

**Form ADV Part 2A: Firm Brochure**

**Item 1. Cover Page**

**Godspeed Capital Management LP  
100 Royal Palm Way  
Palm Beach, Florida 33480-4267  
+1 (202) 765-1010**

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This brochure (“Brochure”) provides information about the qualifications and business practices of Godspeed Capital Management LP (“Godspeed Capital”, or the “Firm”). If you have any questions about the contents of this Brochure, please contact Godspeed Capital at +1 (202) 765-1010. The information in this Brochure has not been approved or verified by the United States Securities and Exchange Commission (the “SEC”) or by any state securities authority.

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

## **Item 2. Material Changes**

On September 11, 2024, Jaime McPhee, Esq. was appointed as Chief Compliance Officer of Godspeed Capital Management LP. We encourage all recipients of this Brochure to read it carefully in its entirety. In the future, this Item will identify and discuss any material changes since the last annual update to assist investors and make them aware of certain information that has changed since the prior year's Brochure and that may be important to them.

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#### **Item 4. Advisory Business**

A. Godspeed Capital Management LP is a Delaware limited partnership formed in March 2021. The Firm was established to provide investment management services and, in 2021, the Firm began providing investment management services to certain special purpose investment vehicles, as described in more detail below. The Firm is controlled by Douglas T. Lake, Jr. (the “Managing Partner”).

B. As an investment adviser, Godspeed Capital provides investment advisory services to certain special purpose investment vehicles (each an “SPV” and, collectively the “SPVs”). The SPVs have made control equity investments in companies operating in the lower middle market Defense and Government Services, Solutions and Technology sectors (the “Target Sectors”). The SPVs have been organized pursuant to two private equity investment programs (the first of which closed in April 2021 and the second of which closed in March 2023) (each, a “Program”) each of which provide the participating investors therein (each, an “Investor”) with certain exclusivity rights (specifically, rights of first opportunity), but not investment advice, with respect to investments pursued by the Firm in the Target Sectors (the “Right of First Offer”). Each Program is governed by an exclusivity agreement (each, an “Exclusivity Agreement”).

Within the Target Sectors, Godspeed Capital typically focuses on investments in companies with EBITDA between \$3 and \$30 million; a segment that the Firm believes presents a great opportunity to achieve long-term capital appreciation due to market inefficiencies. Godspeed Capital believes these companies offer it the greatest potential for value creation through the application of Godspeed Capital’s investment approach and process. Godspeed Capital has also entered into Side Letters (as defined below) with certain of the Investors. The Firm has accepted Side Letter terms that provide, among other things, special reporting or notification requirements, modified transfer rights and certain exceptions to confidentiality obligations.

C. Godspeed Capital does not tailor advisory services to the individual or particular needs of its Investors. Such Investors accept the terms of the advisory services provided by Godspeed Capital to each SPV as set forth in each SPV’s operating agreement, as applicable (each, along with each Exclusivity Agreement, a “Governing Document”). The Firm has broad investment authority with respect to the SPVs and, as such, investors should consider whether the investment objectives of a particular SPV is in line with their individual objectives and risk tolerance prior to investment.

D. Godspeed Capital does not participate in a wrap fee program.

E. As of the date of this Brochure, Godspeed Capital manages \$455,540,847 in regulatory assets under management (“RAUM”) on a discretionary basis.

#### **Item 5. Fees and Compensation**

A. The Governing Documents disclose the fee structure for participation in the Program and each SPV. In order to participate in any SPV, Investors must represent (among other things) that they are “accredited investors” within the meaning of Rule 501(a) of Regulation D under the U.S. Securities Act of 1933, as amended (the “Securities Act”), “qualified purchasers” within the meaning of the U.S. Investment Company Act of 1940, as amended (the “1940 Act”) and “qualified clients” within the meaning of the Advisers Act.

The Firm receives an annual portfolio management fee from the portfolio company of each SPV (each, a “Portfolio Company”), generally equal to 5% of such company’s earnings before interest, taxes, depreciation and amortization for the 12 month period immediately preceding the date of calculation (subject to certain adjustments and certain minimum free requirements) (the “Portfolio Management Fee”), although a portion of such fees are shared with the Investors in such SPV through reductions to (among other things) certain exclusivity fees or by way of outright payments as set forth in the Exclusivity Agreements. The Firm also reserves the right to waive or reduce Carried Interest (as defined below) distributions that would otherwise be chargeable in respect of certain Investors (including, by way of example, employees (including family members thereof) of the Firm) with respect to their participation in any SPV.

B. Each SPV is a closed-end private equity investment vehicle with limited provision for withdrawal prior to the conclusion of the SPV.

C. In addition to the fees described above, each Investor has been responsible for (or for its share of) certain other expenses as disclosed in the Governing Documents. These expenses include but are not limited to: (i) costs incurred in connection with potential investments, including transaction, financing, legal, accounting, advisory, sourcing, origination, research diligence, maintenance, reasonable travel and travel-related expenses (including lodging, meals and reasonable entertainment), custodial fees, and administrative, regulatory and filing fees and other expenses reasonably determined from time to time by the Firm and that have been incurred in connection with the acquisition or consummation of potential investments; and (ii) the costs described in the foregoing clause (i), but for investments that have not ultimately been consummated, which costs are also subject to certain “caps” (the “Broken Deal Costs”). In addition the foregoing, each SPV is responsible for its own reasonable and documented costs and expenses, including, but not limited to, offering, organizational and other ongoing operating expenses; all transaction, financing, legal, accounting, advisory, sourcing, origination, research diligence, maintenance, reasonable travel and travel-related expenses (including lodging, meals and reasonable entertainment), custodial fees, and administrative, regulatory and filing fees and other expenses reasonably determined from time to time by the Firm and that are incurred in connection with the investigation, monitoring, acquisition, consummation and/or disposition of any investment (whether or not such investment is ultimately consummated); any out-of-pocket expenses incurred by the affiliate Godspeed Capital acting in its capacity the “partnership representative” for U.S. federal income tax purposes; interest on borrowed money and the other costs and expenses incurred in connection with establishing and maintaining any credit facility or other source of indebtedness; real property taxes or personal property taxes on investments; brokerage fees, legal fees, litigation and indemnification costs and expenses, the premium for the insurance coverage referred to in the SPV’s operating agreement, audit fees and accounting fees; fees and expenses incurred in connection with the maintenance of a registered office and agent in the State of Delaware; taxes and other governmental charges applicable to the SPV on account of its operations; all fees and expenses associated with the preparation of financial reports, valuations and other information required under the SPV’s operating agreement; fees incurred in connection with the maintenance of bank or custodian accounts and fees; fees and expenses associated with the preparation of the SPV’s tax returns, tax schedules and tax statements; and costs and expenses incurred in connection with the dissolution, winding up, liquidation and termination of the SPV (all such fees, costs and expenses, “SPV Company Expenses”).

SPV Company Expenses may be paid either out of capital contributions (subject to certain “caps”) or out of amounts otherwise available for distribution to Investors. The Firm is also permitted to cause a Portfolio Company to bear and pay the SPV Company Expenses of its applicable SPV (without limitations). Please refer to the relevant Governing Documents for a complete understanding of each Program and SPV’s fees, costs and expenses. The information contained herein is a summary only and is qualified in its entirety by the relevant Program or SPV’s Governing Documents.

D. The Portfolio Management Fees (each, as described above) are payable in advance on a quarterly basis.

E. Neither Godspeed Capital nor any of Godspeed Capital’s supervised persons accept compensation for the sale of securities or other investment products.

#### **Item 6. Performance-Based Fees**

Godspeed Capital is entitled to receive a 15% or 20% “carried interest” distribution as specified in each SPV’s operating agreement (the “Carried Interest”). Carried Interest is calculated based on a percentage of profits generated from the SPVs over a given period of time.

Subject to each SPV’s operating agreement, Investors in each such SPV are generally entitled to receive an 8% preferred return prior to the imposition of the Carried Interest, after which, the Carried Interest “catches up” to the applicable rate (i.e., up to 15% or up to 20%). Godspeed Capital reserves the right to negotiate for and establish varying terms for carried interest or other incentive economics (including amount, timing, waterfall conditions or other terms) with other SPVs or investment vehicles, in which case, Godspeed Capital is subject to potential conflicts of interest, to the extent its personnel are involved in identifying investment opportunities as appropriate for SPVs or investment vehicles from which they are entitled to receive a higher carried interest percentage or other incentive payment.

The fact that a significant portion of Godspeed Capital’s compensation is directly computed on the basis of profits generated by the sale/disposition of SPV assets creates an incentive for the Firm to seek investments that are riskier or more speculative or subject to greater risk of loss than would be the case in the absence of such compensation. However, the potential conflicts associated with performance based fees is mitigated to a certain extent given that Investors are not compelled to participate in any particular investment or SPV. In addition, as a result of changes to U.S. federal income tax law in 2017, gain that is allocated to the members of a limited liability company in respect of carried interest will generally be treated as short-term capital gain (and subject to tax at substantially higher rates) unless the relevant investment is held for more than three years. Compensation in the form of Carried Interest is therefore expected to incentivize Godspeed Capital to make different decisions regarding the timing and manner of the realization of its SPV’s investments than would be the case if such Carried Interest were not part of its overall compensation structure.

Detailed information regarding the Carried Interest to be borne by the investors in each of the SPVs is contained in the relevant SPV’s operating agreement. Investors should not consider an investment in a SPV without fully understanding the SPV’s Carried Interest.

## **Item 7. Types of Clients**

Godspeed Capital provides investment advisory services to the SPVs, each of which operates as an exempt investment company under the 1940 Act. There is no minimum investment requirement for an Investor to participate in an SPV, however, subject to certain opt-out rights, their participation is generally based on the ratio of their capital commitment to Program relative to the capital commitment of other participants of the Program.

