

**ITEM 1  
COVER PAGE**

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**PART 2A OF FORM ADV: FIRM BROCHURE**

**YIELDSTREET MANAGEMENT, LLC**

November 27, 2019

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ADDITIONAL INFORMATION ABOUT YIELDSTREET MANAGEMENT, LLC ALSO IS AVAILABLE ON THE UNITED STATES SECURITIES AND EXCHANGE COMMISSION'S WEBSITE AT [WWW.ADVISERINFO.SEC.GOV](http://WWW.ADVISERINFO.SEC.GOV).

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## **ITEM 2 MATERIAL CHANGES**

This Form ADV Part 2A Disclosure Brochure (the “Brochure”) is an amendment of YieldStreet Management, LLC’s (the “Adviser”, “we”, “us”, and similar terms) Brochure. We last filed an annual update to the Brochure on March 29, 2019 and have not updated the Brochure since that annual update. This update to our Brochure contains numerous changes and updates to certain information, some of which may be material changes since the last annual update to our Brochure, including:

- Item 1 has been updated to provide additional information about the Adviser’s new principal place of business;
- Item 4 has been updated to provide additional information about new products offered by the Adviser;
- Item 5 has been updated to provide additional information about the fees and expenses related to such new products;
- Item 6 has been updated to indicate that the Adviser does not accept performance-based fees from any of its clients;
- Item 8 has been updated to reference investments in emerging markets and art finance, and certain risks associated therewith; and
- Item 10 has been updated to provide additional information about the relationship which the Adviser has with the Sub-Adviser.

**ITEM 3  
TABLE OF CONTENTS**

ITEM 1 COVER PAGE .....	1
ITEM 2 MATERIAL CHANGES .....	2
ITEM 3 TABLE OF CONTENTS .....	3
ITEM 4 ADVISORY BUSINESS .....	4
ITEM 5 FEES AND COMPENSATION.....	9
ITEM 6 PERFORMANCE-BASED FEES AND SIDE-BY-SIDE MANAGEMENT .....	14
ITEM 7 TYPES OF CLIENTS .....	15
ITEM 8 METHODS OF ANALYSIS, INVESTMENT STRATEGIES AND RISK OF LOSS.....	16
ITEM 9 DISCIPLINARY INFORMATION .....	36
ITEM 10 OTHER FINANCIAL INDUSTRY ACTIVITIES AND AFFILIATIONS .....	37
ITEM 11 CODE OF ETHICS, PARTICIPATION OR INTEREST IN CLIENT TRANSACTIONS AND PERSONAL TRADING.....	39
ITEM 12 BROKERAGE PRACTICES .....	43
ITEM 13 REVIEW OF ACCOUNTS.....	45
ITEM 14 CLIENT REFERRALS AND OTHER COMPENSATION .....	46
ITEM 15 CUSTODY .....	47
ITEM 16 INVESTMENT DISCRETION.....	48
ITEM 17 VOTING CLIENT SECURITIES .....	49
ITEM 18 FINANCIAL INFORMATION .....	50

## **ITEM 4 ADVISORY BUSINESS**

### **A. General Description of Advisory Firm**

YieldStreet Management, LLC (the “Adviser”, “we”, “us”, and similar terms) is a Delaware limited liability company that was formed and commenced operations on March 25, 2015 with principal offices located in New York, New York. The Adviser is a wholly-owned subsidiary of YieldStreet Inc. (the “Website Operator”), a Delaware corporation founded in August 2014. The principal owner of the Adviser is the Website Operator.

### **B. Description of Advisory Services**

The Website Operator operates and manages the YieldStreet.com online platform (the “Website”). Through the use of the Website, investors can browse and screen alternative investment opportunities, view details of a prospective investment and then complete the investment process online. The Website allows individuals to become investors in historically difficult to access alternative investment opportunities. These opportunities are offered through three varieties of investment vehicles managed by the Adviser:

- Investment-specific special purpose vehicles (“SPVs”);
- Investment vehicles that offer exposure to alternative investment opportunities through issuing notes (“Note Issuers”); and
- A closed-end registered investment company (the “Closed-End Fund” and collectively with the SPVs and the Note Issuers, the “Funds”).

Each Fund has an operating agreement or other organizational documents, a subscription agreement, the listing on the Website and other applicable disclosure documents, which are referred to hereafter as “Offering Documents”. This Brochure may also from time to time refer to investors within the Funds as “Fund Investors”. The Adviser serves as the investment adviser to each Fund. The Adviser generally provides investment advice solely to the Funds, which at times are referred to herein as our “clients”, and not individual Fund Investors.

#### **i. Investment-Specific SPVs**

An investment-specific SPV is generally a limited liability company formed by the Adviser to serve as a special purpose investment vehicle for each such investment. Through the Website, individual accredited investors may purchase membership interests in the applicable SPV to participate in the investment opportunity. Each SPV is formed specifically to make a particular investment and its investment guidelines limit the SPV to making only that investment. The assets and liabilities of each SPV are kept separate and distinct from each other and there is no commingling of funds.

The advisory services performed by the Adviser with respect to SPVs are limited to: identifying and acquiring the SPV’s investment, which is generally accomplished through the Adviser’s network of loan and/or other investment originators, sponsors and specialty finance companies

(each, an “Originator”) who provide access to potentially attractive investment opportunities; monitoring and managing each SPV’s existing investments; and coordinating distribution of proceeds and the ultimate liquidation of each SPV. Ultimately, each investor in a SPV chooses their investments and the amounts thereof and the Adviser has no discretion or authority with respect to such investor’s decisions.

## **ii. Note Issuers**

We currently manage two categories of Note Issuers:

- Delaware limited liability companies that offer multiple series of privately-placed borrower payment dependent notes (the “ALTNOTE Funds”); and
- A Delaware limited liability company that offers multiple series of privately-placed 90-day promissory notes and 180-day promissory notes (the “ST NOTE Fund”).

The Adviser implements the ALTNOTE Funds’ investment objectives by creating wholly-owned special purpose investment vehicles, each of which (a) corresponds to a series of notes and (b) funds, acquires or originates one or more investments. Payments on each series of notes will be dependent on payments each corresponding special purpose investment vehicle receives (and therefore, in turn, the relevant ALTNOTE Fund receives) on one or more specific investments.

The ST NOTE Fund similarly invests in special purpose investment vehicles that fund, make, acquire, originate, refinance, purchase or invest in investments. No note or series of notes issued by the ST NOTE Fund, however, is directly associated with any particular investment, unless specifically stated otherwise in the ST NOTE Fund’s Offering Documents. Instead, the notes are debt obligations that are secured by all of the assets of the ST NOTE Fund.

The Adviser manages Note Issuers and, in the case of the ALTNOTE Funds, their underlying special purpose investment vehicles, and is responsible for making their investment decisions on a discretionary basis. Ultimately, each note purchaser chooses their investments and the amounts thereof and the Adviser has no discretion or authority with respect to such note purchaser’s decisions.

## **iii. The Closed-End Fund**

The Closed-End Fund is a non-diversified, closed-end management investment company that has registered as an investment company under the Investment Company Act of 1940. The Closed-End Fund will make investments either directly or through separate investment structures or vehicles that provide the Closed-End Fund with exposure to such investments. Subject to oversight and monitoring by the Closed-End Fund’s board of directors, the Adviser has investment discretion over the Closed-End Fund, except for a portion of the investments in the Closed-End Fund’s portfolio (the “Sub-Advised Portfolio”) that will be managed by a sub-adviser, BlackRock Financial Management, Inc (the “Sub-Adviser”). BlackRock International Limited and BlackRock (Singapore) Limited (each, a “Sub-Sub-Adviser”; we also refer to the Sub-Sub-Advisers collectively as the “Sub-Sub-Adviser,” as the context may require) serve as sub-sub-advisers for a portion of the Sub-Advised Portfolio. Both the Sub-Adviser and the Sub-Sub-Adviser are subject to oversight and monitoring by the Adviser and the Closed-End Fund’s board of directors. The

Closed-End Fund's shares are not currently listed on an exchange for public trading, and we do not expect a secondary market in the shares to develop in the foreseeable future, if ever.

\* \* \*

The Funds typically invest in debt securities and other credit instruments across multiple sectors, either directly or indirectly, including in direct loans to borrowers secured by income producing assets or in participation interests in income producing assets (such as individual or pools of loans or receivables) held by a third party (collectively, "Credit Investments"). Such Credit Investments are typically secured by interests in: real or personal property; automotive loans; equipment loans; leases related to equipment, vehicles and other goods and merchandise; aircraft leasing and finance, corporate loans; receivables financing; litigation financing; law firm financing; purchase order financing; consumer loans; retail point of sale financing; marine finance such as shipping or container financing and vessel deconstruction financing; asset based financing; loans secured by cash flow; working capital loans; short-term loans; merchant cash advances; professional athlete loans; small business loans; oil or gas loans; artwork financing; other asset based financing or other instruments or property, residential and commercial mortgages, without limitation. Certain Funds may also acquire equity or similar ownership interests in assets of the type underlying the Credit Investments we intend to target, including real estate, litigation financing, securitizations or structured investments, and merchant cash advances secured by cash flow or future earnings ("Equity Investments"). In particular, the Closed-End Fund may make Equity Investments, which include common stocks, preferred stocks, convertible securities, warrants, depositary receipts, ETFs, equity interests in real estate investment trusts and master limited partnerships, and may enter into certain types of derivative transactions for hedging purposes or to enhance total return.

In accordance with the foregoing strategies, we will generally seek to acquire Credit Investments that (i) are believed to be sufficiently collateralized to preserve capital, and (ii) will generate income in accordance with our desired investment characteristics. Given the nature and risks associated with special-situation lending, we will generally seek to focus first on the collateral available for each Credit Investment in order protect principal, and then second on obtaining an appropriate return given the term, risk and liquidity associated with each specific Credit Investment. We will generally apply similar criteria for any Equity Investment we may acquire, with a focus on our expected risk adjusted return on such Equity Investments.

\* \* \*

The descriptions set forth in this Brochure of specific advisory services that we offer to our clients, and investment strategies pursued and investments made by us on behalf of our clients, should not be understood to limit in any way our investment activities. We may offer any advisory services, engage in any investment strategy and make any investment, including any not described in this Brochure, that we consider appropriate, subject to each client's investment objectives and guidelines. The investment strategies we pursue are speculative and entail substantial risks.

### **C. The AutoInvest Program**

The Adviser has created a program (the "AutoInvest Program") to help investors identify offerings on the Website in which they might wish to invest. Historically, many investments available on

the Website have been fully subscribed in a very short period of time after the investment opportunity is identified to investors by email notification (typically within minutes of such notification). To facilitate a more orderly subscription process, the Adviser created the AutoInvest Program to notify investors participating in the program of certain investment opportunities prior to sending the notification to all users of the Website.

The AutoInvest Program allows investors to provide information to the Adviser with respect to the parameters of investments the investor might be interested in making. Investors provide survey responses to indicate which asset classes they are interested in, as well as the yield, duration and maximum amount they are interested in investing. The Adviser utilizes an algorithm (the “Algorithm”) to apply the investors’ parameters to the investment opportunities that arise. In addition, the Algorithm also takes into account process criteria to facilitate a more orderly subscription process; for example, the Algorithm considers the length of time the investor has used the Website, the number of investments the investor has made through the Website to date, and the investor’s previous activity in the AutoInvest Program. The Algorithm is designed to mechanically narrow the universe of investment opportunities to only present opportunities to investors through the AutoInvest Program that match the investor’s parameters. The AutoInvest Program automatically allocates a portion – typically between 15% to 20% – of most offerings on the Website to investors participating in the program.

If an investor elects to make an investment presented through the AutoInvest Program, the investor directs that funds for the investment are withdrawn from the investor’s account (such account, the “YieldStreet Wallet”) maintained at Evolve Bank & Trust (“Evolve Bank”), an unaffiliated FDIC insured bank, and the investor receives a corresponding interest in the investment opportunity. Currently, investors are not charged any fee to participate in the AutoInvest Program.

#### **D. The YieldStreet Wallet**

The Website Operator, an affiliate of the Adviser, has entered into an arrangement (through a third party financial software provider) with Evolve Bank, an unaffiliated FDIC insured bank, whereby website users establish an account at Evolve Bank – entitled the YieldStreet Wallet – to deposit savings and/or purchase investments on the Website. Investors deposit funds in their YieldStreet Wallet, and such money is available to be used to efficiently process investment subscriptions on the Website. The Website Operator is a non-advisory affiliate of the Adviser, and the YieldStreet Wallet is a service offered by the Website Operator, rather than the Adviser, in order to improve the usability of the Website. In the future, the Website Operator may offer additional services relating to the YieldStreet Wallet, including credit card and debit card services, referral programs and other reward opportunities. Please see Item 10 for further information relating to the YieldStreet Wallet.

