



ALIYA

**Aliya Capital
Partners, LLC**

(Part 2A & 2B of Form ADV)

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April 1, 2024

This brochure provides information about the qualifications and business practices of Aliya Capital Partners LLC ("Aliya" or the "Adviser"). If you have any questions about the contents of this brochure, please contact us at: 305-831-4999 or compliance@aliyacapitalpartners.com.

The information in this brochure has not been approved or verified by the United States Securities and Exchange Commission, or by any state securities authority.

Registration of an investment adviser does not imply any level of skill or training. The oral and written communications received from an adviser provide you with information about which to utilize in determining to hire or retain an investment adviser.

Additional information about Aliya Capital Partners LLC is available on the SEC's website at www.adviserinfo.sec.gov

Item 2 – Material Changes

Annual Update

Aliya is required to file an annual updating amendment to its Form ADV within 90 days of the end of the Adviser's fiscal year.

This update represents an '**Annual Amendment**' with no material changes since the previous Brochure.

Material Changes since the June 22, 2023, Other than Annual Amendment

There are no material updates to report in this brochure.

Brochure Available

Whenever you would like to receive a copy of our Firm Brochure free of charge, please contact us by telephone at 305-831-4999 or by email at info@aliyacapitalpartners.com

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Item 4 – Advisory Business

Firm Description

Aliya Capital Partners LLC (“Aliya” or the “Adviser”) was organized in October of 2020 to offer fee-based investment advice, consulting and related wealth and corporate advisory services to its clients including individuals, high net worth clients, companies, foundations, pooled investment companies, governmental agencies, and endowments. Clients may select from a range of investment management services, including discretionary and non-discretionary investment advisory, portfolio management (implemented by Aliya or an independent third-party manager), investment consulting and financial planning. Aliya advisors may be specialists in areas such as wealth management, investment consulting, portfolio management, asset allocation, cash management, and/or financial or estate planning.

Investment advice is provided on either a discretionary or non-discretionary basis, with each client making the final decision on investment selection when being advised on a non-discretionary basis. When the Adviser is advising clients on a discretionary basis, Aliya may make the final investment decisions and place trades for clients under a limited power of attorney. Aliya Capital Partners LLC does not act as a custodian of client assets; therefore, the client always maintains asset control.

Principal Owners

Aliya is a Delaware limited liability company based in Miami, Florida. Its principal owners are Aliya Capital LLC a Delaware Limited Liability Company Ultimately owned by Ross Menachem Kestin and Leste Holding LLC a Delaware LLC ultimately owned by Emmanuel Hermann. For more information, related to the ownership or management structure of the Adviser, please contact Aliya, or visit www.adviserinfo.sec.gov.

Types of Advisory Services

Aliya Capital Partners LLC provides investment and supervisory services. More specifically, Aliya provides Asset Management Services, Advisory Services, and furnishes investment advice through consultations on both a fixed fee and/or hourly basis.

On more than an occasional basis, Aliya Capital Partners LLC furnishes advice to clients on matters not involving securities, such as financial planning matters, taxation issues, and trust services that may include estate planning.

Tailored Relationships

The goals and objectives for each client are documented by the Adviser and typically will vary by client. Investment policy statements may be created that reflect the stated goals and objectives of each client. ALIYA’s Investment Adviser Representatives (“IARs”) work with their clients to identify their investment goals and objectives, as well as risk tolerance, in order to create an initial portfolio allocation designed to complement the client’s financial situation and personal circumstances.

The initial meeting to review clients’ investment portfolios may be conducted by telephone or in person and is free of charge. The initial meeting is considered an exploratory interview to determine the extent to which financial planning and investment management may be beneficial to each potential and current client.

The IAR may periodically rebalance the client's account to maintain the initially agreed upon strategic and

tactical asset allocation. However, no changes are made to the agreed-upon asset allocation in non-discretionary accounts without prior client review and consent.