## **Item 8. Methods of Analysis, Investment Strategies and Risk of Loss**

Godspeed Capital has developed what it believes is a highly repeatable and institutionalized investment process based on the experience of its Managing Partner. This iterative process forms the foundational roadmap for the Godspeed team with regards to deal sourcing, due diligence, and ultimate investment decision making and execution. Sourcing activity is aggregated and reviewed in weekly pipeline meetings, with suitable consensus regarding further action with respect to a target. Godspeed employs various proprietary analytical tools and templates to evaluate underlying contracts/programs, operations, and indirect infrastructure. This initial screening enables the evaluation of business fundamentals, risks and opportunities, and management. Findings drive valuation, deal structure, investments, post-closing strategy, and ultimately the investment decision. In addition, as a function of close involvement with numerous Target Sector portfolio companies and in-depth due diligence reviews performed on many more, the Firm has developed what it believes is a thorough understanding of the fundamental factors underlying the Target Sectors and have gained keen insight into government programs.

Godspeed Capital generates investment opportunities through its broad and extensive network of professional, government, military, management, and corporate relationships. Separately, Godspeed Capital maintains long-term relationships with boutique, middle market and bulge bracket investment banks; business brokers; financing sources; and consultants. While Godspeed Capital recognizes that today's M&A market has become relatively efficient, it believes that its relationships and established reputation should continue to provide investment opportunities for SPVs. In competitive auctions, Godspeed Capital expects that its extensive industry relationships will provide access to a large number of investment opportunities in which its reputation and sector expertise will often be a differentiating factor that will enable the SPVs to be preferred buyers due to factors other than price.

The Firm has also developed a process for analyzing prospective investment opportunities. This process is a "rifle shot" approach, whereby the Firm synthesizes and pursues attractive investment opportunities on an accelerated basis. The ability to quickly identify and focus on the most attractive investment opportunities is driven by the Firm's experience and expertise with investments in the Target Sectors and what it believes is its differentiated, strategic focus on specific sub-sectors. As a result, Godspeed Capital can quickly evaluate potential opportunities and to identify those that it believes are of the greatest potential interest.

Godspeed Capital has developed a proprietary approach that focuses the deal sourcing effort. Interfacing with members of the Firm's industry executives, Godspeed Capital identifies themes affecting an industry in the Target Sectors. Once the themes and industries have been identified, Godspeed Capital develops its own list of potential targets, researches those targets and identifies potential investment opportunities. This research stage provides a macro perspective on what the

long-term issues and opportunities are for companies within a Target Sector and, in the process, aids the Firm in identifying target companies that could align with these long-term trends. During the next stage, Proprietary Development, the Firm solicits its broad and extensive network to find the strongest relationships with a target company and then begins building a direct relationship with the target company.

Often there are multiple connections throughout the Firm's network, providing the Firm with varying perspectives and insights to better understand the target company and its primary decision makers. The Firm focuses on understanding the key decision makers' long-term objectives to begin considering how applying Godspeed Capital's mission and values could help the company accomplish its objectives under Godspeed Capital's ownership.

This proprietary approach enables Godspeed Capital to learn about non-financial terms that can often be "deal-breakers" or key negotiating points. These subtleties allow Godspeed Capital to provide acquisition proposals that may offer the best total value for the target company by taking into consideration all constituencies, including target company shareholders, employees, management, and customers. In turn, Godspeed Capital can often capture financial value and can often underbid competitors or negotiate buyer-friendly purchase agreements conducive to realizing a shared long-term Vision developed with the target company's management or ownership team.

**A. Risk Factors:** *Listed below are some of the risks associated with a Fund investment. The following explanation of certain risks is not exhaustive, but rather highlights some of the more significant risks involved in the Funds' investment strategies. For a complete explanation of the Funds' relevant investment strategies and their associated risks, investors should review the relevant Governing Documents, which contain other related details not discussed below.*

**Economic and Industry Risk.** Although investments of the type sought by the Firm offer the opportunity for attractive returns, such investments are sensitive to any general adverse trends or developments in the economy or in the industrial or economic sectors in which the acquired business operates. The Funds' investments consequently involve a high degree of financial risk, and the possibility of partial or total loss of capital exists. Prospective investors should not subscribe unless they can readily bear the consequences of such loss.

**Leveraged Nature of Investments.** While investments in highly leveraged companies offer the opportunity for enhanced capital appreciation, such investments also involve a high degree of risk. The leveraged capital structure of the SPVs' investments will generally increase the exposure to adverse economic factors such as rising interest rates, downturns in the economy, or deterioration in the condition of a Portfolio Company or its industry.

**Long-Term Investments.** Return of capital and realization of gains, if any, generally will occur only upon the partial or complete disposition of an investment. While an investment could be sold at any time, it is not generally expected that this will occur for a number of years after such investment has been made. Prior to such time, there generally will be no current return on investments. Any such return, if it occurs, generally will not occur until the liquidation of the applicable SPV and could be in the form of non-cash distributions to the Investors.

**Unspecified Investments.** Godspeed Capital may be unable to find a sufficient number of attractive opportunities. The success of its investment strategy will depend on the ability of the Firm to identify suitable investments, to negotiate and arrange the closing of appropriate transactions and



to arrange the timely disposition of such investments. Furthermore, to the extent the success of the Firm in identifying suitable investment opportunities relies upon the recovery, stabilization or improvement of market and economic conditions and such events do not occur for an extended period of time, Godspeed Capital may not be able to make any investments through any SPVs for a sustained period of time.

**Risk of Limited Number of Investments/Industry Concentration.** Each SPV only holds investments in a single Portfolio Company and, as a consequence, the aggregate return of each SPV will be substantially adversely affected by the unfavorable performance of such company. In addition, the SPVs concentrate their investments in the Target Sectors, which could adversely affect the SPVs if business conditions underlying the industries within the Target Sectors were to deteriorate. Although it is the intention of the Firm to diversify the portfolio across the SPVs, the fact that Investors could opt-out of certain investments, as well as the inability of the Firm to satisfactorily achieve this objective, could adversely affect the performance and results of the SPVs.

**Highly Competitive Market for Investments.** The leveraged buyout and private equity investment industry in which the SPVs are engaged is highly competitive. The Firm's business of identifying, negotiating, acquiring, monitoring, managing, and selling companies is highly competitive, and involves a high degree of uncertainty. Future SPVs will encounter competition from other persons and entities with similar investment objectives. These competitors are likely to include other investment partnerships, small business investment companies, large industrial and financial companies investing directly or through affiliates, foreign investors of various types, and individuals. The Firm's competitors could have greater financial and other resources and could have better access to suitable investment opportunities. There can be no assurance that future SPVs will be able to locate suitable investment opportunities, acquire them at appropriate prices, achieve targeted rates of return, or fully invest their committed capital.

**Lack of Liquidity.** Investments made by the SPVs, to a large degree, have limited liquidity. It is unlikely that there will be a public market for the securities of Portfolio Companies held by the SPVs. The SPVs' exit strategy with respect to one or more investments can be affected adversely by numerous factors, many of which will be unforeseen or unexpected at the time the investment is made. Moreover, the limited liquidity of investments will adversely affect the ability of any SPV to implement its exit strategies in the face of unexpected developments. In addition, practical limitations could restrict the ability of an SPV to sell or distribute its securities in a Portfolio Company if such company is privately held or if customers of such company, joint investors, financial institutions, or management are relying on the SPV's continued investment in such company. Sales could also be limited by market conditions, which could be unfavorable for sales of securities of particular issuers or issuers in particular industries. The lack of liquidity of the SPVs' investments in their Portfolio Companies could preclude or delay any disposition of such investments, or reduce the proceeds that might otherwise be realized from any such disposition.

**No Market for Interests in the Funds; Restrictions on Transfer.** Interests in the SPVs ("Interests") have not been registered under the Securities Act and state securities laws, and therefore cannot be sold unless they are subsequently registered under the Securities Act and other applicable securities laws or an exemption from such registration is available. In connection with their participation in any SPV, Investors are required to represent that they are acquiring an Interest for investment purposes for its own account only, and not with a view to or for sale in connection with any distribution of all or any part of such Interests and they agree that they will not sell, convey, exchange, assign, pledge, encumber, gift, bequest, hypothecate or otherwise transfer or dispose of

their Interests in any manner that will violate the securities laws of any jurisdiction. The SPV do not contemplate registering their Interests under the Securities Act or other applicable securities laws. There is currently no public market for such Interests and none is expected to develop. Consequently, Investors will generally not be able to liquidate their investment in an SPV in the event of emergency or for any other reason. Moreover, Investors are likely not able to liquidate their Interests for a lengthy period of time, which is also unlikely to be prior to the time the SPVs liquidate the investments they make. In addition, any such liquidation could be in the form of non-cash distributions. Such factors also could adversely affect the price that an Investor will be able to obtain for its Interest prior to full distribution of the profits, if any, of the SPVs.

**Reliance on Godspeed Capital and the Managing Partner.** The SPVs are dependent on Godspeed Capital and the Managing Partner. Control over the operation of the SPVs will be vested with the Firm, and the SPVs' profitability will depend largely upon the availability and business and investment acumen of Godspeed Capital's investment and senior professionals, including the Managing Partner (the "Godspeed Capital Team"). The loss or reduction of service of one or more of the Godspeed Capital Team's members could have an adverse effect on the SPVs' ability to realize their investment objectives. In addition, the Godspeed Capital Team currently manages, and expects in the future to manage, multiple SPVs and other investment vehicles and accounts, and at times certain members of the Godspeed Capital Team will need to devote substantial amounts of time across such investment activities of multiple SPVs, vehicles and accounts, which could pose conflicts of interest in the allocation of time of the Godspeed Capital Team. Investors generally have no right or power to take part in the management of the SPVs and, as a result, the investment performance of the SPVs will depend on the actions of the Managing Partner and the Godspeed Capital Team. In addition, if certain changes in the management of the SPVs or circumstances relating to the Managing Partner were to occur, such changes could have the potential to have an adverse effect on one or more of the SPVs or one or more of their Portfolio Companies.

**No Right to Control an SPV's Operations.** The Investors will also have no opportunity to evaluate any economic, financial, and other information that will be utilized by Godspeed Capital in its selection of Portfolio Companies. Investors will generally have no opportunity to control the operations of an SPV, including, without limitation, its investment and disposition decisions and decisions regarding the selection of service providers and the operation of a Portfolio Company. For further discussion, please see the section entitled "Limited Access to Information" below.

