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This brochure (the “Brochure”) provides information about the qualifications and business practices of Merced Capital, L.P. (“Merced Capital” or the “Firm”). If you have any questions about the contents of this brochure, please contact us at (952) 476-7200 or by email to Investor.Relations@mercedcapital.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.

Additional information about Merced Capital, L.P. also is available on the SEC’s website at www.adviserinfo.sec.gov.

Merced Capital, L.P. is a registered investment advisor. Registration with the United States Securities and Exchange Commission does not imply a certain level of skill or training.

Item 2 **Material Changes.**

This Brochure dated March 29, 2024, has been prepared by Merced Capital, L.P. and supersedes the prior version of this Brochure, dated March 30, 2023, (the “Prior Version”).

There are no material changes to report since the Prior Version.

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Item 4 **Advisory Business**

Merced Capital Background and Ownership

Merced Capital, L.P. (“Merced Capital” or the “Firm”) was formed in 1988 by three executives from the Cargill Inc. financial trading business. The three founders retired in 1998, 2005 and 2013. Merced Capital is owned by the senior members of management of Merced Capital, none of whom owns 25% or more of the Firm. The general partners of the various Merced Capital-managed funds described below are also owned by members of Merced Capital’s senior management. Merced Capital provides discretionary advisory service to privately offered pooled investment vehicles (the “Funds”) that invest in a variety of asset types. See *Item 4 – Advisory Business - Investment Philosophy and Strategy* below.

The Funds are limited partnerships and other investment vehicles that are exempt from registration under the U.S. Investment Company Act of 1940, as amended, and whose interests will not be registered under the U.S. Securities Act of 1933, as amended (the “Securities Act”).

In addition, Merced Capital provides certain administrative, management and advisory services with respect to the ongoing management and operations of other assets held through one or more private investment vehicles (collectively, “Other Accounts”). The Funds and Other Accounts are sometimes individually referred to as a “Client,” and collectively as “Clients.”

Merced Capital manages each Client based on specific investment objectives, strategies, investment guidelines and restrictions set forth in the offering documents, partnership agreement, limited liability company operating agreement, and/or investment management agreements applicable to that Client (as amended and supplemented from time to time) (collectively, the “Governing Documents”). Investment restrictions are permitted to be waived in certain cases in accordance with the Governing Documents. See *Item 8 - Methods of Analysis, Investment Strategies and Risk of Loss*.

All of the Fund general partners are owned and controlled by senior management of Merced Capital, and all have entered into written management agreements with Merced Capital pursuant to which Merced Capital provides investment advisory services to the Funds and other Clients of which they are general partner or managing member. (References in this brochure to the “general partner” of a Client includes the managing member of such client where applicable.) None of the Fund general partners, other than Merced Capital, has any employees.

Interests in Clients are not offered to the public generally and Merced Capital and its Client historically have not engaged in a general solicitation.

Merced Capital does not provide investment advice to separately managed accounts nor does it provide investment advice to individual investors in any Client (each, an “Investor”). In accordance with common industry practice, a Fund or its general partner may from time to time enter into a “side letter” or similar agreement with an investor pursuant to which the Fund or its general partner grants the investor specific rights, benefits or privileges that are not generally made available to all Fund investors. The Firm has entered into agreements, commonly known as “side letters,” with certain investors under which the Firm has agreed to waive or modify certain investment terms for those Clients, without obtaining the consent of any other Clients or underlying investors. Such agreements typically provide more favorable terms with respect to (i) opting out of particular investments; (ii) reporting obligations of the Client; (iii)

transfers to affiliates; (iv) co-investment opportunities; (v) withdrawal rights due to adverse tax or regulatory events; and (i) consent rights to certain Governing Document amendments.

Investment Philosophy and Strategy

Merced Capital focuses on trading in debt and equity securities and other obligations of financially distressed entities, high yield, below investment-grade or unrated debt securities, leveraged loans, special and control situation transactions, and other trades deemed appropriate by Merced Capital. In addition, Clients invest in real estate, aircraft and aircraft leases, equipment, renewable energy, insurance-linked securities, natural resources, and other types of assets. The Governing Documents typically give Merced Capital wide discretion to determine the investment strategy for the Clients, except in cases where the Client was established to pursue a very specific strategy. The investment strategy and objective of each Client is set forth in the Client's Governing Documents. Merced Capital may expand its areas of expertise in response to market conditions or other external factors. A brief explanation of the primary strategies employed by Merced Capital follows:

- *Financially distressed entities* are those financially troubled entities on the verge or in the process of a major financial restructuring and involve deteriorating as well as defaulted securities. Restructuring of distressed entities is the process of re-balancing assets and liabilities in a more financially prudent fashion. This process can take place either through a formal bankruptcy proceeding or restructuring outside of a court's supervision. This process creates opportunities to trade in different types of securities or obligations with different risk-reward profiles at different times in an entity's restructuring cycle. This cycle can last anywhere from a month to five years or longer.
- *High yield, below investment-grade or unrated securities* involve situations in which there is speculative credit risk and where the debtor is unlikely to obtain credit from traditional sources, such as banks.
- *"Special situation" transactions* are those assets that may be acquired at a discount to their inherent value. Typically, these situations arise because the assets lack transparency or liquidity. Some of these trades may arise as a result of Merced Capital's role as advisor to other entities. Trades in this area include equipment, real estate and non-operator interests in oil and natural gas wells.

In the past the Clients have not used borrowed money (leverage) at the Client level, and have used leverage at the asset-level on a highly selective basis in limited circumstances (for example, in leveraged aircraft sale-leaseback transactions or commercial property acquisitions). However, this policy is continuously reviewed, and the Clients may employ leverage of Client capital in the future. In addition, to the extent the Clients own and control private operating companies, those companies may use debt as a part of their capital structure. The Clients are permitted to engage in short selling of securities, which involves borrowing securities and then selling them.

A Client's activities include, but are not limited to purchasing, short selling or spread trading any or all of the securities within different companies' capital structure. These securities may be publicly or privately traded.

Merced Capital has traditionally limited the number of trades made outside the United States and, accordingly, the Clients have incurred limited foreign exchange risk. Certain Clients are not precluded from trading in foreign assets or from incurring foreign exchange risk – and do currently invest in foreign real estate, operating and financial assets. Merced Capital employs various

strategies to hedge foreign exchange risk, including entering into forward purchase contracts with respect to currencies in which investments are denominated.

Conflicts of Interest

While Merced Capital believes that its interests, and the interests of its other affiliates, with respect to the success of the Clients are aligned with the interests of the Investors, it is possible that conflicts of interest between the Client and Merced Capital or its affiliates will arise.

Merced Capital, its affiliates, and their respective members, managers, directors, officers, partners, shareholders, employees and agents may exercise investment responsibility, or otherwise engage, directly or indirectly, in any other business, irrespective of whether any such business is similar to, or identical with, the business of the Clients, which may include purchasing, selling, holding or otherwise dealing with investments that would be suitable for the Clients. Merced Capital, its affiliates, and their respective members, general partners, managers, directors, officers, partners, shareholders, employees and agents manage multiple Clients that have overlapping investment mandates. In addition, a Client is permitted to take a position that is adverse to the interests of another Client.

Merced Capital and its principals and personnel are in no way prohibited from spending, and intend to spend, substantial business time in connection with other businesses and activities, including, but not limited to, managing investments, advising or managing vehicles or accounts whose investment objectives are the same as or overlap with those of the Clients, participating in actual or potential investments of the Clients, providing consulting, M&A, structuring or financial advisory services, including with respect to actual, contemplated or potential investments of the Clients or acting as a director, officer or creditors' committee member of, adviser to or participant in, any corporation, partnership, trust or other business entity.

Merced Capital and its principals and personnel are permitted to, in their sole and absolute discretion, engage in any other business and furnish asset management and advisory services to Clients with overlapping investment mandates and which may own securities or other investments of the same class, or which are the same type, as other Clients' investments. Merced Capital and its principals and personnel shall be free, in their sole discretion, to make recommendations to others, or effect transactions on behalf of themselves or for others, which may be the same as or different from those recommended or effected with respect to the Clients, or offer certain investments to Clients that it or they manage or advise concurrently with or in addition to offering those investments to the Clients.

No Investor has any right to participate in any of these activities or to the income or profits derived from these activities. The records of any personal accounts will not be made available to Investors.