Clients have ready access to their respective IAR. IAR's are not required to be available for unscheduled or unannounced visits by clients. However, IARs are expected to periodically meet with clients and should generally be available to take client telephone calls on advisory-related matters. Each client has the opportunity to place reasonable restrictions on the type of investments to be held in the portfolio.

Other professionals (e.g., lawyers, accountants, insurance agents, etc.) may be recommended to clients or engaged directly by the client on an as-needed basis. Conflicts of interest related to recommendations of other professionals will be disclosed to the client in the event they should occur.

Aliya's' Agreements may not be assigned without client consent.

Types of Agreements

Aliya does not participate in wrap fee programs by providing portfolio management services. The following agreements define the typical client relationships.

Advisory Service Agreement

Most clients choose to have Aliya Capital Partners LLC manage their assets in order to obtain ongoing in-depth advice and investment planning. All aspects of the client's financial affairs are reviewed, which may include those of their children. Realistic and measurable goals are set and objectives to reach those goals are defined. As goals and objectives change over time, suggestions are made and implemented on an ongoing basis.

The scope of work and fee for an Advisory Service Agreement is provided to the client in writing prior to the start of the relationship. An Advisory Service Agreement includes: cash flow management; investment management (including performance reporting); education planning; retirement planning; estate planning; as well as the implementation of recommendations within each area.

The annual Advisory Service Agreement fee is based on a percentage of the investable assets and/or the services provided. Fees are negotiable and can range from 0.10% to 1.75%.

The minimum annual fee is \$1,000 and is negotiable with each client. Client relationships may be established and exist where the fees are higher or lower than the fee schedules provided above.

Hourly Planning Engagements

Aliya Capital Partners LLC provides hourly advisory and/or planning services for clients who need advice on a limited scope of work. The hourly rate for limited scope engagements varies, yet will not exceed \$500 per hour.

Asset Management

Client's portfolio may consist of a variety of financial products, including, but not limited to exchange-traded funds ("ETFs"), mutual funds, equities, options, bonds, private placements and potentially other products. The investment strategies utilized, and portfolios constructed and managed depend on the individual client's investment objectives and goals as provided to the IAR. Initial public offerings ("IPO's") may be available through custodian partners and will be evaluated on a one of basis. Please note that investment products are typically purchased or sold through a brokerage account when appropriate. The brokerage firm typically charges a fee for investment products and Aliya almost exclusively recommends clients to the clearing agent or custodian of the client.

Securities transactions are typically effected through an unaffiliated custodian, such as Charles Schwab & Co. Inc., an advisory custodian platform and prime broker clearing firm, a California company and a member of the Financial Industry Regulatory Authority (FINRA) and Securities Investor Protection Corporation (SIPC). Charles Schwab & Co. Inc. may act as custodian for client accounts and executes, clears and settles securities trades. Aliya has also entered into a clearing arrangement with Select broker-dealer Securities to introduce accounts into Charles Schwab & Co. Inc. as custodian and may clear and settle trades (provide "Brokerage Services") to the advisory clients of the Firm.

The annual Asset Management Service Agreement fee is based on a percentage of the investable assets and/or the services provided. Fees are negotiable and can range from 0.10% to 1.75%.

The minimum annual fee is \$1,000 and is negotiable with each client. Client relationships may be established and exist where the fees are higher or lower than the fee schedules provided above.

Please be advised that clients may choose to utilize a different broker-dealer, aside from those recommended by Aliya and similar products and services may be purchased for a lower cost than offered by the Firm.

Assets Under Management

Aliya Capital Partners has \$1,004,902,217 in assets under management ("AUM") as of December 31, 2023, consisting of \$993,477,884 of discretionary managed assets and \$11,424,333 of non-discretionary managed assets. Aliya's discretionary assets include assets of the 33 Private Funds that the adviser provides investment management services to.

Termination of Agreement

Although the Advisory Service Agreement is an ongoing agreement and constant adjustments are required, the length of service to the client is at the client's discretion. The client or the investment manager may terminate an Agreement by written notice to the other party with a (30) thirty – day advance notice or as agreed upon otherwise between the client and the Adviser.