#### **E. Availability of Customized Services for Individual Clients**

Our investment decisions and advice with respect to each Fund will be subject to each Fund’s investment objectives and guidelines, as set forth in its respective Offering Documents. The Offering Documents of certain Funds, such as the SPVs, restrict the Adviser from purchasing on behalf of such Fund any securities or investments other than the initial investment made by such Fund. Investors and prospective investors in a Fund should refer to the Offering Documents for

complete information regarding the investment restrictions and other information with respect to a Fund.

**F. Wrap Fee Programs**

The Adviser does not participate in wrap fee programs.

**G. Assets Under Management**

The Adviser managed approximately \$345,100,990.00 (rounded to the nearest \$100,000) in regulatory assets under management on a fully discretionary basis, determined as of December 31, 2018.

## **ITEM 5 FEES AND COMPENSATION**

### **A. Advisory Fees and Compensation**

The fees applicable to each Fund are set forth in detail in each Fund's Offering Documents. A brief summary of such fees is provided below. In the sole discretion of the Adviser or its affiliates, the fees and expenses discussed herein may be waived, reduced or calculated differently with respect to certain investors or clients.

#### **i. SPVs**

The Adviser is generally paid an annual management fee between 1% and 4% of the outstanding capital contribution balance with respect to each SPV. In addition, the management fee may be a variable amount linked to LIBOR or a different index. Each SPV's fee is set before raising capital from investors. Management fees are generally accrued and paid to the Adviser simultaneous to the return of investment proceeds to Fund Investors. In some cases, the first-year management fees may be higher than subsequent years due to the initial work involved at inception or the management fee may decline over time.

#### **ii. Note Issuers**

The ALTNOTE Funds pay the Adviser a management fee that varies with each series of notes but generally ranges between 1% and 2% of the principal amount of the notes. Management fees are generally accrued and paid to the Adviser simultaneous to payments of interest to the noteholders.

The Adviser does not receive fee compensation from the ST NOTE Fund for acting as manager thereof.

#### **iii. The Closed-End Fund**

The Closed-End Fund pays the Adviser a management fee that is calculated at an annual rate of 1.00% of the average of the Closed-End Fund's net assets, excluding cash and cash-equivalents, at the end of the two most recently completed calendar quarters. The Closed-End Fund pays its management fee quarterly in arrears. Management fees for any partial month or quarter will be appropriately pro-rated and adjusted for any share issuances or repurchases during the relevant month or quarter. The Sub-Adviser will be paid a management fee by the Adviser, which is payable quarterly in arrears and is calculated daily based on the applicable annual percentage set forth below with respect to the amount of the Closed-End net assets comprising the Sub-Advised Portfolio, excluding cash and cash-equivalents (the "Net Allocated Assets"): (a) 0.55% per annum for the first \$500 million of the Net Allocated Assets; (b) 0.45% per annum for the next \$500 million of the Net Allocated Assets (i.e., Net Allocated Assets greater than \$500 million but equal to or less than \$1 billion); and (c) 0.40% per annum of the Net Allocated Assets which are greater than \$1 billion. Each Sub-Sub-Adviser will be entitled to a fee, computed daily and payable monthly by the Sub-Adviser, equal to an allocable portion of the Sub-Adviser's management fee

determined by reference to each Sub-Sub-Adviser's relative contribution to management of the Sub-Advised Portfolio, along with the Sub-Adviser. Any Sub-Sub-Adviser management fees will be paid by the Sub-Adviser out of the Sub-Adviser's management fee. No management fees will be paid to a Sub-Sub Adviser by the Closed-End Fund or the Adviser.

## **B. Additional Fees and Expenses**

Each Fund will reimburse, either through a fixed-fee or otherwise, the Adviser for any expenses paid by the Adviser that are properly borne by the Fund, unless the Adviser elects to bear such expenses. However, any such election by the Adviser to bear such expenses shall not be deemed a waiver of the Adviser's right to seek reimbursement from the Funds with respect to any future expenses of a similar nature.

Due to the fact that the Adviser manages investments on behalf of a number of the Funds, certain expenses may be shared by more than one Fund. With respect to expenses attributable to one or more of the Funds, and one or more of the Adviser or the Website Operator, the Adviser seeks to allocate such expenses fairly, taking into consideration (i) the extent of each such party's utilization of the services associated with the expense, (ii) the relative benefit to each such party that is derived from the expense, and (iii) the association of the expense with a legal, contractual or other obligation of one or more of such parties.

A summary of additional fees and expenses related to clients' investment activities, which may be paid to the Adviser or its affiliates, is provided below.

### **i. Loan Origination Fee**

When a Fund or a Fund's underlying special purpose investment vehicle (or an affiliate thereof) charges any loan origination fee, upfront fee, exit fee and lender discount points to borrower, the Website Operator, the Adviser or an affiliate thereof will retain such fees, except if the corresponding Offering Documents provide otherwise.

### **ii. Due Diligence Fees**

A due diligence fee is payable to the Website Operator (or an affiliate thereof) for each investment acquired, funded and/or purchased by a Fund or a Fund's underlying special purpose investment vehicle. This fee is a flat fee negotiated on a case-by-case basis with the Originator of the underlying investment opportunity. This fee is sometimes waived based on the discretion of the Website Operator.

### **iii. Loan Extension and Modification Fees**

Except if the Offering Documents provide otherwise, loan extension and modification fees are collected from borrowers and payable to, as applicable, the relevant Fund, the relevant Fund's underlying special purpose investment vehicle or the servicer of the loan, which may be a third party or an affiliate of the Adviser. Such fees are typically between one and three percent (1-3%) of the original or outstanding underlying loan amount, but could be higher depending on market rates and conditions. All or a portion of such fees will be distributed to, and retained by, the

Website Operator, the Adviser or an affiliate thereof, except if the corresponding Offering Documents provide otherwise.

#### **iv. Loan Processing, Loan Documentation and Similar Fees**

Loan processing and loan documentation and other similar fees that are collected from the borrower are payable to a Fund or a Fund's special purpose investment vehicle at prevailing industry rates, if the Fund or the Fund's special purpose investment vehicle is entitled to such fees by virtue of being the loan's Originator or under a participation interest. Such fees are distributed to, and retained by the Website Operator, the Adviser or an affiliate thereof.

Loan processing and documentation fees include underwriting fees, appraisal fees, title fees, inspection fees, escrow fees, environmental assessment fees, construction disbursement fees, warehousing fees, administration fees and other similar charges.

#### **v. Other Loan Fees**

All other fees paid by borrower on account of loans or loan participation interests are retained by the Website Operator, the Adviser or an affiliate thereof (except if the Offering Documents provide otherwise) including, but not limited to, all forbearance fees, late fees, late charges, attorneys' fees or any collection fees imposed in connection with collection efforts on a delinquent asset, prepayment penalties, default interest, and all other similarly related fees incurred by borrowers (including but not limited to, other fees authorized by loan documents for work performed regarding the subject loan).

#### **vi. Loan Servicing Fee**

Any loan servicing fees payable to a loan servicer are calculated as an expense to the applicable Fund, unless the Fund, the Fund's special purpose investment vehicle or an affiliate thereof is the loan servicer in which case such fees are retained by the Website Operator, the Adviser or an affiliate thereof, and generally will not be paid to the Fund Investors.

#### **vii. Additional Expenses Related to SPVs**

Fund Investors in SPVs are assessed a flat fee (as set forth in the Offering Documents) intended to reimburse the Adviser for annual SPV expenses, which include (i) mandated expenses required by the SEC such as Form D filings; (ii) State blue sky filings; (iii) the SPV's annual Delaware franchise and registered agent fees; and (iv) annual audit fees and costs associated with preparation of the SPV's annual tax returns. These expenses are externally required regardless of the performance of a SPV's investment, and Fund Investors' allocation of these fixed amounts will reduce the interest distributions to such Fund Investors as set forth in the Offering Documents.

The relevant operating agreement for each SPV generally requires the SPV to indemnify the Adviser from any loss or expense incurred by the Adviser in connection with any actions taken by the Adviser on behalf of the SPV in accordance with the operating agreement, including expenses associated with holding, financing, monitoring, maintaining, servicing and disposing of investments.

### **viii. Additional Expenses Related to the Note Issuers**

Generally, noteholders also are allocated and are responsible for a flat amount (as set forth in the Offering Documents) used to reimburse the Adviser for certain operating expenses, which include, but are not limited to: (i) mandated expenses required by the SEC such as Form D filings, (ii) State blue sky filings, (iii) out-of-pocket legal fees and expenses, if any, incurred to structure and document any loan or participation interest, (iv) the related special purpose investment vehicle's annual Delaware franchise and registered agent fees, (v) the annual fees associated with the Note Issuer's trustee and other fees associated therewith and (vi) annual audit fees and costs associated with preparation of the Note Issuer's and SPV's annual tax returns.

### **ix. Additional Expenses related to the Closed-End Fund**

The Closed-End Fund reimburses the Adviser for the organizational and offering costs we incurred on behalf of the Closed-End Fund, to the extent that such costs do not exceed a specified percentage of the gross offering proceeds; provided further that such costs will be subject to the 0.50% annualized cap set forth below. These organizational and offering costs include: legal, accounting, printing and other offering expenses, including costs associated with technology integration between our systems and those of our selected broker-dealers, marketing expenses, salaries and direct expenses of our employees, employees of our affiliates and others while engaged in registering and marketing the shares, which shall include development of marketing and marketing presentations and training and educational meetings and generally coordinating the marketing process for the Closed-End Fund.

In addition, the Closed-End Fund has agreed to reimburse the Adviser acting as administrator ("Administrator") for the fees, costs and expenses incurred by the Administrator in performing its obligations and providing personnel and facilities to the Closed-End Fund. In addition, the Closed-End Fund will reimburse any affiliate of the Administrator (including the Adviser, if not the Administrator) for any fees, costs and expenses incurred by such affiliate on behalf of the Administrator in connection with the Administrator's provision of services to the Closed-End Fund under the related administration agreement. The Closed-End Fund will bear all fees, costs and expenses incurred in connection with its operation, administration and transactions and that are not specifically assumed by the Administrator (or the Adviser, if not the Administrator) pursuant to the Closed-End Fund's related advisory agreement. The aggregate amount of fees, costs and expenses that may be reimbursed by the Closed End-Fund to the Administrator pursuant to the related administration agreement in any calendar quarter will be limited to no more than 0.125% (0.50% annualized) of the Closed-End Fund's net assets (excluding cash and cash equivalents), as determined as of the end of such calendar quarter, taking into account any fees, costs and expenses paid directly by the Closed-End Fund during such calendar quarter, but excluding non-administrative expenses incurred by the Closed-End Fund, including but not limited to (i) interest payable on debt, (ii) federal, state, local and foreign taxes, and (iii) management fees payable to the Adviser pursuant to its related advisory agreement; provided, that any amounts not reimbursed with respect to a given calendar quarter will remain subject to reimbursement in any subsequent calendar quarter, subject to compliance with the applicable expense reimbursement limitation for such subsequent calendar quarter.

**C. Pre-Payment of Fees**

Fees are not paid to the Adviser in advance.

**D. Additional Compensation and Conflicts of Interest**

Neither the Adviser, the Website Operator nor any of their supervised persons receive compensation in connection with the sale of securities or other investment products.

**ITEM 6**  
**PERFORMANCE-BASED FEES AND SIDE-BY-SIDE MANAGEMENT**

The Adviser does not accept performance-based fees from any of its clients.

**ITEM 7**  
**TYPES OF CLIENTS**

The Adviser's clients consist of the Funds, as described above.

**ITEM 8**  
**METHODS OF ANALYSIS, INVESTMENT STRATEGIES AND RISK OF LOSS**

**A. Methods of Analysis and Investment Strategies.**

The descriptions set forth in this Brochure of specific advisory services that we offer to clients, and investment strategies pursued and investments made by us on behalf of our clients, should not be understood to limit in any way our investment activities. We may offer any advisory services, engage in any investment strategy and make any investment, including any not described in this Brochure, that we consider appropriate, subject to each client's investment objectives and guidelines. The investment strategies we pursue are speculative and entail substantial risks. Clients should be prepared to bear a substantial loss of capital. There can be no assurance that the investment objectives of any client will be achieved.

