

**ITEM 1 – COVER PAGE**

**EDGE PRINCIPAL ADVISORS, LLC**



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**PART 2A OF FORM ADV  
(THE “BROCHURE”)**

March 2022

This Brochure provides information about the qualifications and business practices of Edge Principal Advisors, LLC. If you have any questions about the contents of this Brochure, please contact us at (212) 547-4380. The information in this Brochure has not been approved or verified by the United States Securities and Exchange Commission (“SEC”) or by any state securities authority.

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

Additional information about Edge Principal Advisors, LLC is available on the SEC’s website at: [www.adviserinfo.sec.gov](http://www.adviserinfo.sec.gov).

## **ITEM 2 – MATERIAL CHANGES**

Edge Principal Advisors, LLC filed its most recent Form ADV in March 2021. Since the last annual updating amendment, the Management Company has supplemented existing fee and expense disclosures in Item 5 and included additional risk factors in Item 8.

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## **ITEM 4 – ADVISORY BUSINESS**

Edge Principal Advisors, LLC (the “Management Company”) manages assets on a discretionary basis on behalf of private pooled investment vehicles. The Management Company operates as a single advisory business together with its affiliated general partners (each, a “General Partner” and together with the Management Company and their affiliated entities, “Edge” or the “Company”). This Brochure also describes the business practices of the General Partners.

Edge presently provides investment advisory services to Edge Principal Investments, L.P., Edge Principal Investments II, L.P., Edge Principal Investments III, L.P., Edge Principal Investments III PV, L.P., Edge 80 Adams Co-Invest, L.P., Edge King Investments I, L.P., Edge Core Investments I, LLC, Edge Principal Investments IV, L.P., Edge Fund IV Members Feeder, L.P., Edge Principal Investments IV PV, L.P., EH&M Redevelopment Co-Invest, L.P., ECE Redevelopment Co-invest, L.P., EPH Redevelopment Co-Invest, L.P., and EPH Members Feeders, L.P. (the “Funds”).

The Funds are private equity real estate funds that invest through negotiated transactions in operating entities, generally referred to herein as “portfolio companies.” Edge’s investment advisory services to the Funds consist of identifying and evaluating investment opportunities, negotiating the terms of investments,

managing and monitoring investments and achieving dispositions for such investments. From time to time, where such investments consist of portfolio companies, the senior principals or other personnel of Edge or its affiliates may serve on such portfolio companies' respective boards of directors, board of managers or otherwise act to influence control over management of portfolio companies in which the Funds have invested. From time to time, portfolio company board members may approve compensation and/or other amounts payable to Edge and/or its affiliates. Such amounts will be in addition to any management fees or Carried Interest paid by a Fund to Edge.

Investors in the Funds participate in the overall investment program for the applicable Fund, but may be excused from a particular investment due to legal, regulatory or other agreed-upon circumstances pursuant to the relevant limited partnership agreement. In certain instances, the Funds or the General Partners enter into side letters or other similar agreements with certain investors that have the effect of establishing rights (including economic or other terms) under, or altering or supplementing the terms of, the relevant limited partnership agreement with respect to such investors.

Additionally, from time to time, Edge provides (or agrees to provide) certain investors or other persons, including other sponsors, market participants, finders, consultants and other service providers, Edge's personnel and/or certain other persons associated with Edge and/or its affiliates (to the extent not prohibited by the applicable limited partnership agreement), co-investment opportunities (including the opportunity to participate in co-invest vehicles) that will invest in certain portfolio companies alongside a Fund. Such co-investments typically involve investment and disposal of interests in the applicable portfolio company at the same time and on the same terms as the Fund making the investment. However, from time to time, for strategic and other reasons, a co-investor or co-invest vehicle may purchase a portion of an investment from one or more Funds after such Funds have consummated their investment in the portfolio company (also known as a post-closing sell-down or transfer). Any such purchase from a Fund by a co-investor or co-invest vehicle generally occurs shortly after the Fund's completion of the investment to avoid any changes in valuation of the investment, and the co-investor or co-invest vehicle may be charged interest on the purchase to compensate the relevant Fund for the holding period, and generally will be required to reimburse the relevant Fund for related costs.

As of December 31, 2021, Edge's regulatory assets under management were approximately \$1,479,600,000. Edge was formed in 2008 and is owned by Tiber Capital Partners, LLC ("Tiber"), which is principally owned by Paul Segal and Theodore Segal and controlled by Paul Segal as its manager.

Please refer to the Funds' governing documents for more detailed information regarding the topics discussed in this Brochure.

## **ITEM 5 – FEES AND COMPENSATION**

The Funds pay Edge a management fee up to 2% of the aggregate commitment of each investor, which is collected quarterly in advance. Management fees are generally directly deducted from the Funds' assets. Upon termination of any advisory agreement or mandatory withdrawal, management fees that have been paid in advance are returned on a prorated basis. The organizational and offering documents for each Fund include a more detailed explanation of the amount and manner of calculation of the management fees for each such Fund. Where the governing documents calculate management fees based on the amount of commitments or the amount of investment contributions, the amount of management fees generally will not be reduced based on reductions in investment value, except where specified by the relevant governing documents. As a general matter, management fees will be payable during term extensions unless otherwise agreed with investors.

Edge or an affiliate of Edge is also entitled to receive a distribution of the investment gains generated in the Funds (“Carried Interest”), generally subject to the return of capital to Fund investors in addition to a certain rate of return on invested capital.

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

The Funds are responsible for their initial and ongoing costs and expenses associated with their operations including, without limitation, organizational expenses, including for any fund subsidiaries such as REITs, alternate investment vehicles, and holding vehicles, formation expenses, placement agent fees, brokerage commissions, research expenses, quotation and valuation expenses, general legal expenses including legal fees associated with the negotiation of specific investor terms, government and regulatory filing expenses, tax, accounting and auditing expenses, investment-related consultants and other service provider expenses, expenses of depositary and administrator services, investment related travel costs including first-class commercial travel, expenses incurred with respect to the preparation, duplication and distribution of offering documents, annual reports and other financial information, costs and expenses of meetings with or reporting to the limited partners, including to the advisory committee, other offering expenses, broken deal expenses, costs related to risk management services and insurance, attendance expenses for events, civic initiatives, conferences or informal meetings intended to benefit the Funds or their investments, other operational expenses and extraordinary expenses. The Funds also are responsible for all transaction related expenses, whether or not the transaction is consummated, including fees and expenses of lenders, investment banks and other financing sources in connection with the arranging of financing for transactions, and any down-payments which are forfeited in connection with unconsummated transactions. Each Fund also generally will bear the costs of implementing, monitoring and complying with investment guidelines and directives relating to the Fund’s strategy, including in side letters relating thereto, and (where applicable) environmental, social, governance and other standards to which the relevant General Partner has committed in making investments on behalf of the Fund. Additionally, subject to the governing documents, a Fund typically will bear certain unreimbursed expenses of portfolio companies and intermediate holding vehicles through which the Fund invests.

In certain instances, Edge will waive or agree to reduce a management fee (or Carried Interest). Edge sometimes exempts certain investors in the Funds from payment of all or a portion of management fees and/or Carried Interest, including Edge and any other person designated by Edge. Any such exemption from fees and/or Carried Interest is made by a direct exemption, a rebate by Edge, or through other Funds which co-invest with a Fund. For example, in instances where an Edge professional or its affiliate invests in a Fund, such professional or its affiliate generally will be exempt from payment of the management fee and Carried Interest with respect to such Fund. Additionally, to the extent permitted by the relevant limited partnership agreement, Edge has the right to permit investors, affiliated with Edge or otherwise, to invest through the relevant General Partner or other vehicles that do not bear management fees or Carried Interest.

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

As described above, in certain circumstances, the relevant General Partner is expected to permit certain investors to co-invest in portfolio companies alongside one or more Funds, subject to Edge's related policies and practices and the relevant limited partnership agreement(s) and/or side letter(s). Where a co-invest vehicle is formed, such entity will bear expenses related to its formation and operation, many of which are similar in nature to those borne by the Funds. If a proposed transaction in which a co-investment was planned is not consummated, including a transaction for which a co-investment was believed necessary in order to consummate such transaction, no such co-investment vehicle generally will have been formed, and the full amount of any expenses associated with unconsummated transactions ("Broken Deal Expenses") would therefore be borne by the Fund or Funds that were to have participated in such proposed transaction, and not by any prospective co-investors. However, to the extent that such co-investors have already invested in a co-investment or other vehicle in connection with such transaction, such vehicle may bear its share of such Broken Deal Expenses. As a general matter, Broken Deal Expenses are allocated among Fund investors regardless of whether any individual investor negotiated for an elective or automatic contractual right that would have excused them from participating in the investment.

In addition, Edge and/or its affiliates may be engaged by certain portfolio companies to provide certain tax and accounting services to such portfolio companies, and in connection therewith, such portfolio companies will pay Edge or such affiliate a fee for such services.

Edge and/or its affiliates generally have discretion over whether to charge transaction fees, monitoring fees or other compensation to a portfolio company and, if so, the rate, timing and/or amount of such compensation. The receipt of such compensation generally will give rise to potential conflicts of interest between the Funds, on the one hand, and Edge and/or its affiliates on the other hand. Any such compensation will be offset against management fees. Unless otherwise agreed with investors, portfolio company fees generally will be payable without further offset during term extensions, even if management fees are reduced or eliminated during the extended term.

Certain other fees, including but not limited to director's fees, advisory fees, topping and break-up fees and transaction fees are also offset against management fees depending on the expense reimbursement terms of each Fund.

Edge is responsible for all of its overhead costs and expenses, including office expenses and compensation of employees.

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

Net profits attributable to the disposition of portfolio investments, distribution of securities or interest income with respect to portfolio investments will be allocated among and distributed to investors and the relevant General Partner(s), which is an affiliate of Edge. Each General Partner is entitled to receive a Carried Interest, up to 20%, of each distribution of net Fund profits, generally subject to the return of capital to Fund investors in addition to a certain rate of return on invested capital.

These fee arrangements may create an incentive for Edge to make investments on behalf of the Funds that are riskier or more speculative than would be the case in the absence of such compensation.

All fees charged by Edge will be in compliance with Rule 205-3 of the Advisers Act. Economic arrangements may vary and are subject to the terms of the Fund. Additional information regarding fees and other expenses attributable to the Funds are addressed in the applicable offering documents and partnership agreements.

The payment of Carried Interest by some but not all Funds or the payment of Carried Interest at varying rates may create an incentive for Edge to disproportionately allocate time, services or functions to Funds paying Carried Interest or Funds paying Carried Interest at a higher rate. This conflict is generally mitigated by investment terms restricting Edge from establishing a new fund with substantially similar investment objectives to those of the existing Funds until the earlier of (1) the expiration of the Fund's commitment period, or (2) such time as at least 75% of the aggregate commitments of such Fund have been invested, committed to be invested or reserved. Any subsequently formed fund may have the right to co-invest with existing Funds, but the existing Funds generally will be given the first opportunity to participate in an investment opportunity ahead of any subsequently formed fund. Nonetheless, Edge's affiliates, including Tiber Capital Partners, LLC, Aterian Investment Advisors, LLC, LS Power Development, LLC and LS Power Equity Advisors, LLC, are not restricted from engaging in or managing projects in connection with ongoing development and asset management activities. Refer to Item 10 – Other Financial Industry Activities and Affiliations – Conflicts of Interest for more information.