A Client may, in Merced Capital's sole and absolute discretion, require the services of a prime broker for certain investments. The Firm has selected prime brokers (the "Prime Brokers") for each Client, as required. If Merced Capital selects a Prime Broker and custodians, the Firm will seek to obtain best price and best execution and will take into account such relevant factors as (i) price, (ii) the Prime Broker's and custodian's facilities, reputation, reliability, creditworthiness and financial responsibility, (iii) research and other services provided by such Prime Broker and custodian to the Firm and (iv) ancillary services such as capital introduction. Accordingly, Merced Capital is permitted to, in its sole and absolute discretion, cause a Client to pay a Prime Broker and custodian that provides brokerage or research services (either directly or through third-party relationships) an amount of commission or transaction cost in excess of that which another Prime Broker and custodian would have charged, if the Firm determines in good faith that such commission or

transaction cost is reasonable in relation to the value of brokerage, research or other services provided.

The Clients are not required to allocate either a stated dollar or stated percentage of its transactions to any Prime Broker and custodian for any minimum time period, and will review such relationships from time to time.

The existence of incentive compensation may create an incentive for Merced Capital and its affiliates to approve and cause the Clients to make riskier or more speculative investments than it would otherwise make in the absence of such performance-based compensation. In addition, the terms of the incentive compensation could give Merced Capital and its affiliates an incentive to make determinations regarding the timing and structure of realization transactions that are not applicable to the interests of the Investors.

Allocation, Aggregation and Brokerage

Because Merced Capital manages multiple Clients, Merced Capital and its affiliates, and their respective members, managers, directors, officers, partners, shareholders, employees and agents may advise one or more of the Clients to invest in the same assets or asset class. To the extent a particular investment is suitable for more than one Client, Merced Capital uses good faith efforts to allocate such investments among the Funds in a fair and reasonable manner, and in accordance with its allocation policy. A copy of Merced Capital's allocation policy is available to Investors upon request. As a general rule, if two or more Clients have substantially similar or overlapping investment objectives and strategies and other factors being equal, allocation of a particular position will be based upon the relative size of the Clients. However, Merced Capital also take into account any one or more of the following factors in allocating investments among Clients:

- Client's investment objective and strategies (determined by reference to the investment objectives and strategies outlined in Governing Documents);
- Client's tax status, and tax status of Investors;
- any restrictions placed on a Client's portfolio under its Governing Documents or by virtue of federal or state law (such as the Employee Retirement Income Security Act of 1974, as amended);
- total portfolio invested position;
- available capital and available cash in the Client, taking into account any anticipated subscriptions and redemptions and any other reasonably foreseeable cash requirements of the Client;
- existing exposure in the Client to issuer or to issuer's industry;
- nature of the security or asset to be allocated, including the liquidity of the asset and the availability of reliable price information;
- size of available position;
- supply or demand for a security at a given price level;

- the expected holding period of an investment in relation to a Client's investment and harvest period;
- current market conditions; and
- any other information determined by Merced Capital to be relevant to the fair allocation of investments.

From time to time, Merced Capital may aggregate Client orders for the purchase or sale of securities. Merced Capital will generally follow the guidelines set forth below in aggregating orders for securities:

- no Client will be favored over any other Client;
- each Client that participates in an aggregated order will participate at the average share price for all Merced Capital's transactions in that security on a given business day and transaction costs will be shared pro rata based on each Client's participation in the transaction;
- if the aggregated order is filled in its entirety, it will be allocated among Client s in accordance with Merced Capital's allocation policy described above;
- if the aggregated order is partially filled, it will be allocated among Clients pro rata (*i.e.*, taking into account the relative size of each Client account to which it is to be allocated) and in accordance with Merced Capital's allocation policy described above;

Assets Under Management

As of December 31, 2023, Merced Capital managed approximately \$635,877,013 in regulatory assets on a discretionary basis. Merced Capital does not manage any assets on a non-discretionary basis.

Item 5 Fees and Compensation

The fees, compensation, and expenses applicable to the Clients are set forth in detail in the respective Governing Documents.

Merced Capital or its affiliate receives a management fee from Clients in exchange for investment advisory services provided. Management fees are typically a specific percentage of each Investor's aggregate capital commitment, invested capital or net asset value in the applicable Client, but are sometimes a flat fee. The percentages on which Merced Capital's management fee is based typically range from 0.90% to 1.5% per annum, as set forth in the applicable Governing Documents. In some cases, Merced Capital and its affiliates do not receive a management fee.

Generally, a Client's management fee will typically be payable monthly or quarterly in advance and may be paid by disposition proceeds, income from investments, capital contributions from a Client's Investors or a Client's credit facility, as well as Client-level reserves as set forth in the applicable Governing Documents.

Merced Capital, or its affiliates, is permitted to elect, in its discretion, to reduce, waive, or defer all or a portion of any payment of its management fee with respect to any Client or Investors in any Client.

In addition to management fees, Merced Capital or its affiliate receives performance-based compensation either (a) in the form of a percentage of profits from the Clients or a participation right in the profits of a Client (commonly referred to as “Carried Interest”) based on the distributed cash proceeds generated by Client’s investments, typically subject to a preferred return to applicable Investors, or (b) in the form of a percentage of the net realized and unrealized appreciation in the value of the Client’s assets (commonly referred to as an “Incentive Fee”). Merced Capital, or its affiliate, is permitted to, in its sole discretion, reduce, waive, or defer the distributions or payments of Carried Interest or Incentive Fees with respect to any Client or Investors in any Client.

Carried Interest is generally paid out as proceeds attributable to dispositions of Clients’ investments are distributed to Investors. Generally, no payouts are made until a Client has first received invested capital together with a preferred return in accordance with the Client’s Governing Documents. Incentive Fees are typically allocated to Merced Capital or its affiliate on an annual basis. Merced Capital sets the value of each Client’s portfolio. In the case of Clients that pay an Incentive Fee, there is the risk that Merced Capital could increase its management and annual incentive fees by overstating the increase in value of the Client’s assets. To protect against this risk, Merced Capital has established a valuation policy to assure that its investment valuations reflect fair value.

Merced Capital’s valuation policy is available to Investors in its Clients upon request. Valuation methods include, as appropriate, financial models, appraisals, reference to sales of comparable assets, bids or other valuations received from third parties, and other methods that Merced Capital determines are likely to be reliable. Except to the extent required by applicable law, Merced Capital is not required to have valuations independently determined.

In addition to paying management fees, Carried Interest and Incentive Fees, the Clients reimburse Merced Capital and its affiliates for certain expenses. These expense reimbursement items vary by Client, but typically include tax advice and preparation expenses, accounting expense, custodial fees, brokerage commissions, legal, and other operational expenses. In some cases, Clients reimburse Merced Capital and its affiliates for customary and routine overhead expenses, including compensation of all personnel. If any reimbursable expenses are incurred for the account of more than one Client, then Merced Capital charges a Client only that portion of the expense that Merced Capital in its discretion deems equitable under the circumstances, taking into account such factors as Merced Capital and its affiliates deem appropriate in the circumstances.

The Clients incur brokerage and other transaction costs. See *Item 12 – Brokerage Practices* for information regarding Merced Capital’s practices with respect to these costs.

Under certain circumstances specified in the Governing Documents, the Clients are generally obligated to indemnify Merced Capital and its affiliates and other identified persons and entities as described in the relevant Governing Documents (together, the “Indemnified Persons”), in each instance, for costs arising out of or in connection with the Clients’ business and affairs, except for any such costs that have resulted from certain bad acts of the Indemnified Person seeking indemnification as detailed in the applicable Client’s Governing Documents.

In terms of co-investment opportunities, until a co-investor has irrevocably committed in writing to participate in an investment opportunity alongside the Clients, such co-investor may not be obligated to bear any portion of the due diligence or broken-deal expenses associated with a

potential transaction. As a result, in some cases, despite the fact that a co-investor may be offered an opportunity to participate in a potential investment alongside a Client, the Client may ultimately bear all of the associated due diligence expenses and costs associated with an unconsummated investment.

Merced Capital or its affiliate will pay (either directly or by offset to its management fees) all organizational expenses in excess of the limit set forth in the applicable Governing Documents and placement compensation, to the extent not borne by the Clients.

Merced Capital and its supervised persons do not receive (directly or indirectly) any compensation from the purchase or sale of securities or investments for the Clients. Merced Capital and its supervised persons do not receive (directly or indirectly) sales commissions in connection with sales of interests in the Clients.

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

Merced Capital manages Clients that pay performance-based compensation as described in *Item 5 - Fees and Compensation* above. The fact that Merced Capital or its affiliate is compensated based on the success of investments held by the Clients may create an incentive for Merced Capital to make investments that are riskier or more speculative than those that it may otherwise recommend in the absence of such compensation and may create an incentive for Merced Capital to disproportionately allocate time, services or functions to Clients paying such amounts at a higher rate. Merced Capital has adopted policies and procedures that, among other things, seek to ensure that investment opportunities are allocated in a manner that it believes is consistent with the relevant Governing Documents and otherwise fair and reasonable over time, considering such factors as it deems relevant. See *Item 5 – Fees and Compensation* and *Item 11 – Code of Ethics, Participation or Interest in Client Transactions & Personal Trading* for additional information relating to how we generally address conflicts of interest.