If an agreement is terminated during a period in which the client has already paid Aliya its advisory fees in advance, then the Adviser will reimburse, on a pro-rated basis, the remaining advisory fees collected for any service not rendered; these fees will be sent to the client's address of record, unless otherwise directed by the client, within (30) days of termination of the agreement.

Item 5 – Fees and Compensation

Description

Aliya Capital Partners LLC bases its fees on a percentage of assets under management, hourly charges, or fixed fees.

Some fees may be priced on an hourly basis (i.e., in connection with a client's request to review existing portfolios).

At the specific request of a client, and on an exception basis only, discretionary management services previously described may be offered for a performance fee. This means that our fees would be based upon a share of capital gains or capital appreciation of a client's assets. Any performance fee arrangements will comply with Section 205-3 of the Investment Advisers Act of 1940. To qualify for a performance-based fee, the client must either have at least \$1.1 million in assets under management with us or provide us with documentation evidencing that the client has a net worth of at least \$2.2 million or is a "qualified purchaser" under Section 2(a)(51)(A) of the Investment Company Act of 1940. The performance fee charged will be negotiated with the client and will depend upon the total assets under our management. The performance fee may be coupled with an asset-based fee. The fee schedule will be disclosed in the client agreement before any services are provided. The fee is payable quarterly and in arrears.

Some fixed fees may be priced based on the complexity of work, especially when asset management is not the most significant part of the relationship.

All fees are negotiable between the Adviser and each client.

Fee Billing

All fees are billed quarterly, in arrears, meaning that we invoice you after the three-month billing period has ended. Payment in full is expected upon invoice presentation. Aliya may also debit relevant fees directly from accounts maintained at unaffiliated custodians such as custodian Charles Schwab & Co. Inc. Broker-Dealer. The client must consent in advance to direct debiting of their investment account.

Hourly and Fixed Fees are also invoiced in arrears, with the balance due upon delivery of the specific advice or services provided or as otherwise agreed upon between the client and the Adviser.

Other Fees

Custodians may charge transaction fees on purchases or sales of certain investment products, including, but not limited to mutual funds and exchange-traded funds. These transaction charges are usually small and incidental to the purchase or sale of a security. The selection of the security is considered more important than the nominal fee that the custodian charges to buy or sell the security.

Aliya Capital Partners LLC, in its sole discretion, may waive its minimum fee and/or charge a lesser investment advisory fee based upon certain criteria (e.g., historical relationship, type of assets, anticipated future earning capacity, anticipated future additional assets, dollar amounts of assets to be managed, related accounts, account composition, negotiations with clients, etc.).

Expense Ratios

Mutual funds generally charge a management fee for their services as investment managers. The management fee is called an expense ratio. For example, an expense ratio of 0.50 means that the mutual fund company charges 0.5% for their services. These fees are in addition to the fees paid by you to Aliya Capital Partners LLC.

Performance figures quoted by mutual fund companies in various publications are after their fees have been deducted.

Past Due Accounts and Termination of Agreement

Aliya Capital Partners LLC reserves the right to stop work on any account that is more than (10) ten days overdue and reserves the right to terminate any engagement where a client has willfully concealed or has refused to provide pertinent information about financial situations when necessary and appropriate, in Aliya Capital Partners LLC's judgment, to providing proper financial advice. Any unused portion of fees collected in advance will be refunded within (30) thirty days as previously described in the Brochure.