**Reliance on Management of portfolio companies.** Although it is the intent of each SPV to invest in companies with strong and stable management, there can be no assurance that the existing management team of a Portfolio Company, or a new one, will be able to operate such company successfully or in accordance with the Firm's wishes. Furthermore, although the Firm monitors the performance of each Portfolio Company, company management has primary responsibility for operating the business of the company on a day-to-day basis. If the management personnel of the company in which an SPV invests do not adequately perform their duties or execute the business plans for such company, or if the Firm is unable to adequately monitor management of such company, the applicable SPV's business and results could be adversely affected.

**Limited Access to Information.** Investors' rights to information regarding the SPVs are specified, and strictly limited, in the relevant SPVs' operating agreements. In particular, it is anticipated that the SPVs, the Managing Partner, and Godspeed Capital will obtain certain types of material information from Portfolio Companies that will not be disclosed to Investors, including because such disclosure is prohibited for contractual, legal or similar obligations outside of the foregoing

parties' control. Decisions by the SPVs, the Managing Partner, and Godspeed Capital to withhold information could have adverse consequences for Investors in a variety of circumstances. For example, an Investor that seeks to transfer its interest in an SPV could have difficulty in determining an appropriate price for such interest. Decisions to withhold information also could make it difficult for Investors to monitor the SPVs, the Managing Partner, Godspeed Capital and their respective performance.

**Reliance on Government Contracts.** The SPVs are invested in Portfolio Companies that are heavily dependent on U.S. government contracts, which could be only partially funded. These contracts are subject to the government's political and budgetary constraints (which can change), changes in short-range and long-range plans, the timing of contract awards, the congressional budget authorization and appropriation processes, the government's ability to terminate contracts for convenience or for default, as well as other risks such as contractor debarment in the event of certain violations of legal and regulatory requirements. Portfolio Companies providing services under U.S. government contracts are also subject to extensive regulation and audit by agencies of the U.S. government. If such Portfolio Companies are subject to adverse audits or regulatory or legal actions by the U.S. government, such Portfolio Companies could be subject to liabilities, penalties, and disqualification from future government contracts, adversely affecting the business and results of the applicable SPVs.

**Contingent Liabilities on Disposition of Portfolio Investments.** In connection with the disposition of an investment in a Portfolio Company, the SPVs are likely required to make representations about the business and financial affairs of such company, and to indemnify the purchasers of such company if certain representations ultimately prove to be inaccurate. The Firm could, but is not required to, establish reserves as appropriate to provide for such contingent liabilities. In the event that the amount of such contingent liabilities exceeds the reserves and other assets of the applicable SPV, the Investors in such SPV could be required to repay to the SPV all or a portion of the distributions previously received by them in respect of such Portfolio Company.

**Board Participation Risks.** The SPVs could be represented on the boards of directors (or comparable governing bodies) of their respective Portfolio Companies. While such representation is expected to enhance each SPV's ability to manage its investments, it may also impair each SPV's ability to sell the related securities because such SPV could be subject to fiduciary duties and other potential legal claims. In addition, the SPVs, the Firm or their respective personnel could become exposed to claims as a result of such board service. Subject to the provisions of the applicable SPV operating agreement, each SPV will indemnify the Firm and its personnel for claims arising from such board representation and service.

**Control Position Risk.** An SPV could make an investment in a Portfolio Company that gives the SPV control or influence over management and the strategic direction of such Portfolio Company. The exercise of control over a company imposes additional risks of liability for environmental damage, product defects, pension liabilities, failure to supervise management and other types of liability in which the limited liability characteristic of business operations could be ignored. The exercise of control over a Portfolio Company could expose the assets of an SPV to claims by such Portfolio Company, its security holders and its creditors. While Godspeed Capital intends to manage the SPVs to minimize exposure to these risks, the possibility of successful claims cannot be precluded.

**Risk of Minority Positions in Portfolio Companies.** If, as part of its overall investment strategy, an SPV holds a minority position in a Portfolio Company, it may not be able to exercise control over such company, limiting the SPV's ability to influence management and performance of the company and its business and results could therefore be adversely affected.

**Middle Market Companies.** An SPV could invest in middle or lower middle market companies. Although investments in middle or lower middle market companies can present greater opportunities for growth, such investments also entail larger risks than are customarily associated with investments in larger companies. Middle or lower middle market companies tend to have relatively limited product lines, markets, and financial and other resources. As a result, such companies tend to be more vulnerable to general economic trends and to specific changes in markets and technology. In addition, future growth could depend on additional financing, which may not be available on acceptable terms when required. Further, there is ordinarily a more limited marketplace for the sale of interests in smaller, private companies, which tends to make realizations of investments in such companies more difficult. In addition, the relative illiquidity of private equity investments generally, and the somewhat greater illiquidity of private investments in middle market companies, could make it difficult for an SPV to react quickly to negative economic or political developments.

**Investments in Less Established Companies.** An SPV is not restricted from investing in less established companies or early stage companies. Investments in such early stage companies involve greater risks than those generally associated with investments in more established companies. Such companies also have shorter operating histories on which to judge future performance and, in many cases, if operating, will have negative cash flow. In the case of start-up enterprises, such companies typically do not have significant or any operating revenues. In addition, less mature companies are more susceptible to irregular accounting or other fraudulent practices. Furthermore, to the extent there is any public market for the securities held by an SPV, securities of less established companies tend to be subject to more abrupt and erratic market price movements than those of larger, more established companies.

**Investments in Restructurings or Underperforming Companies.** An SPV could invest in a Portfolio Company that is experiencing or is expected to experience financial difficulties, from which such Portfolio Company may never recover. Such investment in the Portfolio Company could subject the applicable SPV to additional potential liabilities exceeding the value of such SPV's original investment therein. Such investment of an SPV could also be subject to U.S. federal bankruptcy laws and U.S. state fraudulent transfer laws, which vary from state to state.

**Investment Expenses and Broken Deal Costs.** Investments of the SPVs will require extensive due diligence, legal, and other costs prior to their consummation and will result in Broken Deal Costs. Except where the applicable Governing Document or Side Letter(s) expressly provide to the contrary, Broken Deal Costs and other expenses relating to the diligence or evaluation of a prospective investment generally are allocated among the Investors.

**Side Letters.** From time to time, Firm has entered into letter agreements or other similar agreements ("Side Letters") with one or more Investors that have the effect of establishing rights under, or altering or supplement the terms of, the applicable Governing Document. The terms contained in any Side Letter to or with an Investor governs with respect to such Investor notwithstanding the provisions of the applicable Governing Document in which such Investor participates. The Firm

has accepted Side Letter terms that provide, among other things, special reporting or notification requirements, modified transfer rights and certain exceptions to confidentiality obligations.

As a result of such Side Letters, certain Investors could receive economic, information or other rights, terms and other benefits that other Investors will not receive. Such rights, terms and other benefits could include, without limitation, (i) terms that relate to the tax, legal or regulatory situation, internal policies, structural attributes, operational or contractual requirements, administrative controls, principal place of business, jurisdiction of formation, sovereign status, domicile or organizational form of other Investors that, in the good faith determination of the Firm is not shared by an Investor, (ii) waivers of any confidentiality obligation, (iii) terms that relate to the confidentiality or disclosure of the identity of other Investors, (iv) representations and covenants from Godspeed Capital addressing the payment of placement fees or similar payments made with respect to the admission (or continued investment) of other Investors, including provisions intended to address the requirements of anti-“pay-to-play” or similar regulations, (v) modifications to any representations or covenants in a SPV’s subscription agreement or similar agreement, (vi) terms that relate to the documentation or information to be provided by (or not provided by) other Investors in connection with any credit facility or any other rights or benefits related thereto, (vii) consents to or rights with respect to the transfer or assignment of rights and obligations or to the admission of any person to the Program or any SPV, (viii) rights with respect to reporting or notice of or access to information not otherwise contemplated by the Governing Documents, (ix) terms clarifying or limiting the scope of any power of attorney set forth in the Governing Documents or any subscription agreement or similar agreement, and (x) covenants or agreements with respect to jurisdiction, trial by jury, choice of law or venue applicable to other Investors.

**Phantom Income.** There can be no assurance that the SPVs will have sufficient cash flow to permit it to make annual distributions in the amount necessary to enable the applicable to pay all federal, state, and local income tax liabilities resulting from such Investors’ ownership of Interests.

**Valuation of Investments.** An affiliate of Godspeed Capital, in its capacity as the managing member of each SPV, is responsible for valuing the securities and other investments comprising the assets of each SPV in accordance with each SPV’s operating agreement. Financial statements for each SPV are prepared in accordance with U.S. generally accepted accounting principles (“U.S. GAAP”). Where a security is subject to any resale restriction, lack of available price quotations, illiquid market conditions or other factors preventing immediate liquidity of an SPV’s entire position, such managing member has the sole and absolute discretion to value such security using its best good faith estimate as to fair value. This causes the potential for a conflict of interest due to the fact that, Investors in an SPV could be required to fund contributions used to pay fees to the Firm – and in scenarios where the value of such SPV’s investments are permanently written down, such fees are also required reduced by a percentage equal to the percentage by which such value has been permanently written down. Investors should be aware the, in such circumstances, a permanent write down is unlikely to occur until all of the investments in a Portfolio Company are determined to be permanently impaired so as to warrant any such write down. Valuations assigned to securities and other investments are not necessarily equivalent to the value that can be realized by the SPVs on the sale of those securities and other investments. In addition, there is a risk that the valuations of a security made pursuant to U.S. GAAP could differ from the price at which the security is actually be sold.

**Inflation.** As inflation increases, the real value of an SPV’s investments in a Portfolio Company can decline. Deflation could have an adverse effect on the creditworthiness of Portfolio Companies

and could make defaults more likely, which would result in a decline in the value of the SPVs' investments.

Portfolio Companies in which the SPVs invest could be sensitive to general downward swings in the global economy, including periods of sustained elevated inflation. Inflation in the United States, Europe and other geographical regions has risen to levels not experienced in recent decades. Inflation and rapid fluctuations in inflation rates have had and could continue to have very negative effects on the economies and securities markets (both public and private) of certain countries in which the investment opportunities could exist. There can be no assurance that high rates of inflation would not have a material adverse effect on the investments of the SPVs.