With respect to co-investment opportunities, a co-investor will typically invest on economic terms at the investment level substantially no more favorable than those on which the Clients invest; and neither the Clients nor the co-investor will be entitled to a preference over the other in receipt of distributions at the investment level, or the ability to dispose of all or any portion of a jointly-held investment, in each case, subject to certain exceptions set forth in a Client's Governing Documents. Merced Capital charges carried interest, management fees and other fees to certain co-investors, with respect to any co-investment, which may be different than the Carried Interest, Incentive Fees, management fees and other economic terms applicable to the Clients.

Item 7 Types of Clients

Merced Capital provides discretionary investment advisory services to Funds and Other Accounts. The Clients are typically limited partnerships and other investment vehicles that are exempt from registration under the US Investment Company Act of 1940, as amended, and whose interests will not be registered under the Securities Act. The minimum investment into the Clients is outlined in each Client's Governing Documents, subject to waiver by Merced Capital or its affiliate.

Investors in the Clients include public and private pension funds, foundations, endowment funds, "funds of funds", high net worth individuals and family offices.

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

Methods of Analysis and Investment Strategies

A portfolio approach to trading is employed, so that risk to the Clients is mitigated by avoiding significant concentrations in a limited number of investments. However, at times individual positions may be material. The strategy used in any individual situation will be affected by the types of financial instruments and assets involved and the desired risk-reward profile. Merced Capital takes a fundamental approach to analyzing an investment, taking into account the fair value of an investment, downside protection, and expected cash flows. Merced Capital investment personnel rigorously review all aspects of a proposed investment, taking into account both factors specific to the investment as well as factors affecting the particular industry and the economy as a whole.

Merced Capital strives to diversify investments in number, industry focus, and geographic region. However, none of the Clients is precluded from investing a substantial amount of its capital in a single holding, industry, or geographic area. Certain Clients are permitted to invest outside the United States and, therefore, could incur foreign exchange or political risk, and they may enter into hedging arrangements with the intent to protect against foreign exchange risks.

Merced Capital expects to control and be actively involved in the stewardship of many of the companies and assets in which the Clients invest. Merced Capital intends to seek out investments wherein strong management and attentive ownership add meaningful value. However, a Client may own interests in companies and assets that it does not control and over which it has little, if any, influence.

Merced Capital uses a wide variety of sources to find investments. Investments are evaluated by Merced Capital by thorough in-house analysis and assessment of the multitude of financial, legal, market, operational, industry and other factors that impact credit profile, business prospects, and asset and enterprise value. Merced Capital also retains outside legal, tax, industry-specific and other advisors to help it analyze the potential downside and upside of an investment.

Risk Factors

An investment in the Clients managed by Merced Capital involves various risks, including the risk that an Investor may lose part or all of its capital.* While Merced Capital attempts to attain a Client's investment objectives through its research and portfolio management skills, there is no guarantee of successful performance, that the investment objective can be reached, or that a positive return will be achieved. As a general rule, Investors should expect that investments with higher return potential will also have higher potential of risk of loss to capital and/or income. In addition, the Clients' investments may fluctuate in market value from day to day and, therefore, the value of an investment in the Clients could decrease as well as increase. The Clients, individually or taken together, do not constitute a balanced investment program for purposes of an Investor's portfolio diversification needs and, therefore, Investors should consult with their own financial advisers for

* For purposes of the discussion of the risks of investing in a fund managed by Merced Capital, we have assumed that any fund formed after the date of this brochure will employ most if not all of the same strategies employed by existing funds, and that the risks of investing in any such fund will be similar. A prospective investor in any fund managed by Merced Capital should carefully read and understand the offering memorandum for the fund. Investors should also consult with their professional advisors.

the appropriateness of an investment in one or more of the Clients for their overall investment program. Investing involves risk of loss that an Investor should be prepared to bear.

A prospective Investor should consider the following factors and other considerations. The following risk factors do not purport to be a complete examination of all of the risks involved in investments typically considered by Merced Capital, particularly with respect to Clients whose investments are concentrated within specific investment strategy. Additional risk factors with respect to the Clients are outlined in further detail in their respective offering documents.

General Risks

General Economic Conditions and Market Risks. All investments risk the loss of capital and are subject to investment-specific price fluctuations as well as to macroeconomic, market and industry-specific conditions, including but not limited to national and international economic conditions, domestic and international financial policies and performance, conditions affecting particular investments such as the financial viability, sales and product lines of corporate issuers, national and international politics and governmental events, and changes in income tax and other laws and regulations. No guarantee or representation is made that investments recommended by Merced Capital will be successful. Investments recommended by Merced Capital to the Clients may involve, without limitation, risks associated with limited diversification and significant concentration, investments in speculative assets and financial instruments and the use of speculative investment strategies and techniques, interest rates, volatility, tracking risks in hedged positions, credit deterioration or default risks, systems risks and other risks inherent in the Clients' activities. Certain investment techniques of Merced Capital can, in certain circumstances, magnify the impact of adverse market moves to which the Clients may be subject. In addition, the Clients' investments may be materially affected by conditions in financial and other markets and overall economic conditions occurring globally and in particular markets where the Clients may invest their assets.

Merced Capital may not accurately predict future risk exposures relating to the Clients. Risk management techniques are based in part on the observation of historical market behavior, which may not predict market divergences that are larger than historical indicators. Also, information used to manage risks may not be accurate, complete or current, and such information may be misinterpreted.

Inflation. The U.S. and other economies have recently begun to experience higher-than-normal inflation rates. It remains uncertain whether substantial inflation in the U.S. and other economies will be sustained over an extended period of time and/or have a significant adverse effect on the U.S. and other economies. In particular, Inflation could affect the Clients' investments adversely in a number of ways. The market value of such investments is also subject to decline in value in times of higher inflation rates. Therefore, it should be noted that Inflation and rapid fluctuations in inflation rates have had in the past, and will likely in the future have, negative effects on both U.S. and non-U.S. economies as well as financial markets as a whole and not just on the Firm."

Custodial Risk. Merced Capital is required to maintain certain client assets at a qualified custodian. A custodian will have custody of Client assets, including securities, cash, distributions and rights accruing to a Client's securities accounts. The Clients may incur a loss on securities and funds held in custody in the event of a custodian's or sub-custodian's insolvency, negligence, fraud, poor administration or inadequate recordkeeping. Additionally, the Firm's and Clients' operations could be impacted by the banks' insolvency in that there may be a delay in trade settlement, delivery of

securities, etc. If the custodian holds cash on behalf of a Client account, the Client may be an unsecured creditor in the event of the insolvency of the custodian. In addition, prior to acceptance by a Client, subscription amounts are subject to a variety of risks, including the risk of insolvency of any custodian that maintains an account for the deposit of such amounts. Establishing multiple custodial relationships or minimizing cash held per Fund could mitigate custodial risk in the event of a bank failure.

Uncertainty in the U.S. and Global Financial Markets. Similar to the upheavals in the United States and global financial markets that began in 2008 illustrated, the recent banking crisis has the possibility of extraordinary and unprecedented uncertainty and instability in such markets. There can be no assurances that conditions in the global financial markets will not adversely affect one or more of a Client's portfolio investments, its access to capital or leverage, or its overall performance.

Bank Deposits Risk. Deposits maintained at an FDIC-insured bank are covered up to \$250,000 per depositor, per insured bank, for each account ownership category, in the event of a bank failure. Any deposits over \$250,000 in cash at a single bank may be lost in the event the bank fails. Any deposit in excess of the maximum amount insured by the FDIC is an uninsured deposit. Diversifying banking relationships or minimizing cash balances could serve to minimize the potential uncertainty and destabilizing effect on the Firm's operations because of concern regarding the financial viability of a single banking institution.

Counterparty Risk - The Firm and its Clients could be subject to credit and liquidity risk with respect to their counterparties. Exposure to credit and liquidity risk from counterparties can occur through a wide range of activities when dealing with, including but not limited to, service providers, banks, brokers, insurance providers, trading counterparties or other entities. Should a counterparty become bankrupt or otherwise fail to perform its obligations under a contract due to financial difficulties, there could be significant delays in obtaining any or limited recovery under a contract in a bankruptcy court or other reorganization proceeding. The lack of any independent evaluation of such counterparties' financial capabilities, and the absence of a regulated market to facilitate settlement or provide access to capital will increase the potential for losses by the Firm and its Clients, especially during unusually adverse market conditions.