## **ITEM 7 – TYPES OF CLIENTS**

Edge's clients are unregistered pooled investment vehicles, and references throughout this Brochure to "clients" and to Edge's related duties to and practices on behalf of its clients and/or investors should be construed accordingly. The Funds are structured as limited partnerships or similar legal entities which Edge and its related parties control. The Funds rely on rules promulgated under the United States federal securities laws that exempt privately offered partnerships from registering as investment companies.

In addition, investors in the Funds generally are (i) "accredited investors" within the meaning of Regulation D under the Securities Act of 1933, as amended, and/or (ii) "qualified purchasers" within the meaning of the Investment Company Act of 1940, as amended. Prospective investors may be required to meet additional suitability requirements. Investors considering investment in the Funds should consult with their own investment, tax and/or legal consultants prior to investing.

The minimum commitment that will be accepted from a new investor in the Funds is \$1,000,000. The General Partner of each Fund generally is permitted, in its sole discretion, to waive or reduce minimums.

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

### **Investment Strategy**

The Funds' investment strategies generally focus on multi-strategy, opportunistic real estate investments. Edge seeks to identify both debt and equity opportunities with consistent cash flow, often in out-of-favor asset classes. Edge also seeks to identify favorable distressed and broken deal investment opportunities. Please refer to the Funds' governing documents for more detailed information regarding each respective Fund's investment strategy.

### **Risk Factors**

#### *No Assurance of Investment Return*

No assurance can be given that a Fund will be profitable or achieve targeted returns or be as successful as the Management Company's prior investment funds and accounts. The General Partner cannot provide assurance that it will be able to choose, make and realize investments in any particular company or group of companies. There is no assurance that the Funds will be able to generate returns for their investors or that the returns will be commensurate with the risks of investing in the type of assets, companies, industries

and transactions described herein. An investment in the Funds should only be considered by persons who can afford a loss of their entire investment. There can be no assurance that projected or targeted returns for the Funds will be achieved.

#### *Nature of Investment*

An investment in the Funds requires a long-term commitment, with no certainty of return. Because of the nature of the Funds' investments and investment strategy, there can be no assurance that the Funds will be able to realize returns on such investments in a timely manner or at all. The return of capital and the realization of gains, if any, from an investment generally are expected to occur only upon the partial or complete disposition or refinancing of such investment, which may occur years after such investment is made, if at all. While an investment may be sold at any time, it is generally expected that such disposition will not occur for a number of years after the initial investment.

#### *Restrictions on Transfer and Withdrawal; Lack of Liquidity*

The Fund interests have not been registered under the Securities Act or the securities laws of any state or other jurisdiction, and cannot be resold unless they are subsequently registered under the Securities Act and other applicable securities laws or an exemption from registration is available. There is no public market for the Fund interests and none is expected to develop. In addition, the Fund interests are not transferable except with the prior consent of the General Partner, which may be withheld by the General Partner in its sole discretion, and subject to the terms and conditions of the partnership agreements. Investors may not withdraw capital from the Funds. Accordingly, an investment in the Funds should be regarded as illiquid, and investors will be required to bear the risk of their investment for an extended period of time.

In addition, the interests of the limited partners are subject to a right of first refusal, pursuant to which the limited partners and the General Partner or its affiliates are entitled, but not obligated to, buy such limited partner's Interest. Such right of first refusal is likely to negatively impact the value of such interests.

#### *Reliance on Professionals*

The success of the Funds depends, to a significant extent, upon the continued services of the principals and the other investment professionals (the individuals who are material to the Fund's success are not limited to the principals of Edge). Any of these individuals could be difficult to replace, and the loss of any of them could have a material adverse effect on the investment results and prospects of the Funds.

#### *Limited Partners' Lack of Operating Control of Underlying Investments*

The selection, negotiation, and structuring oversight policies of the Funds are determined by the General Partners. To the extent permitted by the partnership agreements, these policies may be changed from time to time at the discretion of the General Partners without the consent or the ratification of the investors. Although the General Partners have no present intention to make any such changes, any such changes could be detrimental to the value of the Fund interests.

#### *Management Company's Lack of Complete Control Over Investments*

Under certain circumstances the investment recommendations and decisions of the General Partners will be subject to the approval of the advisory committee, the limited partners or investment-level joint venture partners, co-investors or other stakeholders. Consequently, the General Partners may not be solely in control of the acquisition, financing and disposition of all investments in the Funds' portfolios and the construction of the portfolios may be negatively impacted, as the Funds' investment strategies and targeted

returns are premised upon the opportunity to assemble, manage, finance, retain and harvest complete and balanced portfolios.

#### *Limited Partners Will Not Participate in Management of the Fund*

Investors in the Funds will not have the right to participate in the management of the Funds or in decisions made by the General Partners of the Funds on their behalf. As a result, investors will have almost no control over their investments in the Funds or their prospects with respect thereto.

#### *Liability and Standard of Care*

The Funds, the General Partners and the Management Company utilize the services of attorneys, accountants and other consultants in their operations. The Funds, the General Partners and the Management Company generally rely upon such advisors for their professional judgment with respect to legal, tax and other regulatory matters. Nevertheless, there exists a risk that such advisors may provide incorrect advice from time to time. None of the Funds, the General Partners or the Management Company will have any liability to limited partners for any reliance upon such advice. Whenever the General Partners or the Management Company make a determination or use their discretion, unless otherwise indicated in the Partnership Agreement, they shall do so in their sole and absolute discretion.

The Partnership Agreements will limit the circumstances under which the General Partners can be held liable to the Funds. As a result, the limited partners may have a more limited right of action in certain cases than they would in the absence of such limitations.

#### *Availability of Suitable Investment Opportunities; Limited Number of Investments*

The real estate investment industry in which the Funds will be engaged is highly competitive, and the identification of attractive investment opportunities fitting the Funds' investment objectives is difficult and involves inherently a high degree of uncertainty. There can be no assurance that the Funds will be able to locate and complete investments that satisfy the Funds' rate of return and investment objectives or realize upon their values or that the Funds will be able to invest fully their committed capital. Additionally, the Funds may participate in only a limited number of investments and, as a consequence, the aggregate return of the Funds may be substantially and adversely affected by the unfavorable performance of a single investment.

#### *Possible Lack of Diversification*

While the General Partners intend to employ some degree of portfolio diversification as one of its risk management strategies, the Funds are expected to participate in a limited number of investments and there can be no assurances concerning the diversification of the investments of the Funds either by geographic region or asset type. Further, there can be no assurance that such diversification will be available on terms acceptable to the Funds. To the extent the Funds concentrate their investments in certain geographic markets, adverse events or conditions affecting these markets in particular could have a more negative effect on the financial condition and operations of the Funds than if their investments were more geographically diverse and, as a consequence, the aggregate returns and performance of the Funds may be substantially affected by the unforeseeable performance of even a single investment or market in which an investment of the Funds is located. A limited degree of diversification increases risk because, as a consequence, the aggregate return of the Funds may be substantially adversely affected by the unfavorable performance of even a single investment. In addition, limited partners have no assurance that as the Funds continue to invest the degree of diversification in the investments of the Funds will increase, with respect



to asset category, geographic location or other risk exposure. Portfolio diversification will decrease as the investments of the Funds are divested following the Commitment Period.

#### *Mandatory Withdrawal*

The General Partners have the authority to require an investor withdraw from a Fund prior to the termination and liquidation of the Fund if the General Partner determines that the continued participation in the Fund of such investor could materially adversely affect the Fund. An investor required to withdraw early from a Fund could suffer a material loss on its investment.

#### *Fair Value Asset Valuation; Uncertain Asset Valuation*

The investments of the Funds will be presented in its financial statements on a “fair value basis.” In the case of many of the investments, it is unlikely that readily available price quotations will exist. Unlike exchange listed and other readily available tradeable securities, many types of real estate assets cannot be marked to an established market. Certain actions by the General Partners and/or the Management Company, such as the sale of investments, will be based on the General Partners’ and/or the Management Company’s estimate of the value of the investments in the Funds. Accordingly, limited partners will need to rely on the judgment of the General Partners for valuing and pricing the investments of the Funds, both for financial statement purposes and in connection with disposing of such investments. A valuation is only an estimate of value and is not a precise measure of realizable value. Ultimate realization of the value of an asset depends to a great extent on economic and other conditions beyond the control of the Funds. Further, valuations do not necessarily represent the price at which an investment would sell since market prices of investments can only be determined by negotiation between a willing buyer and seller. If the Funds were to liquidate a particular investment, then the realized value may be more than or less than the appraised valuation of such asset.

#### *Risks of Leverage*

The Funds intend to employ leverage within the limitations set forth in the Partnership Agreements. The amount of borrowings which the Funds may have outstanding and/or to which their investments may be subject at any time may be large in relation to its capital, the then current value of their investments and/or their uncontributed capital commitments. Although the use of leverage may enhance returns, it will also substantially increase the risk of loss of the Funds. Because borrowings may be cross-collateralized, it is likely that the Funds could experience concurrent foreclosures of multiple financed assets, accompanied by attendant losses upon lender liquidations.

In addition, fluctuations in market values may significantly decrease the availability, and increase the costs, of real estate mortgage loans. The ability to obtain financing quickly and on reasonable terms is important to the success of the Funds. Any dramatic change in the real estate business may substantially increase the risks that the Funds will not be able to obtain such financing. Furthermore, the use of leverage will subject the Funds to risks normally associated with debt financing, including the risk that the cash flow of the Funds will be insufficient to meet required payments of principal and interest, the risk that the indebtedness on the investments will not be able to be refinanced and the risk that the terms of any refinancing will not be as favorable as the terms of the existing indebtedness. The Funds may, under some circumstances, be required to liquidate assets to service interest and principal obligations on leveraged assets. If the Funds default on indebtedness secured by a particular property, then the lender may foreclose and the Funds could lose their entire investment in the property. Even with respect to nonrecourse indebtedness, the lender may have the right to recover deficiencies from the Funds in certain circumstances, including fraud and environmental liabilities. Moreover, if the Funds are required to deleverage as a result of changing market

conditions, to comply with the limitations on their ability to leverage or otherwise, then they may be forced to sell investments at inopportune times or at disadvantageous prices.