In addition, many world governments, as well as inter-governmental institutions, have undertaken and in some cases are still undertaking various and in some cases unprecedented forms of fiscal stimulus, including raising interest rate benchmarks that had been (in some cases, for extended periods) at historic lows. The Board of Governors of the U.S. Federal Reserve has raised certain benchmark interest rates in an effort to combat inflation. It cannot be predicted with certainty when, or how, these policies will change, but actions by the U.S. Federal Reserve and other central bankers should be expected to have a significant effect on interest rates and on the U.S. and world economies generally, which in turn could affect the performance of the SPVs' investments. Such stimuli, unless successfully managed and scaled back and wound down at the appropriate time and in the appropriate amounts, together with the passing of U.S. legislation calling for historically significant amounts of government spending, run a severe risk of being inflationary. In addition, there is significant concern in macroeconomic terms about the general levels of indebtedness carried by certain governments. While bringing with it a range of issues, one of the consequences of an extended period of a higher-than-desired level of inflation is often to erode in real terms the value of government debt in a manner that reduces the economic cost in real terms of their payment obligations on such debt. This element of debt erosion will create an incentive for governments to be less robust in seeking to deal with inflation than might otherwise have been the case had the government concerned not suffered from a high level of indebtedness. If such inflation occurs or continues, it could have the negative consequences for the SPVs' investments set out above.

Further financial crises could result in additional governmental intervention in the markets the nature and substance of which are difficult to predict. In addition, the consequences of the extensive changes to the regulation of various markets and market participants contemplated by the legislation and increased regulation arising out of financial crisis are difficult to predict or measure with certainty.

**Certain Regulatory Considerations.** Various agencies and departments of the U.S. government regulate the businesses in the Target Sectors in which the SPVs are invested. New and existing regulations and burdens of regulatory compliance could have a material adverse effect on portfolio companies that operate in these industries. Certain of the SPVs' investments could result in reporting and compliance obligations under the U.S. Securities Exchange Act of 1934, as amended and/or the U.S. Hart-Scott-Rodino Antitrust Improvements Act of 1976, as amended. The cost of compliance will be borne by the applicable SPVs. Furthermore, although the SPVs do not anticipate becoming registered under the 1940 Act, Godspeed Capital is registered as an investment adviser with the SEC in accordance with requirements of the Advisers Act.

**Cybersecurity.** Cybersecurity incidents, cyber-attacks and other breaches have been occurring globally at a more frequent and severe level and will likely continue to increase in frequency and

severity in the future. Cybersecurity risks for investment vehicles have increased significantly in recent years because of, among other things: the proliferation of the Internet and telecommunications technologies to conduct financial transactions; the ability and degree to which investment managers collect and maintain confidential, proprietary, sensitive, personal and other nonpublic information and data, as well as publicly available data that may be organized in a manner that is not publicly available; and the increased sophistication and activities of organized crime, hackers, terrorists, and other external parties, including foreign state actors. Godspeed Capital, the SPVs and the Portfolio Companies have faced and will face cybersecurity threats to gain unauthorized access to confidential, proprietary, sensitive, personal and other nonpublic information, including, without limitation, information regarding the Investors and the SPVs' investment activities, or to render data or systems unusable, which could result in significant losses. Godspeed Capital and its SPVs', Investors' and Portfolio Companies' information and technology systems could be vulnerable to actual or perceived damage or interruption from computer viruses; infiltration by unauthorized persons and security breaches; and other disruptive behavior including denial-of-service attacks. Such activities could also create liabilities in respect of Godspeed Capital, the SPVs and/or the Portfolio Companies to third parties. The use of Internet or cloud-based programs, technologies and data storage applications generally heightens these risks. Furthermore, Godspeed Capital, and the Portfolio Companies could be vulnerable to actual or perceived usage errors by their respective professionals, network failures, computer and telecommunication failures, power outages and catastrophic events such as fires, tornadoes, floods, hurricanes and earthquakes.

Although Godspeed Capital and the SPVs seek to implement various measures to manage risks relating to these types of events, if these systems are compromised, become inoperable for extended periods of time or cease to function properly, the SPVs and/or their Portfolio Companies could incur specific time or expense to fix or replace them and to seek to remedy the effects of such issues. The failure of these systems and/or of disaster recovery plans for any reason could result in losses relating to: misappropriation of assets, intellectual property or confidential, proprietary, sensitive, personal and other information; corruption, deletion or destruction of information or data; physical damage and repairs to systems; reputational harm; financial losses from remedial actions; and/or disruption of operations. Losses of sensitive information or capabilities essential to the operations of Godspeed Capital, the SPVs and the Portfolio Companies could have a material adverse effect on their reputations, financial positions, results of operations, or cash flows, and could lead to financial losses from remedial actions, loss of business, regulatory penalties or investigations, legal claims, reputational damage or potential liability, or the disclosure of Investors' personal information. Remediation costs could also include incentives offered to customers of Portfolio Companies or other business partners in an effort to maintain the business relationships after a security breach. Similarly, the public perception that Godspeed Capital, the SPVs or Portfolio Companies have been the target of a cybersecurity threat, whether successful or not, could have a material adverse effect on their reputations and could lead to financial losses from loss of business, depending on the nature and severity of the threat. In addition, Godspeed Capital's, any SPV's and/or a Portfolio Company's insurance coverage could be insufficient to compensate any such entity and its respective affiliates or counterparties for incurred liabilities.

Cybersecurity attacks are evolving and could be difficult to detect for long periods of time, and include, but are not limited to, computer viruses, malicious or destructive code, phishing attacks, malware, ransomware, social engineering, denial of service or information, attempts to gain unauthorized access to data, improper access by employees or service providers or other electronic security breaches or other similar events, including those perpetrated by criminals or nation state actors, that could lead to: disruptions in critical systems, network access or business operations;

unauthorized collection, monitoring, use or release of confidential, proprietary, sensitive, personal or other non-public or otherwise protected information, including personal information relating to the Investors (and the beneficial owners of such Investors); or obstruction, deletion, loss, destruction or corruption of information or data. Third parties, including activist, criminal, nation-state or terrorist actors, could also, among other things, attempt fraudulently to induce Portfolio Companies or their personnel to disclose sensitive information (including passwords) in order to gain access to information, data, accounts, funds or other assets, or otherwise to inflict harm. Godspeed Capital or a Portfolio Company's controls and procedures, business continuity systems, and data security systems could prove to be inadequate. These problems could arise in both Godspeed Capital's or a Portfolio Company's internally developed systems and the systems of third-party service providers, upon which Godspeed Capital or a Portfolio Company rely, which systems could be inadequate to prevent, detect or recover from a cybersecurity attack. Given the variety and potential severity of cybersecurity threats, Godspeed Capital, the Portfolio Companies and the third-party service providers upon which they rely may not have adequate insurance coverage to compensate against all losses.

Additionally, the adoption, interpretation and application of consumer and data protection laws or regulations in various jurisdictions are often uncertain and in flux, and in some cases, laws or regulations in one country could be inconsistent with, or contrary to, those of another country. Certain government bodies or agencies have in the past adopted, and could in the future adopt, laws and regulations affecting data privacy. Industry organizations also regularly adopt and advocate for new standards in this area.

**Privacy and Data Protection Law Compliance Risk.** The adoption, interpretation and application of consumer protection, data protection and/or privacy laws and regulations in the United States, Europe and other jurisdictions (collectively, "Privacy Laws") could significantly impact current and planned privacy and information security related practices, the collection, use, sharing, retention, safeguarding and other processing of personal data and current and planned business activities of Godspeed Capital, the Managing Partner, the SPVs and/or their Portfolio Companies, and increase compliance costs and require the dedication of additional time and resources to compliance for such entities. A failure to comply with such Privacy Laws by any such entity or their service providers could result in fines, sanctions or other penalties or litigation, which could materially and adversely affect the results of operations and overall business, as well as have a negative impact on reputation and SPV performance. As Privacy Laws are implemented, interpreted and applied, compliance costs for the Godspeed Capital, the SPVs and/or their Portfolio Companies, are likely to increase, particularly in the context of ensuring that adequate data protection and data transfer mechanisms are in place.

Certain jurisdictions, including U.S. states, have proposed, adopted or are considering similar Privacy Laws, which if enacted could impose significant costs, potential liabilities and operational and legal obligations. Such Privacy Laws continue to evolve and are expected to continue to vary from jurisdiction to jurisdiction, thus increasing costs, operational and legal burdens, and the potential for significant liability for regulated entities, which could include Godspeed Capital, the SPVs and/or their Portfolio Companies.

**Social Media and Publicity Risk.** The use of social networks, message boards, Internet channels and other platforms has become widespread within the United States and globally. As a result, individuals now have the ability to rapidly and broadly disseminate information or misinformation, without independent or authoritative verification. Any such information or misinformation



regarding Godspeed Capital, the SPVs or one or more Portfolio Companies could have a material and adverse effect on the value of the SPVs.

**Defaulting Investors.** An Investor may forego its right to participate in its pro rata share of investments as well as any future investments, and could suffer other materially adverse economic consequences (as set forth in the Governing Documents, including, without limitation, requiring such Investor to pay interest (generally calculated at 12% per annum) on the amount then due, withholding any or all distributions of proceeds from such Investor, suspending the Investor's right to exercise any preemptive rights with respect to investments under the Governing Documents and prohibiting such Investor from participating in any vote or consent of the Program participants), if such Investor fails to contribute its share of the fees, expenses and costs or make any capital contributions or payments, in each case as required under the terms of the Governing Documents, unless such capital contribution or payment would otherwise be excused for certain regulatory or other legal reasons applicable to that Investor.

**Mandatory Withdrawal.** Godspeed Capital has the authority to require an Investor to withdraw from an SPV to the extent the Firm determines that such withdrawal is necessary or advisable to comply with law, as further described in the SPV's subscription agreement. Further, if an Investor or anyone who is treated as a beneficial owner of such Investor's interest in an SPV under Rule 506(d) of the Securities Act becomes subject to any event specified in Rule 506(d)(1) of the Securities Act (or any proceeding or event that could result in any such disqualifying event) that would affect such SPV's or its affiliates' ongoing and/or future reliance on the Rule 506 exemption under the Securities Act, the Firm could, in its discretion, cause such Investor to withdraw from such SPV.