No Assurance of Investment Return. Each Client's task of identifying investment opportunities, managing such investments and realizing a significant return for Investors is difficult. The Clients are dependent upon the relationships and activities of the investment professionals of Merced Capital, and loss of one or more of those individuals could have a significant adverse impact on the business of the Clients and their financial performance. While the Clients' investments offer the opportunity for significant capital gains, they also involve a high degree of risk that may result in substantial losses. Many organizations operated by persons of competence and integrity have been unable to make, manage and realize such investments successfully. There is no assurance that the Clients will be able to invest their capital on attractive terms, correctly evaluate the nature and magnitude of the various factors that could affect the value of such investments or generate returns for its Investors. Prices of the investments may be volatile, and a variety of other factors that are inherently difficult to predict, such as domestic or international economic and political developments, may significantly affect the results of the Clients' activities. There is no assurance that the Clients' investments will be profitable and there is a risk that the Clients' losses and expenses will exceed its income and gains. As such, there is no assurance of any distribution to Investors prior to, or upon, liquidation of a Client. A prospective Investor should not invest in any Client unless such Investor is able to withstand a total loss of its investment.

Risks Related to Electronic Communications. Client general partners provide to Investors statements, reports and other communications relating to the Client and/or the Investors' interests in the Client in electronic form, such as email or via a password-protected website ("Electronic

Communications”). Electronic Communications may be modified, corrupted or contain viruses or malicious code and may not be compatible with an Investor’s electronic system. In addition, reliance on Electronic Communications involves the risk of inaccessibility, power outages or slowdowns for a variety of reasons. These periods of inaccessibility may delay or prevent receipt of reports or other information by the Investors.

Cybersecurity Breaches. Merced Capital and its affiliates depend heavily upon computer systems to perform necessary business functions. Although the Firm has implemented a variety of security measures, these computer systems could be subject to cyber-attacks and unauthorized access, such as physical and electronic break-ins or unauthorized tampering. Like other companies, Merced Capital and its affiliates may experience threats to their respective data and systems, including malware and computer virus attacks, unauthorized access, system failures and disruptions. If one or more of these events occurs, it could potentially jeopardize the confidential, proprietary and other information processed and stored in and transmitted through, such computer systems and networks, or otherwise cause interruptions or malfunctions in Merced Capital’s, the Clients’ or their portfolio companies’ operations, which could result in damage to the Firm’s, its affiliates or the Clients’ reputation, financial losses, litigation, increased costs, regulatory penalties and/or customer dissatisfaction or loss.

Regulation of the Private Funds Industry and the Financial Services Industry. The businesses of the Clients, Merced Capital, and their respective affiliates, as well as the financial services industry generally, are subject to extensive regulation, including periodic examinations, by governmental agencies and self-regulatory organizations or exchanges in the U.S. and foreign jurisdictions in which they operate relating to, among other things, antitrust law, anti-money laundering laws, anti-bribery laws, laws relating to foreign officials, privacy laws with respect to client information and the regulatory oversight of the trading and other investment activities of alternative asset management funds and their alternative investment fund managers, including the Clients, Merced Capital, and its affiliates. Each of the regulatory bodies with jurisdiction over the Clients, Merced Capital, or their respective affiliates has the regulatory powers dealing with many aspects of financial services, including the authority to grant, and in specific circumstances to cancel, permissions to carry on particular activities. Any failure to comply with these rules and regulations could expose the Clients, Merced Capital, or its affiliates to liability or other risks.

The additional legislation, increasing global regulatory oversight of fundraising activities and changes in law relating to the alternative asset management industry has been particularly acute in the aftermath of the recent global financial crisis. This additional scrutiny has included, among other things, increased registration, oversight and regulation of alternative asset management firms and disclosure with respect to these firms and the vehicles they sponsor or advise, which could impact Merced Capital’s or its affiliates’ management of the Clients. Such oversight and regulation may cause the Clients to incur additional expenses, may divert the attention of Merced Capital and its affiliates and personnel, and may result in fines if a Client is deemed to have violated any regulations. Regulation generally as well as regulation more specifically addressed to the alternative asset management industry, including tax laws and regulation, could increase the cost of acquiring, holding or divesting portfolio investments, the profitability of enterprises and the cost of operating the Clients. Additional regulation could also increase the risk of third-party litigation. The transactional nature of the business of the Clients exposes the Clients, Merced Capital, its affiliates, and certain related parties generally to the risks of third party litigation. The Clients are generally responsible for indemnifying Merced Capital, the Client general managers and certain related parties for losses or obligations they may incur with respect to such litigation.

Changes in Regulatory Oversight. The enactment of the Dodd-Frank Wall Street Reform and Consumer Protection Act (the “Dodd-Frank Act”) and other legislative and regulatory actions have led, and will continue to lead, to the implementation of additional regulations and oversight over securities and commodities investments, which may restrict the profitability of the Clients, have an adverse effect on the value of the Clients’ investments or otherwise interfere with the Clients’ ability to pursue their investment objectives.

The Dodd-Frank Act may impose increased recordkeeping and reporting obligations on Merced Capital or its affiliates with respect to the Clients. While the Dodd-Frank Act imposes certain confidentiality requirements with respect to such records and reports, and an exemption from the Freedom of Information Act may be available with respect of such records and reports, no assurance can be given that the mandated disclosure of such records or reports to the U.S. Securities and Exchange Commission (“SEC”) or other governmental entities will not have a significant negative impact on the Clients, Merced Capital, its affiliates, or any Investor. Additionally, the new recordkeeping and reporting requirements and enhanced scrutiny by the SEC and audit may increase the Clients’ compliance, operational and administrative costs.

The Dodd-Frank Act establishes a general framework for systemic regulation, the full scope of which will remain unclear until all implementing regulations are enacted. There can be no assurance that future regulatory actions authorized by the Dodd-Frank Act will not adversely affect the Clients. In addition, it is impossible to predict what, if any, changes in the regulations applicable to the Clients, Merced Capital, its affiliates, or the markets in which they trade and invest may be instituted in the future. There can be no assurance that the Clients, Merced Capital, or its affiliates will be able, for financial reasons or otherwise, to comply with future laws and regulations.

In addition, the SEC, Commodities Futures Trading Commission (“CFTC”) and state officials have been conducting inquiries into, and bringing enforcement and other proceedings regarding trading and other practices against, advisers, sponsors and distributors of investment companies and private funds. The Clients, Merced Capital, and/or their affiliates may receive requests for information or subpoenas from the SEC, CFTC and other state, federal and foreign regulators from time to time in the ordinary course of their business. These requests may relate to a broad range of matters, including specific practices of Merced Capital, the securities or commodities in which Merced Capital invests on behalf of its clients or industry-wide practices. Such burdens may divert the Firm’s time, attention and resources from investment management and trading activities.

Although the Clients endeavor to comply with the requirements of all such regulatory regimes, the treatment of entities like the Clients and their investment activities is often uncertain, and may frequently depend on determinations of fact and interpretations of complex provisions of law and regulation for which there may be no clear precedent or authority. Where no clear precedent or authority is available, the Clients may employ standard industry practice or conventions to guide their compliance efforts. There can be no assurance, however, that such practice or conventions ultimately will be considered compliant, and as a result, the Clients, despite their efforts, may be exposed to liability, possibly on a retroactive basis, as practice or conventions change or are challenged, or the procedures for compliance with the regimes to which the Clients are subject become clearer. Moreover, the regimes to which the Clients are subject may be administered on a variable basis and are generally under review by government authorities in the various jurisdictions in which the Clients have investment activities, sometimes resulting in revised interpretations of seemingly established concepts. The present treatment of the Clients or their activities may be modified by administrative, legislative or judicial interpretation at any time, and any such action may affect investments or commitments previously made. In addition, as a result of such changes, the structure and activities of entities such as the Clients may be challenged. Accordingly, the

Clients and their Investors could be adversely affected by changes in laws, regulations, interpretations or the administration thereof.

Force Majeure Risk. Merced Capital's strategies and investments on behalf of its Clients are subject to the adverse impacts of force majeure events (i.e., events beyond the Firm's control, including acts of God, fire, flood, earthquakes, outbreaks of an infectious disease, pandemic or any other serious public health concern, war, terrorism, labor strikes, and/or other circumstances resulting in property damage, network interruption, and/or prolonged power outages). Some force majeure events could adversely affect the Firm's ability to perform its obligations until it is able to remedy the force majeure event. In addition, the losses to the Clients resulting from such force majeure event could be considerable. Certain force majeure events (such as war or an outbreak of an infectious disease that becomes a global pandemic) could also have a broader negative impact on the world economy and international business activity generally, or in any of the countries where Merced Capital may invest specifically on behalf of its Clients. In particular, such events could materially and adversely impact the value and performance of the Clients, including their ability to source, manage and divest investments as well as their ability to achieve their investment objectives. Additionally, the operations of the Clients and their respective General Partners and managers could be significantly impacted, or even temporarily or permanently halted, as a result of required office closures, government quarantine measures, voluntary and precautionary restrictions on travel or meetings and other factors related to the force majeure event. Any one or any combination of the foregoing may therefore adversely affect performance. Furthermore, if a force majeure event is determined to have occurred, a counterparty to a Client may be relieved of its obligations under certain contracts to which it is a party. If it is determined that a force majeure event has not occurred, the Clients could also be required to meet their contractual obligations, despite potential constraints on their operations and/or financial stability.