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

As described in Item 5 above, Aliya Capital Partners may charge performance-based fees (fees based on a share of capital gains on or capital appreciation of the managed assets of a client) in connection with its discretionary advisory services. Performance-based fees will be charged only for accounts of "qualified clients" as such term is defined by the SEC under the Investment Advisers Act of 1940, specifically Rule 205-3. Additionally, in connection with the advisory services provided to the offshore funds, Aliya and certain of its officers or employees and related entities may receive incentive compensation that is tied explicitly to the performance of the particular fund. A description of how the performance-based fees are calculated and when such fees are due is set forth more fully in the fund's private placement memorandum. The existence of this type of compensation arrangement may create an incentive for Aliya to cause a fund to make or recommend that the fund makes riskier or more speculative investments than would be the case in the absence of the performance-based compensation arrangement. Certain separately managed accounts and certain offshore funds may not be charged such a performance-based fee. The management of accounts and funds that pay a performance-based fee alongside accounts and funds that pay only an asset-based fee may create additional conflicts of interest. An investment adviser may have an incentive to favor the performance-based fee accounts when allocating promising or profitable investment opportunities and may avoid allocating less promising or unprofitable investment opportunities to such accounts. We believe that this conflict of interest is mitigated to the extent that the accounts and funds have distinct investment strategies. Where there are crossovers in strategies, the Firm's Chief Compliance Officer is tasked with identifying irregularities or abuses in the allocation of an investment idea or opportunity.

Item 7 – Types of Clients

Description

Aliya Capital Partners LLC provides investment advice and services to individuals, family offices, pooled investment companies, governmental agencies, institutions, trusts, estates, corporations and other business entities. Client relationships vary in scope and length of service.

Account Minimums

The minimum account size is typically \$100,000 of assets under management, yet depending upon circumstances, Aliya has the discretion to waive the account minimum. For instance, accounts of less than \$100,000 may be set up when the client and the Adviser anticipate that the client will add additional funds to the accounts bringing the total to \$100,000 within a reasonable period of time. Other exceptions will apply to employees of Aliya and their relatives, or relatives of existing clients.

Clients receiving ongoing asset management services will be assessed a \$1,000 minimum annual fee. Clients with assets below the minimum account size may pay a higher percentage rate on their annual fees than the fees paid by clients with greater assets under management.

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

Methods of Analysis

Security analysis methods may include charting, fundamental analysis, technical analysis, and cyclical analysis.

The main sources of information include financial newspapers and magazines, inspections of corporate activities, research materials prepared by others, corporate rating services, timing services, annual reports, prospectuses, filings with the Securities and Exchange Commission, and company press releases.

Investment Strategies

The investment strategy for a specific client is based upon the objectives stated by the client during consultations. The client may change these objectives at any time. Aliya's investment strategies may vary greatly per client and include both passive and/or active asset management.

Other strategies may include long-term purchases, short-term purchases, trading, short sales, margin transactions, and option writing (including covered options, uncovered options or spreading strategies).

Risk of Loss

All investment programs have certain risks that are borne by the investor. Our investment approach constantly keeps the risk of loss in mind. Investors face the following investment risks:

- Interest-rate Risk: Fluctuations in interest rates may cause investment prices to fluctuate. For example, when interest rates rise, yields on existing bonds become less attractive, causing their market values to decline.
- Market Risk: The price of a security may drop in reaction to tangible and intangible events and conditions. This type of risk is caused by external factors independent of a security's particular underlying circumstances. For example, political, economic and social conditions may trigger market events.
- Inflation Risk: When any type of inflation is present, a dollar today will not buy as much as a dollar next year, because purchasing power is eroding at the rate of inflation.
- Currency Risk: Overseas investments are subject to fluctuations in the value of the dollar against the currency of the investment's originating country. This is also referred to as exchange rate risk.
- Reinvestment Risk: This is the risk that future proceeds from investments may have to be reinvested at a potentially lower rate of return (i.e. interest rate). This primarily relates to fixed income securities.