The Funds have and may in the future obtain one or more credit facilities, including at the discretion of the General Partners, from an affiliate, secured directly or indirectly by pledges of the partners' uncontributed capital commitments. From time to time, the Funds obtain additional financing through repurchase agreements, term debt or other secured or unsecured borrowings, as determined by the General Partners, in order to provide additional investment capital and enhance returns and may secure its obligations under such borrowings by pledging the rights of the General Partners to call the Funds' uncontributed capital commitments to one or more lenders or granting a security interest in the target investment portfolio of the Funds. The failure to maintain a debt-to-equity ratio at specified levels may result in additional borrowings being unavailable, cash being diverted to amortize principal of outstanding borrowings, additional equity contributions being required or the liquidation of the investments of the Funds in order to satisfy such limitations. In the event the Funds consist of more than one partnership, parallel fund, alternative investment vehicle or separate account, such entities may be directly or effectively jointly and severally liable for borrowings, and consequently an investor's particular vehicle(s) may bear more than its respective pro rata share of any such indebtedness and the attendant risks of such leverage. While it is expected that such vehicles would have reimbursement or other "make whole" arrangements among them, such arrangements may prove unenforceable or otherwise insufficient. In connection with any credit facility borrowings used by the Funds, the Funds may be required to make certain representations and warranties to one or more lenders. The Funds may also be required to indemnify the lenders pursuant to any credit facility in case any such representations and warranties are inaccurate. These arrangements may create contingent liabilities of the Funds, for which the General Partners may establish reserves or escrow accounts. The Funds may also be unable to obtain such credit facilities, which would decrease the likelihood that the Funds will obtain its targeted returns.

Additionally, if one or more banking institutions, which are a party to such credit facility, fails to fund a request (or any portion of such request) by the Funds to borrow money, the ability of the Funds to make investments, fund operations and pay debt service could be reduced, each of which could adversely affect the operations of the Funds.

#### *Variable Interest Rates*

The Funds or their subsidiaries may incur indebtedness that may bear interest at variable rates. Variable rate debt creates higher debt service requirements if market interest rates increase, which would adversely affect the Funds. The Funds or their subsidiaries may in the future engage in transactions to limit their exposure to rising interest rates as it deems appropriate and cost effective, which transactions could expose the Funds to the risk that counterparties to such transactions may not perform and cause the Funds to lose the anticipated benefits therefrom, which would have the adverse effect of exposing the Funds to increases in interest rates.

#### *Risk of Bridge Financings*

The Funds may make an investment with the intent of financing or otherwise reducing the investment of the Funds shortly after the closing of such investment. There can be no assurance in such instances that the Funds will be successful in completing such financings or other transactions designed to reduce or leverage the Funds' investment, or that the terms of such financings will be attractive when closed. If the Funds are unable to complete such an anticipated transaction, then its investments will be less diversified than the General Partners may have intended.

### *Distributions in Kind*

Although, under normal circumstances, the Funds intend to make distributions in cash or in publicly traded securities, it is possible that under certain circumstances (including the liquidation of the Funds) distributions may be made in kind and could consist of securities for which there is no readily available public market.

### *Risks Upon Dispositions of Investments*

In connection with the disposition of an investment in a portfolio company, the Funds may be required to make representations about the business and financial affairs of itself or the portfolio company typical of those made in connection with the sale of a business. It may also be required to indemnify the purchasers of such investment to the extent that any such representation turns out to be inaccurate. These arrangements may result in contingent liabilities of the Funds, which might ultimately have to be funded by the investors to the extent that such contingent liabilities exceed the reserves and other assets of the Funds and such investors have received prior distributions from the Funds.

### *End of Partnership Term*

The Funds in the past and may again in the future have difficulty or be unable to dispose of their assets at the end of the terms of the Funds, thus delaying the liquidation of the Funds and the distribution of funds to the Partners.

### *Legal, Regulatory and Tax Risks*

The legal, regulatory and tax considerations affecting the Funds are complicated and subject to change and any such changes that occur during the term of the Funds may adversely affect the Funds.

In addition, other legal, tax and regulatory changes could occur during the term of the Funds that may adversely affect the Funds. For example, from time to time, the market for private investment fund transactions has been adversely affected by a decrease in the availability of senior and subordinated financing for transactions, in part in response to regulatory pressures on providers of financing to reduce or eliminate their exposure to such transactions. In addition, private investment funds and their investment advisers may be subject to increased regulation, taxation or other scrutiny by regulators or other market participants. There can be no assurance as to whether any such scrutiny or initiatives will have an adverse impact on the private investment fund industry generally or on the Funds, the General Partners or the Management Company, including the ability of the Funds to take the measures necessary to effect operating improvements or restructurings of portfolio companies or otherwise achieve its objectives.

### *Changes in Applicable Law*

The Funds must comply with various legal requirements, including requirements imposed by United States and foreign anti-money laundering laws, securities laws, commodities laws, tax laws and pension laws. Should any of those laws change during the term of the Funds, the legal requirements to which the Funds and the investors may be subject could differ materially from current requirements and may adversely affect the Funds. Furthermore, the U.S. securities laws applicable to the Fund interests, the Funds, the General Partners or the Management Company are constantly under review by persons involved in the legislative process and by the SEC, resulting in revisions of regulations and revised interpretations of established concepts as well as statutory changes. These laws may be modified by legislative, judicial or administrative action at any time. Also, the SEC has amended the rules promulgated under the Advisers Act with respect to political contributions and payments by investment advisers to third parties in

connection with the solicitation of government clients. These revisions to the U.S. securities laws and interpretations thereof and potential future revisions and interpretations could adversely affect the Funds' interests, the Funds, the General Partners or the Management Company and, in that regard, could require modifications to the Funds' intended investment program or increase compliance costs of operating the Funds. Other jurisdictions are similarly reviewing their respective laws, regulations and policies with respect to private investment funds and their investment advisers and any changes thereto may have an adverse effect on the Fund's interests, the Funds, the General Partners or the Management Company.

#### *Recent Tax Legislation*

On December 22, 2017, President Trump signed into law H.R. 1, known as the "Tax Cuts and Jobs Act" (the "TCJA"). The TCJA is the most far-reaching tax legislation to be passed in over 30 years. The provisions of the TCJA generally apply to taxable years beginning after December 31, 2017. Significant provisions of the TCJA that prospective purchasers of Interests should be aware of include provisions that: (i) lower the corporate income tax rate to 21%, (ii) provide noncorporate taxpayers with a deduction of up to 20% of certain income earned through partnerships and REITs, (iii) generally limit the deduction for net interest expense incurred by a business to 30% of the "adjusted taxable income" of the taxpayer, subject to certain exceptions, including for an electing real property trade or business, (iv) expand the ability of businesses to deduct the cost of certain property investments in the year in which the property is purchased, and (v) generally lower tax rates for individuals and other noncorporate taxpayers, while limiting deductions such as miscellaneous itemized deductions and state and local tax deductions. The TCJA also modified the treatment of the carried interest of General Partners by denying long-term capital gain treatment to the General Partners' carried interest share of gains from sales of capital assets unless the asset has been held for three years, which, in addition to reducing the after-tax value of carried interest from sales of capital assets not held for more than three years, may have the effect of increasing the amount of tax distributions to which the General Partners otherwise would be entitled and/or reducing the amount of a potential clawback payment as compared to the amount that otherwise would be owed.

#### *Alternative Investment Fund Managers Directive*

The EU Alternative Investment Fund Managers Directive (the "AIFMD") came into effect on July 22, 2013. The AIFMD regulates the activities of private fund managers undertaking fund management activities or marketing fund interests to investors within the European Union ("EU"). If any Funds are marketed to EU-based investors after July 22, 2013: (i) such Funds will be subject to certain reporting, disclosure and other compliance obligations under the AIFMD, which may result in the Funds incurring additional costs and expenses; and (ii) the AIFMD will also restrict certain activities of the Funds in relation to EU portfolio companies including, in some circumstances, the Funds' ability to recapitalize, refinance or potentially restructure an EU portfolio company within the first two years of ownership. In addition, it is possible that some EU jurisdictions will elect to restrict or prohibit the marketing of non-EU funds to investors based in those jurisdictions, which may make it more difficult for the Funds to raise its targeted amount of commitments.

#### *Public Disclosure Obligations*

The Funds may be required to disclose confidential information relating to the Funds, their investments, their financial results and their investors to third-parties that may request such information if and to the extent required by federal, state or local law or regulation applicable to the Funds or any of their investors, including those investors that are public agencies or governmental bodies. There can be no assurance that such information will not be disclosed either publicly or to regulators, or otherwise. In addition, the Funds, the General Partners or the Management Company may be required to disclose information about the investors, including their identities. Such disclosure obligations may adversely affect certain investors,

particularly investors who are not otherwise subject to public disclosure of information relating to the private holdings of funds in which they invest.

### *Real Estate Risks Generally*

Real property investments are subject to varying degrees of risk. Real estate values are affected by a number of factors, including: (i) changes in the general economic climate, including as a result of government-imposed sanctions; (ii) local market conditions (such as an oversupply of space or a reduction in demand for space); (iii) the quality and philosophy of management; (iv) competition based on rental rates; (v) attractiveness and location of the properties; (vi) financial condition of tenants, buyers and sellers of properties; (vii) quality of maintenance, insurance and management services; (viii) changes in operating costs; (ix) changes in interest rates and the availability of financing; (x) uninsured losses or delays from casualties or condemnation; (xi) global and local government regulations (including those governing usage, improvements, zoning and taxes and those which may impact markets and supply chains); (xii) potential liability under changing environmental and other laws; (xiii) structural or property-level latent defects; (xiv) acts of God; and (xv) other factors beyond the control of the General Partners. Investments in existing entities (e.g., buying out a distressed partner or acquiring an interest in an entity that owns a real property) could also create risks of successor liability.

### *Third-Party Involvement*

The Funds frequently co-invest with third-parties through partnerships, joint ventures or other entities. Such investments involve risks not present in investments where a third-party is not involved, including the possibility that: (i) the Funds and such third-party partner or partners may reach an impasse on a major decision that requires the approval of both parties; (ii) the third-party partner or partners may at any time have economic or business interests or goals that are inconsistent with those of the Funds; (iii) the third-party partner or partners may encounter liquidity or insolvency issues or may become bankrupt; (iv) the third-party partner or partners may be in a position to take action contrary to the Funds' investment objective; (v) the third-party partner or partners may take actions that subject the property to liabilities in excess of, or other than, those contemplated; or (vi) in certain circumstances the Funds may be liable for actions of their third-party partner or partners. In addition, the Funds may rely upon the abilities and management expertise of a third-party partner or partners, or their affiliates. It may also be more difficult for the Funds to sell their interest in any joint venture, partnership or entity with other owners than to sell its interest in other types of investments. The Funds may grant a third-party partner or partners joint approval rights with respect to major decisions concerning the management and disposition of the investment, which would increase the risk of deadlocks. A deadlock could delay the execution of the business plan for the investment or require the Funds to engage in a buy-sell of the venture with the third-party partner or partners or conduct the forced sale of such investment. As a result of these risks, the Funds may be unable to fully realize their expected return on any such investment.