**Follow-On Investments.** An SPV could be presented with the opportunity to make additional, "follow-on" investments in its Portfolio Company, either because the company's performance and/or liquidity have been below expectations or because additional capital is required to fund growth. If such investments are not anticipated, there can be no assurance that the SPVs will desire to make such follow-on investments or that they will have sufficient funds to do so. Any decision by the SPVs not to make follow-on investments or their inability to make them could have a substantial negative impact on a Portfolio Company in need of such an investment and could dilute the SPVs' existing investment and/or may diminish the SPVs' ability to influence the future development of their respective Portfolio Companies.

**Obligation to Return Distributions for Certain Claims and Expenses.** If an SPV incurs any liability or obligation (including the costs and expenses of investigating, defending or handling any pending or threatened litigation or claim arising out of such SPV's activities, investments or business, the amount of any judgment or settlement arising out of such litigation or claim, such SPV's obligation to return proceeds following the disposition of any investment and such SPV's indemnification obligation under such SPV's operating agreement) and, in the discretion of Godspeed Capital, such SPV's assets (after the Investors have made capital contributions to such SPV of the maximum amount permitted under such SPV's operating agreement) are insufficient to satisfy such liability or obligation, each Investor participating in such SPV could be required to return its pro rata share of distributions previously made to such Investor solely for the purpose of satisfying such liability or obligation. In no event will any Investor be required to return amounts pursuant to the foregoing that in the aggregate (i) exceed the aggregate amount of distributions made to such Investor (excluding amounts necessary for such Investor to satisfy its income tax liability in respect of such SPV), or (ii) exceed the lesser of (A) the aggregate amount of

distributions received by such Investor on or after the date 24 months prior to the date on which such Investor was notified in writing of the SPV's liability or obligation (net of any such period's distributions previously returned by such Investor) or (B) 25% of the amount of such Investor's capital commitment to such SPV (excluding, however, such Investor's capital commitment to fund SPV Company Expenses).

**Changes in Applicable Law.** The SPVs and their respective Portfolio Companies in which they invest must comply with various legal requirements, including, but not limited to, requirements imposed under government contracting laws and rule, United States federal tax law and federal and state securities laws. If any of the laws and regulations currently in effect change or any new laws or regulations are enacted (for example, changes to the laws relating the financial services industry and, specifically, to the registration and regulation of investment advisers to private funds), the legal requirements to which the SPVs, their respective Portfolio Companies, and their applicable Investors could be subject could differ materially from current requirements and could materially and adversely affect their applicable SPVs, their business, and results. For further discussion, please see the sections entitled "U.S. Taxation of Carried Interest" and "SEC Private Funds Regulation" below.

**U.S. Taxation of Carried Interest.** U.S. federal income tax law treats certain allocations of capital gains to service providers by limited liability companies such as the SPVs as short-term capital gain (taxed at higher ordinary income rates) unless the limited liability company has held the asset that generated such gain for more than three years. Additionally, Congress has considered proposed legislation that would treat certain income allocations to service providers by limited liability companies such as an SPV (including any carried interest) as ordinary income for U.S. federal income tax purposes that under current law are treated as an allocation of the limited liability company's income (and which may be taxed at lower rates than ordinary income). Such rules, as well as any such legislation that may be enacted in the future, could apply to reduce the after-tax returns of individuals associated with an SPV, its Managing Partner, or Godspeed Capital who were or may in the future be granted direct or indirect interests in carried interest, which could make it more difficult for Godspeed Capital and its affiliates to incentivize, attract and retain individuals to perform services for an SPV. This creates potential incentives for Godspeed Capital to cause an SPV to hold investments for a longer period than would be the case if such greater-than-three-year holding period requirement did not exist.

**SEC Private Funds Regulation.** On August 23, 2023, the SEC adopted a number of new rules and amendments to existing rules under the Advisers Act (the "Private Funds Rules") including new requirements related to quarterly statements, financial statement audits, restricted activities and the preferential treatment of certain investors. Specifically, the Private Funds Rules include (i) a requirement for detailed quarterly disclosure to investors of private fund performance, fees and expenses (including disclosure of the compensation paid to the investment adviser and its affiliates) and additional portfolio investment-level disclosure, (ii) limitations and conditions on the ability of advisers to charge certain types of fees and expenses to private funds (including reductions to carried interest clawbacks for taxes and fees and expenses related to investigations that result in sanctions under the Advisers Act), (iii) a prohibition on the allocation of fees or expenses related to a portfolio investment on a non-pro rata basis among multiple private funds invested in the same portfolio investment unless the allocation is fair and equitable and the adviser provides a prior written notice of the non-pro rata allocation and a description of how such allocation is fair and equitable, (iv) subject to certain limited exceptions, limitations on an adviser's ability to grant certain types of preferential terms regarding redemptions or information about portfolio holdings

or exposures to only certain investors (e.g., through side letters), (v) a requirement to provide written notice to current and prospective investors of certain preferential terms granted to only certain investors in the same fund and (vi) a requirement for the adviser to document an annual compliance review. However, on June 5, 2024, the United States Court of Appeals for the Fifth Circuit (the “Fifth Circuit”) unanimously ruled to vacate the Private Funds Rules on the basis that the SEC exceeded its statutory authority in adopting the Private Funds Rules. It is presently unclear whether the SEC will petition for a rehearing by the Fifth Circuit, appeal to the U.S. Supreme Court, propose a new version of some or all the Private Funds Rules and/or seek to enforce some or all of the principles and policy objectives of the Private Funds Rules under other statutory authority, which could increase operating costs of advisers to private funds and their affiliates. Accordingly, the future of the Private Funds Rules and their impact on the Partnership, the Master Fund, the Investment Manager and members of the Investment Team and their respective affiliates is presently unclear.

Furthermore, on May 3, 2023, the SEC also approved amendments to Form PF (the “Form PF Amendments”), which, among other things, require that advisers report certain events to the SEC within 72 hours of their occurrence.

A separate cybersecurity rule proposal (the “Proposed Cybersecurity Rules”) would require advisers to adopt and implement formal cybersecurity policies, report significant cybersecurity incidents to the SEC, and provide enhanced disclosure of cybersecurity risks and incidents to investors. See also “Privacy and Data Protection Law Compliance Risk” and “Cybersecurity” above.

The SEC has also proposed amendments to rules and disclosure forms (the “Proposed ESG Rules and Forms”) to increase disclosure obligations regarding certain funds’ and advisers’ incorporation of environmental, social and governance (ESG) factors in their investment process and a new oversight rule and rule amendments under the Advisers Act (the “Proposed Outsourcing Rules”) that would prohibit registered investment advisers from outsourcing certain services and functions without conducting due diligence and monitoring of the service providers. Finally, the SEC has also proposed new rules and amendments to Rule 206(4)-2 under the Advisers Act (the “Proposed Custody Rule Changes” and, together with the Proposed Cybersecurity Rules, the Proposed ESG Rules and Forms and the Proposed Outsourcing Rules, the “Proposed Rules”), which would expand the current custody rule to cover a broader array of client assets and advisory activities and impose new custodial protections on client assets held under the Advisers Act. The final versions of the Proposed Rules could (but are not expected to) differ significantly from the Proposed Rules.

There can be no guarantee as to the enforcement in practice of the Form PF Amendments or as to the content of the final versions of the Proposed Rules. The Form PF Amendments, and if adopted as proposed, the Proposed Rules, are expected to increase the cost of operating the SPVs (including those costs ultimately allocated to the SPVs) and the time and resources that Godspeed Capital and its affiliates will be required to devote to reporting and compliance matters. The effect of the Form PF Amendments and the Proposed Rules on the SPVs, Godspeed Capital or any of their respective affiliates could be substantial and potentially adverse.

**Changes to Benchmark Rates.** To the extent that an SPV’s investments, borrowing facilities, hedging activities, or other assets or structures are tied to interest rates based on benchmark or reference rates, including the London Interbank Offered Rate (“LIBOR”), Secured Overnight Financing Rate (SOFR) or other rates (each, a “Benchmark Rate”), the SPV could be subject to

certain material risks, including the risk that a Benchmark Rate is terminated, ceases to be published or otherwise ceases to be broadly used by the market. Regulators, central banks, governments and other market participants have transitioned historical instruments and contracts away from LIBOR to new Benchmark Rates. This transition includes the potential to: increase volatility or illiquidity in markets; cause delays in or reductions to financing options for the SPVs and their Portfolio Companies; increase the cost of borrowing; reduce the value of certain instruments or the effectiveness of certain hedges; cause uncertainty under applicable legal documentation; or otherwise impose costs and administrative burdens relating to factors that include document amendments and changes in systems. Future transitions to and from Benchmark Rates have the potential to have similar effects.

**CFIUS and National Security Clearance Considerations.** Certain investments could be subject to or require review and approval by the U.S. Committee on Foreign Investment in the United States (“CFIUS”). CFIUS has the authority to review proposed or existing transactions or investments or to seek to impose limitations on or prohibit investments, and CFIUS filings and other considerations can materially impact transaction timing, feasibility, certainty and costs. In certain circumstances, CFIUS considerations have the potential to prevent an SPV from maintaining or pursuing investments, or limit the universe of available buyers for an existing investment. Any of these factors have the potential to adversely affect an SPV’s performance. Similar considerations are expected to apply with respect to reviews by non-U.S. national security or investment clearance regulators.

**Sanctioned Investors.** If after subscribing to an SPV, an Investor is included on a list of prohibited persons maintained by a relevant regulatory or governmental authority (including the United States Department of Treasury’s Office of Foreign Assets Control (“OFAC”) or equivalent non-U.S. authorities) (a “Sanctions List”), Godspeed Capital will have the sole discretion to determine the resolution, remedy and manner of compliance of Godspeed Capital and/or any such SPV with applicable laws, including without limitation a “freeze” on distributions and/or capital calls from the relevant Investor and reporting to the relevant authorities. Adverse actions by any such authorities, including temporary or permanent stays or holds on Godspeed Capital or the SPV’s activities, could materially and adversely affect Godspeed Capital and the SPVs.