The Adviser's objective generally is to present clients with specialty finance credit investment opportunities that (i) are sufficiently collateralized to preserve capital, and (ii) will generate income in accordance with each client's desired investment characteristics. Given the nature and risks associated with special-situation lending, the Adviser's first focus is on the collateral available for each investment in order protect principal, and second on obtaining an appropriate return given the term and risk associated with each specific investment.

**i. Asset Managers / Originators**

The Adviser generally works with loan originators, specialty finance companies or other asset managers (i.e. Originators) who can provide access to potentially attractive investment opportunities and other deal flow. We identify and cultivate relationships with experienced Originators that we believe have significant experience in a specific asset class and have experience and a track record originating and servicing the types of loans and/or investment opportunities we expect to target for investment. These Originators typically work with and perform due diligence on potential borrowers in connection with structuring and negotiating loans with them. These Originators also generally retain responsibility for servicing any loans they originate through their respective life cycles. We vet and conduct due diligence on potential Originators, including reviewing their background, credit and underwriting policies, evaluating their existing loan portfolio and performance and reviewing their business policies, among other things. Once an Originator has been vetted, we will then evaluate potential investment opportunities from that Originator that may be suitable for clients and make investment decisions on a deal-by-deal basis. In addition, in certain circumstances where the Adviser has in-house expertise or has partnered with an expert in a particular asset class, we will negotiate loans directly with borrowers. In such circumstances, those loans are typically serviced by an experienced third-party servicer.

**ii. Asset-Based Lending/Investing**

The Adviser generally looks for investment opportunities that are secured by underlying assets such as loans with a pledge of collateral and/or secured liens. Borrowers may provide collateral in the form of equipment, marine finance assets, art, inventory, accounts receivable, real estate,

contractual agreements, intellectual property, pending legal claims and other assets.

The Adviser generally works with Originators who have expertise in asset valuation. Furthermore, the Adviser often seeks to review an analysis conducted by an independent third party specializing in asset valuation, both market and distressed valuations. Additionally, with respect to investments in loans, the Adviser generally looks at investment opportunities with loan-to-value (LTV) ratios between 30% to 80%, but may be higher. In these cases, even if an investment opportunity does not perform as expected, some or all of the investment may be able to be recovered via a sale or other disposition of the asset.

### **iii. Low Market Correlation**

The Adviser generally looks at investment offerings that provide low or relatively low correlation to the broader markets, meaning that they may be less affected by macro-economic and stock market volatility. Some low-correlation alternative asset classes include litigation finance, receivables funding, royalty finance and structured settlement lending. As macro-economic conditions typically affect both the stock market as well as the asset values and viability of companies that form our underlying collateral and our borrowers, large deteriorations in such conditions may make it impossible to have low correlation to achieve such investment objective.

### **iv. Sale of Investments**

The Adviser does not plan on acquiring investments for its clients for the primary purpose of reselling such investments in the ordinary course of business. However, the Adviser may sell investments, or fractional interests in such investments, when we determine that it may be advantageous for clients to do so, based upon then current interest rates, the length of time that the investment has been held by the client and the client's investment objective and strategies.

### **v. Use of Leverage**

To seek to enhance client returns and manage client liquidity needs, the Adviser will cause clients to borrow money from time to time in the Adviser's discretion, within the levels permitted by the client Offering Documents and applicable law, when the terms and conditions available are favorable to investing and well-aligned with the client's investment strategy and portfolio composition. In determining whether and when to borrow money, the Adviser will analyze the maturity, covenant package and rate structure of the proposed borrowings as well as the risks of such borrowings compared to the relevant client's investment outlook, taking into account such client's current liquidity needs and the relative maturity dates of our client's portfolio. The use of borrowed funds or the proceeds of preferred stock to make investments has its own specific set of benefits and risks, and all of the costs of borrowing funds or issuing preferred stock would be borne by clients.

## **B. Material, Significant or Unusual Risks Relating to Investment Strategies**

The following risk factors do not purport to be a complete list or explanation of the risks involved

in an investment in the clients advised by us. These risk factors include only those risks we believe to be material, significant or unusual and relate to particular significant investment strategies or methods of analysis employed by us. Investors and clients are advised to review the applicable Offering Documents for a more extensive description of the risks of investing in the Funds advised by the Adviser.

### **General Risk of Loss.**

In all cases, clients and Fund Investors are advised that:

- investing in securities involves a risk of loss, including the risk that borrowers will not repay their loans;
- the risks of investing mean that Fund Investors may lose all or most of their investment;
- investment performance of any kind can never be guaranteed. Investments may lose value over time and no return is guaranteed;
- investments are not guaranteed or insured by the Federal Deposit Insurance Corporation, any bank, any governmental agency or any third party;
- historical performance of the Fund and the Originator is not indicative of future performance and investors may lose part or all of their capital; and
- there can be no assurances that a client's desired return and risk level can, or will, be achieved.

Specific risks are disclosed in connection with the Offering Documents for such Funds. All investors are urged to review all Offering Documents and other offering materials, including disclosures, risk factors and transaction documents in their entirety and with their tax, legal and financial advisors prior to investing.

### **The Adviser relies on third-parties and FDIC-insured banks to process transactions through the Website.**

The Adviser relies on third-party and FDIC-insured depository institutions to process client transactions through the Website, including payments on client investments. Under the ACH rules, if the Website Operator or its affiliates experience a high rate of reversed transactions ("chargebacks"), the Website Operator may be subject to sanctions and potentially disqualified from using the system to process payments. In addition, if for any reason, the Website Operator's third-party vendor and/or FDIC-insured bank that processes transactions, were no longer able to do so, the Adviser would be required to transition such services for its clients. In such event, clients could experience significant delay in their ability to process payments timely and their ability to receive payments on their investments will be delayed or impaired.

**If the security of a client's or Fund Investor's confidential information stored on the Website's systems is breached or otherwise subjected to unauthorized access, their secure information may be stolen.**

The Website may store client or Fund Investor bank information and other personally-identifiable

sensitive data. The Website is compliant with payment card industry security standards and uses daily security monitoring services and intrusion detection services monitoring malicious behavior. However, any willful security breach or other unauthorized access could cause secure information to be stolen and used for criminal purposes, and clients and Fund Investors would be subject to increased risk of fraud or identity theft. Because techniques used to obtain unauthorized access or to sabotage systems change frequently and generally are not recognized until they are launched against a target, the Website and the Website Operator's third-party hosting facilities may be unable to anticipate these techniques or to implement adequate preventative measures. In addition, many states have enacted laws requiring companies to notify individuals of data security breaches involving their personal data. These mandatory disclosures regarding a security breach are costly to implement and often lead to widespread negative publicity, which may cause clients, Fund Investors and Originators and/or borrowers to lose confidence in the effectiveness of the Website's data security measures. Any security breach, whether actual or perceived, would harm the Adviser's reputation, resulting in a loss of clients and Fund Investors, and the value of client investments could be adversely affected.

**Any significant disruption in service on the Website or in its computer systems could materially and adversely affect the Adviser's ability to perform its obligations.**

If a catastrophic event resulted in a Website outage and physical data loss, the Adviser's ability to perform its obligations would be materially and adversely affected. The satisfactory performance, reliability, and availability of the Website's technology and its underlying hosting services infrastructure are critical to the Adviser's and its client's operations, level of customer service, and reputation. The Website's hosting services infrastructure is provided by a third-party hosting provider (the "Hosting Provider"). The Website also maintains a backup system at a separate location that is owned and operated by a third party. The Hosting Provider does not guarantee that users' access to the Website will be uninterrupted, error-free or secure. The Website's operations depend on the Hosting Provider's ability to protect its and the Website's systems in its facilities against damage or interruption from natural disasters, power or telecommunications failures, air quality, temperature, humidity and other environmental concerns, computer viruses or other attempts to harm the Adviser's systems, criminal acts and similar events. If the Website's arrangement with the Hosting Provider is terminated, or there is a lapse of service or damage to its facilities, an interruption in service as well as delays and additional expense in arranging new facilities could be experienced. Any interruptions or delays in the Website's service, whether as a result of an error by the Hosting Provider or other third-party error, the Website Operator's error, natural disasters or security breaches, whether accidental or willful, could harm the Adviser's ability to perform any services with respect to client investments or maintain accurate accounts, and could harm the Adviser's relationships with its clients and its reputation. Additionally, in the event of damage or interruption, the Adviser's and clients' insurance policies may not adequately compensate clients for any losses that they may incur. The Adviser's disaster recovery plan has not been tested under actual disaster conditions, and there would be some delay in recovering data and services in the event of an outage at a facility operated by the Hosting Provider. In addition, there is no guarantee that all data would be recoverable. These factors could prevent the Adviser from processing or posting payments on client investments, divert employees' attention and damage the Adviser's brand and reputation.

**If the Adviser causes clients to borrow money, the potential for loss will be magnified and may increase the risk of Fund Investors investing in clients advised by the Adviser.**

The Adviser may cause clients to borrow funds to make investments. The use of borrowings, also known as leverage, increases the volatility of investments and magnifies the potential for loss on invested equity capital. If clients use leverage to partially finance their investments, through borrowing from banks and other lenders, Fund Investors will experience increased risks of investing in such clients advised by the Adviser. If the value of a client's assets decreases, leveraging would cause the client's net asset value to decline more sharply than it otherwise would have had such client not leveraged. Similarly, any decrease in a client's income would cause net income attributable to such client to decline more sharply than it would have had the client not borrowed. Such a decline could negatively affect a client's ability to make distribution payments. Leverage is generally considered a speculative investment technique. In addition, the decision to utilize leverage will increase client assets and, as a result, will increase the amount of management fees payable to the Adviser.

**Changes in interest rates may affect clients' cost of capital and net investment income.**

If clients borrow funds to make investments, their net investment income will depend, in part, upon the difference between the rate at which they borrow funds and the rate at which they invest those funds. As a result, the Adviser can offer no assurance that a significant change in market interest rates will not have a material adverse effect on clients' net investment income. In periods of rising interest rates when clients have debt outstanding, their cost of funds will increase, which could reduce their net investment income. The Adviser expects that its clients' fixed-rate investments will be financed primarily with equity and debt. The Adviser may cause clients to use interest rate risk management techniques in an effort to limit their exposure to interest rate fluctuations. These techniques may include various interest rate hedging activities as set forth in, and permitted by, the Offering Documents and applicable law. These activities may limit a client's ability to participate in the benefits of lower interest rates with respect to the hedged portfolio. Adverse developments resulting from changes in interest rates or hedging transactions could have a material adverse effect on a client's business, financial condition and results of operations. Also, the Adviser has limited experience in entering into hedging transactions and may have to purchase or develop such expertise.

**C. Risks Associated with Particular Types of Securities**

We do not recommend a particular type of investment instrument to clients, but rather, we recommend and invest in multiple investment instruments. However, because it may be useful in understanding our investment program, set forth below is a non-exclusive list of certain risks related to securities and other instruments that may be utilized within our clients' portfolios. Investors and clients are advised to review the applicable Offering Documents for a more extensive description of the risks of investing with the Adviser.

**Investment in loans and related participation interests are subject to unique risks.**

Client investments will include investments in loans and related participation interests. These obligations are subject to unique risks, including, (i) the possible invalidation of an investment transaction as a fraudulent conveyance under relevant creditors' rights laws, (ii) so-called lender-liability claims by the issuer of the obligations, (iii) environmental liabilities that may arise with respect to collateral securing the obligations, (iv) limitations on the ability to directly enforce rights with respect to participations, and (v) possible claims for the return of some or all payments in a debt made within 90 days (and in some cases, within one year) of the date that the issuer's/borrower's insolvency came under Title 11 of the United States Code (the "Bankruptcy Code") and under certain state laws. In analyzing each loan or participation, the Adviser will compare the relative significance of the risks against the expected benefits of the investment. Any loss incurred as a result of these risks may be significant and adversely affect client performance.