### *Third Party Fees*

For certain investments, the Funds invest alongside and/or act in conjunction with certain third parties (for example, service providers, operators, developers, intermediaries and/or outside investors) for competitive, strategic or other reasons determined by Edge or its affiliates, typically by forming joint ventures or similar arrangements. When a Fund makes such joint venture or similar investments with a third party, such third parties are expected to receive compensation that may include, among other payments, one or more of the following: asset management fees, property management fees, leasing fees, development and construction related fees, promotes or carried interests, diligence and acquisition fees, exit fees, promote fees or other incentive based compensation. Any compensation paid to such third parties will indirectly be borne by

Fund investors and will not offset the management fee. In such instances Fund investors will bear multiple layers of fees both at the Fund level and indirectly at the portfolio company joint venture level.

#### *Refurbishment, Re-development and Development Risks*

The Funds acquire equity or debt interests in investments requiring refurbishment, re-development or actual developments. To the extent that the Funds invest in such activities, they will be subject to all of the risks normally associated with development activities. Such risks include, without limitation, risks relating to (i) the availability and timely receipt of zoning and other regulatory approvals, (ii) the cost and timely completion of construction (including risks beyond the control of the Fund, such as the weather, labor conditions or material shortages) and (iii) the availability of both construction and permanent financing on favorable terms. These risks could result in substantial unanticipated delays or expenses and, under certain circumstances, could prevent completion of any refurbishment, re-development or development activities once undertaken, any of which could have an adverse effect on such investment and on the amount of funds available for distribution to investors.

#### *Uninsured Losses*

The Funds will likely maintain insurance coverage against liability to third parties and property damage as is customary for similarly situated businesses. However, there can be no assurance that insurance will be available or sufficient to cover any such risks. There are certain types of losses (generally of a catastrophic nature such as those caused by fire, flood, freeze, hail, hurricanes, drought, severe frost, disease, pests, riots and wars) that are uninsurable, not fully insurable or not insurable on economically feasible terms. If such losses occurred to the investment assets, the Funds could lose both their invested capital and profits anticipated therefrom, and investors could lose their investment, except for the value of the underlying real estate remaining after such event.

#### *Maintenance Costs*

The cost of maintaining the Funds' investment assets may be substantial. There is no assurance that the Funds will be operated on a profitable basis. The Funds will plan for adequate working capital to maintain the assets; however, if circumstances change or if the Funds' projections prove inaccurate, the Funds may not have sufficient working capital to maintain the assets properly. The management fee will constitute an expense of the Funds that is payable without regard to the profits or profitability of the Funds. There can be no assurance that the General Partners' decisions with respect to these matters will result in future profitability of the operations or potential development.

#### *Ability to Resell the Property; No Assurance of Property Appreciation or Profits*

The resale potential of the investment assets will be affected by those conditions that affect the value of real estate in general, including the possibility of increased interest rates, declining real estate values, low demand for various types of real estate, changes in demographics, changes in tax laws affecting real estate owners, competition from other properties located in the area, zoning changes, or unfavorable general or local economic conditions. Although the Funds in some cases will be seeking real estate that it anticipates will be in the path of development or other resale potential, there can be no assurance that any of the properties acquired by the Funds will be developed for residential, commercial or any other purpose or increase in value during the time period anticipated by the Funds or at any time. Further, no assurance can be given that there will be a ready market for these properties at the time the Funds elect, or are forced, to sell. All investments in real property are illiquid.

### *Sale of Investments*

When selling investments, the Funds may find it necessary or desirable to provide secondary financing to purchasers. In the event the Funds find it necessary or desirable to provide such secondary financing, a liquidation of the Funds may be delayed beyond the anticipated terms of the Funds until the proceeds are collected. In addition, the Funds will be subject to the risk of a default by the buyer with respect to any such secondary financing and will be subordinated to any primary financing obtained by the buyer.

### *Investment in Distressed Assets*

The Funds make investments that either are or may become non-performing or otherwise troubled. These investments may experience financial difficulties that may never be overcome, and there can be no assurance that the Funds' rate of return objectives will be realized or that there will be any return of capital. The Funds' investments are likely to be subject to the prior interests of a mortgage lender, which could foreclose on its mortgage (and wipe out the Funds' investment) if a mortgage default occurred. Investments in properties operating under the close supervision of a mortgage lender or under certain bankruptcy laws are, in certain circumstances, subject to certain additional potential liabilities, which may exceed the value of the Funds' original investment. In addition, lenders who have inappropriately exercised control over the management and policies of a debtor may have their claims subordinated or disallowed or may be found liable for damages suffered by parties as a result of such actions. Investments in properties operating in workout modes or under Chapter 11 of the United States Bankruptcy Code are, in certain circumstances, subject to certain additional potential liabilities that may exceed the value of the Funds' original investment. Under certain circumstances, payments to the Funds and distributions by the Funds to investors may be reclaimed if such payments or distributions are later determined to have been fraudulent conveyances or preferential payments. Numerous other risks also arise in the workout and bankruptcy contexts. For instance, it is possible that the General Partners may find it necessary or desirable to foreclose on collateral securing one or more real estate loans purchased by the Funds. The foreclosure process varies jurisdiction by jurisdiction and can be lengthy and expensive. In some jurisdictions, foreclosure actions can take up to several years or more to conclude. During the foreclosure proceedings, a borrower may have the ability to file for bankruptcy or enter into receivership, administration or its equivalent, potentially staying the foreclosure action or further delaying the foreclosure process. Foreclosure litigation tends to create a negative public image of the collateral property and may result in disrupting ongoing leasing and management of the property.

### *Acquisition of Real-Estate Related Businesses*

The Funds acquire, or make equity or debt investments in, real estate companies or other operating companies. The Funds sometimes effect such acquisitions through corporate transactions in which the Funds assume substantially all of the liabilities of the acquired company, including potential environmental liabilities, liabilities associated with employee claims and liabilities associated with claims by tenants, vendors and other persons. The Funds may be unable to integrate such new acquisitions quickly and efficiently into its existing operations or to otherwise effect its business strategy with respect to such new acquisitions and, as a result, the financial conditions of the Funds could be adversely affected.

### *Volatility of Property Income*

The volatility of operating income for a property also may be influenced by matters such as: the length of tenant leases; the creditworthiness of tenants; the level of tenant defaults; the ability to convert an unsuccessful property to an alternative use; new construction in the same market as the subject property; rent control laws or other laws impacting operating costs; the number and diversity of tenants; the

availability of trained labor necessary for tenant operations; the rate at which new rentals occur; and the property's operating leverage (which is the percentage of total property expenses in relation to revenue), the ratio of fixed operating expenses to those that vary with revenues, and the level of capital expenditures required to maintain the property and to retain or replace tenants. A decline in the general economy and/or the real estate market or in the financial condition of a major tenant will tend to have a more immediate negative effect on the net operating income of properties with short-term revenue sources (such as short-term or month-to-month leases) and may lead to higher rates of delinquency or defaults under mortgage loans secured by such properties.

#### *Termination or Expiration of Leases*

The properties of the Funds are sometimes subject to existing leases with major tenants occupying a substantial portion of the properties. There can be no assurance that the Funds will be able to retain tenants in any of their respective properties upon the expiration of their leases. Upon the expiration or early termination of such leases, the availability of the large blocks of space they cover may have an adverse effect on the ability of the Funds to achieve the lease terms and rents they might otherwise be able to achieve if space were to turn over in smaller portions, spread out over a period of time. If the space is suited to the particular needs of a former tenant, then the Funds may have difficulty finding a new tenant for the space or may need to redevelop such space.

#### *Unable to Lease Properties*

Any of the properties of the Funds could become partially or completely vacant in the future. If the Funds are unable to re-lease these properties and generate sufficient cash flow to replace or exceed that amount lost due to the vacancy, the Funds will be required to recognize a financial loss as to that property, which could reduce the operating results and ability to make distributions of the Funds. Furthermore, there may be limited recovery against tenants in some leases and/or jurisdictions for tenant default.

#### *Sale-leaseback Transactions*

The Funds have in the past and may again in the future enter into sale-leaseback transactions, whereby they would lease the properties they purchased back to the sellers of such properties. A transaction structured as a sale-leaseback may be re-characterized as either a financing or a joint venture, either of which outcomes could adversely affect the Funds from a business and financial perspective. If the sale-leaseback were re-characterized as a financing, the Funds might not be considered the owner of the property, and as a result, would have the status of a creditor in relation to the tenant. In that event, the Funds would no longer have the right to sell or encumber its ownership interest in the property. Instead, the Funds would have a claim against the tenant for the amounts owed under the lease, with the claim arguably secured by the property. The tenant/debtor might have the ability to propose a plan restructuring the term, interest rate and amortization schedule of its outstanding balance. If confirmed by the bankruptcy court, the Funds could be bound by the new terms, and prevented from foreclosing its lien on the property. If the sale-leaseback were re-characterized as a joint venture, the Funds and its tenant could be treated as co-ventures with respect to the property. As a result, the Funds could be held liable, under some circumstances, for debts incurred by the tenant relating to the property. Either of these outcomes could adversely affect the cash flow of the Funds and the amount available for distributions to limited partners.

In the event that any sale-leaseback transaction is challenged and re-characterized as a financing transaction or a loan for U.S. federal income tax purposes, deductions for depreciation and cost recovery relating to such property would be disallowed. If a sale-leaseback transaction entered into by any REIT subsidiary or any entities through which a REIT subsidiary invests were so re-characterized, such REIT subsidiary might fail to satisfy the REIT qualification "asset tests" or "income tests" and, consequently,



lose its REIT status effective with the year of re-characterization. Alternatively, the amount of such REIT subsidiary's taxable income could be recalculated which might also cause it to fail to meet the distribution requirement for a taxable year.

### *Regulatory Matters*

The investment assets to be acquired by the Funds will be subject to numerous federal, state and local laws and regulations concerning environmental and safety matters, zoning, development, utilities, land use, and similar laws and regulations. Although the Funds do not anticipate incurring any material costs in compliance with such laws and regulations beyond those regularly incurred, there can be no assurance that future changes in such laws and regulations will not have a material effect on the Funds' operations.

### *Investment Related Projections*

Projections prepared with respect to the operating results of a company or the financial performance of an investment will be based, in part, on information provided by such target company or the seller of such investment. In all cases, projections are only estimates of future results and are based upon assumptions made at the time the projections are developed. There can be no assurance that the results set forth in any projections will be attained, and actual results may be significantly different from such projections. Also, general economic factors, which are not predictable, can have a material impact on the reliability of projections.

### *Multi-Step Acquisitions*

In the event the Funds choose to effect a transaction by means of a multi-step acquisition, there can be no assurance that the remainder can be successfully acquired. This could result in the Funds having only partial control over the investment or partial access to its cash flow to service debt incurred in connection with the acquisition.

### *Global Economic Conditions; Market Dislocation*

General global economic conditions may affect the Funds' activities. Interest rates, general levels of economic activity, fluctuations in the market prices of securities and participation by other investors in the financial markets may affect the value of investments made by the Funds. Instability in the securities markets may increase the risks inherent in portfolio investments made by the Funds. To the extent that marketplace events worsen, this may have an adverse impact on the availability of credit to businesses generally and could lead to an overall weakening of the U.S. and global economies. Any resulting economic downturn could adversely affect the financial resources of the Funds' portfolio companies and their ability to make principal and interest payments on, or refinance, outstanding debt when due. In the event of such defaults, the Funds could lose both invested capital in and anticipated profits from such portfolio companies.

