

**ITEM 1 – COVER PAGE**

**PINNACLE PARTNER MANAGEMENT L.L.C.**

**1421 34th Avenue  
Suite 215  
Seattle, WA 98122**

March 11, 2024

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

This Brochure provides information about the qualifications and business practices of Pinnacle Partner Management L.L.C. (“Pinnacle” or the “Adviser”). If you have any questions about the contents of this Brochure, please contact us at (206) 348-5363 or sandi@pinnacleoz.com. The information in this Brochure has not been approved or verified by the United States Securities and Exchange Commission (“SEC”) or by any state securities authority.

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

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

## **ITEM 2 – MATERIAL CHANGES**

Pinnacle Partner Management L.L.C is required to advise clients and prospective clients of any material changes to this Form ADV Part 2A Brochure (“Brochure”) from our last annual update. This is our first annual update following our effective registration date.

Clients will receive an annual summary of any material changes to this and subsequent Brochures no later than April 30 of each year, which is 120 days after our fiscal year-end. At that time, we will offer either a full copy of our most current Brochure or details related to all material changes with an offer to provide a full copy of this Brochure. We will also promptly provide ongoing disclosure information about material changes as necessary.

Please note that we do not have to provide this information separately to a client or prospective client who has not received a previous version of our Brochure.

**We have not made any material changes to this Brochure since our effective registration date: November 27, 2023.**

### **ITEM 3 – TABLE OF CONTENTS**

<b>ITEM 1 – COVER PAGE.....</b>	<b>1</b>
<b>ITEM 2 – MATERIAL CHANGES.....</b>	<b>2</b>
<b>ITEM 3 – TABLE OF CONTENTS .....</b>	<b>2</b>
<b>ITEM 4 – ADVISORY BUSINESS .....</b>	<b>3</b>
<b>ITEM 5 – FEES AND COMPENSATION .....</b>	<b>4</b>
<b>ITEM 6 – PERFORMANCE-BASED FEES AND SIDE-BY-SIDE MANAGEMENT.....</b>	<b>5</b>
<b>ITEM 7 – TYPES OF CLIENTS.....</b>	<b>5</b>
<b>ITEM 8 – METHODS OF ANALYSIS, INVESTMENT STRATEGIES AND RISK OF LOSS.....</b>	<b>6</b>
<b>ITEM 9 – DISCIPLINARY INFORMATION .....</b>	<b>16</b>
<b>ITEM 10 – OTHER FINANCIAL INDUSTRY ACTIVITIES AND AFFILIATIONS .....</b>	<b>16</b>
<b>ITEM 11 – CODE OF ETHICS, PARTICIPATION OR INTEREST IN CLIENT TRANSACTIONS AND PERSONAL TRADING .....</b>	<b>16</b>
<b>ITEM 12 – BROKERAGE PRACTICES.....</b>	<b>18</b>
<b>ITEM 13 – REVIEW OF ACCOUNTS .....</b>	<b>18</b>
<b>ITEM 14 – CLIENT REFERRALS AND OTHER COMPENSATION.....</b>	<b>19</b>
<b>ITEM 15 – CUSTODY .....</b>	<b>19</b>
<b>ITEM 16 – INVESTMENT DISCRETION.....</b>	<b>19</b>
<b>ITEM 17 – VOTING CLIENT SECURITIES .....</b>	<b>19</b>
<b>ITEM 18 – FINANCIAL INFORMATION.....</b>	<b>19</b>

## ITEM 4 – ADVISORY BUSINESS

Pinnacle was formed as a Washington limited liability company on December 17, 2018. The owners of Pinnacle are Leo Backer and Jeff Feinstein. The Adviser's principal place of business is in Seattle, Washington. Pinnacle was established by real estate professionals, entrepreneurs and finance experts to invest in qualified equity investments in census tracts that have been designated as Qualified Opportunity Zones (“QOZs”) as defined by Tax Cuts and Jobs Act of 2017 through the Pinnacle Funds (as defined below). Although Pinnacle managed real estate holdings since inception, Pinnacle has determined that the flexibility to invest in securities was preferable for future offerings and, potentially, past offerings. In light of that change, Pinnacle registered with the SEC as an investment adviser in the fourth quarter of 2023.

*Nature of Advisory Services.* Pinnacle's investment advice has historically focused on real estate holdings rather than traditional securities investments, and going forward, may come to focus on securities investments. As an investment adviser with respect to securities, Pinnacle identifies investment opportunities and participates in the acquisition, origination, management, monitoring and disposition of investments on a discretionary basis to private pooled investment vehicles, with a primary focus on real estate-related securities as well as direct holdings of real estate (each, a “Pinnacle Fund” and collectively, the “Pinnacle Funds”). The Pinnacle Funds are intended for eligible investors (each, an “Investor” and collectively, the “Investors”). These Investors must meet certain minimum financial requirements, among other requirements, to be eligible to participate in the Pinnacle Funds, which are structured as private pooled vehicles that are not required to register as investment companies under the Investment Company Act of 1940, as amended (the “Investment Company Act”). Pinnacle considers some but not all of the Pinnacle Funds to be “private funds” as defined by the SEC, generally in reliance on Section 3(c)(1) of the Investment Company Act, and others as falling outside of the definition of “private funds,” generally in reliance on Section 3(c)(5)(C) of the Investment Company Act, or otherwise excluded from the Investment Company Act's definition of “investment company.” Pinnacle and its affiliates (each a “Pinnacle Affiliate”) generally provide their investment management and operational services to the Pinnacle Funds pursuant to a limited liability company operating agreement and/or a limited partnership agreement with the applicable Pinnacle Fund's members or partners (each an “LLC Operating Agreement” or “LP Agreement”). Each LLC Operating Agreement or LP Agreement sets forth the terms of the investment advisory services Pinnacle or its affiliates provides to the Pinnacle Funds, including specific investment guidelines. Investment guidelines for each Pinnacle Fund, if any, are generally established in such Pinnacle Fund's organizational or offering documents, operating agreements, private placement memoranda and/or side letter agreements (together, the “Offering Documents”) negotiated with its Investors. Pinnacle provides investment advice directly to the Pinnacle Funds, and not individually to the Investors in the Pinnacle Funds.

As described more fully in Item 11 below, Pinnacle and its related entities may enter into side letter agreements with certain Investors in the Pinnacle Funds providing such investors with customized terms, which often results in preferential treatment.

Each prospective Investor is required to complete a subscription agreement and provide information and representations and warranties that certify that the Investor is eligible to invest in the applicable Pinnacle Fund.

Pinnacle—through the Pinnacle Affiliates or Pinnacle itself—is the named investment manager of the Pinnacle Funds. Pinnacle—or one of the Pinnacle Affiliates—serves as the general partner, manager or managing member of each Pinnacle Fund (each such entity, a “General Partner”). Pinnacle Affiliates are subject to Pinnacle regulatory oversight, including, without limitation, Pinnacle's compliance policies and procedures.

As used in this Brochure, the term “Clients” refers to the Pinnacle Funds; in each case, except where the context otherwise requires.

Pinnacle is paid certain fees and performance-based compensation for its advisory services by the Pinnacle Funds, as further described in Item 5 below (“Fees and Compensation”). Pinnacle does not participate in wrap fee programs.