- **Business Risk:** These risks are associated with a particular industry or a particular company within an industry. For example, oil-drilling companies depend on finding oil and then refining it, a lengthy process, before they can generate a profit. They carry a higher risk of profitability than an electric company, which generates its income from a steady stream of customers who buy electricity no matter what the economic environment is like.
- **Liquidity Risk:** Liquidity is the ability to readily convert an investment into cash. Generally, assets are more liquid if many traders are interested in a standardized product. For example, Treasury Bills are highly liquid, while real estate properties are not.
- **Financial Risk:** Excessive borrowing to finance a business' operations increases the risk of profitability, because the company must meet the terms of its obligations in good times and bad. During periods of financial stress, the inability to meet loan obligations may result in bankruptcy and/or a declining market value.

The above risks are not meant to represent all risks associated with investing, and investments typically carry the potential for a loss of your total investment. Please discuss the risks associated with investing with your IAR to ensure you are comfortable with the level of risks in your portfolio.

Item 9 – Disciplinary Information

Legal and Disciplinary

The Adviser and its employees have not been involved in legal or disciplinary events related to past or present investment clients.

Item 10 – Other Financial Industry Activities and Affiliations

Financial Industry Activities

As previously disclosed in this brochure, Aliya is under common control with the Leste Group which also owns the following other affiliated entities that provide financial services, and/or other industry related activities:

| Legal Name | Primary Business Name |
|--|--|
| Leste Capital Partners (Florida), LLC | Leste Capital Partners (Florida), LLC |
| Leste USA, LLC | Leste USA, LLC |

Affiliations

As previously disclosed in this brochure, there are affiliated companies in common control with the Leste Group and Aliya that are material to its advisory of its clients with potential referral business to related group entities. Leste USA, LLC and Leste Capital Partners, LLC are affiliated companies under common control and conduct activities from the same office location in the United States, as such, share common facilities, infrastructure, vendors, as

well maintain various dually associated personnel including the same Chief Compliance Officer. In addition, these companies share a number of common clients although each entity is approved for separate business activities in the United States.

Fortune Partners Group is formerly registered Advisory firm under common control with Aliya, principally for its executive officer, Mr. Ross Menachem Kestin and as a result of such relationships, the potential for conflict exists. Aliya has succeeded as the Adviser to former Fortune Partners Group clients by way of executing new agreements with each referred client.

Additionally, Aliya is affiliated with Aliya Sports Finance GP LLC which serves as a General Partner to a private fund that Aliya manages.

Aliya maintains a strict full disclosure policy and robust procedures to mitigate and adequately handle any conflicts that arise between its affiliated entities. The fees and commissions charged by the Firm and related affiliate in which Aliya refers its clients may potentially be found at a lesser cost.

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

Code of Ethics

The Advisors Act imposes a fiduciary duty on Investment Advisors. As a fiduciary, Aliya has a duty of utmost good faith to act solely in the best interest of each of our clients. Our clients entrust us with their funds and/or investments, which in turn places a high standard on our conduct and integrity. Our fiduciary duty compels all employees to act with the utmost integrity in all of their dealings. This fiduciary duty is the core principle underlying our “Code of Ethics” and represents the expected basis of all of our dealings with our clients. The Code includes policies and procedures developed to protect client’s interests in relation to the following topics:

- The duty at all times to place the interests of clients first.
- The requirement that all personal securities transactions be conducted in such a manner as to be consistent with the code of ethics and to avoid any actual or potential conflict of interest or any abuse of an employee’s position of trust and responsibility.
- The principle that investment advisor personnel should not take inappropriate advantage of their positions.
- The fiduciary principle that information concerning the identity of security holdings and financial circumstances of clients is confidential; and
- The principle that independence in the investment decision-making process is paramount.

We will provide a copy of the Code to any client or prospective client upon request.

Participation or Interest in Client Transactions

IAR’s of Aliya Capital Partners LLC may buy or sell securities that are also held by clients; however, the Adviser and its employees may not trade their own securities ahead of client trades. Employees must comply with the provisions of the Adviser’s Compliance Policies and Procedures, as well as Code of Ethics.

Personal Trading

The Chief Compliance Officer of Aliya Capital Partners LLC is Ross M. Kestin. Mr. Kestin and/or his designees review all employee trades each quarter or more frequently as conducted. The personal trading reviews ensure that the personal trading of employees does not affect the markets, and that clients of the Adviser receive preferential treatment.