In addition, current global economic conditions may materially and adversely affect (i) the ability or willingness of certain counterparties to do business with the Funds or its affiliates; (ii) the Funds' exposure to the credit risk of others in its dealings with various counterparties; (iii) demand for the products and services offered by the Funds' portfolio companies; (iv) growth opportunities for the Funds' investments; (v) the Funds' ability to exit their investments at desired times, on favorable terms or at all; (vi) availability of reliable insurance on favorable terms or at all; and (vii) the ability of the Funds' investors to meet their obligations to the Funds in a timely manner or at all.

### *Market Conditions*

The Funds' strategy in some investments are based, in part, upon the premise that real estate businesses and assets will be available for purchase by the Funds at prices that the General Partners consider favorable. Further, the Funds' strategy for an investment rely, in part, upon the continuation of existing market conditions (including, for example, supply and demand characteristics), or in some circumstances, a local market recovery or improvement in market conditions over the projected holding period for the investments. No assurance can be given that real estate businesses and assets can be acquired or disposed of at favorable prices or that the market for such assets will either remain stable, or as applicable, recover or improve, since this will depend, in part, upon events and factors outside the control of Edge.

### *Foreign Investment*

The Funds may invest a portion of aggregate capital commitments in investments located outside of the United States. Any non-U.S. investments entail additional risks including, without limitation, the risk of adverse changes in the applicable foreign exchange rate(s) and risks of expropriation, nationalization, repatriation, and the imposition of restrictions or government-imposed sanctions on foreign investments.

### *Financial Conditions of Tenants*

Adverse changes in the operation of any property, or the financial condition of any tenant, could have an adverse effect on the Funds' ability to collect rent payments and, accordingly, on its ability to make distributions to its investors. A tenant may experience, from time to time, a downturn in its business which may weaken its financial condition and result in its failure to make rental payments when due. At any time, a tenant may seek the protection of applicable bankruptcy or insolvency laws, which could result in the rejection and termination of such tenant's lease or other adverse consequences and hereby cause a reduction in distributions to the Funds' investors. No assurance can be given that the tenants will not file for bankruptcy protection in the future or, if they do, that their leases will continue in effect.

### *Catastrophic and Force Majeure Events; Business Continuity and Disaster Recovery*

Edge and its clients' business operations may be vulnerable to disruption in the case of catastrophic events such as fires, earthquakes, adverse weather conditions, natural disasters, changes in law, strikes, equipment failures, casualties, inability to procure equipment, eminent domain, war, riots, terrorist attacks, cyber-attacks, pandemics, endemics and other widespread public health emergencies, including outbreaks of infectious diseases such as SARS, H1N1/09 flu, avian flu, Ebola and the current outbreak of COVID-19 (as defined below), or other circumstances resulting in property damage, network interruption and/or prolonged power outages. These events could result in market volatility and disruption, and future such emergencies have the potential to materially and adversely impact economic production and activity in ways that are impossible to predict, all of which may result in significant losses to a Fund.

In addition, these events could result in disruption to Edge and the Funds' business operations. Although Edge has implemented, or expects to implement, measures to manage risks relating to these types of events, there can be no assurances that all contingencies can be planned for. These risks of loss can be substantial and could have a material adverse effect on Edge or the Funds.

### *Availability of Insurance Against Certain Catastrophic Losses*

Certain losses of a catastrophic nature, such as wars, earthquakes, floods, landslides, hurricanes, tornados, terrorist attacks or other similar events, may be either uninsurable or insurable at such high rates that to maintain such coverage would cause an adverse impact on the related investments. To the extent losses

related to such events are insurable at all, they may have high deductibles and other important limitations on coverage. In certain cases, such insurance may be unavailable or cost prohibitive. As a result, not all investments may be insured against such events, or such insurance may be obtained notwithstanding the high cost. If a major uninsured or underinsured loss occurs, the Funds could lose both invested capital in, and anticipated profits from, the affected investments. In addition, high insurance costs could negatively impact the Funds' returns.

### *Environmental and Contingent Liabilities*

The Funds' investments will be subject to various federal, state and local laws, ordinances, regulations and administrative rulings, which, among other things, establish standards for the treatment, storage and disposal of solid and hazardous waste. Under such laws, ordinances, regulations and administrative rulings, an owner of real property may be liable for the costs of removal or remediation of certain hazardous or toxic substances on or in such property. Often joint and several liability is imposed on past and present owners and users of real property for hazardous substance remediation and removal costs without regard to whether the owner knew of, or was responsible for, the presence of such hazardous or toxic substances. Certain federal, state and local laws, regulations and ordinances govern the removal, encapsulation or disturbance of asbestos-containing materials ("ACMs") when such materials are in poor condition or in the event of construction, remodeling, renovation or demolition of a building. These laws may impose liability for release of ACMs and may provide for third parties to seek recovery from owners or operators of real property for personal injury associated with ACMs. The cost of any required remediation and the owner's liability therefore as to any property generally are not limited under such laws and could exceed the value of the property and/or the aggregate assets of the owner. The Funds may, but are not obligated to, purchase adequate insurance to cover the risk of loss from environmental claims based on environmental problems. The presence of such hazardous substances, or the failure to properly remediate contamination from such hazardous substances, may adversely affect the owner's ability to sell the real estate or to borrow funds using such property as collateral, which could have an adverse effect on the Funds' return from such investment. Also, in connection with the disposition of a property, the Funds may be required to make representations about any contingent liabilities inherent in the real estate, such as environmental clean-up costs. The Funds also may be required to indemnify the purchasers of such property to the extent that any such representations are inaccurate. These arrangements may result in contingent liabilities for which the Funds may establish reserves or escrows. Additionally, changes in environmental laws or in the environmental condition of an asset may create liabilities that did not exist at the time of acquisition and could not have been foreseen.

### *Impact of Climate Change*

There is significant concern from members of the scientific community and the general public that an increase in global average temperatures due to emissions of greenhouse gases and other human activities have or will cause significant changes in weather patterns and increase the frequency and severity of climate stress events. Climate change, including the impact of global warming, creates physical and financial risk. Physical risks from climate change include an increase in sea level and changes in weather conditions, such as an increase in intense precipitation and extreme heat events, as well as tropical and non-tropical storms. The occurrence of one or more natural disasters, such as hurricanes, fires, floods, and earthquakes (whether or not caused by climate change), could cause considerable damage to one of the Funds' properties, disrupt the Funds' operations and negatively impact the Funds' returns. To the extent these events result in significant damage to one or more of the Funds' properties, the Funds' operations and financial performance could be adversely affected through lost tenants and an inability to lease or re-lease the space. In addition, these events could result in significant expenses to restore or remediate a property, increases in fuel (or other energy) prices or a fuel shortage and increases in the costs of insurance if they result in significant loss of property or other insurable damage.

### *General Tax Considerations*

The Funds are expected to be treated as a partnership for U.S. federal income tax purposes. Each investor, in determining its U.S. federal income tax liability, will take into account its allocable share of items of income, gain, loss, deduction and credit of the Funds, without regard to whether it has received distributions from the Funds. The Funds may engage in hedging or other similar transactions to protect against interest rate and other risks, and may use current income or proceeds from the sale of assets to pay outstanding liabilities, all of which could cause the Funds, and consequently their investors, to recognize taxable income without receiving any cash. Accordingly, an investor's tax liability attributable to the Funds could exceed the cash distributions from the Funds in any year, and in such case, the investor would have to satisfy its tax liability arising from its investment in the Funds from the investor's own funds. In addition, the Funds will not furnish the investors' final Schedule K-1s for completing their U.S. tax returns prior to April 15th of each year. The Funds will provide estimates of such tax information within 90 days after the end of each taxable year, and will provide Schedule K-1s within 180 days after the end of each taxable year (or on or before such later date that is 21 days after the Funds have received all necessary financial statements, Schedule K-1s, or other information necessary to prepare tax returns with respect to any portfolio company investment). Accordingly, the investors will likely have to file requests for extension of time to file their U.S. tax returns. As is generally the case for similar private investment vehicles, an investment in the Funds will give rise to a variety of complex U.S. federal income tax and other tax issues for investors, including issues relating to special rules applicable to certain types of investors, such as U.S. tax-exempt investors, life insurance companies, banks, individuals, dealers in securities and non-U.S. persons and entities. Prospective investors are urged to consult their own tax advisers regarding their specific tax situations, including any applicable U.S. federal, state, local and non-U.S. taxes and, in the case of prospective investors subject to special rules under U.S. federal tax laws, such as U.S. tax-exempt investors and non-U.S. investors, regarding any special issues that an investment in the Funds may raise for such investors.

### *Cybersecurity Risks*

Recent events have illustrated ongoing cybersecurity risks. To the extent that a portfolio company is subject to cyber-attack or other unauthorized access is gained to a portfolio company's systems, such portfolio company may be subject to substantial losses in the form of stolen, lost or corrupted (i) customer data or payment information; (ii) customer or portfolio company financial information; (iii) portfolio company software, contact lists or other databases; (iv) portfolio company proprietary information or trade secrets; or (v) other items. In certain events, a portfolio company's failure or deemed failure to address and mitigate cybersecurity risks may be the subject of civil litigation or regulatory or other action. The use of the internet or cloud-based programs, and data storage applications, generally heightens these risks. Any of these circumstances could subject a portfolio company, or the relevant Fund, to substantial losses, including losses relating to: misappropriations of assets, intellectual property or confidential information; corruption, deletion or destruction of data; physical damage and repairs to systems; reputational harm; financial losses from remedial actions; and/or disruption of operations. Third parties, including activist, criminal, nation-state or terrorist actors, may also attempt fraudulently to induce portfolio companies or their personnel to disclose sensitive information (including passwords) in order to gain access to data, accounts, funds or other assets, or otherwise to inflict harm. In addition, in the event that such a cyber-attack or other unauthorized access is directed at Edge or one of its service providers holding its financial or investor data, Edge, its affiliates or the Funds may also be at risk of loss, despite efforts to prevent and mitigate such risks under Edge's policies and practices.

In addition, Edge and the Funds' service providers and other market participants increasingly depend on complex information technology and communications systems to conduct business functions. These systems are subject to a number of different threats or risks that could adversely affect the Funds and its

investors, despite the efforts of Edge and the Funds' service providers to adopt technologies, processes and practices intended to mitigate these risks and protect the security of their computer systems, software, networks and other technology assets, as well as the confidentiality, integrity and availability of information belonging to the Funds and the limited partners. For example, unauthorized third parties may attempt to improperly access, modify, disrupt the operations of, or prevent access to these systems of Edge and the Funds' service providers, counterparties or data within these systems. Third parties may also attempt to fraudulently induce employees, customers, third party service providers or other users of Edge's systems to disclose sensitive information in order to gain access to Edge's data or that of the investors of the Funds. A successful penetration or circumvention of the security of Edge's systems could result in the loss or theft of a limited partner's data or funds, the inability to access electronic systems, loss or theft of proprietary information or corporate data, physical damage to a computer or network system or costs associated with system repairs. Such incidents could cause the Funds, the Edge or their service providers to incur regulatory penalties, reputational damage, additional compliance costs or financial loss.