### *Investment Strategies and Types of Investments*

A QOZ, defined under Section 1400Z-1 of the Internal Revenue Code of 1986 (the “Code”), and added by the Tax Cuts and Jobs Act of 2017 (“TCJA”), is an economically distressed community where new investments, under certain conditions, may be eligible for preferential tax treatment. Localities qualify as QOZs if they (i) have been nominated for that designation by a state, the District of Columbia, or a U.S. territory and (ii) that nomination has been certified by the Secretary of the U.S. Department of the Treasury via their delegation of authority to the Internal Revenue Service (“IRS”). QOZs were established by the TCJA in order to facilitate investments by private investors into low- and middle-income (“LMI”) neighborhoods. These investments must be made by Qualified Opportunity Zone Funds (“OZ Funds”), as defined in Section 1400Z-2(d)(1) of the Code. OZ Funds enable a broad array of investors to pool their resources to increase economic activity and improve physical property within QOZs while seeking to generate return on their capital.

The investment strategy of the Pinnacle Funds generally is to invest in selected ground-up and adaptive reuse projects in QOZs that offer attractive risk-adjusted returns in what Pinnacle considers to be growth markets throughout the United States. Pinnacle created the Pinnacle Funds to invest in QOZs seeking to generate risk-adjusted returns on a longer time horizon for certain qualified U.S. investors. It is expected that the majority of investments held by the Pinnacle Funds will consist of real property projects held by the Pinnacle Funds either directly through single purpose vehicles or through co-investment or joint venture entities with operating partners and other investors (who may be OZ Funds) and that each of the Pinnacle Funds qualifies as an OZ Fund. Pinnacle is not prohibited from forming or managing a non-OZ Fund.

### *Assets Under Management*

As of December 31, 2023, Pinnacle managed approximately \$223,618,000 of Client assets on a discretionary basis. The Adviser does not manage assets on a non-discretionary basis.

## **ITEM 5 – FEES AND COMPENSATION**

The fees applicable to each Pinnacle Fund are set forth in detail in the applicable Pinnacle Fund’s Offering Documents. A brief summary of such fees is provided below.

### *Management Fee and Carried Interest*

The Adviser’s compensation for advisory and management services to the Pinnacle Funds generally comprise an asset-based fee (a “Management Fee”), a carried interest (a “Carried Interest”) and an origination fee (a “Origination Fee”). In the sole discretion of each Pinnacle Fund’s General Partner, the Management Fee, Origination Fee and/or the Carried Interest may be waived, reduced or calculated differently with respect to certain Investors.

The Adviser negotiates fees and other terms in certain cases. From time to time, the Adviser, through one or more Pinnacle Affiliates, has entered into agreements with certain Investors in the Pinnacle Funds that provide for terms of investment that are more favorable than the terms set forth in the applicable Offering Documents. Such terms may include, among other things, the waiver, or reduction, of Management Fees, Origination Fees and/or Carried Interest; the provision of additional information or reports; provisions regarding indemnification and/or the jurisdiction and choice of law for disputes regarding the investment; provisions regarding the investor’s and/or the Adviser’s confidentiality obligations; and “most-favored nation” provisions covering one or more terms or rights. No such agreement necessarily entitles any other Investor to the same terms of investment as offered in such agreement.

Certain Management Fees may be paid up-front and may be non-refundable, pursuant to the fee arrangements indicated in relevant Offering Documents, as well as LLC Operating Agreement or LP Agreement entered into between Pinnacle and each Pinnacle Fund, where applicable. Additional fees may be paid to Pinnacle (or Pinnacle Affiliates) for administrative and other necessary services, including, without limitation, property

management, leasing, and project or construction management services performed on behalf of the Pinnacle Fund, as mutually agreed. Pinnacle will not receive any transaction fees, such as disposition fees, financing fees or other similar fees, in connection with Pinnacle Fund operations (but may receive (i) such fees from third parties co-investing in Pinnacle Fund investments and (ii) acquisition fees (*i.e.*, origination fees from each project equal to a certain percentage of the total equity invested into such project)).

### *Expenses*

The expenses attributable to each Pinnacle Fund are detailed in each Pinnacle Fund's Offering Documents. In general, each Pinnacle Fund will bear all expenses incident to the organization of such Pinnacle Fund, the General Partner and any related entity, with some exceptions as set out in the Offering Documents. Depending on the terms of the applicable Offering Document, certain Pinnacle Funds may have a threshold limit to organizational and other such expenses. Third party expenses of operating the Pinnacle Fund and its project entities (including finance, tax, audit, reporting, due diligence and related legal and accounting costs) will be paid by the Pinnacle Fund. Pinnacle may, but is not obligated to (unless set out in the Offering Documents) pay certain of such expenses directly, which may include using the Management Fees paid to it by the Pinnacle Fund.

***Certain Pinnacle Funds may incur different and/or materially higher fees and expenses, as disclosed in the relevant Offering Documents. For more detailed information on the fees and compensation received by the Adviser and its Affiliates, please refer to the respective Pinnacle Fund's Offering Documents.***

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

In addition to the fees noted in Item 5 ("Fees and Compensation") above, the respective General Partner of the Pinnacle Funds is allocated a performance fee in the form of Carried Interest, based on the net proceeds attributable to Pinnacle Fund investments. The amount of Carried Interest, and how it is calculated, varies by Pinnacle Fund and is fully disclosed to Investors in the applicable Offering Documents. The fact that the General Partner is compensated based on profits may create an incentive for Pinnacle to make investments on behalf of the Pinnacle Funds that are riskier or more speculative than would be the case in the absence of such compensation.

## **ITEM 7 – TYPES OF CLIENTS**

The Adviser's only clients are the Pinnacle Funds, which are structured as private investment companies that are exempt from registration under the Investment Company Act, in most cases. Certain qualifications and conditions are imposed on Investors in the Pinnacle Funds. Investment advice is provided directly to the Pinnacle Funds and not individually to Investors in the Pinnacle Funds. The Pinnacle Funds are pooled investment vehicles that are not registered under the Investment Company Act pursuant to the exemptions provided in Section 3(c)(1), 3(c)(5)(C) or 3(c)(7) thereunder, as applicable. Additionally, the interests in the Pinnacle Funds are not registered under the Securities Act of 1933, as amended, and the rules and regulations promulgated thereunder (the "Securities Act") pursuant to an exemption from registration under Regulation D of the Securities Act.

The various requirements for investing in a Pinnacle Fund, including the applicable regulatory requirements, are set forth in the applicable Offering Documents.

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

### **I. Methods of Analysis and Investment Strategies**

The Adviser, either directly or through a Pinnacle Affiliate, serves as the investment manager to each Pinnacle Fund. Each Pinnacle Fund has specific investment strategies, which are detailed in the respective Offering Documents.