**Some of the Credit Investments purchased by clients will be or will become non-performing, which could significantly and adversely affect client performance.**

It is anticipated that some of the Credit Investments that clients will purchase will be or become non-performing and possibly in default. Furthermore, the obligor and/or relevant guarantor may also be in bankruptcy or liquidation. There can be no assurance as to the amount and timing of payments with respect to the Credit Investments. By their nature, these investments will involve a high degree of risk. Such non-performing loans ("NPLs") may require substantial workout negotiations or restructuring that may entail, among other things, a substantial reduction in the interest rate, a substantial write-down of the principal of the loan and/or the deferral of payments. Commercial and industrial loans in workout and/or restructuring modes and the bankruptcy or insolvency laws of non-U.S. jurisdictions are subject to additional potential liabilities, which may exceed the value of a client's original investment. For example, borrowers often resist foreclosure on collateral by asserting numerous claims, counterclaims and defenses against the holder of loans, including lender liability claims and defenses, in an effort to delay or prevent foreclosure. Even assuming that the collateral securing each loan provides adequate security for the loans, substantial delays could be encountered in connection with the liquidation of NPLs. In the event of a default by a borrower, these restrictions as well as the ability of the borrower to file for bankruptcy protection, among other things, may impede the ability to foreclose on or sell the collateral or to obtain net liquidation proceeds sufficient to repay all amounts due on the related loan. Under certain circumstances, payments earned from these NPLs may be reclaimed if any such payment or distribution is later determined to have been a fraudulent conveyance or a preferential payment. Bankruptcy laws may delay a client's ability to realize on collateral for loan positions held by such client or may adversely affect the priority of such loans through doctrines such as equitable subordination or may result in a restructure of the debt through principles such as the "cramdown" provisions of the Bankruptcy Code. Any loss incurred on these types of investments may be significant and adversely affect client performance.

**Investments in foreign investments may involve significant risks in addition to the risks inherent in investments.**

The Adviser's investment strategy may involve investments issued by foreign entities, including

foreign borrowings or assets controlled by foreign entities. Investing in foreign entities may expose clients to additional risks not typically associated with investments in U.S. issuers, or in assets controlled by U.S. issuers or located in the U.S. These risks include changes in exchange control regulations, political and social instability, expropriation, imposition of foreign taxes, less liquid markets and less available information than is generally the case in the United States, higher transaction costs, less government supervision of exchanges, brokers and issuers, less developed bankruptcy laws, difficulty in enforcing contractual obligations, lack of uniform accounting and auditing standards and greater price volatility. Further, clients may have difficulty enforcing creditors' rights in foreign jurisdictions. Although the Adviser expects that most of client investments will be U.S. dollar-denominated, any investments denominated in a foreign currency will be subject to the risk that the value of a particular currency will change in relation to one or more other currencies. Among the factors that may affect currency values are trade balances, the level of short-term interest rates, differences in relative values of similar assets in different currencies, long-term opportunities for investment and capital appreciation, and political developments. The Adviser may employ hedging techniques to minimize these risks for clients, but we can offer no assurance that we will, in fact, hedge currency risk, or that if we do, such strategies will be effective.

**Investments in emerging market countries may be considered speculative because economic and political systems are less fully developed in emerging countries and can be expected to be less stable than those of more developed countries.**

The Adviser's investment strategy may involve investments in securities of issuers in so-called "emerging markets" (or lesser developed countries, including countries that may be considered "frontier" markets). Such investments are particularly speculative and entail all of the risks of investing in foreign investments but to a heightened degree. "Emerging market" countries generally include every nation in the world except developed countries, that is, the United States, Canada, Japan, Australia, New Zealand and most countries located in Western Europe. Investments in the securities of issuers domiciled in countries with emerging capital markets involve certain additional risks that do not generally apply to investments in securities of issuers in more developed capital markets, such as (i) low or non-existent trading volume, resulting in a lack of liquidity and increased volatility in prices for such securities, as compared to securities of comparable issuers in more developed capital markets; (ii) uncertain national policies and social, political and economic instability, increasing the potential for expropriation of assets, confiscatory taxation, high rates of inflation or unfavorable diplomatic developments; (iii) possible fluctuations in exchange rates, differing legal systems and the existence or possible imposition of exchange controls, custodial restrictions or other foreign or U.S. governmental laws or restrictions applicable to such investments; (iv) national policies that may limit the Adviser's investment opportunities, such as restrictions on investment in issuers or industries deemed sensitive to national interests; and (v) the lack or relatively early development of legal structures governing private and foreign investments and private property.

Emerging markets are more likely to experience hyperinflation and currency devaluations, which adversely affect returns to U.S. investors. In addition, many emerging markets have far lower trading volumes and less liquidity than developed markets. Since these markets are often small,

they may be more likely to suffer sharp and frequent price changes or long-term price depression because of adverse publicity, investor perceptions or the actions of a few large investors. In addition, traditional measures of investment value used in the United States, such as price to earnings ratios, may not apply to certain small markets. Also, there may be less publicly available information about issuers in emerging markets than would be available about issuers in more developed capital markets, and such issuers may not be subject to accounting, auditing and financial reporting standards and requirements comparable to those to which U.S. companies are subject. In certain countries with emerging capital markets, reporting standards vary widely.

Many emerging markets have histories of political instability and abrupt changes in policies and these countries may lack the social, political and economic stability characteristic of more developed countries. As a result, their governments are more likely to take actions that are hostile or detrimental to private enterprise or foreign investment than those of more developed countries, including expropriation of assets, confiscatory taxation, high rates of inflation or unfavorable diplomatic developments. In the past, governments of such nations have expropriated substantial amounts of private property, and most claims of the property owners have never been fully settled. There are no assurances that such expropriations will not reoccur. In such an event, it is possible that our clients could lose the entire value of their investments in the affected market. Some countries have pervasiveness of corruption and crime that may hinder investments. Certain emerging markets may also face other significant internal or external risks, including the risk of war, and ethnic, religious and racial conflicts. In addition, governments in many emerging market countries participate to a significant degree in their economies and securities markets, which may impair investment and economic growth. National policies that may limit our clients' investment opportunities include restrictions on investment in issuers or industries deemed sensitive to national interests. In such a dynamic environment, there can be no assurances that any or all of these capital markets will continue to present viable investment opportunities for our clients.

Emerging markets may also have differing legal systems and the existence or possible imposition of exchange controls, custodial restrictions or other foreign or U.S. governmental laws or restrictions applicable to such investments. Sometimes they may lack or be in the relatively early development of legal structures governing private and foreign investments and private property. In addition to withholding taxes on investment income, some countries with emerging markets may impose differential capital gains taxes on foreign investors.

Practices in relation to settlement of securities transactions in emerging markets involve higher risks than those in developed markets, in part because we will need to use brokers and counterparties that are less well capitalized, and custody and registration of assets in some countries may be unreliable. The possibility of fraud, negligence, undue influence being exerted by the issuer or refusal to recognize ownership exists in some emerging markets, and, along with other factors, could result in ownership registration being completely lost.

Our clients would absorb any loss resulting from such registration problems and may have no successful claim for compensation. In addition, communications between the United States and emerging market countries may be unreliable, increasing the risk of delayed settlements or losses of security certificates.

### **Usury laws may affect the Credit Investments.**

Certain states where collateral related to Credit Investments are located have usury laws in place that limit the maximum interest rate of an underlying loan. At times, these laws may effectively affect payments by preventing the recovery of certain payment amounts. Further, usury laws may be subject to change at the hands of state legislators. If a borrower were to succeed in bringing a claim against a lender of record for a state law usury violation, and the court were to find that the rate charged exceeded the maximum allowable rate applicable in such state, not only would the underlying Credit Investment not receive the anticipated full value of its loan investment, but clients could be subject to fines and other penalties if such client was the lender of record.

### **Participation interests are unsecured and participants have limited rights.**

Clients will hold many of their assets in participation interests or other indirect economic interests in loans or other debt assets. In such circumstances, clients will not directly own the debt assets underlying such participation interests or other economic interests and/or have custody thereof. While the originating lender's interest is secured by the assets pledged to the underlying loan from which the participation interest stems, the participation interests held by clients are not directly secured by the same assets. As such, if the originating lender becomes insolvent, then clients' participation interests could be superseded by the senior creditors of the originating lender and clients may lose some or all of their investment or payment thereon could be substantially delayed.

In addition, as an owner of participation interests or other indirect economic interests (including as a member of a loan syndicate), clients may not be able to assert any rights against borrowers of the underlying indebtedness, and may need to rely on the holder/custodian (or other financial institution) issuing the participation interests or such other entity charged with the responsibility for asserting such rights, if any. Such holders/custodians and financial institutions or other entities may have reasons not to assert their rights, whether due to a limited financial interest in the outcome, other relationships with the underlying defaulting borrowers, the threat of potential counterclaims or other reasons, that may diverge from the relevant client's interests. The failure of such holders/custodians and financial institutions or other entities to assert their rights (on a client's behalf) or the insolvency of such entities could materially adversely affect the value of such client's assets.

### **Loan origination or purchase of participation interests may expose clients to risk of losses resulting from default and foreclosure.**

Although the Adviser expects to cause clients to invest in Credit Investments that are directly or indirectly secured by collateral, clients may be exposed to losses resulting from default and foreclosure of any such Credit Investments in which they have invested. Therefore, the value of underlying collateral, the creditworthiness of borrowers and the priority of liens are each of great importance in determining the value of client investments. No guarantee can be made regarding the adequacy of the protection of clients' security in the Credit Investments in which they invest. Moreover, in the event of foreclosure or default, clients may assume direct ownership of any assets

collateralizing such defaulted Credit Investments where they are the lender of record. The liquidation proceeds upon the sale of such assets may not satisfy the entire outstanding balance of principal and interest on such Credit Investments, resulting in a loss. Any costs or delays involved in the effectuation of processing foreclosures or liquidation of the assets collateralizing such Credit Investments will further reduce proceeds associated therewith and, consequently, increase possible losses. In addition, no assurances can be made that borrowers or third parties will not assert claims in connection with foreclosure proceedings or otherwise, or that such claims will not interfere with the enforcement of client rights.

**Client claims against a borrower may be subject to equitable subordination to other claims against the borrower.**

Under the laws of certain jurisdictions, a court may use its equitable powers to subordinate the claim of a lender to some or all of the other claims against the borrower under certain circumstances. The concept of equitable subordination is that a claim may normally be subordinated only if its holder is guilty of some misconduct. The remedy is intended to be remedial, and not penal. In determining whether equitable subordination of a claim is appropriate in any given circumstance, courts may look to whether the following conditions have been satisfied: (i) whether the claimant has engaged in some type of inequitable conduct; (ii) whether the misconduct has resulted in injury to the creditors of the bankrupt company or conferred an unfair advantage on the claimant; and (iii) whether equitable subordination would be inconsistent with other applicable provisions of the Bankruptcy Code. While the stated test could be interpreted broadly, equitable subordination is usually confined to three general paradigms: (x) when a fiduciary of the debtor (who is also a creditor) misuses its position to the detriment of other creditors; (y) when a third party (which can include a lender) controls the debtor to the disadvantage of other creditors; and (z) when a third party actually defrauds other creditors. Clients may be subject to claims from creditors of an obligor that debt assets of such obligor which are held by such clients should be equitably subordinated. The concept of equitable subordination (or the equivalent thereof) may vary from jurisdiction to jurisdiction. To the extent the concept of equitable subordination were to apply to an originating lender of a loan in which a client has acquired a participation interest, the client could be adversely affected.

**Recharacterization of a claim under the Bankruptcy Code could adversely affect clients.**

Under the Bankruptcy Code, a court may use its equitable powers to “recharacterize” the claim of a lender, i.e., notwithstanding the characterization by the lender and borrower of a loan advance as a “debt,” to find that the advance was in fact a contribution in exchange for equity. Typically, recharacterization occurs when an equity holder asserts a claim based on a loan made by the equity holder to the borrower at a time when the borrower was in such poor financial condition so that other lenders would not make such a loan. In effect, a court that recharacterizes a claim makes a determination that the original circumstance of the contribution warrants treating the holder’s advance not as debt but rather as equity. In determining whether recharacterization is warranted in any given circumstance, courts may look at the following factors: (i) the names given to the instruments (if any) evidencing the indebtedness; (ii) the presence or absence of a fixed maturity or scheduled payment; (iii) the presence or absence of a fixed rate of interest and interest payments;

(iv) the source of repayments; (v) the adequacy or inadequacy of capital; (vi) the identity of interest between the creditor and the equity holders; (vii) the security (if any) for the advances; (viii) the borrower's ability to obtain financing from outside lending institutions; (ix) the extent to which the advances were subordinated to the claims of outside creditors; (x) the extent to which the assets were used to acquire capital assets; and (xi) the presence or absence of a sinking fund to provide for repayment. These factors are reviewed under the circumstances of each case, and no one factor is controlling. A client may be subject to claims from creditors of an obligor that debt obligations of such obligor held by the client should be recharacterized. Clients could be adversely affected whether they were the lender of record or they acquired a participation interest in a loan that was subject to recharacterization.