### *COVID-19*

Currently, there is an ongoing outbreak of a novel and highly contagious form of coronavirus ("COVID-19"), which the World Health Organization formally declared in March 2020 to constitute a global "pandemic." This outbreak has caused a worldwide public health emergency, straining healthcare resources and resulting in extensive numbers of infections, hospitalizations and deaths. As a result, COVID-19 has significantly diminished global economic production and activity of all kinds and has contributed to both volatility and a severe decline in all financial markets. The ultimate impact of COVID-19 — and the resulting decline in economic and commercial activity across several of the world's largest economies — on global economic conditions, and on the operations, financial condition and performance of any particular industry or business, is impossible to predict, although ongoing and potential additional materially adverse effects, including a further global or regional economic downturn (including a recession) of indeterminate duration and severity, are possible.

The ongoing COVID-19 crisis and any other public health emergency could have a significant adverse impact and result in significant losses to a Fund. The extent of the impact on a Fund's and its portfolio companies' operational and financial performance will depend on many factors, all of which are highly uncertain and cannot be predicted, and this impact may include significant reductions in revenue and growth, unexpected operational losses and liabilities, impairments to credit quality and reductions in the availability of capital. These same factors may limit the ability of a Fund to source, diligence and execute new investments and to manage, finance and exit investments in the future, and governmental mitigation actions may constrain or alter existing financial, legal and regulatory frameworks in ways that are adverse to the investment strategy a Fund intends to pursue, all of which could adversely affect the Fund's ability to fulfill its investment objectives. They may also impair the ability of portfolio companies or their counterparties to perform their respective obligations under debt instruments and other commercial agreements (including their ability to pay obligations as they become due), potentially leading to defaults with uncertain consequences. In addition, the operations of a Fund, its portfolio companies, the General Partner, and the Management Company may be significantly impacted, or even temporarily or permanently halted, as a result of government quarantine measures, restrictions on travel and movement, remote-working requirements and other factors related to a public health emergency, including its potential adverse impact on the health of any such entity's personnel. These measures may also hinder such entities' ability to conduct their affairs and activities as they normally would, including by impairing usual communication channels and methods, hampering the performance of administrative functions such as processing payments and invoices, and diminishing their ability to make accurate and timely projections of financial performance.

### *Uncertain Economic, Social and Political Environments*

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

### *Geopolitical Economic And Market Risks*

Edge and the Funds can be adversely affected, directly or indirectly, by economic and political changes in the global markets and markets where we compete, which may be impacted by: inflation rates, recessions, trade restrictions, tariff increases or potential new tariffs, foreign ownership restrictions and economic embargoes imposed by the United States; changes in laws, taxation, and regulations and the interpretation and application of these laws, taxes, and regulations; restrictions imposed by the U.S. government or foreign governments through exchange controls or taxation policy; nationalization or expropriation of property, undeveloped property rights, and legal systems or political instability; other governmental actions; and other external factors over which we have no control. Economic and political conditions within the United States and abroad or strained relations between countries could result in fluctuations in demand, price volatility, loss of property, state sponsored cyberattacks, supply disruptions, or other disruptions. An open conflict or war across any region significant to our business could result in closures, employee displacement, and an inability to obtain key supplies and materials. Our investments are subject to risks of credit defaults and changes in market values. Periods of macroeconomic weakness or recession, heightened volatility or disruption in the financial and credit markets could increase these risks, potentially resulting in an impairment of the Funds' investments. The impact of geopolitical tension, such as a deterioration in the bilateral relationship between the United States and Russia and/or the United States and China, or the conflict between Russia and Ukraine, including the resulting sanctions, export controls or other restrictive actions that have been or may be imposed by the United States and/or other countries against governmental or other entities in, for example, Russia, also could lead to disruption, instability and volatility in the global markets, which may have an impact on our investments across negatively impacted sectors or geographies.

The foregoing list of risk factors does not purport to be a complete enumeration or explanation of the risks involved in an investment in the Funds. Prospective investors should read the Funds' governing documents in their entirety and consult their own counsel and advisors before deciding to invest in the Funds.

## **ITEM 9 – DISCIPLINARY INFORMATION**

Edge and its employees have not been involved in any legal or disciplinary events in the past 10 years that would be material to an investor's evaluation of Edge or its personnel.

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

Edge is affiliated with Aterian Investment Advisors, LLC and LS Power Equity Advisors, LLC (collectively, “Affiliated Advisers”). In addition, Edge is affiliated with LS Power Development, LLC (“LS Power Development”), which, along with its affiliates, is engaged in the development, acquisition and management of power generation and transmission infrastructure and related investment activities. Edge and its personnel periodically provide support for certain investment-related activities of Edge’s affiliates.

The Affiliated Advisers are presently registered as investment advisers with the SEC in accordance with SEC guidance. Additional information about such Affiliated Advisers is or will be available on the SEC’s website at [www.adviserinfo.sec.gov](http://www.adviserinfo.sec.gov)

### **Conflicts of Interest**

Edge and its related entities engage in a broad range of advisory and non-advisory activities, including investment activities for their own accounts, for the accounts of other Funds, and transaction-related, legal, management and other services to the Funds and portfolio companies. Edge will devote such time, personnel and internal resources as are necessary to conduct the business affairs of the Funds in an appropriate manner, as required by the relevant operative agreements. In the ordinary course of Edge conducting its activities, the interests of a Fund may conflict with the interests of Edge, one or more other Funds, portfolio companies or their respective affiliates. Certain of these conflicts of interest are discussed herein. As a general matter, Edge will determine all matters relating to structuring transactions and Fund operations in the best interest of clients using its best judgment considering all factors it deems relevant, but in its sole discretion, subject in certain cases to the required approvals by the advisory committees of the participating Funds.

Edge’s affiliates and their respective officers and employees directly or indirectly manage the assets of other funds and have other clients and business activities that may in some respects compete with the Funds for certain investments. In addition, the Funds’ investment flexibility may be constrained (e.g., the Funds may be forced to forgo certain potentially profitable investment opportunities or may be unable to dispose of an investment at an opportune time) as a result of certain material non-public information held by Edge or its affiliates or other reasons, including reasons arising from Edge’s affiliates’ management of other funds.

The Affiliated Advisers, LS Power Development and other affiliates of Edge engage in a broad spectrum of activities, including investment advisory activities. The Affiliated Advisers and other affiliates engage in investment activities for their own accounts or the accounts of others that are independent from and that can potentially conflict with those of the Funds. Edge’s affiliates may provide services to, invest in, advise, sponsor and/or act as investment manager to investment vehicles and other persons or entities, including prospective investors in the Funds, which may have similar structures and investment objectives and policies to those of the Funds. These other entities may compete with the Funds for investment opportunities or, in certain cases, may invest alongside the Funds in certain transactions.

Edge’s affiliates are not obligated to share investment ideas or opportunities with Edge or the Funds, regardless of whether such opportunities are of the same nature as investments generally recommended to the Funds. Edge’s affiliates are not obligated to consider or include the Funds or any investor in the Funds in any profits or benefits earned or derived from any investment in which the Funds did not participate. Edge has implemented policies and procedures and a compliance oversight program to address these conflicts. Edge’s senior management is responsible for ensuring that these policies and procedures are properly implemented and that all Funds are treated in a fair and equitable manner.

During the commitment period of a Fund, all appropriate investment opportunities will be pursued by Edge principals through such Fund, subject to certain limited exceptions. Without limitation, Edge principals currently manage, and expect in the future to manage, several other investments similar to those in which a Fund will be investing, and may direct certain relevant investment opportunities to those investments. Edge employees reserve the right to manage their own personal investments, whether or not through a formal family office or estate planning structure, and to pay or receive compensation relating to these arrangements. Edge's principals and Edge's investment staff will continue to manage and monitor such investments until their realization. Such other investments that Edge principals may control or manage may potentially compete with companies acquired by a Fund. Following the commitment period of a Fund, Edge principals may, and likely will, focus their investment activities on other opportunities and areas unrelated to such Fund's investments. Unless restricted by the governing documents, Edge employees are permitted to serve on boards or act in other roles unaffiliated with Edge, the Funds or their portfolio companies, including boards of charitable and educational institutions, public companies and former portfolio companies, and receive compensation in connection with such services and roles.

From time to time, Edge will be presented with investment opportunities that would be suitable for multiple Funds and other investment vehicles operated by advisory affiliates of Edge. In determining which investment vehicles should participate in such investment opportunities, Edge and its affiliates are subject to conflicts of interest among the investors in such investment vehicles. Investments by more than one client of Edge in a portfolio company may also raise the risk of using assets of a client of Edge to support positions taken by other clients of Edge.

Edge must first determine which Fund(s) will, or are required to, participate in the relevant investment opportunity. Edge generally assesses whether an investment opportunity is appropriate for a particular Fund based on the Fund's limited partnership agreement, investment objectives, strategies, life-cycle and structure. For example, a newly organized Fund generally will seek to purchase a disproportionate amount of investments until it is substantially invested. Edge will determine if the amount of an investment opportunity in which a Fund will invest exceeds the amount that would be appropriate for such Fund and any such excess may be offered to one or more potential co-investors, as determined by the Funds' partnership agreement(s), side letter(s) and Edge's procedures regarding allocation. Edge's procedures permit it to take into consideration a variety of factors in making such determinations, including but not limited to: perceived ability to quickly execute on transactions; tax, regulatory, securities laws and/or other legal considerations (e.g., qualified purchaser or qualified institutional buyer status); confidentiality concerns that may arise in connection with providing the prospective co-investor with specific information relating to the investment opportunity; whether the co-investor is considered "strategic" to the investment because it is able to offer a Fund certain benefits, including, but not limited to, the ability to help consummate the investment, the ability to aid in operating or monitoring the investment or the possession of certain expertise; the knowledge and sophistication of the proposed co-investor with respect to the relevant characteristics of the investment, as determined by Edge in good faith; expressed interest in evaluating co-investment opportunities, including the intensity of that interest; the likelihood that the co-investor would require governance rights that would complicate or jeopardize the transaction; size of the investment allocation and practicality of dividing it up among multiple co-investors; and lender requirements.

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



would be equal to and not less than another Fund participating in the same transaction or that it would have been as favorable as it would have been had such conflict not existed.