As a general matter, in evaluating a potential target QOZ, Pinnacle conducts due diligence to analyze, among other things, the QOZ's growth prospects to ensure supportive long-term dynamics and liquidity opportunities, value relative to the market, community and neighborhood characteristics to ensure that the QOZ is located in a community or neighborhood with positive demographic trends (e.g., population growth, income growth, educational attainment, employment growth and housing spend relative to income). Once target QOZs are identified and the Pinnacle Funds make the investments in the specified project, Pinnacle seeks to design and execute accretive business and development plans, capitalize the project with responsible leverage, add value through active asset management via partnerships with operators and partners and generate returns through a combination of current yield and value enhancement through capital improvement and proactive management. Each project invested in by a Pinnacle Fund will be purchased by a joint venture that is a qualified opportunity zone business ("QOZB") established by each Pinnacle Fund and an experienced local developer. Pinnacle has a network of local developers, landowners, policymakers, real estate brokers and real estate professionals that is made available to each Pinnacle Fund. Once a project is identified, additional due diligence is conducted, which includes the engagement of third-party advisors for market feasibility studies, environmental testing, engineers for civil and traffic studies, architects for project feasibility and more detailed site plans, land-use attorneys for zoning and title opinions, and transactional attorneys to assist with negotiation of a purchase agreement.

### **II. Risk of Loss**

An investment in a Pinnacle Fund involves substantial risks that should be carefully considered by a prospective Investor. Certain risk factors that may be applicable to such an investment are outlined below. Additional risk factors are outlined in the applicable Offering Documents. It should be noted, however, that there may be other risk factors applicable to such an investment that are not identified. Any of the risks outlined below and/or in the applicable Offering Documents, as well as any other risks that are not identified, could result in material losses to an Investor. Prospective Investors should consult their own legal, investment, tax, and other advisers, and the applicable Offering Documents, as to whether such an investment is appropriate for them.

Please note that many of the risks outlined under one caption or heading below may be applicable to one or more other captions and headings. The following risk factors do not purport to be a complete list or explanation of the risks involved in an investment in the Pinnacle Funds.

#### **No Assurance of Investment Return**

Pinnacle cannot provide assurance that it will be able to choose, make, and realize investments. There can be no assurance that the Pinnacle Funds will be able to generate returns for their Investors or that the returns will be commensurate with the risks of investing in the type of assets, securities, companies and transactions described herein. There can be no assurance that any Investor will receive any distribution from the Pinnacle Funds. There is no assurance that any benefits or advantages to Investors suggested or implied in the Offering Documents will be available or accomplished. Although Pinnacle expects investments held by the Pinnacle Funds will be disposed of prior to dissolution of the Pinnacle Funds or will be suitable for in-kind distribution at dissolution, the Pinnacle Funds may have to sell, distribute or otherwise dispose of investments at a disadvantageous time as a result of dissolution.

There can be no assurance that projected or targeted returns for the Pinnacle Funds will be achieved. Accordingly, an investment in the Pinnacle Funds should only be considered by persons who can afford a loss of their entire investment.

Past or current performance of any of the Adviser's strategies or the investment vehicles sponsored and/or advised by Pinnacle or Pinnacle Affiliates, is not indicative of the results that will be achieved by any vehicle in the future or by any other vehicle. Further, such past performance provides no assurance of the success of any strategy or Pinnacle Fund in achieving its investment objectives. Pinnacle Funds may have operated in market conditions that were more favorable to the investment strategy deployed by such Pinnacle Fund than current or future market conditions are or will be.

*Lack of Registration Under 1940 Act; Non- "Private Fund" Status*

Each Pinnacle Fund, and any parallel vehicles formed by Pinnacle, will not be registered as an investment company under the Investment Company Act, in reliance upon exemptions available to privately offered investment companies. Consequently, Investors in the Pinnacle Funds will not have the benefit of certain protections afforded to investors in investment companies registered under the Investment Company Act. The Investment Company Act provides certain protections to investors and imposes certain restrictions on registered investment companies, none of which will be applicable to the Pinnacle Funds. Pinnacle considers that some Pinnacle Funds fall outside of the SEC's definition of "private fund" with the result that, although Pinnacle will treat such Pinnacle Funds as investment advisory clients, such Pinnacle Funds would not be subject to regulatory obligations that the SEC makes specially applicable to "private funds."

*General Partner Risks; Reliance on Key Management Personnel*

The success of the Pinnacle Funds will depend, in large part, upon the skill and expertise of the Adviser and other key involved management persons. Affiliates of the Adviser, including its principals, may have conflicts of interest with the Pinnacle Fund and the Investors of the Pinnacle Fund. If the General Partner were to lose the services of any of these key personnel, the financial condition and operations of the Pinnacle Funds could be materially adversely affected. There can be no assurance that these key personnel will continue to be affiliated with the Pinnacle Funds throughout the life of the Pinnacle Funds. In addition, if the respective management team cannot agree on decisions affecting a Pinnacle Fund, it may adversely impact the investment results of the Pinnacle Fund or result in the loss of one or more of the members of the management team. In such event, the Pinnacle Fund could have a diminished capacity to obtain investment opportunities and to structure and execute its potential investments and dispositions. Pinnacle may not be able to successfully recruit additional personnel and any additional personnel that are recruited may not have the requisite skills, knowledge or experience necessary or desirable to enhance the incumbent management.

*No Right to Control any of the Pinnacle Funds' Operations*

Investors in the Pinnacle Funds have no opportunity to control the day-to-day operations, including investment and disposition decisions, of the Pinnacle Funds and must rely entirely on the General Partner and Pinnacle to conduct and manage the affairs of the Pinnacle Funds. In the limited areas where Investors have the right to consent to or to take certain actions, it should be noted that Investors (and the Investors in any parallel investment vehicles) generally vote on all matters on a combined basis as set forth in the Offering Documents.

*Allocation of Fees and Expenses.* Pinnacle and the Pinnacle Affiliates may be faced with a variety of potential conflicts of interest when they determine allocations of various fees and expenses among the Pinnacle Funds and any parallel funds. Pinnacle will allocate fees and expenses in accordance with the relevant Offering Documents and in a manner that it believes in good faith is fair and equitable to the Pinnacle Funds. The allocations of such expenses may not be proportional, and any such determinations involve inherent matters of discretion (e.g., in determining whether to allocate pro rata based on number of funds or co-investors receiving related benefits or proportionately in accordance with asset size).

*Carried Interest and Management Fees.* The General Partners and Pinnacle Affiliates may receive a percentage



of distributions made from the Pinnacle Funds as Carried Interest in connection with the performance of the Pinnacle Fund investments. The existence of the Carried Interest creates an incentive for the General Partners and Pinnacle Affiliates to make riskier and more speculative investments on behalf of the Pinnacle Funds than they might otherwise make in the absence of such performance-based compensation.

Pinnacle and its affiliates and their respective investment personnel may have an incentive to favor accounts that pay Pinnacle and its affiliates higher Carried Interest and fees or in which they have a significant proprietary interest, including in the allocation of investments, time and attention.

#### Availability of Suitable Investments

Purchasers of the interests in a Pinnacle Fund will not have an opportunity to evaluate for themselves the relevant economic, financial and other information regarding future investments to be made by the Pinnacle Fund and, accordingly, will be dependent upon the judgment and ability of the General Partner, Pinnacle Affiliate and Pinnacle in investing and managing the capital of the Pinnacle Fund.