**Risks of Political and Economic Developments.** Consumer, corporate and financial confidence could be adversely affected by current or future tensions around the world, fear of terrorist activity and/or military conflicts, localized or global financial crises, virus or disease epidemics or other sources of political, social or economic unrest. Such erosion of confidence could lead to or extend a localized or global economic downturn. A climate of uncertainty could 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 could have an adverse effect on the economy generally and on the ability of the SPVs and their respective Portfolio Companies to execute their respective strategies and to receive an attractive multiple of earnings on the disposition of businesses. This could slow the rate of future investments by a SPV or the establishment of future SPVs and result in longer holding periods for existing investments in Portfolio Companies. Furthermore, such uncertainty or general economic downturn may have an adverse effect upon an SPV’s investments.

**International Conflicts.** Wars and other international conflicts, such as the Israeli-Palestinian conflict and the ongoing military conflict between Russia and the Ukraine, have caused disruption to global financial systems, trade and transport, among other things. In response, multiple other countries have put in place sanctions and other severe restrictions or prohibitions on certain of the countries involved, as well as related individuals and businesses. However, the ultimate impact of these conflicts and their effect on global economic and commercial activity and conditions, and on the operations, financial condition and performance of the SPVs or any particular industry, business or investee country and the duration and severity of those effects, is impossible to predict.

These conflicts could have a significant adverse impact and result in significant losses to the SPVs. This impact could include reductions in revenue and growth, unexpected operational losses and liabilities and reductions in the availability of capital. It could also limit the ability of Godspeed Capital to source, diligence and execute new investments and to manage, finance and exit investments in the future. Developing and further governmental actions (military or otherwise) could cause additional disruption and constrain or alter existing financial, legal and regulatory frameworks and systems in ways that are adverse to the investment strategy which Godspeed Capital intends to pursue, all of which could adversely affect Godspeed Capital ability to fulfill its investment objectives.

**Outbreaks of Infectious or Contagious Diseases.** Pandemics and other widespread public health emergencies, including outbreaks of infectious diseases such as SARS, H1N1/09 flu, avian flu, Ebola and COVID-19, have resulted in historic market disruptions, 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 could cause a significant or total loss of the value of the SPVs' investments.

The ultimate impact of any such health emergency — and the resulting decline in economic and commercial activity across nearly all 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, but could have a significant adverse impact and cause a significant or total loss of the value of the SPVs' investments. The extent of any loss will depend on many factors, all of which are highly uncertain and cannot be predicted, and this impact could 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 could limit the ability of Godspeed Capital to source, diligence and execute new investments and to manage, finance and exit investments in the future, and governmental mitigation actions could constrain or alter existing financial, legal and regulatory frameworks in ways that are adverse to the investment strategy Godspeed Capital intends to pursue, all of which could adversely affect an SPV's ability to fulfill its investment objectives. They could also impair the ability of Portfolio Companies to perform their obligations under commercial agreements (including their ability to pay obligations as they become due), potentially leading to defaults with uncertain consequences, including partial or total loss of the value of the SPVs' investments.

In addition, the operations of the SPVs, their Portfolio Companies and Godspeed Capital could be significantly impacted, or even temporarily or permanently halted, as a result of any such health emergencies, or any measures, restrictions, remote-working requirements and other factors related thereto, including its potential adverse impact on the health of any such entity's personnel. These measures could 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.

**ESG Matters.** Godspeed Capital maintains an Environmental, Social and Governance Policy (“ESG Policy”) and intends to apply the ESG Policy to its investment decisions and the SPVs’ investment activities, consistent with and subject to any applicable legal, regulatory, fiduciary or contractual duties. Applying ESG factors to investment decisions is subjective by nature, and Godspeed Capital expects to be subject to competing demands from different investors and stakeholder groups with divergent views on ESG (including the role of ESG factors in the investment process). There is no guarantee that the criteria utilized by Godspeed Capital, or any judgment exercised by Godspeed Capital, will reflect the beliefs, values, internal policies or preferred practices of any particular Investor or other asset manager or reflect market trends. In addition, Godspeed Capital’s ESG Policy is expected to evolve over time.

ESG factors are only some of the many factors Godspeed Capital will consider in making an investment and are not expected to be among the primary factors in such decisions. Moreover, the materiality of ESG factors depends on many factors, including the relevant industry, location, asset class and investment strategy. ESG factors, issues and considerations do not apply in every instance and will vary by SPV and investment. In addition, in evaluating a Portfolio Company, Godspeed Capital often depends upon information and data provided by the company or obtained via third-party reporting or advisors, which could be incomplete or inaccurate and could cause Godspeed Capital to incorrectly assess the company’s ESG practices and/or related risks and opportunities. In addition, Godspeed Capital’s ESG Policy likely will change over time. Accordingly, there is no guarantee that Godspeed Capital will make investments in companies that create positive ESG impact or that considerations of ESG factors will enhance long-term value or financial returns for any individual investment or SPV.

ESG integration and responsible investing practices as a whole are evolving rapidly, and different frameworks, methodologies, and tracking tools are being implemented by asset managers. Godspeed Capital’s adherence to such principles, frameworks, methodologies and tools is also expected to vary over time. There is also growing regulatory interest across jurisdictions in improving transparency regarding how asset managers identify and manage financially material ESG risks, as well as how they define and measure ESG performance. At the same time, anti-ESG sentiment has also gained momentum across the United States, with several states and Congress having proposed or enacted “anti-ESG” policies, legislation or initiatives or issued related legal opinions. Godspeed Capital and the ESG Policy and associated ESG practices could become subject to additional regulation, regulatory scrutiny, penalties or enforcement in the future, and Godspeed Capital cannot guarantee that its current approach, including the ESG Policy and associated ESG practices, will meet future regulatory requirements, reporting frameworks or best practices, increasing the risk of related enforcement. Compliance with new requirements is expected to lead to increased management burdens and costs.

**Climate Change-Related Risks.** Godspeed Capital and the SPVs could be exposed to potential physical risks from possible future changes in climate. Godspeed Capital and the SPVs’ Portfolio Companies could be exposed to rare catastrophic weather events, such as severe storms or floods. If the frequency of extreme weather events increases due to climate change, Godspeed Capital and the SPVs’ exposure to these events could increase. In addition, Godspeed Capital and the SPVs could be adversely impacted by regulatory changes related to climate change as a result of potential impacts of such changes on the supply chain or stricter energy efficiency standards for buildings.

Godspeed Capital and the SPVs cannot provide any assurance that any existing or future regulatory changes will not materially and adversely impact Godspeed Capital and the SPVs' operations and business in the future.

**Financial Institution Risk; Distress Events.** An investment in an SPV is subject to the risk that one of the SPV's banks, brokers, hedging counterparties, lenders or other custodians of some or all of the SPV's assets (each, a "Financial Institution") fails to perform its obligations or experiences insolvency, closure, receivership or other financial distress or difficulty, similar to that experienced by Silicon Valley Bank and Signature Bank in March 2023 (each, a "Distress Event"). Distress Events can be caused by factors including eroding market sentiment, significant withdrawals, fraud, malfeasance, poor performance or accounting irregularities. In the event a Financial Institution experiences a Distress Event, Godspeed Capital, the SPVs and/or their Portfolio Companies may not be able to access deposits, borrowing facilities or other services for an extended period of time or ever. Although assets held by regulated Financial Institutions in the United States frequently are insured up to stated balance amounts by organizations such as the Federal Deposit Insurance Corporation ("FDIC"), in the case of banks, or the Securities Investor Protection Corporation ("SIPC"), in the case of certain broker-dealers, amounts in excess of the relevant insurance are subject to risk of loss, and any non-U.S. Financial Institutions that are not subject to similar regimes pose increased risk of loss. Although in recent years governmental intervention has resulted in additional protections for depositors, there can be no assurance that the government will intervene in a Distress Event or, that if there is governmental intervention, will be successful or avoid the risk of loss, substantial delays or negative impact on banking or brokerage conditions or markets.

Any Distress Event has a potentially adverse effect on the ability of Godspeed Capital to manage the SPVs and their investments, and on the ability of Godspeed Capital, any SPV and/or Portfolio Companies to maintain operations, which in each case could result in significant losses and unconsummated investment acquisitions and dispositions. Such losses have the potential to include fees and expenses in the event Godspeed Capital or an SPV is not able to close a transaction (whether due to the inability to draw capital on a credit line provided by a Financial Institution experiencing a Distress Event, the inability of Investors to make capital contributions or otherwise), as well the inability of an SPV to acquire or dispose of investments at prices that Godspeed Capital believes reflect the fair value of such investments and/or the inability of Portfolio Companies to make payroll, fulfill obligations and maintain operations. Although Godspeed Capital expects to exercise contractual remedies under the agreements with Financial Institutions in the event of a Distress Event, there can be no assurance that such remedies will be successful or avoid losses or delays.

Many Financial Institutions require, as a condition to using their services or otherwise, that Godspeed Capital and/or the relevant SPV maintain all or a set amount or percentage of their respective accounts or assets with the Financial Institution, which heightens the risks associated with a Distress Event with respect to such Financial Institution. Although Godspeed Capital seeks to do business with Financial Institutions that it believes are creditworthy and capable of fulfilling their respective obligations to the SPVs, Godspeed Capital is under no obligation to use a minimum number of Financial Institutions with respect to any SPV, or to maintain account balances at or below the relevant insured amounts.