Item 12 – Brokerage Practices

Selecting Brokerage Firms

As previously disclosed in this brochure, Aliya has arrangements that are material to its advisory of its clients with the selection of executing brokers and clearing agents where applicable. As a result of these relationships, the potential for conflict exists in that Aliya typically refers all clients to select clearing firm or select broker-dealer. The fees and commissions charged by the Firm and a broker-dealer in which Aliya refers its clients may potentially be found at a lesser cost.

Best Execution

Aliya Capital Partners LLC reviews the execution of trades at its custodian and executing brokers on a periodic basis, no less than quarterly. The review is documented by the Adviser via report review from its clearing agents or individual ticket review where applicable by product.

Soft Dollars

Aliya Capital Partners LLC does not currently maintain any soft dollar arrangements.

Order Aggregation

From time to time, we may determine that the purchase or sale of a particular security is appropriate for multiple advisory client accounts, based on a variety of reasons. When this happens, we may determine that it is appropriate in the interests of efficient and effective execution to attempt to execute the trade orders as one or more block trades (i.e., aggregate the individual trade for each account into one or more trade orders). These circumstances may, in turn, give rise to actual or potential conflicts of interest among the accounts for whom the security purchase or sale is appropriate, and among the subset of those accounts participating in a block trade, especially if the block trade order results in a partial fill. To address these conflicts, we have adopted certain policies and procedures that we follow when aggregating trades in an effort to provide an objective and equitable method of trade allocation so that all clients are treated fairly. The basic objectives of these policies and procedures are as follows:

1. We will only aggregate trades when we believe that the aggregation is consistent with our duty to seek best execution for our clients.
2. We will strive to ensure that no client account is favored over any other client account; and
3. Each account that participates in an aggregated transaction shall participate at the average of the executed share price for that security, with all transaction costs shared on a pro rata basis.

Trade Error Policy

From time to time, errors may occur in the trading process, including (1) overbuying or overselling of securities, into or out of an account, caused by clerical errors made by our personnel, or (2) buying or selling of securities, into or out of an account, which is in violation of a client's stated investment guidelines that had been previously communicated to us in writing.

In all cases of a trade error caused by us, it is our policy to endeavor to resolve the error in the best interest of the client and adjust the trade as needed to put the client's account in such a position as if the error had not occurred. Where our trade error results in a gain and the client is unable or restricted from receiving that gain for any reason, we will donate the gain to charity.

Item 13 – Review of

Accounts Periodic Reviews

Account reviews are performed periodically, no less than quarterly by each IAR and by their supervisors. Account reviews are performed more frequently when market conditions dictate and as requested by Aliya's clients.

Review Triggers

Other conditions that may trigger a review are changes in the tax laws, new investment information, and changes in a client's own situation.

Regular Reports

Account reviewers are members of the Firm's Compliance Department, with the assistance of IARs of the Adviser. They are instructed to consider the client's current security positions and the likelihood that the performance of each security will contribute to the investment objectives of the client.

Clients receive periodic communications on at least an annual basis and where applicable, will receive an account statement or performance report no less than quarterly, and often monthly as activity dictates.

Item 14 – Client Referrals and Other Compensation

Incoming Referrals

Aliya Capital Partners LLC, from time to time, receives client referrals, including referrals from its affiliated entities in common control of the Leste Group. The referrals often come from current clients, attorneys, accountants, employees, personal friends of employees and other similar sources. When Aliya uses solicitors, such as financial intermediaries to obtain new clients, it will comply with the solicitation rule.

In these cases, the Adviser follows a strict disclosure requirement for client's subject to the referral rule to include solicitor's verification letter as well as a contractual agreement stipulating the responsibilities thereunder to its clients.

Referrals Out

Aliya Capital Partners does not currently accept referral fees or any form of remuneration from other professionals when a prospect or client is referred to them.