#### Substantial Competition for Suitable Investments

The Pinnacle Funds will be competing for investments with many other real estate investment vehicles, as well as individuals, operating companies, financial institutions (such as real estate investment trusts (“REITs”), mortgage banks, pension funds and real estate operating companies) and other institutional investors, including potentially with other funds managed by Pinnacle or Investors in the Pinnacle Fund. Consequently, it is possible that competition for appropriate investment opportunities may increase, thus reducing the number of investment opportunities available to the Pinnacle Funds and adversely affecting the terms upon which investments can be made. The Pinnacle Funds may incur bid, due diligence or other costs on investments that may not be successful or may not be completed at all. As a result, the Pinnacle Funds may not recover all costs, which would adversely affect returns. There can be no assurance that investments of the type in which the Pinnacle Funds may invest will continue to be available for the Pinnacle Funds’ investment activities or that available investments will meet the Pinnacle Funds’ investment criteria. Further, to the extent suitable investments are available, there can be no assurance that if such investments are made, the objectives of the Pinnacle Funds will be achieved. These restrictions may be magnified by the fact that there is only a limited amount of property located in QOZs and other OZ Funds are expected to be competing for the best properties in the QOZs in which the Pinnacle Funds pursue investment opportunities.

#### Restrictions on Transfer and Withdrawal

Interests in the Pinnacle Funds have not been registered under the Securities Act, the securities laws of any U.S. state, or the securities laws of any other jurisdiction, and therefore, cannot be sold unless they are subsequently registered under the Securities Act and other applicable securities laws or an exemption from registration is available. It is not expected that registration under the Securities Act or other securities laws will ever be effected. Interests may only be offered, sold or transferred to individuals or entities who or which are qualified investors under applicable securities laws. Furthermore, there is no public market for the interests and none is expected to develop. Each prospective Investor will be required to represent that it is a qualified investor under applicable securities laws and that it is acquiring its interest for investment purposes and not with a view to resale or distribution. Each Investor must be prepared to bear the economic risk of an investment for an indefinite period of time. An Investor will not be permitted to assign, sell, exchange or transfer any of its interest, rights or obligations with respect to its interest in the Pinnacle Funds, except by operation of law, without the prior written consent of the applicable General Partner, which consent may be withheld in the sole and absolute discretion of such General Partner. Except in extremely limited circumstances, voluntary withdrawals from a Pinnacle Fund will not be permitted.

#### General Economic Risks of Investing in Opportunity Zones

QOZs are low income urban, suburban, or rural communities that were nominated for that designation by each state, and which were certified by the secretary of the U.S. Department of the Treasury via its delegation authority to the IRS. The purpose of the legislation is to encourage economic growth and investment in these

distressed communities by providing federal income tax benefits to taxpayers who invest within these zones. Investors should understand that an investment in these distressed economic areas is subject to the risk that the anticipated economic growth may not materialize and could result in a loss of some or all of their investment.

#### *Illiquid Investments*

The Pinnacle Funds intend to invest in real estate properties and real estate for which the number of potential purchasers and sellers, if any, is often very limited. This may result in increased risk and difficulty in sourcing appropriate investments that match Pinnacle Funds' investment criteria and may also limit the ability of the Pinnacle Funds to adjust their investing strategies and make changes to their investment portfolio in response to adverse outcomes in economic or market trends. As a result of the Pinnacle Funds' illiquid investments, there may be little or no near-term cash flow available to the Investors. Consequently, dispositions of such investments may require a lengthy time period or may result in distributions in kind to the Investors. Additionally, the realizable value of a highly illiquid investment may be less than its intrinsic value.

#### *Long-Term Investment*

Investment in the Pinnacle Funds require a long-term commitment, with no certainty of return. The return of capital and realization of gains, if any, from an investment will generally occur only upon the partial or complete disposition or refinancing of such investment. Investors in the Pinnacle Funds should, therefore, expect that they will not receive a return of capital for an extended period of time. Thus, an investment in a Pinnacle Fund is not suitable for an investor who needs liquidity.

#### *Early Termination*

It is possible that a Pinnacle Fund may be dissolved and terminated prematurely, and as a result, may not be able to accomplish its objectives and may be required to dispose of its investments at a disadvantageous time or make an in-kind distribution (resulting in Investors not having their capital invested and/or deployed in the manner originally contemplated), in either case potentially resulting in loss of OZ Fund status, ineligibility for Investors to receive QOZ benefits, and/or the triggering of deferred capital gain.

#### *General Economic and Market Conditions*

Each Pinnacle Fund operates in a highly competitive environment. There is no assurance that invested capital will be returned. The ability of the Pinnacle Funds to return proceeds to Investors will be highly dependent on market conditions that are beyond the control of the General Partner. The investments of the Pinnacle Funds will be subject to risks generally associated with investments in real estate and the financing of such investments, and development which is expected to be substantial and subject to substantial risks. An investment in the Pinnacle Funds should be considered an illiquid, long-term investment. Distributions, if any, will be received from the Pinnacle Funds only when the investments of the Pinnacle Funds produce distributable cash flow from operations or from the sale or refinancing of investments. An investment in the Pinnacle Funds will have limited transferability and any transfer (other than certain transfers to affiliates) will require the General Partner's consent. An Investor generally will have no right to have the Pinnacle Funds redeem its interest and may be required to dispose of its interest under certain circumstances. The investments of the Pinnacle Funds may be concentrated in a relatively small geographic area in a limited sector of the real estate market, and thus, may not benefit from market diversification. Investments may require additional capital beyond the investment of the Pinnacle Funds, and the ability of the Pinnacle Funds to obtain the additional capital will be highly contingent on prevailing market conditions.

The real estate industry generally—and the success of the Pinnacle Funds' investment activities—will both be affected by general economic and market conditions, as well as by changes in laws, currency exchange controls, and national and international political and socioeconomic circumstances. These factors may affect the level and volatility of investment prices and the liquidity of the Pinnacle Funds' investments, which could impair the Pinnacle Funds' profitability or result in losses. In addition, general fluctuations in interest rates may affect the Pinnacle Funds' investment opportunities and the value of the investments. A sustained

downturn in the United States or global economy (or any particular segment thereof) could adversely affect the Pinnacle Funds' profitability, impede the ability of the Pinnacle Funds' to carry out their investment objectives, hinder the ability of project entities and joint-ventures in which the Pinnacle Funds have invested to refinance their existing obligations and impair the Pinnacle Funds' ability to effectively exit their investments on favorable terms. In particular, volatility in global stock markets related to movement in interest rates in the United States and global trade tensions (including any trade tensions between the United States and its major global trading partners, such as China, Mexico, Canada and the European Union) may have a material adverse effect on the volatility of investment prices and the liquidity of the Pinnacle Funds' investments, as well as global economic conditions generally.

Due to the mandatory 10-year holding period for interests in an OZ Fund, combined with the timing of the adoption of the TCJA and the launch of the Pinnacle Funds, there may be a significant number of properties in QOZs that are offered for sale by the Pinnacle Fund, as well as other OZ Funds, in the period from 2029 through 2034. This may have a depressing effect on the sales prices and the liquidity of investments at that time.