**Limited Liability of General Partner and the Firm; Indemnification.** The operating agreement of each SPV provides that such SPV will indemnify the Firm, the Managing Partner and their respective affiliates and subsidiaries and any and all officers, directors, managers, stockholders,

members, partners, employees and agents of any of the foregoing (each, an “Indemnatee” and collectively, the “Indemnitees”) to the fullest extent permitted by law from and against any and all losses, claims, demands, costs, damages, liabilities, joint or several, expense of any nature (including attorneys’ fees and disbursements), judgments, fines, settlements and other amounts (collectively, “Damages”) arising from any and all claims, demands, actions, suits or proceedings, civil, criminal, administrative or investigative, in which the Indemnatee may be involved, or threatened to be involved as a party or otherwise, relating to the performance or nonperformance of any act concerning the activities of such SPV, if (i) the actions of the Indemnatee did not constitute gross negligence, willful misconduct, fraud, or intentional breach of (x) a fiduciary duty, in each case related to the Portfolio Company or such SPV or (y) its duties under the terms of such SPV’s operating agreement, and (ii) such Damages are not the result of a purely internal dispute between or among the Indemnitees. The SPV’s operating agreements also provide that expenses, including attorney fees, incurred by any Indemnatee in defending a proceeding will, to the extent of available funds, be paid by an SPV in advance of the final disposition of such proceeding, including any appeal therefrom, upon receipt of a written undertaking satisfactory to the Firm by or on behalf of such Indemnatee to repay such amount in the event of a final determination that such Indemnatee is not entitled to be indemnified by such SPV (provided that in connection with an action against any Indemnatee brought on behalf of such SPV by Investors representing a majority-in-interest of such SPV, such SPV will not advance the expenses incurred by such Indemnatee unless such Indemnatee has prevailed with respect to such action).

**Investments In Countries Outside the United States.** Future SPVs or existing SPVs could certain investments in countries outside of the United States. The value of such non-U.S. investments could be materially adversely affected by relative inflation, currency devaluation, interest rate fluctuations, exchange rate fluctuations, changes in governmental policies (including foreign investment policy, trade policy, and taxation), social instability, and other economic or political developments in such countries or the United States.

**Currency and Foreign Exchange Risks.** The SPVs’ books and records are denominated in United States dollars, and distributions will generally be made in United States dollars (or, in certain circumstances in securities in kind). However, the Funds may make investments in other currencies, and changes in the exchange rates between such currencies and the United States dollar could have an adverse effect on the Funds, including the amounts available for distribution and the value of securities to be distributed in-kind.

**Considerations for Investments by Benefit Plans.** The SPVs intend that the assets of the SPVs will not be “plan assets” for purposes of the U.S. Employee Retirement Income Security Act of 1974, as amended (“ERISA”), and/or Section 4975 of the U.S. Internal Revenue Code of 1986, as amended (the “Code”). No assurance can be given, however, that the SPVs’ assets will never constitute “plan assets.” If an SPV’s assets were deemed to be “plan assets” for purposes of ERISA and/or the Code, the managing member of the applicable SPV could be deemed a fiduciary with respect to plan assets and there could be adverse consequences for the applicable SPV. In order to participate in any SPV, Investors must represent that they are not, and are not acquiring, an interest in such SPV on behalf of or with the assets of, an employee benefit plan subject to Title I of ERISA, a plan, individual retirement account or other arrangement subject to Section 4975 of the Code or an employee benefit plan or other plan or arrangement subject to any laws, rules or regulations similar to Title I of ERISA or Section 4975 of the Code. The Investors will be required to promptly provide such information as an SPV may from time to time reasonably request for purposes of determining whether the assets of such SPV constitute “plan assets” for purposes of ERISA.



**Co-Investment Risks.** Each Investor has the right to elect not to participate in all or any portion of its pro rata share of any investment under the terms of each Exclusivity Agreement. In the event that (i) not all Investors participate in an investment opportunity or (ii) there is excess capacity in respect of an investment opportunity as a result of an Investor participating in less than 100% of its pro rata share of such investment opportunity (the “Excess Capacity”), the Firm will offer any such remaining Excess Capacity first to those Investors who have already elected to participate in such investment, on a pro rata basis (calculated in accordance with the amounts such Investors have already committed towards such investment). Thereafter, if Excess Capacity still remains, Godspeed Capital may permit any of its affiliate(s) and/or any outside investors who are not Investors of the Program (each, an “Outside Investor”) to contribute any remaining portion of the Excess Capacity on terms not more favorable in all material respects in respect of Portfolio Management Fees (excluding, for the avoidance of doubt, certain exclusivity fees set forth in the Exclusivity Agreements), carried interest and any other material term set forth in the operating agreement of the SPV formed in connection with such investment than those offered to the Investors (subject to customary exceptions for legal, tax or regulatory purposes). To the extent one or more Outside Investors participates in an investment, the assets of the applicable SPV could become exposed to the risk of claims involving one or more such Outside Investors. Godspeed Capital intends to mitigate such risks as it deems appropriate from time to time, but there can be no guarantee that such risks will be mitigated in full. Participation by Outside Investors could also involve risks not present in investments where a third party is not involved, including the possibility that such Outside Investor may at any time have economic or business interests or goals that are inconsistent with those of the Program, the applicable SPV or the Investors, may be in a position to take action contrary to the investment objectives of the Program or the applicable SPV, or may fail to fund their share of capital requirements or otherwise default on their obligations with respect to such investment.

In addition, Godspeed Capital may also, at its option, offer one or more Outside Investors who are directors, officers or employees of Godspeed or any of its affiliates (and not, for the avoidance of doubt, the Managing Partner) the opportunity to participate in any investment opportunity in any amount not exceeding, in the aggregate, the lesser of (x) 1.25% of the aggregate capital required therefor and (y) \$400,000. This will have the effect of limiting the size of the Investors’ investment in such investment opportunity.

**B. Potential Conflicts of Interest:** *Investors should be aware that there will be occasions on which Godspeed Capital, the Managing Partner and one or more of their respective affiliates will encounter potential or actual conflicts of interest in connection with the Programs, the SPVs and their Portfolio Companies. The following discussion enumerates certain potential or actual conflicts of interest that should be carefully evaluated before making an investment in an SPV. The following discussion, however, does not purport to enumerate all potential or actual conflicts of interests that will arise in connection with an investment in a SPV. For a complete explanation of an SPVs’ relevant investment strategy and their associated risks, investors should review the relevant Governing Documents, which contain other related details not discussed below.*

Generally. The structure and operations of the Programs and the SPVs are subject to actual and potential conflicts of interest, including, but not limited to, those described above and those set forth below.

Other Business Activities. The Managing Partner is generally expected to devote substantially all of his business time to the affairs of the Program, the SPVs and/or its investments and continue to control the Firm. To the extent the Managing Partner ceases to do any of the foregoing, this could give rise to a “key person event” as set forth in the Governing Documents. As fully disclosed in the Governing Documents, the consequences of such “key person event” could include, without limitation, the removal of the applicable SPV’s managing member (an affiliate of Godspeed Capital) from such SPV. Godspeed Capital and other professional employees thereof are not otherwise subject to any other time-devotion requirements.

Other Investment and Trading Activities. Subject to the terms and conditions of the Governing Documents, in the future, Godspeed Capital could invest and trade for other investment funds or accounts with investment objectives and strategies that are the same as, or overlap with, those of the Programs or the SPVs and for investment funds or accounts in which employees of Godspeed Capital and their respective affiliates, including Managing Partner (collectively, “employees and affiliates”) have substantial ownership interests from time to time. In addition, Godspeed Capital’s employees and affiliates could from time to time invest and trade for their own accounts or the accounts of family members, friends or investment vehicles established for the benefit of any of such persons. In addition, in their respective investing and trading for proprietary and other accounts, Godspeed Capital and its employees and affiliates could take positions that are the same as or different from those taken on behalf of the SPVs. All investing and trading by employees and affiliates of Godspeed Capital for their proprietary accounts and other accounts not managed by Godspeed Capital will be subject to Godspeed Capital’s code of ethics. The records of any such investing and trading will not be available for inspection by Investors or other persons except to the extent required by applicable law.

Godspeed Capital could also receive different compensation from, and Godspeed Capital and its employees and affiliates could invest different amounts of proprietary capital in, different funds or investments, and it could have a financial incentive to favor funds or investments with respect to which Godspeed Capital or its employees or affiliates receives greater compensation or in which Godspeed Capital, its employees or affiliates have invested significant amounts of proprietary capital.

Carried Interest Distributions. The existence of the Carried Interest creates an incentive for the Firm to make investments that are riskier or more speculative or subject to greater risk of loss than would be the case in the absence of such compensation. In addition, the Carried Interest, if made, could result in distributions to the managing member of any of the SPVs that are greater than the amounts allocable or distributable to general partners or managers of similar investment funds and vehicles.

Diverse Partners. The Investors that participate in the SPVs are likely to have conflicting investment, tax and other interests with respect to their investments in the SPVs. The conflicting interests of individual Investors could relate to or arise from, among other things, the nature of the investments made by the SPVs, the structuring or the acquisition of investments and the timing of disposition of investments. As a consequence, conflicts of interest will arise in connection with decisions made by the managing member of each SPV, including with respect to the nature or structuring of investments, that will be more beneficial for one Investor than for another Investor, especially with respect to Investors’ individual tax situations. In selecting and structuring investments appropriate for a particular SPV, the Firm will consider the investment and tax objectives of the SPV and its participating Investors taken as a whole, not the investment, tax or

other objectives of any Investor individually. There can be no assurance that a result will not be more advantageous to one or more Investors than to a particular Investor.