**If clients own debt that is junior to other secured debt, they could lose the entire value of their investment in such debt.**

Clients may originate or invest in secured debt issued by companies that have or may incur additional debt that is senior to the secured debt owned by such clients. In many instances, loans made by clients may be part of a unitranche structure in which a single lien on behalf of all the lenders in the structure will be filed against the assets of the borrower(s) if the lenders holding the different tranches of debt (including clients) will contractually agree to their respective priorities in those assets. In the event of insolvency, liquidation, dissolution, reorganization or bankruptcy of any such company, the owners of senior secured debt (i.e., the owners of first priority liens), including in a unitranche structure through the contractual agreements between the lenders, generally will be entitled to receive proceeds from any realization of the secured collateral until they have been reimbursed. At such time, the owners of junior secured debt (including, in certain circumstances, clients) will be entitled to receive proceeds from the realization of the collateral securing such debt. There can be no assurances that the proceeds, if any, from the sale of such collateral would be sufficient to satisfy the loan obligations secured by subordinate debt instruments. To the extent that clients own secured debt that is junior to other secured debt, they may lose the value of their entire investment in such secured debt.

**Changing interest rates and prepayment features may decrease the value of Credit Investments.**

Clients may invest in fixed interest rate Credit Investments. The value of fixed interest rate Credit Investments generally has an inverse relationship with future interest rates. Accordingly, if interest rates rise, the value of such instruments may decline. In addition, to the extent that the assets underlying specific financial instruments may be prepaid without penalty or premium, the value of such financial instruments may be negatively affected by increasing prepayments. Such prepayments tend to occur more frequently as interest rates decline.

**Clients may invest in assets with no or limited performance or operating history.**

Clients may invest in assets with no or limited investment history or performance record upon which the Adviser will be able to evaluate their likely performance. Client investments in entities with no or limited operating history are subject to all of the risks and uncertainties associated with

a new business, including the risk that such entities will not achieve the returns which the Adviser is seeking to achieve given the term, risk and liquidity of such investment. Consequently, client performance could be adversely affected.

**Clients are exposed to fraud through the investments held in their portfolio.**

Investing involves the possibility of a client's investments being subject to potential losses arising from material misrepresentation or omission on the part of borrowers and obligors whose investments such client holds, either directly or indirectly through Credit Investments, CLOs or other structured investment vehicles. Investments may also be subject to fraudulent behavior by an Originator, a joint venture partner, manager or other service provider. Such inaccuracy or incompleteness of representations or fraudulent behavior may adversely affect the valuation of client investments and, in the case of Credit Investments, may adversely affect the ability of the relevant investment to perfect or effectuate a lien on the collateral securing the loan. The quality of client investments is subject to the accuracy of representations made by the underlying issuers. The Adviser will rely upon the accuracy and completeness of representations made by borrowers, obligors, Originators, other counterparties, joint venture partners, managers and other service providers and cannot guarantee that we will detect occurrences of fraud. Under certain circumstances, payments by borrowers to clients may be reclaimed if any such payment is later determined to have been a fraudulent conveyance or a preferential distribution.

**The payment of underlying portfolio manager fees and other charges could adversely impact client returns.**

Clients may invest in investments where the underlying portfolios may be subject to management, administration and incentive or performance fees, in addition to the fees payable by such clients. Payment of such additional fees could adversely impact the returns clients achieve.

**The Adviser may rely on data about certain investments provided by Originators or obtained from third party or publicly available sources, which it may be unable to separately verify, which could expose clients to risks if such data is incorrect.**

Originators and related borrowers supply a variety of information regarding asset, property and other collateral valuations, market data, their experience, personal identifying information, and other information. The Adviser will make an attempt to verify portions of this information, but as a practical matter, portions of the information may be incomplete, inaccurate or intentionally false. Originators and related borrowers may also misrepresent their intentions for the use of loan proceeds. The Adviser does not verify any statements by applicants as to how loan proceeds are to be used. If a borrower supplies false, misleading or inaccurate information, clients may lose all or a portion of their investment. With respect to certain investments, a client may not have any contractual or other relationship with any borrower that would enable such client to make any claim against such borrower for fraud or breach of any representation or warranty in relation to any false, incomplete or misleading information supplied by such borrower in relation to the relevant underlying investment.

**Clients may experience fluctuations in the receipt of proceeds, which could cause the amount of distributions to a client or a client's investors to fluctuate.**

The Adviser expects to experience fluctuations in the timing and amount of proceeds a client may receive in the form of interest and fee income and in connection with the realization of investments in loans and other instruments in which such client has invested. Such fluctuations are due to, among other things, changes in the interest rates payable on the debt instruments acquired by a client, the default rate on such debt instruments, the level of a client's expenses (including the interest rates payable on a client's borrowings), variations in and the timing of the realization of investments, the degree to which a client encounters competition in the markets and general economic conditions. As a result of these factors, the amounts of distributions to a client or a client's investors may fluctuate substantially.

**Clients may experience difficulties in disposing investments due to their illiquid nature.**

Each client is expected to hold a significant portion of its investments or loans until maturity or earlier redemption and investments are expected to be illiquid. Should the Adviser determine it to be advisable to earlier dispose of any illiquid investments, a client may have difficulty doing so. Alternatively, a client may only be able to sell such investments or loans at substantial discounts to face value. In certain circumstances, a client may be prohibited by contract from selling investments for defined periods of time. Depending on the type of investment or loan held by a client, such investments and loans may require a substantial period of time to liquidate. There can be no assurances that there will be a liquid market for resale of such investments or loans, and illiquidity may result from the absence of an established market for certain investments and loans as well as from legal or contractual restrictions.

**Clients face risks relating to the syndication and/or transfer of Credit Investments.**

A client may in certain circumstances, purchase debt assets (including, participation interests or other indirect economic interests) with the intent of syndicating and/or otherwise transferring a significant portion thereof. In such instances, such client will bear the risk of any decline in value prior to such syndication and/or other transfer. In addition, such client will also bear the risk of any inability to syndicate or otherwise transfer such assets or such amount thereof as originally intended, which could result in such client owning a greater interest therein than anticipated.

**Clients face specific risks associated with investments in real estate or real-estate related instruments, which may cause their expected returns to not materialize, or may materially impair the value of their investments, which may materially and adversely affect their financial condition and results of operations.**

**General.** Real estate investments are not as liquid as other types of investments and this lack of liquidity may tend to limit the Adviser's ability to react promptly on behalf of clients to changes in economic or other conditions. In addition, expenditures associated with real estate investments, such as mortgage payments, real estate taxes and maintenance costs, are generally not reduced when circumstances cause a reduction in income from the investments. Clients may need to

comply with certain legal, tax and other requirements prior to liquidating such investments.

**Real Estate Insurance.** The insurance coverage applicable to real estate investments contains policy specifications and insured limits customarily carried for similar properties, business activities and markets. There may be certain losses, including losses from floods and losses from earthquakes, acts of war, acts of terrorism or riots, that are not generally insured against or that are not generally fully insured against because it is not deemed to be economically feasible or prudent to do so. If an uninsured loss or a loss in excess of insured limits occurs with respect to a real estate investment, clients could experience a significant loss and could potentially remain obligated under any recourse debt associated with the property.

**Potential Environmental Liability.** Under various U.S. federal, state, and local laws, ordinances and regulations, a current or previous owner, developer or operator of real estate may be liable for the costs of removal or remediation of certain hazardous or toxic substances at, on, under or in its property. The costs of removal or remediation of such substances could be substantial. Such laws often impose liability without regard to whether the owner or operator knew of, or was responsible for, the release or presence of such hazardous substances. The Adviser will attempt to assess such risks as part of our due diligence activities, but cannot give any assurance that such conditions do not exist or may not arise in the future. The presence of such substances on client real estate investments could adversely affect a client's ability to sell such investments or to borrow using such investments as collateral.

**Real Estate-Related Securities.** Securities issued by entities which invest in real estate, including "real estate investment trusts" ("REITs"), generally will be subject to the risks incident to the ownership and operation of commercial real estate and/or risks incident to the making of nonrecourse mortgage loans secured by real estate. Such risks include, without limitation, the risks associated with both the domestic and international general economic climates; local real estate conditions; risks due to dependence on cash flow; risks and operating problems arising out of the absence of certain construction materials; changes in supply of, or demand for, competing properties in an area (as a result, for instance, of over-building); the financial condition of tenants, buyers and sellers of properties; changes in availability of debt financing; energy and supply shortages; changes in the tax, real estate, environmental, and zoning laws and regulations; various uninsured or uninsurable risks; natural disasters; and our ability or third-party managers to manage the real properties. In addition, clients may incur the burdens of ownership of real property, which include the paying of expenses and taxes, maintaining such property and any improvements thereon, and ultimately disposing of such property.

**Valuation Risks.** Real estate valuation is an inherently inexact process and depends on numerous factors, all of which are subject to change. Appraisals or opinions of value may prove to be insufficiently supported, and the Adviser's review of the value of the underlying property in determining whether a client should make or participate in an underlying investment and the value of the underlying property may be based on information that is incorrect or opinions that are overly optimistic. The risk of default in such situations is increased, and the risk of loss to clients will be commensurately greater.

**Lack of Control Over Real Estate Projects.** With respect to a particular property, either the borrower (or a third party real estate management company affiliated with or engaged by borrower) is responsible for various management functions that are essential to the success of a real estate project, including property marketing and leasing rates, payment of bills, maintenance of insurance, and property management generally. Poor management on the part of the real estate company could adversely affect the financial performance of the corresponding project investment or expose it to unanticipated operating risk, which could reduce the property's cash flow and adversely affect the borrower's ability to repay the underlying investment, which could have a material adverse effect on a client's investment. This risk also pertains to construction of, or renovations to, real estate. Real estate construction brings with it the risk of cost overrun and time delays. Construction projects are also contingent on correct zoning, various approvals, and regulation. These situations may require additional capital or delay the completion of the project and impair the borrower's ability to repay the underlying investment, which could have a material adverse effect on a client's investment.

**Clients face specific risks associated with investments in connection with litigation financing, which may cause their expected returns to not materialize, or may materially impair the value of their investments, which may materially and adversely affect their financial condition and results of operations.**

In connection with investments related to litigation financing, there may be risks associated with the significant expenditures associated with an investment in litigation financing, including: downturns in international, national, regional and local economic conditions; dismissal of a case, default of settlement, costs and fees of cases; bankruptcies and financial difficulties; changes in interest rates, availability and terms of debt financing; changes in operating costs and expenses; changes in, or increased costs of compliance with, governmental laws, rules, regulations and fiscal policies, including changes in tax laws, and a client's potential liability thereunder; new information or unknown information; the inability or unwillingness of settlement; change of counsel, costs of litigation, and other costs of litigation; and appeals and all items associated with appeals.

Other risks clients may face in connection with investments related to litigation financing include: (i) that clients may suffer losses from terminated or rejected settlements, (ii) clients will be dependent on the Adviser's evaluation of investments as legal considerations and restrictions may impact the disclosure of cases and case performance, (iii) clients may incur losses as a result of the inability or timing uncertainty relating to collection on judgments or awards, (iv) clients and the Adviser lack the ability to control decisions of law firms acting pursuant to their professional duties, (v) the Adviser may rely on outside counsel and experts to assess investments, (vi) risks associated with non-recourse litigation loans (e.g., if the finance party to the litigation does not recover anything in the lawsuit, clients will suffer losses), (vii) risks associated with the litigation financing counterparty and general credit risk, (viii) regulations that may impact the value of client investments (ix) case selection and lost cases that could have a material adverse effect on client investments, (x) timing and delays on legal cases that could have a material adverse effect on client investments, (xi) the insolvency of debtors or inability of a defendant to pay a judgement or settlement, (xii) general competition and industry-related risks, (xiii) third-party funding

arrangements may result in undisclosed conflicts of interest and (xiv) tax issues (e.g., the treatment of the investment as debt or equity for tax purposes).

**Terminated or Rejected Settlements.** Some litigation finance investments pertain to litigation in which a settlement agreement or some form of agreement in principle between the parties exists. However, in some circumstances, these settlements, whether finalized or under a memorandum of understanding, require court approval or procedural steps beyond the Adviser's or the clients' control. If parties to an agreement or agreement in principle, or the relevant judicial authorities, terminate or reject a settlement, a client could suffer losses in its litigation finance investments.

**Evaluation and Disclosure of Cases and Case Performance.** Due to confidentiality and legal considerations and restrictions (such as attorney-client privilege), the clients and the Adviser may not have available, and/or not be able to provide to investors, certain sensitive details regarding an underlying investment opportunity.