#### General Real Estate Risks

The Pinnacle Funds are exposed to risks and market forces that affect the broader real estate and commercial leasing industries. Fluctuations in revenue sources and operating expenses can adversely affect operating results or render the sale or refinancing of real estate projects difficult or unattractive. No assurance can be given that certain assumptions as to the future levels of use of projects or future costs of operating projects will be accurate since such matters will depend on events and factors beyond the control of the Pinnacle Fund. Such factors include adverse changes in local population trends, market conditions, neighborhood values, local economic and social conditions, supply and demand for property, competition from similar properties, interest rates and real estate tax rates, governmental rules, regulations and fiscal policies, the enactment of unfavorable real estate laws, environmental, zoning law or hazardous material laws, uninsured losses, effects of current and future inflation (and governmental measures to address high inflation), and other risks.

Risks common to the commercial real estate industry, all of which could decrease cash available for distribution and the value of Pinnacle real estate investments and many of which are beyond the Pinnacle Funds' control, include: (i) changes in general economic conditions, including the timing and robustness of a recovery from the current global economic downturn; (ii) impact of war and terrorist activity; (iii) domestic and international political and geopolitical conditions; (iv) business fears of over-committing capital; (v) restrictive changes in zoning and similar land use laws and regulations or in health, safety and environmental laws, rules and regulations and other governmental and regulatory action; (vi) changes in operating costs including, without limitation, energy, labor costs (including the impact of unionization), workers' compensation and health-care related costs, maintenance, insurance premiums, real estate taxes and unanticipated costs such as acts of nature and their consequences; (vii) disputes which may result in litigation; and (viii) the availability of capital to allow potential owners to fund construction, renovations and investments.

The Pinnacle Funds' investments will be subject to the risks incident to the acquisition, development, ownership and operation of real estate and risks incident to the making of recourse and nonrecourse loans secured by real estate. Deterioration of U.S. real estate fundamentals will negatively impact the performance of the Pinnacle Funds.

### Uninsured Losses

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

### Economic Impact on Revenues

Pinnacle projects are susceptible to adverse economic developments, such as industry slowdowns, relocations of businesses, changing demographics and other factors. Any adverse economic or real estate developments in this market, or any decrease in demand for any project resulting from the local real estate climate could adversely affect the Pinnacle Funds' revenue.

### Investments in Land/New Development

Each Pinnacle Fund will acquire direct or indirect interests in undeveloped land or underdeveloped real property, which may often be non-income producing. The Pinnacle Fund will be subject to the risks normally associated with such assets and development activities. Such risks include, without limitation, risks relating to (i) the availability and timely receipt of zoning and other regulatory approvals; (ii) the cost and timely completion of construction (including risks beyond the control of the Pinnacle Fund, such as the weather, labor conditions or material shortages); and (iii) the availability of both construction and permanent financing on favorable terms. These risks could result in substantial unanticipated delays or expenses and, under certain circumstances, could prevent completion of development activities once undertaken, any of which could have an adverse effect on the Pinnacle Funds.

### Investments with Third Parties in Joint Ventures and Other Entities

The Pinnacle Funds may hold non-controlling interests in certain investments or, similarly, may co-invest with third parties through partnerships, joint ventures or other entities, thereby acquiring non-controlling interests in certain investments. Such investments may involve risks not present in investments where a third party is not involved, including the possibility that a third-party partner or co-venturer may have financial difficulties resulting in a negative impact on such investment, may have economic or business interests or goals which are inconsistent with those of the Pinnacle Funds, or may be in a position to take action contrary to the Pinnacle Funds' investment objectives. In addition, the Pinnacle Funds may in certain circumstances be liable for the actions of third-party partners or co-venturers. The Pinnacle Funds' ability to seek redress against a partner or manager which acts in a manner contrary to the interests of the Pinnacle Funds may also be limited. Investments made with third parties in joint ventures or other entities may involve carried interest and other fees payable to such third-party partners or co-venturers. Any such arrangements will result in lower returns to the Pinnacle Funds than if such arrangements had not existed. In addition, if the Pinnacle Funds and a third party or co-venturer cannot agree on decisions affecting the joint venture, it may adversely impact the investment results of the Pinnacle Funds. In such event, the Pinnacle Funds could have a diminished capacity to obtain investment opportunities, to capitalize upon relationships with co-venturers and to structure and execute its potential investments and dispositions.

### Control Issues

In certain situations, a Pinnacle Fund may only acquire a participation interest in an asset, and therefore the Pinnacle Fund may not be able to exercise control over the management of such investment. Lack of control of an investment will prohibit the Pinnacle Fund from effecting operational changes required to improve cash flow from the investment, and also limit the Pinnacle Fund's flexibility to dispose of the investment. In certain other situations, the Pinnacle Fund may exercise control over an investment. The exercise of control over an entity can impose additional risks of liability for environmental damage, failure to supervise management,

violation of government regulations (including securities laws) or other types of liability in which the limited liability characteristics of business ownership may be ignored. If any of these liabilities were to arise, the Pinnacle Fund might suffer a significant loss.

It is currently expected that it will be common for Pinnacle investments to consist of equity interests in real property through projects with operating partners and other investors (who may be a Pinnacle Fund). The Pinnacle Funds may hold noncontrolling interests in such vehicles (including where the third party maintains a controlling interest), or interests that resemble noncontrolling interests but still provide for significant input from the management of the Pinnacle Funds. For example, a third party may hold the general partner (or equivalent) interest in, and therefore control, a project through which the Pinnacle Funds hold an investment, which the Pinnacle Funds' stake may be significant, potentially including well above 50% of the economics and substantial voting rights on various material topics. In addition, a third party may be awarded consent rights regarding the management or sale of an investment, including where the Pinnacle Funds own controlling interests in the investment. Therefore, the General Partner may be limited in its ability to direct the management of, or decisions regarding the sale of, such an investment. As a result of the foregoing, the Pinnacle Funds may have a limited ability to protect their position in a particular investment and may not be able to dispose of an investment at a time when they otherwise would have. Even absent a contractual restriction on the Pinnacle Funds' ability to manage or sell an investment on behalf of the Pinnacle Funds, a third party who has co-invested in an investment alongside the Pinnacle Funds may determine not to sell its portion of such investment at the same time. This could hinder the Pinnacle Funds ability to find a buyer for such investment. Even if the Pinnacle Funds are able to find a buyer, the Pinnacle Funds may receive a lower price, or less favorable terms, than otherwise would have been the case.

Because the Pinnacle Funds may make investments alongside a third party, its General Partner, after taking into account the interests of the Pinnacle Funds, may in certain circumstances cause the Pinnacle Funds to be restricted from taking any action with respect to a particular investment or group of investments, including potentially any sales transactions, absent the consent of such other third party, which could have a material adverse effect on the Pinnacle Funds. In such circumstances, the other third party may also be restricted from taking certain actions with respect to a particular investment or group of investments, including potentially any sale transaction.

Investing alongside other third parties will involve risks not present in investments where a third party is not involved, including the possibility that a third-party partner or co-venturer may have financial difficulties resulting in a negative impact on such investment, may have economic or business interests or goals which are inconsistent with those of the Pinnacle Funds, may cause reputational risk or harm to the Pinnacle Funds, or may be in a position to take (or block) action in a manner contrary to the Pinnacle Funds' investment objectives, or the increased possibility of default by, diminished liquidity or insolvency of, the third party, due to a sustained or general economic downturn. Furthermore, if a co-venturer defaults on its funding obligations, the co-venturer Pinnacle Fund may be required to make up the shortfall. The occurrence of any of the foregoing may have a material adverse effect on the Pinnacle Funds and their investments.

