

## **JOINT INSURED BOND AGREEMENT**

**AGREEMENT** dated as of this 1st day of April, 2012, by and among ASGI Agility Income Fund, ASGI Aurora Opportunities Fund, LLC, ASGI Corbin Multi-Strategy Fund, LLC and ASGI Mesirow Insight Fund, LLC.

### **BACKGROUND**

- A. ASGI Agility Income Fund, ASGI Aurora Opportunities Fund, LLC, ASGI Corbin Multi-Strategy Fund, LLC and ASGI Mesirow Insight Fund, LLC are closed end management investment companies registered under the Investment Company Act of 1940, as amended (the "1940 Act")(collectively, the "Management Investment Companies").
- B. Rule 17g-1 under the 1940 Act requires the Management Investment Companies to provide and maintain in effect a bond against larceny and embezzlement by their officers and employees.
- C. Rule 17g-1 authorizes the parties hereto to secure a joint insured bond naming all of them as insureds.
- D. All of the parties hereto are named as insureds on a joint insured bond issued by Continental Insurance Company.
- E. Rule 17g-1 also requires that each registered management investment company named as an insured in a joint insured bond enter into an agreement with all of the other named insureds containing certain provisions regarding the respective shares to be received by said insureds in the event recovery is received under the joint insured bond as a result of a loss sustained by them.
- F. A majority of the Board of Trustees/Managers, as applicable, of the respective Management Investment Companies, who were not "interested persons" of such parties as defined by Section 2(a)(19) of the 1940 Act, after giving due consideration to all factors relevant to the form, amount and ratable allocation of premiums of the aforesaid joint insured bond, have approved the terms and the amount of the bond and the portions of the premiums payable by the respective parties hereunder.
- G. Each party has also determined that the allocation of the proceeds payable under the aforesaid joint insured bond as set forth herein (which takes into account the minimum amount of bond required for each party by Rule 17g-1 if it maintained a single insured bond) is equitable and proportionate.

**NOW, THEREFORE**, the parties hereto, in consideration of the premises and the mutual covenants contained herein, hereby agree as follows:

1. **Joint Insured Bond.** Each party shall maintain in effect a joint fidelity insurance bond (the "Bond") from a reputable fidelity insurance company which shall be authorized to do business in the place where the Bond is issued, insuring the Management Investment Companies against larceny and embezzlement and covering such of their officers and employees who may, singly or jointly with others, have access, directly or indirectly, to their

securities or funds. The Bond shall name each party as an insured and shall comply with the requirements for such bond established by Rule 17g-1.

2. **Amount.** The Bond shall be in an amount equal to the sum of (i) the total amount of coverage that each party hereto would be required to provide and maintain individually pursuant to Rule 17g-1, or (ii) in such greater aggregate amount that the Board of Trustees or Managers, as applicable, may determine from time to time. Each party shall notify each other party at least two (2) months prior to expiration of the Bond of the amount of coverage required for the next term of the Bond so as to permit a renewal bond to be obtained.

3. **Ratable Allocation of Premium.** Any premium payable or due under the Bond shall be ratably allocated among the parties in proportion to their aggregate net assets.

4. **Ratable Allocation of Proceeds.**

(a) If more than one of the parties sustains a single loss (including a loss sustained before the date hereof) for which recovery is received under the Bond, each such party shall receive that portion of the recovery which is sufficient in amount to indemnify that party in full for the loss sustained by it, unless the recovery is inadequate to fully indemnify all such parties sustaining a single loss.

(b) If the recovery is inadequate to fully indemnify all such parties sustaining a single loss, the recovery shall be allocated among such parties as follows:

- (i) Each such party sustaining a loss shall be allocated an amount equal to the lesser of its actual loss or the minimum amount of the fidelity bond which would be required to be maintained by such party under a single insured bond (determined as of the time of the loss in accordance with the provision of Rule 17g-1).
- (ii) The remaining portion of the recovery (if any) shall be allocated to each party sustaining a loss not fully indemnified by the allocation under subparagraph (i) in the same proportion as the portion of each party's loss which is not fully indemnified bears to the sum of the unindemnified losses of all such parties not fully indemnified.