Risks Related to Client Investments

Participation on Creditors' Committees and Boards of Directors. The Clients may participate on committees formed by creditors to negotiate with the management and other creditor constituencies of financially troubled companies that may or may not be in bankruptcy. The Clients may also seek to negotiate directly with debtors with respect to restructuring issues. In the situation where a Client does choose to join a creditors' committee, it would likely be only one of many participants, each of whom would be interested in obtaining an outcome that is in its individual best interests. There can be no assurance that the Client would be successful in obtaining results most favorable to it in such proceedings, although the Client may incur significant legal fees and other expenses in attempting to do so. As a result of participation by the Clients on such committees, the Clients may be deemed to have duties to other creditors represented by the committees, which might thereby expose the Clients to liability to such other creditors who disagree with the Clients' actions.

Participation in restructuring activities frequently provides the participant with material non-public information that may restrict the Clients' ability to trade in the company's securities. Determination of whether information is material and non-public and how long knowledge of such information restricts trading is a matter of considerable uncertainty and judgment. While Merced Capital and its affiliates intend to comply with all applicable securities laws and to make judgments concerning restrictions on trading in good faith, the Clients may trade in a company's securities while engaged in restructuring activities relating to that company. Such trading creates a risk of litigation and liability that may cause the Clients to incur significant legal fees and potential losses.

It is anticipated that the Clients will be represented on the boards or management committees of some of the companies in which it makes an investment. While such representation is critical to

the Clients' investment philosophy and should enhance the Clients' ability to manage their investments, it may also have the effect of impairing the ability of the Clients to sell the related securities when, and upon the terms, it might otherwise desire, including as a result of applicable securities laws. Such representation creates a risk of litigation and liability that may cause the Clients to incur significant legal fees and potential losses.

Investments in Financially Distressed Entities and Restructurings. The Clients may acquire debt, other obligations and equity of financially distressed entities. Although such positions may bring high returns to the Clients, they involve varying degrees of risk. The financial difficulties of such entities may never be overcome and may cause such entities to become subject to bankruptcy proceedings. The timing and outcome of any bankruptcy or restructuring is unpredictable. Any one or all of the entities in which the Clients acquire interests may be unsuccessful in its attempts to restructure and become profitable or the positions may not show any return for a considerable period of time. In any bankruptcy or restructuring, a Client may lose its entire investment, may be required to accept cash or securities with a value less than the Client's original investment or may be forced to liquidate its investment at a substantial loss. In addition, under certain circumstances, payments to a Client and distributions by the Client to its Investors may be reclaimed if any such payment or distribution is later determined to have been a fraudulent conveyance, a preferential payment or similar transaction under applicable bankruptcy and insolvency laws. Furthermore, investments in restructurings may be adversely affected by statutes related to, among other things, fraudulent conveyances, voidable preferences, lender liability and the bankruptcy court's discretionary power to disallow, subordinate or disenfranchise particular claims or re-characterize investments made in the form of debt as equity contributions.

The Clients may also invest in securities and other obligations that are secured by receivables from financially distressed consumers. These types of investments expose the Clients to the greater credit risk of the underlying consumers. Defaults by consumers on their payment obligations due to loss of employment, higher interest rates, increased taxes, bankruptcy or other adverse economic developments in the financial, credit or labor markets could result in a significant decrease in the market value of these investments or a total loss of the Clients' investment.

High Yield, Below Investment-Grade or Unrated Securities. The Clients may invest in high-yield or non-investment grade securities. Such securities are generally not exchange-traded and, as a result, these instruments trade in the over-the-counter marketplace, which is less transparent and less liquid than the exchange-traded marketplace. In addition, the Clients may invest in bonds of issuers that do not have publicly traded equity securities, making it more difficult to hedge the risks associated with such investments. Non-investment grade securities face ongoing uncertainties and exposure to adverse business, financial or economic conditions which could lead to the issuer's inability to make timely interest and principal payments. The market values of certain of these lower-rated and unrated debt securities tend to reflect individual corporate developments to a greater extent than do higher-rated securities which react primarily to fluctuations in the general level of interest rates, and tend to be more sensitive to economic conditions than are higher-rated securities. Companies that issue such securities are often highly leveraged and may not have available to them more traditional methods of financing. It is possible that a major economic recession could severely disrupt the market for such securities and may have an adverse impact on the value of such securities. In addition, it is possible that any such economic downturn could adversely affect the ability of the issuers of such securities to repay principal and pay interest thereon and increase the incidence of default of such securities.

Non-Operator Interests - Oil and Gas. Certain Clients currently invest in non-operating interests in oil wells and natural gas wells, in which investing Clients are given an opportunity to participate in

well drilling and production by paying pro-rata expenditures and receiving pro-rata revenues from oil and gas sales. The Clients do not control the timing or success of the development, exploitation, production and exploration activities relating to its interests. Well operators make decisions in connection with their operations (subject to their contractual and legal obligations to other owners of working interests), which may not be in the Clients' best interests. In addition, Merced Capital has virtually no ability to exercise influence over the operational decisions of the well operators, including the setting of capital expenditure budgets and drilling locations and schedules. The success and timing of well development activities depend on a number of factors that are largely outside of Merced Capital's control, including the timing and amount of capital expenditures, operator expertise and financial resources, approval of other well participants, production rate, and recent extreme volatility in global production and pricing. In addition, Merced Capital relies on third-party joint venture partners for the sourcing and management of the Clients' non-operator interests, and may employ hedging to mitigate the risk of a decline in the future price of oil and natural gas. The risks associated with third-party providers and hedging transactions are addressed elsewhere in this Item.

Insurance. Clients may make investments in debt and equity instruments that allow life insurance-related, credit-related and natural disaster related risks and returns to be transferred to Investors and thus will be subject to the general risks facing the insurance industry. These risks include, among others, the uncertainty associated with (i) projecting mortality rates, interest rates and life insurance policy lapse rates, (ii) projecting future credit profiles, default rates and recoveries and the likelihood and magnitude of natural disasters, (iii) methodologies used to value assets owned by such companies, (iv) the general market and business environment for such insurance industry, (v) counter-party risk and (vi) the risk of regulatory changes, among other factors. Insurance industries are highly regulated by the federal, state and local governments. There is no guarantee that changes will not occur to regulations affecting the insurance and reinsurance businesses, and such changes may adversely affect the value of the Clients and their investments. There may be other risks unique to these and other particular industries in which the Clients invest.

Real Estate. The Clients may invest directly in real estate that Merced Capital believes is undervalued or under circumstances where Merced Capital believes that relevant market values will appreciate, non-recourse mortgages where the mortgagor is not a significant operating company and in the securities or obligations of single purpose companies whose primary asset is real estate. Risks associated with real estate investments include, among other things, (i) lack of demand for commercial or housing space in a locale, (ii) changes in general economic or local conditions, (iii) changes in supply of, or demand for, similar or competing properties in an area, (iv) uncertainty of cash flow to meet loan and other fixed obligations, (v) changes in interest rates, (vi) unavailability of mortgage financing which may render the sale or refinancing of a property difficult and (vii) changes in tax, real estate, environmental, and zoning laws. Additionally, in connection with the ownership (direct or indirect) of real properties, a Client or an entity in which a Client invests may face potential costs and liabilities related to environmental laws, such as those related to the removal of hazardous or toxic substances.

With respect to investments in mortgage loans, the Clients will in large part be dependent on the ability of third parties to successfully operate the underlying properties. In addition, certain of the mortgage loans may be structured so that all or a substantial portion of the principal will not be paid until maturity, which increases the risk of default at that time. The possibility of partial or total loss of capital will exist and Investors should not subscribe unless they can readily bear the consequences of such loss.