#### *Inability to Refinance Investment*

If a Pinnacle Fund makes an investment in a transaction with the intent of refinancing a portion of the equity investment, there is a risk that the Pinnacle Fund will be unable to complete successfully the refinancing. There is also a risk that certain investments acquired using indebtedness may be difficult or impossible to refinance when the loan matures. The inability to complete a refinancing or to complete one as quickly as originally planned would lead to increased risk due to a longer-than-expected investment period, which limits the Pinnacle Fund's ability to redeploy the capital from a disposition and may also jeopardize the return expectations that its General Partner had originally estimated for the investment.

In addition, if a loan matured before refinancing could be procured, the lender could foreclose on the collateral and the Pinnacle Fund might suffer losses as a result of that foreclosure.

### *Length of Loan Terms*

A Pinnacle Fund may enter into or assume loan agreements to finance the acquisition of certain investments where the associated loan has a prepayment penalty and a maturity date that is after the term of the Pinnacle Fund. If interest rates decline or the terms of the loan agreements are viewed as unfavorable to potential buyers of the Pinnacle Fund's assets, the Pinnacle Fund may be unsuccessful in disposing of investments on terms that are favorable to the Pinnacle Fund. The result of such financing may negatively affect the Pinnacle Fund's investment returns.

### *Environmental Liabilities*

A Pinnacle Fund may be exposed to substantial risk of loss arising from investments involving undisclosed or unknown environmental, health or occupational safety matters, or inadequate reserves, insurance or insurance proceeds for such matters that have been previously identified. In light of the material risk and potential liability associated with the discovery of an environmental hazard at any real estate project, prospective Investors should be certain that they understand, and can accept, the risk associated with any unknown hazardous substances affecting such project.

Under various federal, state, and local laws, ordinances and regulations, an owner of real property may be liable for the costs of removal or remediation of certain hazardous or toxic substances on or in such property. Such laws may impose joint and several liability, which can result in a party being obligated to pay for greater than its share, or even all, of the liability involved. Such liability may also be imposed without regard to whether the owner knew of, or was responsible for, the presence of such hazardous or toxic substances. The cost of any required remediation and the owner's liability therefore as to any property are generally not limited under such laws and could exceed the value of the property and the aggregate assets of the owner. The presence of such substances, or the failure to properly remediate contamination from such substances, may adversely affect the cash flow and operations of the property, the owner's ability to sell the real estate or to borrow funds using such property as collateral, which could have an adverse effect on the Pinnacle Fund's return from such investment. Environmental claims with respect to a specific investment may exceed the value of such investment, and under certain circumstances, subject the other assets of the Pinnacle Fund to such liabilities. In addition, some environmental laws create a lien on contaminated property in favor of governments or government agencies for costs they may incur in connection with the contamination.

Also, in connection with the disposition of a property, a Pinnacle Fund may be required to make representations about any contingent liabilities inherent in the real estate, such as environmental clean-up costs. The Pinnacle Fund also may be required to indemnify the purchasers of such property to the extent that any such representations are inaccurate. These arrangements may result in contingent liabilities for which the Pinnacle Fund may establish reserves or escrows. Even where the Pinnacle Fund engages a qualified environmental consultant to conduct a current environmental assessment of the property and prepare a report, these investigations and reports are no guaranty that a property has no contamination.

Environmental claims may be raised in such a manner that liability could penetrate any limited liability protections otherwise available to shield the owners of any entity (including the Pinnacle Fund) from liability. Additionally, the existence of any environmental issues with a real estate project may make it more difficult, and perhaps impossible, to obtain new financing for such project or to sell such project.

### *Failure to Acquire Identified Properties*

There can be no assurance that a Pinnacle Fund will complete the acquisition of any of the investments that have been identified as potential acquisition targets, or that its General Partner and Pinnacle will be able to identify other acquisition targets that meet the investment criteria. The acquisition of the properties that have been identified as potential acquisition targets, or of any other investments that are identified in the future, will depend on, among other things, the willingness of the parties to proceed with the contemplated transaction and Pinnacle and the General Partner's ability to negotiate mutually satisfactory acquisition terms with the

sellers and to enter into binding purchase and sale agreements with the sellers. Even if the Pinnacle Fund does enter into binding purchase and sale agreements, there can be no assurance that the closing conditions under those agreements will be satisfied and that the Pinnacle Fund will close on the acquisitions. The Pinnacle Fund's inability to acquire investments in the future that satisfy its investment criteria would have an adverse effect on the Pinnacle Fund's operating results and ability to make distributions to Pinnacle Fund Investors.

#### Diversification

To the extent that Pinnacle concentrates a Pinnacle Fund's investments in a particular market, the Pinnacle Fund's portfolio may become more susceptible to fluctuations in value resulting from adverse economic or business conditions affecting that particular market. In addition, the Pinnacle Funds will focus on real estate development opportunities in targeted markets. Because the Pinnacle Funds will primarily make investments in QOZs, the Pinnacle Funds' risk will be concentrated in low-income areas and the Pinnacle Funds' portfolio may become more susceptible to fluctuations in value resulting from adverse economic or business conditions, changes in governmental rules and fiscal policies, natural disasters, environmental disasters or acts of terrorism, and other factors affecting such areas. Although the Adviser will attempt to minimize risk, the Pinnacle Funds' actual returns will be subject to numerous factors beyond the Adviser's control. Because the Pinnacle Funds' investments are expected to be concentrated within targeted markets, portfolio diversification will be less than would be possible if the Pinnacle Funds were to invest in a range of real estate opportunities across several markets. Such reduced diversification may increase the volatility of the Pinnacle Funds' returns and could reduce the Pinnacle Funds' returns relative to diversified funds.

Complying with the rules governing OZ Funds and any legislation or administrative guidance issued in connection therewith could have a material adverse effect on the performance of a Pinnacle Fund and/or some or all of the Investors in the Pinnacle Fund. For example, in order for Investors to be able to take advantage of certain of the tax benefits afforded OZ Fund investors, the Pinnacle Fund may hold an investment for a longer period of time than the Adviser would otherwise determine to be optimal absent such legislation. The permitted investments that the Pinnacle Fund may make are highly limited, which may result in its General Partner/the Adviser being unable to source attractive opportunities, the Pinnacle Fund's portfolio being highly concentrated and/or the Pinnacle Fund not taking advantage of opportunities that its General Partner/the Adviser may find attractive, but that do not comply with the permitted investments under such legislation.

#### Cybersecurity Risks

With the increased use of technologies such as the Internet and the dependence on computer systems to perform necessary business functions, investment vehicles such as the Pinnacle Funds and its service providers may be prone to operational and information security risks resulting from cyber-attacks. In general, cyber-attacks result from deliberate attacks, but unintentional events may have effects similar to those caused by cyber-attacks. Cyber-attacks include, among other behaviors, stealing or corrupting data maintained online or digitally, denial-of-service attacks on websites, the unauthorized release of confidential information and causing operational disruption. Successful cyber-attacks against, or security breakdowns of, the Pinnacle Funds, their respective General Partner, and/or third-party service providers may adversely impact the Pinnacle Funds or their Investors. For instance, cyber-attacks may interfere with the processing of Investor transactions, impact the Pinnacle Funds' ability to value its assets, cause the release of private Pinnacle Fund Investor information or confidential information of the Pinnacle Funds, impede trading, cause reputational damage, and subject the Pinnacle Funds to regulatory fines, penalties or financial losses, reimbursement or other compensation costs, and/or additional compliance costs. The Pinnacle Funds may also incur substantial costs for cyber-security risk management in order to prevent any cyber incidents in the future. The Pinnacle Funds (and their Investors) could be negatively impacted as a result.