Other Compensation

Officers and IAR's direct certain brokerage transactions. In this capacity, they may facilitate the purchase and/or sale of securities, and other investment products for their clients, who may or may not have an advisory fee agreement with Aliya. Clients are not required to use a specific broker/dealer to retain the services of the Adviser.

Investment products purchased or sold in broker/dealer accounts may generate transaction fees that would not exist if the purchase or sale were made directly through the issuer of the security, such as a mutual fund company. Mutual funds held in broker/dealer accounts also charge management fees. These Mutual fund management fees may be more or less than the mutual fund management fees charged if the client held the mutual fund directly with the mutual fund company. These management fees are in addition to the management fee charged by the Adviser.

Item 15 – Custody

Account Statements

Aliya does not have custody of client assets; however, due to Aliya and/or its affiliates role as General Partner to Aliya's private fund clients, Aliya is deemed to have custody of its private fund client assets. Client assets are generally held at qualified custodians, which means the custodians provide account statements directly to clients at their address of record at least quarterly. Additionally, Aliya's private fund clients are subject to annual audits of the fund's financial statements by an independent public accountant and the audited financial statements are distributed to the investors in the fund. Finally, each fund engages an independent third party fund administrator that sends account statements at least quarterly to the investors in the private funds.

Performance Reports

Clients are urged to compare the account statements received directly from their custodians to any performance reports provided by Aliya, or even discussions or other communications between the client and the Adviser.

Item 16 – Investment Discretion

Discretionary Authority for Trading

Aliya Capital Partners LLC may accept discretionary authority to manage securities accounts on behalf of clients. Aliya has the authority to determine, without obtaining specific client consent, the securities to be bought or sold, and the amount of the securities to be bought or sold. However, Aliya consults with the client prior to each trade to obtain concurrence if a blanket trading authorization has not been given.

Discretionary trading authority facilitates placing trades in your accounts on your behalf so that we may promptly implement the investment policy that you have approved in writing.

Limited Power of Attorney

A limited power of attorney is a trading authorization for this purpose. You sign a limited power of attorney so that we may execute the trades that you have approved.

Item 17 – Voting Client Securities

Proxy Votes

Aliya Capital Partners LLC does not vote proxies on securities; thus, clients are expected to vote their own proxies.

Item 18 – Financial Information

Financial Condition

Aliya Capital Partners LLC does not have any financial impairment that will preclude the firm from meeting contractual commitments to clients.

A balance sheet is not required to be provided because Aliya does not serve as a custodian for client funds or securities, and does not require prepayment of fees of more than \$1,200 per client, and six months or more in advance.

Business Continuity Plan

General

Aliya Capital Partners LLC has a Business Continuity Plan in place that provides detailed steps to mitigate and recover from the loss of office space, communications, services or key persons.

Disasters

The Business Continuity Plan covers natural disasters such as snowstorms, hurricanes, tornados, and flooding. The Plan covers man-made disasters such as loss of electrical power, loss of water pressure, fire, bomb threat, nuclear emergency, chemical event, biological event (as well as infectious disease pandemics), line outage, Internet outage, railway accident and aircraft accident. Electronic files are backed up daily and archived offsite and in the cloud.

Alternate Offices

Working remotely from home as well as alternate offices and methods of communication are identified to support ongoing operations in the event the main office is unavailable. It is our intention to contact all clients promptly after a disaster that dictates moving our office to an alternate location.

Information Security Program

Information Security

Aliya Capital Partners LLC maintains an information security program to reduce the risk that your personal and confidential information may be breached.

Privacy Notice

Aliya Capital Partners LLC is committed to protecting the confidentiality and security of information we obtain about our clients. We do not share nonpublic information about clients with unaffiliated third parties without client consent except for the specific purposes described below.