Land Lot Development/Entitlement. The Clients may invest in unentitled land that Merced Capital will seek to process through the land use approval process and, subsequently, seek to dispose of at a profit. In any such projects, the Clients will be subject to risks relating to delays in the land use entitlement process and other regulatory conditions beyond Merced Capital's control. Each of these factors could result in increased costs of a project or loss of the Clients' investment. In addition, the price the Clients agree to pay for the land will be based on projections of expenses and estimates of land use development costs, marketability to homebuilders and growth projections in the area in which land in which the Clients invest is located. If these projections are inaccurate, the Clients may overpay for the land they acquire and, due to the factors discussed above, the Clients may fail to achieve their expected returns. The Clients will also be subject to the risks normally associated with land use development activities. Such risks include, without limitation, risks relating to the availability and timely receipt of zoning and other regulatory approvals and land use entitlement. 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 Clients and on the amount of funds available for distribution to Investors.

Homebuilding. Homebuilding investments involve significant construction risk, which is the risk that the cost of land, development and construction of homes runs over budget and erodes or eliminates profit. Cost overruns can occur during any stage of development, construction or home sales due to, among other factors, unforeseen soil conditions, lawsuits, unanticipated weather, administrative or regulatory delays in the receipt of required approvals and permits for zoning, grading, density, product design, occupancy and similar items of municipal oversight, labor relations problems, unavailability of skilled workers, and delays in obtaining or unavailability of construction materials. In the event such issues delay the realization of a Client's investment objectives for an investment, the investment may suffer a significant decline in value due to adverse economic and market changes or other conditions affecting such investment.

Periods of high interest rates, tight credit, overdevelopment in an area in which a specific homebuilding project exists, general economic conditions and a drop in home buyer confidence are among the factors that may make the sale of homes difficult. In addition, during a slow market, a Client may have to bear the cost of carrying lots or standing inventory pending a change to favorable building and/or market conditions, resulting in increased interest costs and reducing the amount of capital available to undertake additional projects.

Hard-Asset Lending. This is a highly competitive market and Merced Capital believes it will continue to be so for the foreseeable future as the financial services industry continues to consolidate, producing larger, better capitalized and more geographically diverse companies with broad product and service offerings. Thus, the Clients' profitability in this subsector depends, in large part, on the Clients' ability to compete effectively. The Clients' competition within this industry includes mortgage REITs, specialty finance companies, savings and loan associations, banks, mortgage banks, insurance companies, mutual funds, private equity funds, hedge funds, institutional investors, investment banking firms, non-bank financial institutions, governmental bodies and other entities as well as family offices and high net worth individuals. The Clients may also compete with companies that partner with and/or receive financing from the U.S. Government. Many of the Clients' competitors are substantially larger and have considerably greater financial, technical, marketing and other resources than the Clients do. In addition, larger and more established competitors may enjoy significant competitive advantages, including enhanced operating efficiencies, more extensive referral networks, greater and more favorable access to investment capital and more desirable lending opportunities. Some competitors may have a lower cost of funds and access to funding sources that may not be available to the Clients, such as funding

from the U.S. Government for which the Clients are not eligible. In addition, some of the Clients' competitors may have higher risk tolerances or different risk assessments, which could allow them to consider a wider variety of possible loan transactions or to offer more favorable financing terms than the Clients would. Merced Capital cannot assure Investors that the competitive pressures the Clients face will not have a material adverse effect on the Clients' business, financial condition and results of operations.

Mortgage Backed Securities. The Clients may invest in mortgage loans or asset-backed securities secured by such loans ("MBS"). The mortgage loans that the Clients acquire and the mortgage loans underlying their MBS investments are subject to risks of delinquency and foreclosure. The ability of a mortgage borrower to repay a loan secured by a residential property typically is dependent upon the income and assets of the borrower, which may be uncertain or subject to change due to a variety of factors that are outside the Clients' control. Most mortgage loans underlying MBS are effectively nonrecourse obligations of the borrower, meaning that there is no recourse against the borrower's assets other than the underlying collateral. In the event of any default under a mortgage loan held directly by the Clients, the Clients will bear a risk of loss of principal to the extent of any deficiency between the value of the collateral (or its ability to realize such value through foreclosure) and the principal and accrued interest of the mortgage loan, which could have a material adverse effect on the Clients. This risk can be magnified when investing in MBS. In the event of the bankruptcy of a mortgage loan borrower, the mortgage loan to such borrower will be deemed to be secured only to the extent of the value of the underlying collateral at the time of bankruptcy (as determined by the bankruptcy court), and the lien securing the mortgage loan will be subject to the avoidance powers of the bankruptcy trustee or debtor-in-possession to the extent the lien is unenforceable under state law. Foreclosure of a mortgage loan can be an expensive and lengthy process, which could have a substantial negative effect on the anticipated return on the foreclosed mortgage loan.

Special Situation Transactions. The Clients may invest and trade in situations that they believe offer opportunity due to some identifiable dislocation, such as lack of market transparency or liquidity. Risks to the Clients in this type of investing and trading include misjudging the nature or magnitude of the factors that have caused this dislocation, the quality of the position's fundamental assets, the scope of the position's liabilities and a Client's ability to exit the position in a timely and profitable fashion.

Hedging Transactions. Clients may hedge their investments, including by investing in derivatives and other financial instruments. The success of the hedging strategy of a Client will be subject to Merced Capital's ability to correctly assess the degree of correlation between the performance of the instruments used in the hedging strategy and the performance of the investments in the portfolio being hedged. In the event of an imperfect correlation between a position in a hedging instrument and the portfolio position that it is intended to hedge, the desired protection may not be obtained and a Client may be exposed to additional risk of loss. Since the characteristics of many securities change as markets change or time passes, the success of a Client's hedging strategy will also be subject to Merced Capital's ability to continually recalculate, readjust and execute hedges in an efficient and timely manner. Certain of the Clients' hedging transactions may be undertaken through brokers, banks or other organizations and the Clients will be subject to risk of default or insolvency of such organizations. In such event, there can be no assurance that any money advanced to such organizations would be repaid or that the Clients would have any recourse in the event of default. While the Clients may enter into hedging transactions to seek to reduce risk, such transactions may result in a poorer overall performance for the Clients than if they had not engaged in any such hedging transactions. For a variety of reasons (e.g., cost and probability of occurrence of risk), Merced Capital may not hedge against particular risks or may not establish a perfect

correlation between such hedging instruments and the portfolio holdings being hedged. An imperfect correlation may prevent a Client from achieving the intended hedge, and failure to hedge or an imperfect hedge may expose a Client to risk of loss.

Interest Rates. Interest rate fluctuations may have a substantial negative impact on the Clients. A reduction in the interest rates on new investments relative to interest rates on current investments could also have an adverse impact on the Clients' net investment income. An increase in interest rates could decrease the value of any investments the Clients hold with interest rate floors above prevailing rates or earning fixed interest rates, and also could increase the Clients' interest expense, thereby decreasing their net income.

Developments in Leveraged Loan and Credit Markets. In recent years, the global economy has been negatively affected by significant disruptions in the credit markets, including the collateralized debt obligation and leveraged finance markets and a general economic downturn and, in certain countries, recession. Significant risks for the Clients and their Investors continue to exist as a result of credit market volatility and uncertain economic conditions. These risks include, among others, (a) the likelihood that the Clients may find it more difficult to sell any of their assets in the secondary market, thus rendering it more difficult to dispose of such assets if and when it desires to sell them, (b) the possibility that the price at which assets can be sold by the Clients will have deteriorated from the cost of such investment to the Clients, (c) the possibility of accelerated prepayments of attractively priced (i.e., the all-in yield), structured or performing Client assets as a result of increased liquidity and competition in the lower middle market private debt asset class driven by economic conditions, relative performance, monetary policy or other governmental action or other factors and (d) the impact of adverse economic conditions on the obligors of the Clients' assets. These risks may affect the returns, if any, to the Investors or the ability of the Clients to return any or all of their Investors' capital contributions.

The market for a number of financial products, including leveraged loans, is volatile. Disruptions in the credit markets may reduce opportunities for the Clients to make investments, and may also heighten refinancing risk in respect of maturing Client assets. Any events that slow, delay or reverse economic recovery or cause a deterioration in loan performance generally may affect the returns, if any, to the Investors or the ability of the Clients to return any or all of their Investors' capital contributions.

Negative macroeconomic conditions may adversely affect the credit rating (if any), performance and the realization value of the Clients' assets. It is possible that the Clients' assets will experience higher default rates and lower recovery rates than anticipated and that performance will be materially worse than expected.

The bankruptcy or insolvency of a major financial institution may have a material adverse effect on the Clients, particularly if such financial institution is the administrative agent of a Client asset or is otherwise the counterparty to a contract with a Client. In addition, the bankruptcy, insolvency or financial distress of one or more additional financial institutions, or one or more sovereigns, could trigger additional disruptions in the global credit markets or the global economy which could have a material adverse effect on the Clients and their assets.