**Recovery Risks and Timing Uncertainty.** Parties to a litigation, arbitration or settlement agreement must have the ability to pay a fee, judgment, award or the agreed upon amount if a case outcome or transaction is ultimately successful or completed. Part of the investment process involves the Originator's assessment of this ability to pay. However, if the party is unable to pay or further challenges the validity of a judgment or award, the clients may have difficulties ultimately collecting its share of monetary judgments or awards. Further, given the nature of these recoveries, the clients cannot always control the ultimate timing of an amount recovered, and there is no assurance that the Adviser will be able to predict the timing of any such payments.

**Legal Professional Duties.** For investments made by the clients, our clients will not be the client of the law firm representing the party to the litigation or transaction, and will not have the ability to control decisions made by the parties or the law firm. Lawyers are required to act pursuant to their clients' directives and are fiduciaries to their clients, not to the Adviser or our clients. The law firms involved also will be subject to an overriding duty to the courts and not our clients.

**Reliance on Outside Counsel and Experts.** As part of the due diligence process in which the Adviser engages, the clients might rely on the advice and opinion of outside counsel and other experts in assessing potential opportunities. Further, the Originator, the clients and the Adviser will sometimes be dependent upon the skills and efforts of independent law firms to complete any settlement or underlying litigation or transactional matter. There is no guarantee that the ultimate outcome of any opportunities will be in line with a law firm's or expert's initial assessment.

**Regulatory Risk.** The laws and regulations surrounding litigation finance instruments are uncertain and often change. There are risks that certain courts may determine that such litigation finance instruments do not comply with local laws or are subject to licensing or other restrictions. In such cases, payments on litigation finance instruments may become void or subject to litigation.

**Investments clients acquire in marine finance may be subject to risks common in the shipping industry, including risks associated with managing shipping vessels, which could materially impair the value of their investments, and therefore materially and adversely**

**affect their financial condition and results of operations.**

Clients may acquire loans the collateral of which consists of assets in the shipping industry, which are subject to the following, non-exhaustive risks that could have an adverse effect on such clients: (i) extensive and changing safety, environmental protection and other international, national, state and local governmental laws and regulations and the requirements of shipping classification societies, compliance with which may require ship modifications and changes in operating procedure; (ii) international sanctions, embargoes, import and export restrictions, nationalizations, requisitions, wars and terrorist attacks; (iii) acts of piracy, smuggling and stowaways on ocean-going vessels; (iv) severe weather and natural disasters, including, but not limited to, oil spills and other environmental mishaps, fire, mechanical failure and collisions, which may cause serious damage to vessels, any cargo and other equipment and loss of life or physical injury; (v) environmental liabilities, including, but not limited to, liabilities resulting from spills or other environmental damage caused by operating failures, design defects, or otherwise; (vi) arrests of vessels by maritime claimants (including, without limitation, associated vessel or “sister ship” arrest pursuant to which a maritime claimant may also arrest other vessels owned or controlled by the same owner but which are not otherwise subject to that claimant’s maritime claim) in order to enforce liens against the vessel for unsatisfied debts, claims or damages that could cause delays or require clients or their underlying investment to pay large sums of money to have the arrest lifted which could have a negative impact on client returns; (vii) labor interruptions or unrest among crews working on the vessels directly or indirectly owned by clients; (viii) delays in delivery of new-build vessels or delivery of new-build vessels with significant defects which could delay or lead to the termination of related charter agreements and also cause cost overruns or cancellation of the new-build contracts; (ix) increased operational and maintenance costs over the life of a shipping vessel; (x) fluctuations in the value of vessels due to various factors including (without limitation) general economic and market conditions affecting the shipping industry, supply and demand for products and commodities which are suitable for transport in shipping vessels, the availability of trade finance for shipping vessels, the supply and demand for vessels of particular sizes and types and the capacity thereof, the availability of other modes of transport and the costs thereof and global and regional economic and political conditions; (xi) fluctuations in the cost of fuel which can have a significant effect on charter rates and the costs of owning and/or chartering vessels; and (xii) drydocking costs for periodic maintenance and repairs that are difficult to predict with certainty and can be substantial.

Assets in the shipping industry and their operations are subject to extensive and changing safety, environmental protection and other international, national, state and local governmental laws, regulations, treaties and conventions in force in international waters, the jurisdictional waters of the countries in which assets in the shipping industry operate. For example, Section 27 of the Merchant Marine Act of 1920 (the “Jones Act”) requires that vessels transporting cargo between U.S. ports must, among other requirements, be owned and operated by U.S. organized companies that are controlled and 75% owned by U.S. citizens. Consequently, the Jones Act restrictions on foreign ownership interests may substantially limit the potential purchasers of a shipping vessel, resulting in a sale that may not reflect the value that could be obtained in an unregulated market. A failure to comply with applicable laws and regulations may result in administrative and civil penalties, criminal sanctions or the suspension or termination of operations of an asset in the

shipping industry. Because such conventions, laws, and regulations are often revised, the Adviser cannot predict the ultimate cost of complying with them or the impact thereof on the resale prices or useful lives of client assets in the shipping industry and related investments. The occurrence of one or more of these events could have a material adverse effect on a client's financial conditions and results of operations.

Additionally, investments in vessels or loans secured by vessels are subject to risks relating to the perfection of security interest in such collateral, as well as seizure risks related to various jurisdictions where they travel. Crew members, suppliers of goods and services to a vessel, shippers of cargo, charterers, lenders, and other parties may be entitled to a maritime lien against a vessel for unsatisfied debts, claims or damages. In many jurisdictions, a maritime lien holder may enforce its lien by arresting or attaching a vessel through foreclosure proceedings. Arrests of a vessel by maritime claimants in order to enforce liens against the vessel for unsatisfied debts, claims or damages that could cause delays in the shipment of cargo resulting in additional damage claims against the ship management company or the borrower. Any arrest of a vessel by a maritime claimant could result in the ship management company or the borrowers being required to pay large sums of money to have the arrest lifted. In addition, the liens of certain maritime claimants may have priority over the lender's mortgage on a vessel, and hence the claims of those maritime claimants would be paid before the claim of the lender in any court-ordered sale of the vessel. The occurrence of any one or more of these events could have a material adverse effect on the business, results of operations, cash flows and financial condition of the ship management company, of the borrowers or the lender, which in turn would negatively affect a client's related investment.

**Investments clients acquire in the fine art finance may be subject to risks common in the fine art industry, which could materially impair the value of their investments, and therefore materially and adversely affect their financial condition and results of operations.**

Clients may acquire loans (or participation interests in such loans) the collateral of which consists of assets in the fine art industry, which are subject to the following, non-exhaustive risks that could have an adverse effect on such clients: (i) fine art is a non-recurring cash flowing asset, and therefore a lender's receipt of timely interest payments on a loan is reliant upon cash flow generated from other income sources or assets held by a borrower or guarantor of a loan; (ii) art as collateral is a relatively illiquid asset, pricing is not transparent and prices often fluctuate; (iii) public auction data which drives the data analytics on which Clients investment decisions are made, is derived from third party data sources which may be inconsistent or inaccurate or stale or unavailable, and thus such data may result in errors that adversely impact the accuracy of models; (iv) the timing of a sale of the collateral is impossible to predict, and the ability to realize proceeds from the sale of collateral may be delayed or limited; (v) the demand for fine art is unpredictable, is influenced not only by overall economic conditions, but also by changing trends in the art market, all of which may negatively affect the ability to liquidate loan collateral in the event of a default; (vi) loans backed by artwork created by living artists entails additional risk because supply versus demand may become imbalanced, potentially causing a decline in art values; a living artist still has the ability to shape his or her reputation in the art world, so any negative publicity or actions may hurt the values associated with such artist's existing body of work and in certain cases, an artist also has the legal right to disclaim authorship of a work of art or a work that has been

repaired or destroyed (e.g., under the Visual Artists Rights Act), thereby eliminating its market value entirely; (vii) provenance research is not dispositive and any incomplete or inaccurate provenance raises the risk of a future ownership dispute against the artwork, which could result in loan impairment or credit losses; (viii) a borrower must own the artwork outright (e.g., it cannot be consigned to them by another party, there cannot be other undisclosed owners or partial owners of the artwork), it must not have any legally binding agreement to sell the artwork, and it must have authority and capacity to pass good title; the foregoing is necessary for the secured lender to have a first priority perfected security interest in the art collateral; in the event of a title defect, the lender will have recourse against the borrowers and/or guarantors, however, such a claim could nevertheless result in impairment of the loan or credit losses or the inability to sell the artwork collateral in the event of a default; (ix) if an artwork is not authentic (i.e., real) and the attribution (i.e., by the hand of a particular artist) is incorrect, the valuation will be significantly impacted and may be reduced to zero; (x) the artwork which serves as collateral for a loan must have been exported legally, permanently and not temporarily, for sale or exhibition; (xi) works of art are stored in art-storage facilities around the world, which could subject such works to damage or theft; (xii) where the lender permits a borrower to retain possession of a portion of the collateral in the U.S., although the lender may be perfected in an artwork through the filing of a UCC financing statement, a borrower's primary art insurance generally does not cover a claim if the borrower absconds or intentionally damages the piece him or herself; (xiii) loan collateral is insured by fine art insurance policies, but coverage disputes or unpaid insurance losses could result in losses; (xiv) artwork collateral is consigned to galleries, auction houses and art dealers for sale and the lender has contractual agreements with such third-parties (e.g., bailment and consignment agreements) which require that such third-parties take direction from the lender at all times with regards to the collateral, and that all sales proceeds be paid to the lender before the lender releases its lien against the artwork collateral; in some situations, however, the lender takes counterparty risk for a limited period of time with certain auction houses, art dealers and galleries and the loan could be exposed to losses in the event any of these counterparties do not perform according to the terms of these contractual arrangements, or if these counterparties become insolvent; (xv) most borrowers will sell the artwork collateral or refinance the loan at maturity, and therefore if the net realizable sale proceeds from the collateral is insufficient to satisfy full repayment of the outstanding principal loan balance, there is a risk of loss; (xvi) cross-border lending increases risks that loan documents will not be enforceable and that the security interest in the collateral will not be perfected; and (xvii) there is an increased scrutiny of art transactions by regulators with respect to taxes and anti-money laundering concerns.

**Merchant cash advance recipient (“MCA Client”) prepayments will extinguish or limit the ability to earn additional returns on an investment.**

Prepayment by an MCA Client occurs when an MCA Client decides to pay some or all of the principal amount on the underlying investment earlier than originally scheduled. If a client invests in fixed factor rate investments and interest rates rise, the value of such investments may decline. Moreover, to the extent that the investments may be prepaid without penalty or premium, the value of such investments may be negatively affected by increasing prepayments. Such prepayments tend to occur more frequently as interest rates decline. Upon a prepayment of the entire remaining unpaid principal amount of an investment, the investor will receive its share of such prepayment

as a distribution, but further interest will not accrue after the date on which the distribution is made, and the investor's anticipated total investment return may thus decrease. In addition, the investor may not be able to find a similar rate of return on another investment at the time at which a client's investment is prepaid.

**Merchant cash advances are unsecured and therefore the Originator will not be able to seek secured creditor remedies in the case of a defaulted advance.**

Merchant cash advances are typically unsecured debt obligations. As a result, in the case of a defaulted advance, where a secured creditor would otherwise have the ability to foreclose on collateral granted to it by an obligor, the Originator will have no recourse to the assets of an MCA Client upon default. In addition, an MCA Client that also has incurred secured indebtedness may choose to repay secured debt obligations prior to unsecured debt obligations, including the Originator's advance, in order to retain its rights in the collateral, or for any other reason. These factors could impact the Originator's ability to obtain payment of contractual purchase yields or repayment of its advances, which may materially adversely affect a client's investment.

**Media reports and public perception of merchant cash advances as being predatory or abusive could materially adversely affect clients.**

In recent years, advocacy groups and some media reports have advocated governmental action to prohibit or place restrictions on merchant cash advances. The advocacy groups and media reports generally focus on the cost to a business for this type of financing, which is higher than the interest typically charged by banks or other lenders to businesses through more traditional financing structures. If the negative characterization of these merchant cash advances becomes increasingly accepted by businesses, demand for merchant cash advance products could significantly decrease, which could materially affect the Originator's results of operations and financial condition. Additionally, if the negative characterization of these types of advances is accepted by legislators and regulators, the Originator could become subject to more restrictive laws and regulations that could materially adversely affect the Originator's financial condition and results of operations, as well as potentially impact the enforceability of existing advances, the occurrence of which could materially adversely affect the financial condition and results of operations of a client.