While Pinnacle service providers have established enhanced data-security measures, business continuity plans and information technology systems designed to prevent cyber-attacks from reoccurring in the future, there are inherent limitations in such plans and systems including the possibility that certain risks have not been identified. Similar types of cybersecurity risks are also present for service providers and other third parties

with which the Pinnacle Funds does business. These service providers and other third parties may hold Pinnacle Fund or Investor information and not have the same level of protection as the Pinnacle Funds maintain or may nevertheless be subject to risk of breach even with enhanced data security measures, any of which could result in material adverse consequences for the Pinnacle Funds.

*Coronavirus Risk; Armed Conflict; Political Disruption; Other Global Developments*

In December 2019, the virus SARS-CoV-2, which causes the coronavirus disease known as COVID-19, surfaced in China. The disease spread around the world, resulting in the temporary closure of many corporate offices, retail stores, and manufacturing facilities across the globe, as well as the implementation of travel restrictions and remote working and “shelter-in place” or similar policies by numerous companies and national and local governments. These actions caused the disruption of manufacturing supply chains and consumer demand in certain economic sectors, resulting in significant disruptions in local and global economies. Such disruptions continue to be felt. The short-term and long-term impact of COVID-19 on the operations of the Adviser and the performance of the Pinnacle Funds is difficult to predict but it is notable that the commercial real estate industry has been materially affected. Any potential impact on such operations and performance will depend to a large extent on future developments and actions taken by authorities and other entities to contain COVID-19 and its economic impact. These potential impacts, while uncertain, could adversely affect the performance of the Pinnacle Funds. Given the extraordinary nature of COVID-19 and its inherent unpredictability, it may take years to understand the full scope of its ramifications. In addition, armed conflict, political disruption, and other global developments arise from time to time, often with significant short-term or long-term effects even in jurisdictions far from the focus of such events. Political disruptions can create an atmosphere of legislative and regulatory unpredictability, including as to tax policy changes (which can affect OZ Funds). The increased interconnectedness of markets and societies, including through technological developments, can cause disruptions to have disproportionate effects on markets in general and on real estate specifically.

***THE FOREGOING LIST OF RISK FACTORS DOES NOT PURPORT TO BE COMPLETE NOR DOES IT PURPORT TO BE AN ENTIRE EXPLANATION OF THE RISKS INVOLVED IN AN INVESTMENT IN THE PINNACLE FUNDS. PROSPECTIVE INVESTORS SHOULD READ APPLICABLE GOVERNING DOCUMENTS AS WELL AS CONSULT WITH THEIR OWN LEGAL, TAX AND FINANCIAL ADVISORS BEFORE DECIDING TO INVEST IN THE PINNACLE FUNDS.***



## **ITEM 9 – DISCIPLINARY INFORMATION**

There are no legal or disciplinary events related to the Adviser.

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

For a description of material conflicts of interest created by the relationship among the Adviser and the General Partners and how such conflicts are addressed, please see Item 11.

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

### **Code of Ethics**

The Adviser has adopted a code of ethics (the “Code”) that establishes the standard of business conduct that must be followed by, among others, all partners, directors, officers, and employees of the Adviser (collectively, “Supervised Persons”). The Code incorporates the following general principles, which all Supervised Persons are expected to uphold: act in the best interests of Clients; conduct activities and personal securities transactions in a manner consistent with the Code, which seeks to address certain conflicts of interest in this regard; avoid taking any inappropriate advantage of one’s position at the Adviser; maintain confidentiality of information concerning the Adviser’s securities recommendations and client securities holdings and transactions; and provide accurate disclosure in reports required by auditors, regulators, or government bodies. The Adviser believes that these general principles not only help the Adviser fulfill its obligations undertaken as an investment adviser, but also protect the Adviser’s reputation and instill in employees the Adviser’s commitment to honesty, integrity, and professionalism. The Code also provides guidelines for, among other things, Supervised Persons regarding adherence to securities laws generally, transactions in personal accounts involving public and private securities, activities outside of the investment adviser’s business, and giving and receiving business-related gifts. In addition, the Code encourages all Supervised Persons to report Code violations and outlines potential sanctions for such violations. The Adviser’s Chief Compliance Officer is responsible for the Code’s administration, including without limitation the monitoring and review of personal securities transactions of Supervised Persons, and is available for any questions Supervised Persons have regarding the Code. The Adviser will provide a copy of the Code to any Client or prospective Client upon request and may elect to provide a copy of the Code to investors in the Pinnacle Funds. Below is additional information regarding certain conflicts of interest arising from circumstances in which the Adviser recommends to Clients, or buys or sells for Client accounts, securities in which the Adviser or its related persons is invested (or is buying or selling) or otherwise has a financial interest.

### **Potential Conflicts of Interest**

The material conflicts of interest that a Pinnacle Fund encounters include those discussed below and elsewhere in this Brochure. The following summary is not intended to be an exhaustive list of all actual, potential, or apparent conflicts or their potential consequences. Identifying potential conflicts of interest is complex and fact-intensive, and it is not possible to foresee every conflict of interest that may arise during a Pinnacle Fund’s life. In particular, Pinnacle expects in the future to identify additional conflicts of interest that currently are not apparent to it or the broader qualified business opportunity zone investments industry, as well as conflicts of interest that arise or increase in materiality as Pinnacle develops new investment platforms or business lines and otherwise adapt to dynamic markets and an evolving regulatory environment. To the extent Pinnacle identifies conflicts of interest in the future, it may disclose these conflicts and their implications to Investors through any of a variety of channels, including in subsequent brochures or in other written or oral communications to a Pinnacle Fund’s advisory board (if applicable) or Investors more generally.