Lower Credit Quality Loans. There are no restrictions on the credit quality of the Clients' loan investments and no ratings or other standardized metrics exist for the evaluation of relative risk in such loans. Loans arranged by the Clients may be deemed to have substantial vulnerability to default in payment of interest and/or principal. Certain of the loans which the Clients may fund have large uncertainties or major risk exposures to adverse conditions and may be considered to be

predominantly speculative. Generally, such loans offer a higher return potential than better quality loans but involve greater volatility of price and greater risk of loss of income and principal. The market values of certain of these loans also tend to be more sensitive to changes in economic conditions than better quality loans.

Counterparty, Settlement and Local Intermediary Risk. From time to time, certain securities markets have experienced operational clearance and settlement problems that have resulted in failed trades. These problems could cause the Clients to miss attractive investment opportunities or result in a Client's liability to third parties by virtue of an inability to perform that Client's contractual obligation to deliver securities. In addition, delays and inefficiencies of the local postal, transport and banking systems could result in the loss of investment opportunities, the loss of funds (including dividends) and exposure to currency fluctuations. To the extent the Clients invest in securities, swaps, "synthetic" or derivatives instruments, repurchase agreements, certain types of options or other customized financial instruments or other over-the-counter transactions, in certain circumstances, the Clients may take a credit risk with regard to parties with whom they trade and may also bear the risk of transfer, clearance or settlement default. Transactions entered into directly between two counterparties may expose the parties to the risk of counterparty defaults. Such risks may be exacerbated with respect to foreign securities or transactions with foreign counterparties. Certain of a Client's transactions may be undertaken through local brokers, banks or other organizations in the countries in which the Client makes investments, and the Client will be subject to the risk of default, insolvency or fraud of such organizations. Finally, the Clients will be dependent upon the general soundness of the banking systems of countries in which investments will be made.

Commodity Futures Contracts. Trading in commodity interests may involve substantial risks. The low margin or premiums normally required in such trading may provide a large amount of leverage, and a relatively small change in the price of a security or contract can produce a disproportionately larger profit or loss. There is no assurance that a liquid secondary market will exist for commodity futures contracts or options purchased or sold and the Clients may be required to maintain a position until exercise or expiration, which could result in losses.

Futures positions may be illiquid because, for example, most U.S. commodity exchanges limit fluctuations in certain futures contract prices during a single day by regulations referred to as "daily price fluctuation limits" or "daily limits." Once the price of a contract for a particular future has increased or decreased by an amount equal to the daily limit, positions in the future can neither be taken nor liquidated unless traders are willing to effect trades at or within the limit. Futures contract prices on various commodities occasionally have moved the daily limit for several consecutive days with little or no trading. Similar occurrences could prevent the Clients from promptly liquidating unfavorable positions and subject the Clients to substantial losses. In addition, the Clients may not be able to execute futures contract trades at favorable prices if trading volume in such contracts is low. It is also possible that an exchange or the CFTC may suspend trading in a particular contract, order immediate liquidation and settlement of a particular contract or order that trading in a particular contract be conducted for liquidation only. In addition, the CFTC and various exchanges impose speculative position limits on the number of positions that may be held in particular commodities. Also, the deposit requirements in the futures market are less onerous than margin requirements in the securities market. Therefore, increased participation by speculators in the futures market also may cause temporary price distortions. Trading in commodity futures contracts and options are highly specialized activities that may entail greater than ordinary investment or trading risks.

Options. The successful use of options may depend on the ability of Merced Capital or its affiliates to forecast interest rate and market movements correctly. For example, if a Client were to write a call option based on its general partner's or Merced Capital's expectation that the price of the underlying security would fall, but the price were to rise instead, the Client would be required to sell the security upon exercise at a price below the current market price. Similarly, if a Client were to write a put option based on its general partner's or Merced Capital's expectation that the price of the underlying security would rise, but the price were to fall instead, the Client would be required to purchase the security upon exercise at a price higher than the current market price.

In addition, when it purchases an option, a Client runs the risk that it will lose its entire investment in the option in a relatively short period of time, unless the Client exercises the option or enters into a closing transaction with respect to the option during the life of the option. If the price of the underlying security does not rise (in the case of a call) or fall (in the case of a put) to an extent sufficient to cover the option premium and transaction costs, the Client will suffer a loss on its investment in the option. This contrasts with an investment by the Client in the underlying security, since the Client will not lose any of its investment in such security if the price does not change. The effective use of options also depends on the Clients' ability to terminate option positions at times when Merced Capital or its affiliates deem it desirable to do so. There is no assurance that the Clients will be able to effect closing transactions at any particular time or at any acceptable price. In the event of the bankruptcy of a broker through which the Clients engage in transactions in options, the Clients could experience delays and/or losses in liquidating open positions purchased or sold through the broker.

Short Selling. Short selling involves selling securities which are not owned and borrowing them for delivery to the purchaser, with an obligation to replace the borrowed securities at a later date. Short selling allows the investor to profit from declines in market prices to the extent such decline exceeds the transaction costs and the costs of borrowing the securities. The extent to which a Client engages in short sales depends upon the Client's investment strategy and opportunities. A short sale creates the risk of a theoretically unlimited loss, in that the price of the underlying security could theoretically increase without limit, thus increasing the cost to a Client of buying those securities to cover the short position. There can be no assurance that the Clients will be able to maintain the ability to borrow securities sold short. In such cases, a Client can be "bought in" (i.e., forced to repurchase securities in the open market to return to the lender). There also can be no assurance that the securities necessary to cover a short position are available for purchase at or near prices quoted in the market. Purchasing securities to close out the short position can itself cause the price of the securities to rise further, thereby exacerbating the loss.

Non-U.S. Investments. Some Clients' portfolios include obligations of obligors domiciled in a variety of non-U.S. jurisdictions, and assets located in non-U.S. jurisdictions. Risks associated with investing in certain non-U.S. jurisdictions may include the following: (i) the unpredictability of international trade patterns; (ii) the possibility of governmental actions adverse to business generally; (iii) the imposition or modification of controls on foreign currency exchange, repatriation of proceeds or non-U.S. investment; (iv) the imposition or increase of withholding or other taxes on income or gains; (v) potential tax filing requirements in such jurisdictions; (vi) the imposition of potentially confiscatory levels of taxation; (vii) price volatility; (viii) the absence of uniform accounting, auditing and financial reporting standards, practices and disclosure requirements; (ix) governmental influence on the national and local economies and (x) fluctuations in currency exchange rates. Each of the foregoing could increase the risk of an investment in the Clients.

The governments of certain of the countries in which the Clients may invest have exercised and continue to exercise substantial influence over many aspects of the private sector. The availability

of investment opportunities for the Clients depends in part on governments continuing to liberalize their policies regarding foreign investment and to further encourage private sector initiatives. In certain jurisdictions, foreign ownership of assets and companies may be restricted, requiring a Client to share the applicable investment with local third-party partners or investors, and there may be significant local land use and permit restrictions, local taxes and other transaction costs which adversely affect the returns sought by the Client.

The securities of some non-U.S. issuers are less liquid and more volatile than securities of comparable U.S. issuers and securities markets in some countries are fragmented, small and less liquid than the securities markets of the United States and certain other developed countries. In addition, the securities markets in the countries in which the Clients may invest have in the past experienced substantial price volatility which could have an adverse impact on the value of the Clients' investments. Periods of economic and political uncertainty may result in further volatility in the value of the Clients' investments. As a result, there may be greater volatility than the volatility that could be expected by investors in comparable securities traded in U.S. securities markets. There can be no assurance that such investments will not be sold at prices below their acquisition costs.

Fluctuations in currency rates may adversely affect the ability of the Clients to successfully acquire non-U.S. assets and may also adversely affect the performance of the Clients' investments in such assets. Because non-U.S. securities or other non-U.S. assets may be purchased with and payable in currencies of countries other than the U.S., the value of these assets measured in U.S. dollars may be affected favorably or unfavorably by changes in currency rates and exchange control regulations. In addition to currency and exchange risks, these investments may be subject to additional risks relating to foreign political and regulatory risks, which may affect the liquidity of such investments. Additional risks include possibilities of instability of the local country's political and economic structures, less predictable means of dispute resolution and enforcement of local rights regarding the investments.

Some countries in which the Clients invest may employ managed exchange rate regimes which, in addition to other policies, may distort the results of, and returns on, the Clients' investments in such countries. Several countries, however, have been unable to sustain their exchange rates and have devalued their currency or shifted to floating exchange rate regimes. It is not possible over the life of the Clients to assess the degree to which individual currencies will be permanently affected, but significant depreciation of any particular currency may adversely impact the Clients' investments in the applicable country and/or the Clients' returns from such investments.