5. **Claims and Settlements.** Each party shall, within five (5) business days after making any claim under the Bond, provide every other party with written notice of the amount and nature of such claim. Each party shall, within five (5) business days after the receipt thereof, provide every other party with written notice of the terms of settlement of any claim made under the Bond by such party. In the event that two or more parties shall agree to settlement with the fidelity insurance company of a claim made under the Bond with respect to a single loss, such parties shall, within five (5) business days after settlement, provide any other party not a party to such claim with written notice of the amounts to be received by each claiming party under Section 4 hereof. The officer(s) of the respective Management Investment Companies designated as responsible for filing notices required by paragraph (g) of Rule 17g-1 under the 1940 Act shall give and receive any notice required hereby with respect to the Management Investment Companies.

6. **Modifications and Amendments.** Any party may modify the amount of the Bond, provided that written notice thereof is given to the Securities and Exchange Commission and the other parties in accordance with Rule 17g-1. Any party may withdraw from this

Agreement at any time and cease to be a party hereto (except with respect to losses occurring prior to such withdrawal) by giving not less than thirty days prior written notice to the other parties of such withdrawal. Upon withdrawal, a withdrawing party shall cease to be named insured on the Bond and shall be entitled to receive any premium rebated by the fidelity company with respect to such withdrawal. The parties hereby consent to any future addition of parties to the Bond and the Agreement who are managed by a subsidiary or affiliate of Wells Fargo & Company (or affiliates of such persons) in compliance with applicable law. Any other party subsequently named as an insured under the Bond or any one or more of such Bonds may become a party to the Agreement by signing an election to become an insured and submitting such election to: Wells Fargo & Company, Attn: Legal Department, 200 Berkeley Street, Boston, Massachusetts 02116. Such election shall be effective as of the date thereof but no sooner than the effective date of such party's coverage as an insured under the Bond or any one or more of such Bonds.

7. **Governing Law.** This Agreement shall be construed in accordance with the internal laws of the State of Delaware.

8. **No Personal Liability.** All persons dealing with the Management Investment Companies must look solely to their respective property for the enforcement of any claims against them, as neither the Trustees, Managers, officers, agents or shareholders of the Management Investment Companies, assume any personal liability for obligations entered into on their behalf.

9. **No Assignment.** This Agreement is not assignable.

10. **Notices.** All notices and other communications hereunder shall be in writing and shall be addressed to the appropriate party at the following address:

Wells Fargo & Company  
Attn: Legal Department  
200 Berkeley Street  
Boston, MA 02116

**IN WITNESS WHEREOF**, each of the parties hereto has duly executed this Agreement as of the day and year first above written.

**ASGI AGILITY INCOME FUND**

/s/ Adam I. Taback  
By: Adam I. Taback  
Title: President

**ASGI AURORA OPPORTUNITIES FUND, LLC**

/s/ Adam I. Taback  
By: Adam I. Taback  
Title: President

**ASGI CORBIN MULTI-STRATEGY FUND, LLC**

/s/ Adam I. Taback

By: Adam I. Taback

Title: President

**ASGI MESIROW INSIGHT FUND, LLC**

/s/ Adam I. Taback

By: Adam I. Taback

Title: President

## **ELECTION TO JOIN JOINT INSURED BOND AGREEMENT**

Effective January 17, 2013, ASGI Special Asset Holdings, Inc., ASGI Aurora Special Onshore Asset Holdings, Inc. and ASGI Aurora Special Offshore Asset Holdings, Ltd. hereby elects to be named as a party to the Joint Insured Bond Agreement dated April 1, 2012 among ASGI Agility Income Fund, ASGI Aurora Opportunities Fund, LLC, ASGI Corbin Multi-Strategy Fund, LLC and ASGI Mesirow Insight Fund, LLC.

ASGI SPECIAL ASSET HOLDINGS, INC.

/s/Adam Taback

By: Adam Taback

Title: President

ASGI AURORA SPECIAL ONSHORE ASSET HOLDINGS, INC.

/s/Adam Taback

By: Adam Taback

Title: President

ASGI AURORA SPECIAL OFFSHORE ASSET HOLDINGS, LTD.

/s/Adam Taback

By: Adam Taback

Title: President