## Resolution of Conflicts

When conflicts arise between the Adviser and a Pinnacle Fund, or between a Pinnacle Fund and another Pinnacle Fund, the Adviser and the relevant Pinnacle Fund General Partner(s) will seek to resolve the conflict. In addressing conflicts, the Adviser will consider various factors, including the interests of each such Pinnacle Fund in the context of both the immediate issue at hand and the longer-term course of dealing among all of the Pinnacle Funds. In the case of a conflict involving the interests of the Adviser, the interests of the Pinnacle Funds will come first. In the case of all conflicts involving a Pinnacle Fund, the Adviser's determination as to which factors are relevant, and the attempted resolution of such conflicts, will be made in the Adviser's sole discretion, but subject to applicable fiduciary duties. The following may help mitigate potential or actual conflicts of interest:

- a Pinnacle Fund will not make any investment unless the Adviser and the relevant Pinnacle Fund General Partner believe that such investment is an appropriate investment considered from the viewpoint of such Pinnacle Fund;
- many important conflicts of interest may be resolved pursuant to set procedures, restrictions or other provisions contained in the relevant Offering Documents for the Pinnacle Funds;
- with respect to the Pinnacle Funds, the advisory board for a Pinnacle Fund (if applicable) generally play an important role in resolving conflicts of interest by, for example, overseeing certain activities that could give rise to conflicts of interest or approving or consenting to decisions that involve certain conflicts of interest referred to it by the General Partner in accordance with the relevant Offering Documents;
- when the Adviser deems appropriate in its sole discretion, unaffiliated third-party service providers can be used to help resolve conflicts, such as the use of an investment banker to opine as to the fairness of a purchase or sale price. In addition, the willingness of a third-party investor to make an investment on the same or similar terms as a Pinnacle Fund may demonstrate the fairness of the transaction to such Pinnacle Fund; and
- prior to subscribing for interests in a Pinnacle Fund, each Investor receives information relating to significant potential conflicts of interest arising from the proposed activities of the Pinnacle Fund.

While Pinnacle endeavors to resolve all conflicts in a fair and impartial manner, there can be no assurance that our own interests will not influence our conduct and decisions. There can be no assurance that the Adviser will identify or resolve all conflicts in a manner that is favorable to the Pinnacle Funds and the Pinnacle Funds' investors may not, subject to any requirements set forth in the relevant Offering Documents, be entitled to receive notice or disclosure of the actual occurrence of conflicts or have any right to consent to them as they arise.

### *Future Funds*

The General Partners, Pinnacle, and the Pinnacle Affiliates may in the future manage and advise other investment vehicles (including funds qualified under Code Section 1031), accounts and clients which may have objectives similar, in whole or in part, to those of the Pinnacle Funds.

Not all investments which are consistent with a Pinnacle Fund's investment objectives will be presented to the Pinnacle Fund. In addition, in some instances, investments may be made available to and shared with third-party co-investors, and thus not all amounts available to the Pinnacle Funds relating to an investment will be presented to the Pinnacle Fund.

Pinnacle reserve the right to raise additional real estate investment funds or other OZ Funds ("Other Funds"), including a fund formed to make investments that would be precluded or materially limited by a Pinnacle

Fund's investment limitations or applicable law or regulation. The formation of an Other Fund could result in the reallocation of personnel to such Other Fund. In addition, potential investments that may be suitable for a Pinnacle Fund may be directed toward or shared with such Other Fund.

#### *Personal Trading at Same Time as Clients*

Jeff Feinstein and Leo Backer (together, the "Principals") make investment decisions on behalf of the Pinnacle Funds. The Principals may own interests in the Pinnacle Funds in addition to having other unrelated investment activities for their own accounts. Such unrelated investment activities may be independent from, and may from time to time conflict or compete with, the Pinnacle Funds' investment activities. In the ordinary course of the Adviser conducting its activities, the interests of the Pinnacle Funds may from time-to-time conflict with the interests of the Principals. Employees of the Adviser may also engage in personal investment activities that could involve a conflict of interest with the investment activities of a Pinnacle Fund. To the extent that an investment, proposed transaction or other relationship presents a material conflict of interest, the Adviser will review the particular facts and circumstances of such investment, proposed transaction or relationship with a view towards addressing such conflicts in a manner consistent with applicable law which may be further specified in the Adviser's policies and procedures developed for such purpose.

Where conflicts of interest involve the Adviser on one hand, and one or more Pinnacle Funds or their Investors on the other hand, the Adviser seeks to resolve potential conflicts of interest in a way that favors the interests of the Pinnacle Funds and the Investors over the interests of the Adviser. Pinnacle will seek to resolve these conflicts in a way that is as fair and reasonable for all affected parties, even if the ultimate resolution could nevertheless disadvantage or appear to disadvantage one or more of the parties to some extent.

#### **Side Letters**

Pinnacle often enters into certain side letter arrangements with certain Investors in a Pinnacle Fund providing such Investors with different or preferential rights or terms that are not made available to Investors in such Pinnacle Fund generally and which may, in certain instances, include, without limitation: different fee structures and other preferential economic rights; information and reporting rights; certain rights or terms necessary in light of particular legal, regulatory or policy requirements of a particular Investor; and transfer rights. Except as otherwise agreed with an Investor in a Pinnacle Fund, the Adviser is not required to disclose the terms of side letter arrangements with other Investors in the same Pinnacle Fund. Also, Investors will have no recourse against a Pinnacle Fund, the applicable General Partner, Pinnacle or their respective affiliates in the event that certain investors receive additional or different rights or terms pursuant to such side letters.

### **ITEM 12 – BROKERAGE PRACTICES**

Due to the nature of the investments made by each Pinnacle Fund, the Adviser does not engage securities brokers.

### **ITEM 13 – REVIEW OF ACCOUNTS**

The Adviser regularly monitors the investments of the Pinnacle Funds, both at the managing partner level and as delegated to other members of the leadership team. Such matters reviewed include specific positions held and adherence to applicable investment objectives, guidelines, and risk parameters. In addition to providing reports required by applicable law, the Adviser provides reports to Investors in Pinnacle Funds in accordance with the applicable Offering Document or other written agreements with such Investors. The Adviser and the applicable Pinnacle Fund General Partner, from time to time, in their sole discretion, may provide additional information relating to a Pinnacle Fund to one or more Investors in such Pinnacle Fund as they deem appropriate. The Adviser engages a third-party administrator which also monitors certain holdings and calculations. In addition, the financial statements of each Pinnacle Fund will be prepared and audited in conformity with generally accepted accounting principles ("GAAP") at each calendar year-end in accordance the Adviser's obligations under the Advisers Act.

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

The Adviser does not currently compensate any person for Client referrals, nor does the Adviser receive any economic benefit from someone who is not a Client for providing investment advice or other advisory services to the Pinnacle Funds.

## **ITEM 15 – CUSTODY**

Each of the Pinnacle Funds obtains an annual audit of its financial statements performed by an independent public accountant that is registered with, and subject to examination by the Public Company Accounting Oversight Board. Copies of the annual audited financial statements, which will be prepared in accordance with generally accepted accounting principles, are distributed to all Investors of such Pinnacle Fund within 120 days of such Pinnacle Fund's fiscal year end.

## **ITEM 16 – INVESTMENT DISCRETION**

The Adviser accepts discretionary authority to manage the assets of each Pinnacle Fund on behalf of the Investors. The terms and procedures governing assumption of this authority, including any applicable investment objectives or guidelines, are set forth in the applicable Pinnacle Fund's Offering Documents.

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

The Clients invest in real estate and real estate related assets which do not issue proxies. Pinnacle does not consider its operating decisions alongside QOZ real estate operating partners to constitute the voting of Clients' securities. Accordingly, Pinnacle does not have an opportunity to vote proxies on behalf of its Clients and does not currently exercise voting authority on behalf of its Clients in connection with securities.

## **ITEM 18 – FINANCIAL INFORMATION**

Pinnacle does not require or solicit prepayment of fees more than six months in advance. Pinnacle has not been the subject of a bankruptcy petition at any time during the past ten years and is not aware of any financial condition that is reasonably likely to impair its ability to meet contractual commitments to its Clients.