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

Where multiple Funds invest at the same, different or overlapping levels of a portfolio company's capital structure, there is a potential for conflicts of interest in determining the terms of each such investment. Questions sometimes arise subsequently as to whether payment obligations and covenants should be enforced, modified or waived, or whether debt should be refinanced or restructured. In troubled situations, decisions including whether to enforce claims, or whether to advocate or initiate a restructuring or liquidation inside or outside of bankruptcy, and the terms of any workout or restructuring may raise conflicts of interest, particularly with respect to Funds that have invested in different securities within the same portfolio company. If additional capital is necessary as a result of financial or other difficulties, or to finance growth or other opportunities, Funds may or may not provide such additional capital, and if provided, each Fund generally will supply such additional capital in such amounts, if any, as determined by Edge in its sole discretion. Because of the different legal rights associated with debt and equity of the same portfolio company, Edge may face a conflict of interest with respect to the advice it gives to, and the actions it takes on behalf of, one Fund versus another Fund (e.g., the terms of debt instruments, the enforcement of covenants, the terms of recapitalizations and the resolution of workouts or bankruptcies). If a Fund enters into any indebtedness with another Fund on a joint and several basis, the applicable General Partner is expected to enter into one or more agreements that provide each Fund with a right of contribution, subrogation or reimbursement. In administering, or seeking to reinforce, these agreements, Edge may be subject to conflicts of interest, for example between a Fund with a reimbursement obligation and a Fund seeking reimbursement. Edge intends to mitigate any potential conflicts by structuring such agreement in a manner intended to cause each Fund to bear its proportionate share of the applicable indebtedness, without undue favoritism over time.

Conflicts may arise when a Fund makes investments in conjunction with an investment being made by another Fund, or if it were to invest in the securities of a company in which another Fund has already made an investment. A Fund may not, for example, invest through the same investment vehicles, have the same access to credit or employ the same hedging or investment strategies as other Funds. This may result in differences in price, terms, leverage and associated costs. Where multiple Funds invest in the same company at different times, the first Fund to invest typically will bear a higher level of diligence and transaction fees, costs and expenses than later Funds; similarly, to the extent a transaction does not proceed, the first Fund to invest typically will bear the full amount of Broken Deal Expenses relating to the transaction, regardless of whether other Funds could or would have invested in the company in potential future transactions. Further, there can be no assurance that the relevant Fund and the other Fund(s) or vehicle(s) with which it co-invests will exit such investment at the same time or on the same terms. Edge and its affiliates may express inconsistent views of commonly held investments or of market conditions more generally. There can be no assurance that the return on one Fund's investments will be the same as the returns obtained by other Funds participating in a given transaction. Given the nature of the relevant conflicts there can be no assurance that any such conflict can be resolved in a manner that is beneficial to both Funds. In that regard, actions may be taken for one or more Funds that adversely affect other Funds.

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

As a general matter, Fund expenses typically will be allocated among all relevant Funds or co-invest vehicles eligible to reimburse expenses of that kind. In all such cases, subject to applicable legal, contractual or similar restrictions, expense allocation decisions will generally be made by Edge or its affiliates using their best judgment, considering such factors as they deem relevant, but in their sole discretion. The allocations of such expenses may not be proportional. The Funds have different expense reimbursement terms, including with respect to management fee offsets, which may result in the Funds bearing different levels of expenses with respect to the same investment.

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

Additionally, a portfolio company typically will reimburse Edge or service providers retained at Edge's discretion for expenses (including without limitation travel expenses) incurred by Edge or such service providers in connection with its performance of services for such portfolio company. This subjects Edge and its affiliates to conflicts of interest because the Funds generally do not have an interest or share in these reimbursements, and the amount of such reimbursements over time is expected to be substantial. Edge determines the amount of these reimbursements for such services in its own discretion, subject to its internal reimbursement policies and practices. Although the amount of individual reimbursements typically is not disclosed to investors in any Fund, any fee paid or expense reimbursed to Edge or such service providers generally is subject to: agreements with sellers, buyers and management teams; the review and supervision of the board of directors of or lenders to portfolio companies; and/or third party co-investors in its transactions. These factors help to mitigate related conflicts of interest.

In connection with its services to the Funds and their investments, Edge, its affiliates and personnel expect to receive the benefit of certain tangible and intangible benefits. For example, in the course of Edge's operations, including research, due diligence, investment monitoring, operational improvements and investment activities, Edge and its personnel expect to receive and benefit from information, "know-how," experience, analysis and data relating to Fund or portfolio company (as applicable) operations, terms, trends, market demands, customers, vendors and other metrics (collectively, "Edge Information"). In many cases, Edge Information will include tools, procedures and resources developed by Edge to organize or systematize Edge Information for ongoing or future use. Although Edge expects its Funds and their portfolio companies generally to benefit from Edge's possession of Edge Information, it is possible that any benefits will be experienced solely by other or future Funds or portfolio companies and not by the Fund or portfolio company from which Edge Information was originally received. Edge Information will be the sole intellectual property of Edge and solely for the use of Edge. Edge reserves the right to use, share, license, sell or monetize Edge Information, without offset to management fees, and the relevant Fund or portfolio company will not receive any financial or other benefit of such use, sharing, licensure, sale or monetization. Additionally, expenses relating to the Funds or portfolio companies are expected to be charged using credit cards or other widely available third-party rewards programs that provide airline miles, hotel stays, travel rewards, traveler loyalty or status programs, "points," "cash back," rebates, discounts and other arrangements, perquisites and benefits under the available terms of such reward programs. Such terms are expected to vary from time to time, and any such rewards (whether or not de minimis or difficult to value) generally will inure to the benefit of the personnel participating in the

rewards program, rather than the portfolio companies, the Funds or their respective investors; no such rewards will offset management fees.

Edge generally exercises its discretion to recommend to a Fund or to a portfolio company thereof that it contract for services with (i) Edge or a related person of Edge (which may include a portfolio company of such Fund), (ii) an entity with which Edge or its affiliates or current or former members of their personnel has a relationship or from which Edge or its affiliates or their personnel otherwise derives financial or other benefit or (iii) certain limited partners or their affiliates. For example, Edge may be presented with opportunities to receive financing and/or other services in connection with a Fund's investments from certain limited partners or their affiliates that are engaged in lending or related business. This subjects Edge to conflicts of interest, because although Edge selects service providers that it believes are aligned with its operational strategies and will enhance portfolio company performance and, relatedly, returns of the relevant Fund, Edge has a potential incentive to recommend the related or other person (including a limited partner) because of its financial or other business interest. There is a possibility that Edge, because of such belief or for other reasons (including whether the use of such persons could establish, recognize, strengthen and/or cultivate relationships that have the potential to provide longer-term benefits to the relevant Funds or Edge), would favor such retention or continuation even if a better price and/or quality of service could be obtained from another person. Edge will not necessarily seek out the lowest cost options when incurring (or causing a Fund or its portfolio companies to incur) such expenses. Although Edge generally seeks appropriate rates for services, it reserves the right to prioritize prior usage, perceived sector competence or expertise, familiarity, onboarding speed or other factors in retaining or recommending service providers. In certain circumstances where Edge commits or has committed to seek "market" or "arms-length" rates or terms, Edge will do so in its sole discretion, seeking rates that it has determined in its sole discretion to be reflective of the range of rates in the applicable or related markets. Consequently, Edge undertakes no minimum amount of benchmarking, and does not represent that any such benchmarking ultimately will be accurate, comparable or relate specifically to the assets or services to which such rates or terms relate. Where such rates or terms include hourly components, Edge reserves the right to rely on approximations or estimates of time spent for purposes of allocating or charging for the services. Any methodology, or choice among methodologies, involves potential conflicts of interest. Whether or not Edge has a relationship or receives financial or other benefit from recommending a particular service provider, there can be no assurance that no other service provider is more qualified to provide the applicable services or could provide such services at lesser cost.

Although uncommon, Edge reserves the right from time to time to cause a Fund to enter into a transaction whereby the Fund purchases securities from, or sells securities to, other Funds managed by Edge, or co-investors or co-investment vehicles. Such transactions may arise in the context of automatic or other re-balancing of an investment among parallel investing entities or in contexts where a portfolio company owned by one Fund is acquired by a portfolio company acquired by another Fund. Certain of such transactions raise potential conflicts of interest, including where the investment of one Fund supports the value of portfolio companies owned by another Fund. These conflicts are heightened to the extent the relevant securities are illiquid or do not have a readily ascertainable value, and there generally can be no assurance that the price at which such transactions are entered into represent what would ultimately be the underlying investment's fair value. To the extent required by the governing documents or otherwise Edge's sole discretion, Edge reserves the right to seek to mitigate such conflicts by seeking the opinion of an unaffiliated third party (including the use of a consultant to opine as to the fairness of a purchase or sale price) or by obtaining the consent of the relevant Fund(s) (including, where authorized, the consent of each Fund's advisory board) to such transactions. In certain circumstances, Edge reserves the right to determine that the willingness of a third party to make an investment on the same terms demonstrates the fairness of the relevant transaction to the Fund under then-current market conditions. Edge intends that any such transactions be conducted in a manner that it believes to be fair and equitable to each Fund under the

circumstances, including a consideration of the potential present and future benefits with respect to each Fund.

Edge and/or its affiliates may also, from time to time, employ personnel with pre-existing ownership interests in portfolio companies owned by Edge or other investment vehicles advised by Edge and/or its affiliates; conversely, former personnel or executives of Edge and/or its affiliates may serve in significant management roles at portfolio companies or service providers recommended by Edge. Similarly, Edge, its affiliates and/or personnel maintain relationships with (or may invest in) financial institutions, service providers and other market participants, including managers of private funds, banks and brokers. Certain of these persons or entities will invest (or will be affiliated with an investor) in, engage in transactions with and/or provide services (including services at reduced rates) to, Edge and/or its affiliates, and/or the Funds or other investment vehicles they advise. In other circumstances, these vendors are expected to provide personal banking, private wealth or lending arrangements (including lending arrangements with respect to personal investments in or through Edge entities) to Edge personnel and their estate planning vehicles. Edge may have a conflict of interest with a Fund in recommending the retention or continuation of a third-party service provider to such Fund or a portfolio company if such recommendation, for example, is motivated by a belief that the service provider or its affiliate(s) will continue to invest in one or more Funds, will provide Edge information about markets and industries in which Edge operates (or is contemplating operations) or will provide other services that are beneficial to Edge. Edge may have a conflict of interest in making such recommendations, in that Edge has an incentive to maintain goodwill between it and the existing and prospective portfolio companies for a Fund, while the products or services recommended may not necessarily be the best available to the portfolio companies held by a Fund.

Edge, its affiliates, and equity holders, officers, principals and employees of Edge and its affiliates may buy or sell securities or other instruments that Edge has recommended to a Fund. The investment policies, fee arrangements and other circumstances of these investments may vary from those of any Fund.

Except to the extent prohibited by the governing documents, Edge and its personnel are permitted to market, organize, sponsor or act in other capacities (including as director, founder or manager) for other pooled investment vehicles or accounts the investment or business strategy of which does not overlap with the Fund(s) and to receive compensation (including in the form of management fees, performance-based compensation, founders' equity or similar interests) relating thereto. Subject to any limitations imposed by the governing documents and anti-"assignment" provisions of the Advisers Act, Edge and its personnel are also permitted to offer, restructure and monetize interests in Edge.