**ITEM 9**  
**DISCIPLINARY INFORMATION**

Registered investment advisers are required to disclose all material facts regarding any material legal or disciplinary events that would be material to an evaluation of the Adviser or the integrity of the Adviser's management. The Adviser does not have any material legal or disciplinary events to disclose.

**ITEM 10**  
**OTHER FINANCIAL INDUSTRY ACTIVITIES AND AFFILIATIONS**

**A. Broker-Dealer Registration Status**

The Adviser and its management persons are not registered as broker-dealers and do not have any application pending to register with the SEC as a broker-dealer or registered representative of a broker-dealer.

**B. Futures Commission Merchant, Commodity Pool Operator or Commodity Trading Adviser Registration Status**

The Adviser and its management persons are not registered as, and do not have any application to register as, a futures commission merchant, commodity pool operator, commodity trading advisor, or an associated person of the foregoing entities.

**C. Material Relationships or Arrangements with Industry Participants**

The Adviser and certain of its management persons and/or the Website Operator are affiliated with entities which sponsor, source or refer (or have sponsored, sourced or referred) investment opportunities to the Website and which may thereafter provide services to the Funds in connection with the Funds' investments.

Soli Capital, LLC ("Soli Capital") is a New York-based specialty finance company owned and managed in part, by Michael Weisz, a co-founder, director and shareholder of the Website Operator.

Since January 2018, Soli Capital has not sponsored, sourced or referred new investment opportunities to the Adviser. However, Soli Capital provides services directly to the Funds or otherwise in connection with their past sponsored, sourced or referred investment opportunities on an ongoing basis, creating conflicts of interest for Mr. Weisz due to his ownership and/or employment at both the Adviser and such sponsor or service provider.

Typically, an Originator will retain its origination fee and the spread between what is paid by the asset and the agreed upon interest rate to be paid to the Fund, which Originator retains *pari passu* to its distributions to the Funds. The amount of this spread varies with each deal and is negotiated on a case by case basis and disclosed to investors in each Fund prior to their investment.

In the case of Soli Capital (or any of its controlled affiliates), they agreed that the relevant Funds generally receive repayment of principal and interest prior to receiving their annual compensation (excluding customary origination fees). In general, Soli Capital receives the same compensation as any other Originator, except that its compensation is subordinated to payment to the Funds as described above. Moreover, Originators (including Soli Capital) generally retain a significant portion of the underlying investment opportunity and will have capital at risk alongside the investment by the Fund.

In addition, Mr. Weisz was a significant shareholder in LC Sales & Servicing LLC (“LCS&S”), an entity formed by a majority of the principals of Plaintiff Funding Holding, Inc. d/b/a LawCash (“LawCash”), a specialty finance company founded by Dennis Shields, a former principal and board member of the Website Operator, that specializes in litigating funding and attorney financing. Since July 2019, LawCash has not sponsored, sourced or referred new investment opportunities to the Adviser. LCS&S had the purpose of acquiring litigation finance portfolios from LawCash free and clear of senior debt, which ultimately permitted LCS&S to sell unencumbered assets to certain Funds that would otherwise be subordinate to senior debt. The resulting ability of such Funds to buy senior participation interests without being subject to other competing interests was designed to help mitigate the risk of subordination for the Funds and Fund Investors. In addition, LCS&S retained the excess interest after investors were fully repaid. As a result of Mr. Weisz’ prior significant shareholder position in LCS&S, he did receive, directly or indirectly, a significant portion of the benefit of the compensation paid to such entity. In each of these cases, Mr. Weisz’ role with such entities was included in the applicable Offering Documents.

The Website Operator, an affiliate of the Adviser, has entered into an arrangement with Evolve Bank, an unaffiliated FDIC insured bank, whereby investors establish an account at Evolve Bank - entitled the YieldStreet Wallet - to deposit savings and/or purchase investments on the Website. The Adviser generally requires Fund Investors to use funds deposited in their YieldStreet Wallets to purchase investment products, but the Adviser may accept subscription payments via ACH debits or wire transfer in its discretion. Funds deposited in the YieldStreet Wallet earn interest at the prevailing interest rate provided for therein and utilizing the YieldStreet Wallet improves the efficiency of processing subscriptions for investments. Nonetheless, the Adviser faces a conflict of interest by requiring Fund Investors to utilize the YieldStreet Wallet for convenience purposes, and investors may be able to achieve higher returns on the funds deposited in the YieldStreet Wallet if the funds were otherwise invested.

If the Adviser has a conflict of interest that is not otherwise covered by an existing policy adopted by the Adviser or a transaction is deemed to be a “principal transaction”, the Adviser will disclose such conflict to the applicable client and obtain its consent to such conflict prior to completion of the transaction. Additionally, all such transactions shall be on the same terms as would be entered into with an affiliated third party on an arms-length basis.

#### **D. Material Conflicts of Interest Relating to Other Investment Advisers**

The Adviser generally does not recommend or select other investment advisers for the Funds, except that the Adviser has recommended the Sub-Adviser and Sub-Sub-Adviser as investment advisers to the Closed-End Fund. The Adviser did not receive direct or indirect compensation from the Sub-Adviser or the Sub-Sub-Adviser for recommending their services, and the Adviser does not have other business relationships with the Sub-Adviser or the Sub-Sub-Adviser that create a material conflict of interest.

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

**A. Code of Ethics**

The Adviser's Code of Ethics (the "Code") is designed to meet the requirements of Rule 204A-1 of the Investment Advisers Act of 1940, as amended (the "Advisers Act"). The Code applies to the Adviser's and certain of its affiliates' employees, including "Access Persons". Access Persons include, generally, any partner, officer or director of and any employee or other supervised person of the Adviser who, in relation to the clients, (1) has access to non-public information regarding any purchase or sale of securities, or non-public information regarding securities holdings or (2) is involved in making securities recommendations, executing securities recommendations, or has access to such recommendations that are non-public.

The Code sets forth a standard of business conduct that takes into account the Adviser's status as a fiduciary and requires employees to place the interests of our clients above their own interests and the interests of the Adviser. The Code also requires employees to comply with applicable federal securities laws. The Code further sets forth certain reporting and pre-clearance requirements with respect to personal trading by Access Persons. Moreover, the Code seeks to ensure the protection of nonpublic information about the activities of our clients. Employees are required to promptly bring violations of the Code to the attention of the Adviser's Chief Compliance Officer (the "CCO").

The Adviser will provide a copy of the Code of Ethics to any Fund Investor, client or prospective Fund Investor or client upon request. The Adviser's personnel are required to certify to their compliance with the Code of Ethics on an annual basis.

**B. Securities in which the Adviser or a Related Person has a Material Financial Interest**

The Funds' investments may be sourced and funded through the Website and the Website Operator has a financial interest in growing the Website. Further, as described in Item 10, Soli Capital, LCS&S and LawCash have in the past and/or do act as Originators for some investment opportunities.

The Adviser and the Website Operator, along with members of the Board of Directors, advisors, shareholders and employees of the Website Operator also invest in the Funds alongside other investors. Further, the Website Operator, ST NOTE Fund, YS WH3 LLC (a wholly-owned subsidiary of the Website Operator) or YS WH2 LLC, a wholly-owned subsidiary of the Adviser, may from time to time make loans or capital contributions to a Fund so that the Fund may make an investment in advance of a sale of interests of the Funds to outside investors. Upon sale of interests in such Funds to investors, such loans or capital contributions from the Website Operator, ST NOTE Fund, YS WH3 LLC or YS WH2 LLC may be repaid or redeemed, as applicable. The Website Operator, ST NOTE Fund, YS WH3 LLC or YS WH2 LLC holding such debt may be considered a conflict of interest where proceeds of investments in the Fund are to be used to repay

such debt. The Website Operator, ST NOTE Fund, YS WH3 LLC or YS WH2 LLC would receive interest or other investment income for the time period in which it holds such loan or interest in the same amount and manner as an investor in the Fund.

### **i. Principal Transactions and Cross Trading**

Section 206(3) of the Advisers Act places restrictions on the ability of an investment adviser to engage in principal transactions. The primary purpose for this restriction is to prevent an adviser from transferring unwanted securities to a client account. A principal transaction occurs when an investment adviser, acting for its own account (or the account of an affiliate) buys a security from, or sells a security to, a client account. For instance, a principal transaction would arise if:

- A trade occurs between a client account and a proprietary account of the Adviser; or
- A trade occurs between two or more accounts in which, as the SEC staff has informally suggested, the Adviser, its affiliates, or its personnel hold, directly or indirectly, more than a 25% interest in any such account.

Section 206(3) of the Advisers Act requires an investment adviser, among other things, to provide written disclosure to a client and obtain the client's consent prior to settlement of any principal transaction.

A cross trade occurs where the Adviser causes the purchase or sale of securities between a Fund or other client account and another client account managed and/or advised by the Adviser, and neither account is a principal account. In circumstances where the Adviser desires to engage in a principal transaction or cross trade among its clients, the CCO must determine that such transaction is in the best interests of the clients and approve such transaction prior to its execution. Any principal transaction or cross transaction shall be executed at fair value, with any other terms and conditions mandated by the CCO.

### **C. Investing in Securities that the Adviser or a Related Person Recommends to Clients**

Through his ownership of Soli Capital and previously through his ownership in LCS&S, Mr. Weisz indirectly participates (or participated) or co-invests (or co-invested), as applicable, in the investments held by one or more of the Funds. As discussed in Item 10 above, typically, when an Originator offers a transaction via the Website, the Originator retains as compensation a portion of the returns on the investment *pari passu* to the Funds. In the case of LawCash, LCS&S and Soli Capital (or any of its controlled affiliates), they generally agreed that the relevant Funds receive repayment of principal and interest prior to receiving their compensation. In general, LawCash, LCS&S or Soli Capital receives the same compensation as any other Originator, except that their compensation is subordinated to payment to the Funds as described above. Typically, an Originator will retain their origination fee and the spread between what is paid by the asset and the agreed upon interest rate to be paid to the Fund. This spread varies with each deal and is negotiated on a case by case basis and disclosed to investors in each Fund prior to their investment. Mr. Weisz is a significant shareholder in Soli Capital and was a significant shareholder in LCS&S and therefore receives (or received), directly or indirectly, a significant portion of the benefit of the compensation

paid to those entities. See Item 10 for additional information.

### **i. Personal Trading**

The Code places restrictions on personal trades by employees, including that they disclose their personal securities holdings and transactions to the Adviser on a periodic basis, and requires that employees pre-clear certain types of personal securities transactions. The Adviser, its affiliates and its employees may invest on behalf of themselves in securities and other instruments that would be appropriate for, held by, or may fall within the investment guidelines of clients; although the Code requires pre-clearance before employees of the Adviser and its affiliates can enter into personal securities transactions that involve a limited offering.

The Adviser, its affiliates and its employees may give advice or take action for their own accounts that may differ from, conflict with or be adverse to advice given or action taken for clients. These activities may adversely affect the prices and availability of other securities or instruments held by or potentially considered for one or more clients. Potential conflicts also may arise due to the fact that the Adviser and its personnel may have investments in some Funds but not in others or may have different levels of investments in the various Funds.

The Adviser has established policies and procedures to monitor and resolve conflicts with respect to investment opportunities in a manner it deems fair and equitable, including the restrictions placed on personal trading in the Code, as described above, and regular monitoring of employee transactions and trading patterns for actual or perceived conflicts of interest, including those conflicts that may arise as a result of personal trades in the same or similar securities made at or about the same time as client trades.

### **D. Conflicts of Interest Created by Contemporaneous Trading**

It has generally been the Adviser's practice that all of the vehicles on the Website only transact in one or more investment, and such vehicles do not typically own economic interests in the same investment or investments as are held by other vehicles on the Website. However, under certain circumstances, certain Funds will have investment objectives or engage in activities similar to those of other Funds, and in some cases will own an economic interest in the same investments as may be held by such other Funds. The Adviser and its affiliates may give advice and take action in the performance of their duties to certain clients that could differ from the timing and nature of action taken with respect to other clients. To the extent that the Adviser or its affiliates fund, acquire or originate or recommend investments for their own accounts or for any of the Funds, the Adviser and its affiliates are under no obligation to transact in such investments for other clients. Clients will generally not have any rights of first refusal, co-investment or other rights in respect of the investments and other acquisitions or dispositions made by the Adviser or its affiliates for any other client, or in any fees, profits or other income earned or otherwise derived from them. If a determination is made that one or more clients should fund, acquire, or originate or sell the same investments at the same time, the Adviser will allocate these transactions in a fair and equitable manner, as determined by the Adviser in its sole discretion. In exercising such discretion, the Adviser may consider, among other considerations: (a) whether the risk-return profile of the

proposed investments is consistent with the relevant clients' objectives, which objectives may be considered (i) solely in light of the specific investment under consideration, or (ii) in the context of the available capital; (b) potential tax consequences; (c) legal or regulatory restrictions; (d) the need to re-size risk; and (e) whether the relevant client has a substantial amount of investable cash (e.g., during a "ramp-up" period).

