. Serving on portfolio company boards could lead to potential conflicts of interest. For example, a conflict of interest can arise between Mr. Nugent's fiduciary duties to the portfolio company on which he serves and his duty to RIC as there can be no guarantee that decisions that are in the portfolio companies' best interests will necessarily be in RIC's best interests. As the Funds will generally be significant shareholders of such companies, it is expected that such interests will generally be aligned; however, appropriate measures have been taken whereby Mr. Nugent intends to recuse himself in such circumstances from the decision making process.

Mr. Nugent is not engaged in any investment-related business outside of his role with RIC.

Item 5 – Additional Compensation

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

Item 6 – Supervision

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

Brian E. Bastedo

Year of Birth: 1978

Partner and Managing Member of the General Partner

1415 West 22nd Street, Suite 1250

Oak Brook, IL 60523

(630) 413-9143

Item 2 – Educational Background and Business Experience

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

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

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

Item 3 – Disciplinary Information

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

Item 4 – Other Business Activities

As stated above, Mr. Bastedo serves on the boards of various RIC portfolio companies. Mr. Bastedo's appointment to such boards has been designated to be in the best interest of the Funds and their respective limited partners. Serving on portfolio company boards could lead to potential conflicts of interest. For example, a conflict of interest can arise between Mr. Bastedo's fiduciary duties to the portfolio company on which he serves and his duty to RIC as there can be no guarantee that decisions that are in the portfolio companies' best interest will necessarily be in RIC's best interests. As the Funds will generally be significant shareholders of such companies, it is expected that such interests will generally be aligned; however, appropriate measures have been taken whereby Mr. Bastedo intends to recuse himself in such circumstances from the decision making process.

Mr. Bastedo is not engaged in any investment-related business outside of his role with RIC.

Item 5 – Additional Compensation

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

Item 6 – Supervision

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

Daniel K. Alport

Year of Birth: 1984

Partner

1415 West 22nd Street, Suite 1250

Oak Brook, IL 60523

(630) 413-9142

Item 2 – Educational Background and Business Experience

Mr. Alport is a Partner of RIC. Prior to joining RIC in 2013, Mr. Alport was a Vice President at Deloitte Corporate Finance, the middle-market investment banking affiliate of Deloitte LLP. At Deloitte, Mr. Alport worked with numerous middle market companies and was responsible for the execution of a variety of merger and acquisition assignments including domestic and cross-border acquisitions, divestitures, and reviews of strategic alternatives.

Mr. Alport received a Bachelor's of Science in Finance from the University of Illinois.

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

Item 3 – Disciplinary Information

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

Item 4 – Other Business Activities

As stated above, Mr. Alport serves on the boards of various RIC portfolio companies. Mr. Alport's appointment to such boards has been designated to be in the best interest of the Funds and their respective limited partners. Serving on portfolio company boards could lead to potential conflicts of interest. For example, a conflict of interest can arise between Mr. Alport's fiduciary duties to the portfolio company on which he serves and his duty to RIC as there can be no guarantee that decisions that are in the portfolio companies' best interest will necessarily be in RIC's best interests. As the Funds will generally be significant shareholders of such companies, it is expected that such interests will generally be aligned; however, appropriate measures have been taken whereby Mr. Alport intends to recuse himself in such circumstances from the decision making process.

Mr. Alport is not engaged in any investment-related business outside of his role with RIC.

Item 5 – Additional Compensation

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

Item 6 – Supervision

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

Zofie Mietus

Year of Birth: 1984

Chief Compliance Officer and Chief Financial Officer

1415 West 22nd Street, Suite 1250

Oak Brook, IL 60523

(630) 413-9137

Item 2 – Educational Background and Business Experience

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

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

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

Item 3 – Disciplinary Information

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

Item 4 – Other Business Activities

Mrs. Mietus is not actively engaged in any investment-related businesses outside of her role with RIC.

Item 5 – Additional Compensation

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

Item 6 – Supervision

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