As there is a fixed investment period after which capital from investors in a Fund may only be drawn down in limited circumstances and because management fees are, at certain times during the life of a Fund, based upon capital invested by such Fund, this fee structure may create an incentive to deploy capital when Edge may not otherwise have done so. Since Edge is permitted to retain certain portfolio company fees in connection with Fund investments, it could have a conflict of interest in connection with approving transactions and setting such compensation. In many cases, portfolio company fees are based on enterprise value or other metrics related to a portfolio company, and there can be no assurance that the amount of portfolio company fees charged will be proportional to the amount of hours of work performed on behalf of the portfolio company.

In certain circumstances, such as those relating to short- or long-term portfolio company cash or liquidity needs, and regardless of whether the portfolio company is undergoing financial stress, Edge reserves the right to accrue, defer or forego payments of portfolio company fees, and reserves the right to charge interest at then-available rates with respect to such amounts. In such cases, in accordance with the governing documents, investors will not receive the benefit of management fee offsets with respect to such amounts until they are actually received.

On occasion, Edge or certain affiliates enter into side letters or other agreements with specific investors in the Funds. These agreements or side letters often establish, alter, or supplement the terms of the Funds' governing agreements with respect to only the investor to whom such side letter or agreement is addressed. Any rights established, or any terms altered or supplemented will govern only the investment of the specific investor and not the terms of a Fund as a whole. Such side letters provide benefits to certain investors in a Fund not provided to other investors in such Fund. Side letters or other agreements often include adjustments to fees or expenses, additional rights to access certain information, additional rights on the transfer of Fund interests or additional reporting to comply with specified laws or regulations. Neither Edge nor its affiliates will enter into a particular side letter or agreement if Edge determines that the provisions contained in such side letter or agreement would be disruptive to the applicable Fund or its investment program. Except where required by governing documents, other investors will not receive copies of side letters or related provisions, and as a general matter, the other investors have no recourse against a Fund, the relevant General Partner or any of their affiliates in the event that certain investors have received additional and/or different rights and/or terms as a result of such side letters. As a consequence of one or more limited partners being excused or excluded, or from regulatory or other factors limiting their participation in investments, the aggregate returns realized by participating limited partners could be adversely affected in a material manner by the unfavorable performance of particular investments.

Any of these situations subjects Edge and/or its affiliates to potential conflicts of interest. Edge attempts to resolve such conflicts of interest in light of its obligations to its Funds and the obligations owed by Edge's advisory affiliates to investment vehicles managed by them, and attempts to allocate investment opportunities among a Fund, other Funds and such investment vehicles in a fair and equitable manner. To the extent that an investment or relationship raises particular conflicts of interest, Edge will review the circumstances of such investment or relationship with a view to addressing and reducing the potential for conflict. Where necessary, Edge consults and receives consent to such conflicts from an advisory committee consisting of certain limited partners of the Funds.

The private placement memoranda of the Funds contain more detailed descriptions of the applicable and respective potential conflicts of interests.

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

Edge makes a concerted effort to create and support a strong culture of compliance. Edge expects its employees, directors, officers, and supervised persons to comply with all applicable laws and regulations and to act in accordance with high ethical standards in matters with competitors, counterparties, regulators, and those who do business with or seek to do business with Edge.

Edge has developed and implemented a Code of Ethics (the "Code") and related policies and procedures to address and avoid potential conflicts of interest. The Code and related policies and procedures sets forth standards of conduct that require, among other things, that supervised persons and access persons, as applicable:

- Act in an ethical manner with the public, investors, prospective clients and investors;
- Place the interests of the Funds above their own personal interests;
- Not take inappropriate advantage of their position;
- Attempt to avoid actual or potential material conflicts of interest;

- Use reasonable care and exercise independent professional judgment when conducting investment analysis, making investment recommendations, taking investment actions, and engaging in other professional activities;
- Comply with applicable provisions of the federal securities laws; and
- Conduct personal securities transaction in a manner that does not conflict with the interest of Edge's clients.

In addition, Edge's Code addresses the reporting, pre-clearance, and monitoring of:

- Personal securities transactions and holdings;
- Gifts and entertainment;
- political contributions; and
- outside business activities.

Pursuant to the personal securities transactions policies and procedures within the Code, access persons are required to pre-clear personal trades of most securities. The following securities and transactions are exempt from Edge's pre-clearance policy: money-market funds; mutual funds; index-based securities; exchange-traded funds ("ETFs"); options on ETFs; commercial paper; unit investment trusts; direct or dividend re-investment plans; certificates of deposit; U.S. treasury obligations; debt securities issued by state and municipal governments and agencies of the U.S. or another sovereign state; derivative securities whose reference asset(s) is exempt from pre-clearance; digital assets; investments in private funds offered by Edge or its affiliates; and actions occurring without employee input. From time to time, Edge, its affiliates and supervised persons are restricted from trading certain securities. If any such securities are restricted, access person pre-clearance requests will be denied. Edge has also implemented policies and procedures to address the identification and handling of material non-public information and the prevention of insider trading.

Edge's supervised persons are required to disclose all outside business activities upon hire and pre-clear new outside business activities. In the event an outside business activity presents a material conflict of interest with the Funds, Edge reserves the right to restrict these outside business activities.

Edge's access persons must acknowledge their receipt of the Code, their understanding of the provisions contained in the Code, and their agreement to abide by the principles, policies and procedures set forth in the Code.

A copy of Edge's Code of Ethics is available upon request by contacting Edge's Chief Compliance Officer, Jeffrey Wade; (212) 547-2914; [jwade@lspower.com](mailto:jwade@lspower.com).

Certain principals and employees of Edge and its affiliates directly or indirectly own an interest in Funds, including certain co-investment vehicles. To the extent that co-investment vehicles exist, such vehicles are permitted to invest in one or more of the same portfolio companies as a Fund. Co-invest opportunities may also be presented to certain affiliates of Edge, as well as third party investors and other persons, and such co-investments may be effected through co-investment vehicles or directly in a particular portfolio company. Additionally, a Fund may invest together with other Funds advised by an affiliated adviser of Edge in the manner set forth in the relevant limited partnership agreement.

## **ITEM 12 – BROKERAGE PRACTICES**

### *General Brokerage Practices*

Edge does not generally utilize the services of broker-dealers for transaction related services. In the event an investment requires Edge to utilize a broker-dealer, Edge shall seek to obtain best execution. Edge has instituted policies and procedures to ensure that it will place Fund transactions with appropriate care and diligence, seek best execution and address any material conflicts of interest in accordance with the Company's applicable fiduciary responsibilities.

### *Research and Soft Dollar Arrangements*

Edge currently does not have any formal soft dollar arrangements or other arrangements that would commit the Company or the Funds to any specific or implied level of trading. As an institutional money manager, Edge receives access to research made available through brokerage counterparties. Edge believes this research is available to all institutional money managers of similar size.

### *Trade Aggregation*

Due to the nature of Edge's investment strategy, including that Edge does not expect to transact in publicly-traded securities, Edge does not anticipate that it will often, if ever, have the opportunity to aggregate trades on behalf of multiple clients.

### *Trade Errors*

Errors may occur during the trading process. It is Edge's policy to correct errors occurring in the management or trading of the Funds' accounts as soon as practicable. The Funds' private placement and offering memoranda shall govern the treatment of trade errors committed by Edge. Errors must also be reported to the Chief Compliance Officer and reviewed to determine whether policies or procedures should be changed to prevent future errors. The cost of errors in the Funds' accounts will be borne by the Funds unless an error is the result of bad faith, gross negligence, or willful misconduct by Edge or, in the case of Funds subject to ERISA, a breach of ERISA's standard of care by Edge. Gains associated with any trade error shall be retained by the affected Funds.

## **ITEM 13 – REVIEW OF ACCOUNTS**

Edge's investment professionals review all Fund portfolio investments on a regular basis. In addition, Edge's investment professionals closely monitor and review the valuations of all Fund portfolio investments. The Funds' financial statements will be audited annually by independent certified public accountants registered with the Public Company Accounting Oversight Board.

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

The General Partner of each Fund may retain affiliated and non-affiliated marketing consultants and agents. As part of these agreements, and in accordance with applicable regulation, the consultants and/or agents may be paid a fee related to the amount of capital raised for each Fund. Fees paid by the Funds for marketing or fund raising are offset by a reduction of management fees due to Edge.

## **ITEM 15 – CUSTODY**

Edge is deemed to have custody of the Funds' assets because the Management Company is affiliated with the General Partner of each Fund which has authority over the Funds' assets. Fund investors will not receive statements from the custodian. Instead, the applicable Funds will be subject to an annual audit by independent certified public accountants and the audited financial statements will be distributed to each investor. The audited financial statements are prepared in accordance with U.S. generally accepted accounting principles and distributed to Fund investors within 120 days of the Funds' fiscal year end. Edge Core Investments I, LLC is not subject to an annual audit by independent certified public accountants in reliance upon the position expressed in the SEC no-action letter issued to 16<sup>th</sup> Amendment Advisors, LLC on March 23, 2015.

Fund assets, other than privately-offered securities that meet certain criteria as set forth in applicable SEC rules and SEC staff guidance, are held in custody by qualified custodians, including unaffiliated broker/dealers or banks.

## **ITEM 16 – INVESTMENT DISCRETION**

Edge does not provide investment advice to individual investors in the Funds. Rather, Edge provides investment advice to the Funds. The Funds' advisory agreements provide Edge with discretionary investment authority.

The Funds' private placement and offering memoranda, partnership agreements and investment management agreements authorize Edge to use a broad range of investment vehicles and strategies with very few, if any, limitations. For a complete explanation of Edge's trading and portfolio management authority please request a copy of the Funds' private placement memoranda, partnership agreements and/or investment management agreements.

## **ITEM 17 – VOTING CLIENT SECURITIES**

Edge has the authority to vote the proxies received on securities held by the Funds as well as other votes solicited for corporate actions affecting portfolio holdings. Edge's objective is to vote proxies in the best interests of the Funds as mandated by the Funds' objectives described in the private placement memoranda.

Edge's investment professionals monitor and opine on proxy proposals. In consultation with senior management, investment professionals will consider whether Edge is subject to any material conflict of interest in connection with each proxy vote. Investment professionals must notify Edge's Chief Compliance Officer if they are aware of any material conflict of interest associated with a proxy vote. Potential conflicts will be assessed on a case-by-case basis.

Edge may abstain from voting if the Company deems that abstinence is in the Funds' best interests.

Current investors may request a copy of the Company's full proxy voting policies and procedures and the voting records as provided by Rule 206(4)-6. Please contact Edge's Chief Compliance Officer, Jeffrey Wade; (212) 547-2914; [jwade@lspower.com](mailto:jwade@lspower.com).

## **ITEM 18 – FINANCIAL INFORMATION**

Edge has never filed for bankruptcy and is not aware of any financial condition that is reasonably expected to affect its ability to manage the Funds' accounts.