Use of Information

We limit the collection and use of nonpublic client information to the minimum we believe necessary to deliver superior products and services to our clients. Such services include advising clients about our products, services and other opportunities, maintaining client accounts, processing client transactions, and administering our business. Where our clients are individuals, we may, depending on the nature of the advisory relationship, share or disclose some personal data about them to custodial organizations and/or brokerage firms that are selected to execute transactions on behalf of the client. All of

these organizations have their own privacy obligations and policies that further protect customer confidentiality.

Collecting Information

In the case of individuals, we get most nonpublic personal information directly from clients or their agents at or about the time the advisory relationship is entered into. We may verify this information or get additional information from consumer reporting agencies or other sources. Such information may relate to finances, employment, or other personal characteristics, such as first and last name, address, phone number, social security number and email address, as well as accounts with us and transactions and interactions by us, with us, through us, or with others. We may also collect information about what clients have entered into, viewed on and/or downloaded from our website.

Protecting Client Information

We employ state of the art physical, electronic, and procedural safeguards to protect any information our clients share with us. We limit access to non-public client information to our employees who need to know that information to provide products or services to clients. Employees who violate our policies are subject to disciplinary process.

Disclosure of Information

We do not disclose any kind of nonpublic information about our clients or former clients to anyone, except when we believe it necessary for the conduct of our business, or where disclosure is required by law.



Aliya Capital Partners LLC

Brochure Supplement **Part 2B** (Part 2B of Form ADV)

This brochure supplement part 2B supplement's part 2A above dated April 1, 2024, and provides information about the Firm's Investment Adviser Representatives Ross Menachem Kestin its CEO and CCO.

For additional information about this supplement please contact us at: 305-831-4999 or at info@aliyacapitalpartners.com

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Additional information about Aliya Capital Partners LLC is available on the SEC's website at www.adviserinfo.sec.gov.

Education and Business Standards

Aliya Capital Partners LLC prefers but does not specifically require that its IARs have a bachelor's degree, yet it is expected that its IARs are able to sufficiently demonstrate knowledge of financial planning and asset management. Examples of preferred accreditations include: an MBA, a CFP®, a CFA, a ChFC, JD, CTFA, EA or CPA. Additionally, IARs must have work experience that demonstrates their aptitude for financial planning and/or asset management.

Ross Menachem Kestin

General / Educational Background

- Born 1978
- BS –Brandeis University in Massachusetts
- MBA Bar-Ilan University in Israel

Business Experience:

Mr. Kestin started his career with HSBC Private Bank (Suisse) and served as the Associate Director there until 2008. From July of 2008 to 2015, Mr. Kestin served as the Chief Executive Officer of Fortune Financial Strategies S.A. based in Geneva, Switzerland. Mr. Kestin was a co-founder of Fortune Financial Strategies.

Mr. Kestin has also held the positions of Chief Executive Officer and Chief Compliance Officer of Fortune Partners Group since that entities business inception in June of 2015, electing presently to rebrand his Advisory services in the present venture under Aliya Capital Partners. Mr. Kestin has continuously focused on managing the investment portfolios of certain offshore Private Funds as well as numerous high net worth individuals and entities. He is also the sole owner of Fortune Partners Group.

Disciplinary Information:

- Mr. Kestin does not have any disciplinary events as part of his background, you may learn more about Mr. Kestin by visiting www.finra.org/brokercheck. On this site, the public may locate relevant information. If you have any questions regarding the background or qualifications of Mr. Kestin, please contact Aliya Capital Partners LLC.

Other Business Activities:

- Mr. Kestin serves as Chief Compliance Officer and Chief Executive Officer of the Firm, in addition his portfolio management functions to Aliya's Private Funds of pooled investment vehicles.

Additional Compensation:

- Mr. Kestin derives compensation from his ownership interest in Aliya Capital Partners, LLC.

Supervision:

- Mr. Kestin is assisted by Kauffman Rossin, a 3rd Party regulatory service provider in meeting his Chief Compliance Responsibilities. Mr. Kestin also reports to the Board of Aliya at least quarterly and is required to sign off on the independent auditor's report done annually.