**ITEM 12**  
**BROKERAGE PRACTICES**

**A. Factors Considered in Selecting or Recommending Broker-Dealers for Client Transactions**

As an investment adviser, the Adviser has a general fiduciary obligation to obtain best execution for clients, where applicable. Best execution is a regulatory concept that is neither precisely defined, nor the subject of specific or explicit regulatory guidelines about how it can be achieved. The SEC generally describes it as a duty to execute securities transactions so that a client's total cost or proceeds in each transaction are the most favorable under the circumstances. While the Adviser's advisory activities generally involve private investment transactions rather than transactions in securities traded on the public market, the Adviser has a fiduciary duty to ensure that transactions effected on behalf of its clients, including the Funds, are fair under the circumstances.

The Adviser does not execute transactions through any particular broker or dealer, but seeks to obtain the best net results for its clients, taking into account such factors as price (including the applicable brokerage commission or dealer spread), size of order, difficulty of execution, and operational facilities of the firm and the firm's risk and skill in positioning blocks of securities. While the Adviser will generally seek reasonably competitive trade execution costs, clients will not necessarily pay the lowest spread or commission available.

**i. Research and Other Soft Dollar Benefits**

As discussed above, the Adviser's advisory activities generally involve private investment transactions rather than transactions in securities traded on the public market. Nonetheless, subject to applicable legal requirements, the Adviser may select a broker based partly upon brokerage or research services provided to it and any clients. In return for such services, clients may pay a higher commission than other brokers would charge if the Adviser determines in good faith that such commission is reasonable in relation to the services provided.

The term "soft dollars" refers to the use of brokerage commissions, concessions, spreads, mark-ups, and mark-downs to pay for goods and services other than brokerage itself. Section 28(e) of the Securities Exchange Act of 1934 (the "Exchange Act") provides a safe harbor against claims of breach of fiduciary duty for investment advisers using commissions generated by customer orders to obtain brokerage and research services. While the Adviser's advisory activities generally involve private investment transactions rather than transactions in securities traded on the public market, to the extent that the Adviser utilizes the services of a broker to effect transactions in publicly traded securities, the CCO will, in consultation with outside counsel, determine the appropriate course of action to ensure that the Adviser follows the guidance set forth in Section 28(e) of the Exchange Act with respect to any soft dollar arrangements in which it enters on behalf of any client.

When the Adviser uses client brokerage commissions (or markups or markdowns) to obtain

research or other products or services, the Adviser receives a benefit because it does not have to produce or pay for such products or services. The Adviser may have an incentive to select or recommend a broker-dealer based on the Adviser's interest in receiving research or other products or services, rather than on its clients' interest in receiving most favorable execution.

#### **ii. Brokerage for Client Referrals**

Neither the Adviser nor any related person receives client referrals from any broker-dealer or third party.

#### **iii. Directed Brokerage**

The Adviser does not recommend, request or require that a client direct the Adviser to execute transactions through a specified broker-dealer.

### **B. Order Aggregation**

As discussed above, the Adviser's advisory activities generally involve private investment transactions for a single client rather than transactions in securities traded on the public market. Therefore, the Adviser does not have a practice of aggregating orders for multiple clients. If the Adviser determines that the purchase or sale of a security is appropriate with regard to multiple clients, the Adviser may, but is not obligated to, purchase or sell such a security on behalf of such clients with an aggregated order, for the purpose of reducing transaction costs, to the extent permitted by applicable law.

### **ITEM 13 REVIEW OF ACCOUNTS**

The Adviser performs periodic reviews of each Fund's investments, generally on a monthly basis. Where monthly payments of principal or interest are due, such review generally consists of confirming receipt of such payment on a timely basis. Where a payment in respect of the Fund's investment is not expected, the Adviser generally seeks a status update from the borrower or Originator (or a related service provider such as an attorney) on a monthly or quarterly basis. Such reviews are generally conducted by a member of the Investments team.

A review of the Fund's accounts and investments may be triggered by any suspicious or unusual activity or special circumstances.

Fund Investors receive from the Adviser or the Website Operator, typically in an electronic format, a quarterly update indicating if the loans and other investments are performing along with distributions. If there is any exception or unusual activity the Adviser or the Website Operator will notify investors about the issue and status via electronic format. Unless otherwise required by applicable law, the Adviser generally shall provide to Fund Investors, typically in an electronic format, a statement of performance of each investor's interest in the Funds on at least a quarterly basis and tax information necessary for the completion of such investor's return on an annual basis. The Adviser may provide certain investors with information on a more frequent and detailed basis if agreed to by the Adviser.

As discussed above, the Website Operator offers a feature to investors called the YieldStreet Wallet. The YieldStreet Wallet allows investors to maintain a cash balance in their account for purposes of facilitating more efficient investment processing. For investors who wish to use this feature, the Website Operator, or its affiliates will collect additional Know Your Customer information. The accounts will be opened in the name of the investor at Evolve Bank, which is an unaffiliated FDIC insured banking institution. Once an investor activates the YieldStreet Wallet feature, the investor may deposit and withdraw funds from their YieldStreet Wallet account at any time, subject only to applicable limits related to the frequency of withdrawals in accordance with banking regulations. The Adviser, the Website Operator, and their affiliates have no access to, or control over, funds in the YieldStreet Wallet.

The Adviser welcomes inquiries from investors in the event any investor desires information not contained in the Adviser's Form ADV Part 1, Form ADV Part 2 or other relevant materials or reports. The Adviser and the Website Operator generally seek to make their representatives available to answer questions from investors concerning them and any Fund, including with respect to the investments of a Fund. During those conversations and pursuant to any other agreements certain investors may receive information and reporting that other investors do not receive, and such information may affect an investor's decisions regarding the Fund.

**ITEM 14**  
**CLIENT REFERRALS AND OTHER COMPENSATION**

Other than as described herein, the Adviser does not receive economic benefits from non-clients for providing investment advice and other advisory services.

While the Adviser may enter into arrangements with third party placement agents, distributors or others to solicit investors or clients, the Adviser has not entered into any such arrangements as of March 29, 2019. The Adviser may in the future enter into arrangements with third party placement agents, distributors or others to solicit investors for one or more current or future Funds and such arrangements will generally provide for the compensation of such persons for their services at the Adviser's expense.

Additionally, refer to Item 10 regarding the Adviser's relationship with LawCash, LCS&S and Soli Capital.

## **ITEM 15 CUSTODY**

Rule 206(4)-2 promulgated under the Advisers Act (the “Custody Rule”) (and certain related rules and regulations under the Advisers Act) imposes certain obligations on registered investment advisers that have custody or possession of any funds or securities in which any client has any beneficial interest. An investment adviser is deemed to have custody or possession of client funds or securities if the adviser directly or indirectly holds client funds or securities or has the authority to obtain possession of them (regardless of whether the exercise of that authority or ability would be lawful).

The Adviser is required to maintain the funds and securities (except for securities that meet the privately offered securities exemption in the Custody Rule) over which it has custody with a qualified custodian. Qualified custodians include banks, brokers, futures commission merchants and certain foreign financial institutions.

The Custody Rule currently requires (1) the funds and securities over which a registered investor adviser has custody to be maintained in segregated and identified accounts (Segregation) by a “qualified custodian,” which is a bank or broker-dealer and certain other extensively regulated entities (Qualified Custodian); (2) that the registered investor adviser notify the client in writing of the name and address and other identifying information about the qualified custodian and any subsequent changes to any identifying information (and if the registered investor adviser sends account statements to the client, advise the client to reconcile those statements with the statements provided by the qualified custodian) (Notice); (3) that the registered investor adviser have reasonable basis, after due inquiry, for believing that the qualified custodian sends to the clients at least quarterly a statement with period-end positions and a listing of all transactions occurring during the period (Quarterly Statements); and (4) an annual surprise examination of the custodied funds and securities, done by an independent accountant (Annual Surprise Exam), who is then required to file a Form ADV-E with the SEC.

However, an adviser need not comply with such requirements with respect to pooled investment vehicles subject to audit and delivery if each pooled investment vehicle (i) is audited at least annually by an independent public accountant and (ii) distributes its audited financial statements prepared in accordance with generally accepted accounting principles to their investors, all limited partners, members or other beneficial owners within 120 days (180 days in the applicable case of a fund of fund adviser) of its fiscal year-end. The Adviser relies upon this audit and delivery exception with respect to the Funds; provided, however, that the Adviser is not required to comply with the Custody Rule with respect to the Closed-End Fund pursuant to Rule 206(4)-2(b)(5).

Further, all funds shall be held in an account in the name of each respective Fund at a qualified custodian.

## **ITEM 16 INVESTMENT DISCRETION**

The Adviser has been appointed as the investment manager of the SPVs with limited-discretionary investment authority as set forth in the Operating Agreement for each SPV. The Adviser has discretionary authority with respect to decisions regarding the monitoring, management and disposition of the existing investment held by each SPV in accordance with such SPV's investment guidelines. The Adviser does not generally have the authority to execute or enter into any new or substitute investments on behalf of the SPV, except in cases of merger or consolidation, bankruptcy or insolvency or exchange or conversion of existing investments.

The Adviser, however, has been appointed as investment manager of other Funds with discretionary investment authority. Our investment decisions with respect to such Funds are subject to each Fund's investment objectives and guidelines, as set forth in its Offering Documents, and may be subject to the oversight of a board of directors. The Adviser or an affiliate of the Adviser entered into an investment management agreement, or similar agreement, with each such Fund, pursuant to which the Adviser or an affiliate of the Adviser was granted discretionary investment authority.

## ITEM 17 VOTING CLIENT SECURITIES

As an investment adviser registered under the Advisers Act, the Adviser has a fiduciary duty to act solely in the best interests of its clients. As part of this duty, it recognizes that it must vote client securities in a timely manner free of conflicts of interest and in the best interests of its clients. The SEC adopted Rule 206(4)-6 under the Advisers Act, which requires registered investment advisers that exercise voting authority over client securities to implement proxy voting policies. In compliance with such rules, the Adviser has adopted proxy voting policies and procedures (the “Proxy Policies”).

The Adviser is committed to voting proxies in a manner consistent with the best interests of its clients. We will review on a case-by-case basis each proposal submitted for a stockholder vote to determine its impact on the portfolio securities held by our clients. The Adviser will consider only those factors that relate to the Funds’ investment, including how its vote will economically impact (short-term and long-term) and otherwise affect the value of the Funds’ investment. Although the Adviser will generally vote against proposals that may have a negative impact on its clients’ portfolio securities, it may vote for such a proposal if there exists compelling long-term reasons to do so. While the decision whether or not to vote a proxy must be made on a case-by-case basis, the Adviser generally does not vote a proxy if it believes the proposal is not adverse to the best interest of the relevant client, or, if adverse, the outcome of the vote is not in doubt.

The proxy voting decisions of the Adviser are made by the senior officers who are responsible for monitoring each of its clients’ investments. To ensure that its vote is not the product of a conflict of interest, it will require that anyone involved in the decision-making process disclose to the CCO any potential conflict that he or she is aware of and any contact that he or she has had with any interested party regarding a proxy vote. If an actual or potential conflict is found to exist, the Adviser shall engage a reputable non-interested party to independently review the Adviser’s vote recommendation and to confirm that the Adviser’s vote recommendation is in the best interest of the relevant clients under the circumstances. If the independent non-interested party determines that the Adviser’s vote recommendation is not in the best interest of the clients under the circumstances, then the Adviser shall vote in the manner suggested by such independent non-interested party. With respect to the Funds, an advisory committee may serve in the capacity as the reputable non-interested party and conduct the review described above, so long as no member of the advisory committee that participates in such review is subject to the actual or potential conflict.

A copy of the Proxy Policies and the proxy voting record relating to a client may be obtained by contacting the Adviser.

**ITEM 18**  
**FINANCIAL INFORMATION**

The Adviser is not aware of any financial condition reasonably likely to impair its ability to meet contractual commitments to the Funds or clients. The Adviser has not been the subject of a bankruptcy petition at any time during the past ten years.