Service Providers. Service providers or affiliates of service providers (including lenders, brokers, accountants, administrators, bankers, consultants, attorneys, and investment banking firms) of the Godspeed Capital, the SPVs or one or more of their Portfolio Companies will be in a position to provide certain services to the Managing Partner, Godspeed Capital, or members of the Godspeed Capital Team with respect to non-SPV matters. Godspeed Capital generally exercises discretion to recommend to an SPV or Portfolio Company (or an affiliate thereof) that it contract for services with such service providers, and such service providers could include: (i) Godspeed Capital or a related person of Godspeed Capital (which could include a Portfolio Company (or an affiliate thereof) of an SPV or a minority investor in Godspeed Capital); (ii) an entity with which Godspeed Capital or its affiliates or current or former personnel has a relationship or from which Godspeed Capital or its affiliates or their personnel otherwise derives financial or other benefit, including relationships with joint venturers or co-venturers, or relationships where Godspeed Capital personnel are seconded, or from which Godspeed Capital receives secondees; or (iii) certain Investors or their affiliates. As such, the receipt of services with respect to non-SPV matters has the potential to influence or have the appearance of influencing Godspeed Capital's decision whether to select such service provider for Godspeed Capital or the SPVs or whether to recommend such service provider to a Portfolio Company. Furthermore, to the extent such service provider relies or depends on Godspeed Capital for such recommendations or selection, such service provider will be conflicted in the course of work that otherwise requires independence or impartiality. For instance, if such service provider relies or depends on the referrals or the direction of the Managing Partner, Godspeed Capital or members of the Godspeed Capital Team for work performed for an SPV, such service provider will be inclined to provide better or more resources to the work of Godspeed Capital, the Managing Partner or the Godspeed Capital Team than to the work of such SPV. In addition, Godspeed Capital has entered into (and expects to continue to enter into) arrangements with service providers that provide fee discounts for certain services rendered to Godspeed Capital or to an SPV (but which discounts will not necessarily be afforded to another SPV or any Portfolio Company).

Godspeed Capital has incentives to use or to recommend products or services of one Portfolio Company to another, which generally will involve fees, commissions, servicing payments or other compensation. This discretion subjects Godspeed Capital to conflicts of interest, because, although Godspeed Capital selects service providers that it believes are aligned with its operational strategies and will enhance Portfolio Company performance and, relatedly, returns of the relevant SPV, Godspeed Capital has a potential incentive to recommend the related or other person (including an Investor) because of its financial or other business interest or because Godspeed Capital has incentives to maintain goodwill between it and its former, existing and prospective Portfolio Companies. There is a possibility that Godspeed Capital, 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 SPVs or Godspeed Capital), would favor such retention or continuation even if a better price and/or quality of service could be obtained from another person. Godspeed Capital will not necessarily seek out the lowest cost options when incurring (or causing an SPV or its Portfolio Companies to incur) such expenses. Although Godspeed Capital generally seeks appropriate rates for services, it reserves the right to prioritize prior usage, perceived quality, sector competence or expertise, familiarity, onboarding speed or other factors in retaining or recommending service providers.

## **Item 9. Disciplinary Information**

There have been no legal or disciplinary events involving either Godspeed Capital or any of its management persons that are material to Godspeed Capital's advisory business.

## **Item 10. Other Financial Industry Activities and Affiliations**

- A. Neither Godspeed Capital nor any of its management persons are registered, or have an application pending to register, as a broker-dealer or a registered representative of a broker-dealer.
- B. Neither Godspeed Capital nor any of its management persons are registered, or have an application pending to register, as a futures commission merchant, commodity pool operator, a commodity trading advisor, or an associated person of the foregoing entities.
- C. Godspeed Capital does not recommend or select other investment advisers for its SPVs.

## **Item 11. Code of Ethics, Participation or Interests in Fund Transactions and Personal Trading**

A. Godspeed Capital has adopted a Code of Ethics (the "Code") to comply with Rule 204A-1 under the Advisers Act. The Code describes the Firm's fiduciary duties and responsibilities to its SPVs, requires that the Firm's employees act in the best interests of SPVs to the exclusion of contrary interests, act in good faith and in an ethical manner, avoid conflicts of interest with SPVs to the extent reasonably possible, and identify and manage conflicts of interest to the extent that they arise. Godspeed Capital's employees are also required to comply with applicable provisions of the U.S. federal securities laws and make prompt reports to the Firm or other appropriate party of any actual or suspected violations of such laws by Godspeed Capital or its employees. In addition, the Code sets forth formal policies and procedures with respect to the personal securities trading activities of Godspeed Capital's employees.

The Code prohibits personal securities transactions of issuers who have been placed on the Firm's restricted list, and requires written pre-approval for all initial public offerings, private placements, and transactions in "Reportable Securities". The Code requires employees and their immediate family members, subject to certain exceptions, to report all transactions in Reportable Securities quarterly, within 30 days of the end of the calendar quarter, and provide a summary of securities holdings initially, within 10 days of hire for information current as of a date not more than 45 days prior, and on an annual basis thereafter, not later than by February 14<sup>th</sup> of each year, for information current as of December 31 of the prior year. The Code also addresses outside activities of employees, conflicts of interest, policies and procedures concerning the prevention of insider trading, restrictions on the acceptance of significant gifts and the reporting of certain gifts and business entertainment items, and the pre-clearance and reporting of political contributions. Godspeed Capital will provide a complete copy of its Code to any prospective investor or investor upon request sent to the Chief Compliance Officer of Godspeed Capital.

B. Except as set forth in the Governing Documents, neither Godspeed Capital nor any of Godspeed Capital's related persons recommend to SPVs, or buys or sells for SPV accounts, securities in which Godspeed Capital or Godspeed Capital's related persons have a material financial interest.

C. Except as set forth in the Governing Documents, neither Godspeed Capital nor any of Godspeed Capital's related persons invest in the same securities that Godspeed Capital or Godspeed Capital's related persons pursue for the SPVs.

D. Except as set forth in the Governing Documents, neither Godspeed Capital nor any of Godspeed Capital's related persons recommends securities to its SPVs, or buys or sells securities for SPV accounts, at or about the same time that Godspeed Capital or Godspeed Capital's related persons buys or sells the same securities for Godspeed Capital's own, or Godspeed Capital's related person's own account.

## **Item 12. Brokerage Practices**

Godspeed Capital does not make regular use of brokers for the purposes of purchasing or selling securities on behalf of the SPVs because the securities that it typically purchases or sells on behalf of SPVs are acquired and/or disposed of in privately negotiated purchase and sale transactions.

From time to time, Godspeed Capital could use a broker to effect transactions in public securities resulting from, or in connection with, SPV investments. In those instances, Godspeed Capital has full discretionary authority with respect to the selection of, and commissions paid to, brokers. If Godspeed Capital determines to engage a broker, it will select the broker considering the range and quality of its brokerage services, its execution capability, commission rate, financial responsibility and responsiveness, and the value of research provided, if any. In order to minimize execution costs and obtain best execution for the SPVs, Godspeed Capital will be permitted to aggregate orders for multiple SPVs, as long as aggregating would be in the best interests of each participating SPV. To the extent any SPV trades public securities, Godspeed Capital will cause such SPV to follow applicable SEC guidelines to seek best execution when implementing such transactions.

Godspeed Capital does not have formal soft dollar arrangements. However, Godspeed Capital could receive access to research made available through brokerage firms or investment banks. Godspeed Capital believes this research is available to all managers of similar size. Godspeed Capital does not direct transactions in lieu of payments for research or other services that do not benefit the SPVs.

## **Item 13. Review of Accounts**

Godspeed Capital maintains continuous and ongoing oversight and review of the SPVs' portfolio holdings by members of the Godspeed Capital's investment committee (the "Investment Committee") and the Chief Compliance Officer. Godspeed Capital furnishes audited financial statements to the Investors annually. In addition, on a quarterly basis Godspeed Capital generally provides Investors with unaudited financial statements and investor-specific account statements. Godspeed Capital will furnish to each Investor a Schedule K-1 (Internal Revenue Service Form 1065) or an equivalent report annually.

## **Item 14. Client Referrals and Other Compensation**

The Firm does not receive an economic benefit from anyone, other than pursuant to the Governing Documents and, in connection with providing investment advice or other advisory services to the Firm's SPVs, pursuant the operating agreements of the SPVs.

## **Item 15. Custody**

Under Rule 206(4)-2 of the Advisers Act, Godspeed Capital is deemed to have custody of the assets of the SPVs due to the Firm's ability to withdraw the SPVs' cash and/or securities held with a qualified custodian upon the Firm's instruction to the custodian.

In accordance with the Custody Rule, the Firm adheres to the applicable requirements of the Custody Rule with respect to the SPVs' public assets. All cash and certificated securities for the SPVs are held in custody by independent qualified custodians. The CCO ensures that all privately offered securities, not held at a qualified custodian, do not violate the "Private Security Exemption" provided in the Custody Rule. Godspeed Capital's partners are responsible for arranging for annual independent audits of the SPVs conducted in accordance with U.S. Generally Accepting Auditing Standards ("U.S. GAAS") by an independent public accountant within 120 days of the SPVs' fiscal year end and for obtaining audited financial statements prepared in accordance with U.S. GAAP. Godspeed Capital arranges for the delivery of such audited financial statements to investors of the SPVs within 120 days of the SPVs' fiscal year end.

## **Item 16. Investment Discretion**

Pursuant to the SPV's operating agreements, Godspeed Capital (through its affiliates that serve as the managing members of the SPVs) accepts discretionary authority to manage securities accounts on behalf of the SPVs.

## **Item 17. Voting Fund Securities**

While the expected investments made by SPVs are not typically the subject of proxies, there could be certain circumstances where Godspeed Capital or its affiliates, having discretionary authority over the accounts of certain SPVs, could be asked to vote the securities of such SPVs on restructuring or other corporate matters. Godspeed Capital will ensure that a record of each securities position held by each SPV is maintained and, where any such vote is to occur, will ensure that it receives all relevant information, disclosure materials and such proxies or consents as are necessary for it to cast votes in a timely manner.

Godspeed Capital would also determine where there is, or appears to be, a material conflict of interest that could influence the voting decision in a manner that would be adverse to the interests of an SPV. If Godspeed Capital determines that there is no material conflict of interests, then it will make the voting determination and take the required voting action. If Godspeed Capital determines that, due to a conflict of interests, it is not capable of making an independent determination as to the voting decision, then the Firm would undertake steps necessary to mitigate such conflict to the extent reasonably practicable (which could include, but is not required to include, consulting with a majority-in-interest of the applicable Investors).

The SPVs generally do not have the authority to direct Godspeed Capital's vote in a particular solicitation. A copy of the proxy voting policies and procedures will be provided to any SPV or Investor (including prospective Investors) upon request.

**Item 18. Financial Information**

Godspeed Capital is not aware of any financial condition that is reasonably likely to impair its ability to meet its contractual commitments to the SPVs. Godspeed Capital has not been the subject of a bankruptcy petition.

**Item 19. Requirements for State-Registered Advisers**

Not Applicable.