Finally, some countries in which the Clients may invest control, in varying degrees, the repatriation of capital and profits that result from foreign investment. Capital markets, often opaque, continue to be highly regulated and will likely be subject to continuing government restrictions. There can be no assurance that the Clients will be permitted to repatriate capital or profits, if any, from these countries.

Currency Exchange Risk. A portion of the Clients' investments are or may be denominated in various foreign currencies and in other financial instruments, the price of which is determined with reference to such foreign currencies. The Clients, however, value their investments and other assets in U.S. dollars. The value of the Clients' net assets not denominated in U.S. dollars will fluctuate with U.S. dollar exchange rates as well as the price changes of the Clients' investments in the various local markets and currencies. The Clients will incur costs in converting investment proceeds from one currency to another. While the Clients intend to hedge currency exchange risk, they are not obligated to do so, and there can be no assurance as to the success of any hedging operations that the Clients may implement.

Third Party Provider Considerations. In certain situations, a Client may only acquire a minority interest in a project or asset in which it invests, may rely on independent third-party management, joint venture partners or service providers with respect to the operation of a project or asset in which it invests and, therefore, may not be able to exercise control over the management of such project or investment. Although a Client may not have complete control over these investments and, therefore, may have a limited ability to protect its position therein, Merced Capital expects that appropriate rights will be negotiated to protect the Client's interests. Certain risks exist in connection with the engagement of a third-party provider, including the possibility that third-party providers may have financial difficulties, may have economic or business interests or goals which are inconsistent with those of the Client or may be in a position to take action contrary to the Client's investment objectives, each of which may affect the ability of the third-party provider to perform its services successfully and result in a negative impact on the performance of the investment. In addition, the Client may in certain circumstances be liable for the actions of such third-party providers. In instances where a Client invests with a joint venture partner, the Client may not have absolute control over the management of such investment.

Illiquidity of Investments. The Clients' portfolios are likely to consist of a number of securities and other obligations for which no significant market exists or which require a substantial period of time before a significant market develops. The Clients' investments may include public and private senior and senior secured debt, unsecured loans, second lien loans, debtor-in-possession financings, delayed drawdown loans, term and revolving bank loans, commercial mortgage-backed securities and residential mortgage-backed securities. Trading in loans is often subject to delays as transfers may require extensive and customized documentation, the payment of significant fees and the consent of the agent bank or underlying obligor. In addition, the Clients may make investments that are subject to legal or contractual restrictions or requirements that limit the Clients' ability to transfer them or sell them for cash. Other investments may be private, direct investments with no trading market at all. The resulting illiquidity of an investment may make it difficult for the Clients to sell such investments if the need arises. If a Client needs to sell all or a portion of its portfolio over a short period of time, it may realize value significantly less than the value at which it had previously recorded those investments. There can be no assurance that the Clients will be able to generate returns for their Investors or that the returns will be commensurate with the risks of investing in the types of instruments described herein.

Bankruptcy and Insolvency of Borrowers. Borrowers may experience bankruptcy or insolvency. In the event of a Chapter 11 filing by a borrower, the Bankruptcy Code of 1978, as amended (the "Bankruptcy Code"), authorizes the borrower to use a creditor's collateral and to obtain additional credit by grant of a priority lien on its assets, senior even to liens that were first in priority prior to the filing, as long as the borrower provides what the presiding bankruptcy judge considers to be "adequate protection," which may, but need not always, consist of the grant of replacement or additional liens or the making of cash payments to the affected secured creditor. The imposition of priority liens on the Clients' collateral would adversely affect the priority of the liens and claims held by the Clients and could adversely affect the Clients' recovery on the affected loans.

The bankruptcy process has a number of significant inherent risks. Many events in a bankruptcy proceeding are the product of contested matters and adversary proceedings and are beyond the control of the creditors, including the Clients. A bankruptcy filing by a borrower may adversely and permanently affect the borrower. If the proceeding is converted to a liquidation, the value of the borrower may not equal the liquidation value that was believed to exist at the time of the Clients' investment. The duration of a bankruptcy proceeding is also difficult to predict, and a creditor's return on investment can be adversely affected by delays until a plan of reorganization or liquidation ultimately becomes effective. The administrative costs in connection with a bankruptcy

proceeding are frequently high and would be paid out of the borrower's estate prior to any return to creditors. Because the standards for classification of claims under bankruptcy law are vague, the Clients' influence with respect to the class of securities or other obligations it owns may be lost by increases in the number and amount of claims in the same class or by different classification and treatment.

Upon a bankruptcy filing by a borrower, the Bankruptcy Code imposes an automatic stay on payments of its prepetition debt. Non-performing debt obligations may require substantial workout negotiations, restructuring or bankruptcy filings that may entail a substantial reduction in the interest rate, deferral of payments and/or a substantial write-down of the principal of a loan or conversion of some or all of the debt to equity. If a borrower were to file for Chapter 11 reorganization, the Bankruptcy Code authorizes the borrower to restructure the terms of repayment of a class of debt even if the class fails to accept the restructuring, as long as the restructured terms are "fair and equitable" to the class and certain other conditions are met.

The bankruptcy process can involve substantial legal, professional and administrative costs, be subject to unpredictable and lengthy delays and negatively impact the underlying collateral and a Client's return on that particular investment. The debt of entities in bankruptcy will in most cases not pay current interest, may not accrue interest during bankruptcy and their assets may suffer an erosion of value. Such investments can result in a total loss of principal. During the bankruptcy process, the creditors may not take adverse actions towards the bankrupt entity or any of its assets without court approval. In the early stages of the bankruptcy process, it is often difficult to estimate the extent of, or even to identify, any contingent claims that might be made. In addition, certain claims that have priority by law (for example, claims for taxes) may be substantial, eroding the value of any recovery by holders of other securities of the bankrupt entity.

In the event of any default under a secured loan held by a Client, the Client may find it necessary or desirable to foreclose on such loans. The foreclosure process is often lengthy and expensive. Borrowers may resist foreclosure actions by asserting numerous claims, counterclaims and defenses against the Client, including, without limitation, numerous lender liability claims and defenses, even when such assertions have no basis in fact, in an effort to prolong the foreclosure action and force the lender into a modification of the loan or a favorable buy-out of the borrower's position. In some states, foreclosure actions can sometimes take several years or more to litigate. At any time prior to or during the foreclosure proceedings, the borrower may file for bankruptcy, which would have the effect of staying the foreclosure actions and further delaying the foreclosure process. The expense and delay associated with foreclosure of a loan could have a substantial negative effect on the amount recovered.

Any secured debt is secured only to the extent of its lien and only to the extent of underlying assets or incremental proceeds on already secured assets. Moreover, underlying assets are subject to credit, liquidity and interest rate risk. Although the amount and characteristics of the underlying assets selected as collateral may allow a Client to withstand certain assumed deficiencies in payments occasioned by the borrower's default, if any deficiencies exceed such assumed levels or if underlying assets are sold, it is possible that the proceeds of such sale or disposition will not be equal to the amount of principal and interest owing to a Client with respect to its investment. Any costs or delays involved in the effectuation of a foreclosure of the loan or a liquidation of the collateral will further reduce the proceeds and thus increase the loss.

Secured loans are also subject to other risks, including (i) the possible invalidation of a debt or lien as a "fraudulent conveyance," (ii) the possible invalidation as a "preference" of liens perfected or recovery by a bankrupt borrower of debt payments made in the ninety days before a bankruptcy

filing, (iii) equitable subordination claims by other creditors, (iv) so-called “lender liability” claims by the borrower and (v) environmental liabilities that may arise with respect to collateral securing the obligations. Recent decisions in bankruptcy cases have held that a secondary loan market participant can be denied a recovery from the debtor in a bankruptcy if a prior holder of the loans either received and does not return a preference or fraudulent conveyance or engaged in conduct that would qualify for equitable subordination.

Monetary Policy and Governmental Intervention. As part of the response to the recent global financial crisis, the U.S. Federal Reserve (the “Federal Reserve”) and global central banks, including the European Central Bank, have, in addition to other governmental actions to stabilize markets and seek to encourage economic growth, acted to hold interest rates to historic lows. It cannot be predicted with certainty when, or how, these policies will change, but actions by the Federal Reserve and other central bankers may have a significant effect on interest rates and on the U.S. and world economies generally, which in turn may affect the performance of the Clients’ investments. Further financial crises may result in additional governmental intervention in the markets. In addition, the consequences of the extensive changes to the regulation of various markets and market participants contemplated by the legislation and increased regulation arising out of the financial crisis are difficult to predict or measure with certainty.

Overall Risks. Although the senior management and investment professionals of Merced Capital have experience investing in private debt, distressed securities and other markets, no assurances are provided that the Clients’ investment strategies or their execution will be successful or that the investment objectives of the Clients will be realized. Furthermore, there are no guarantees that any benefits or advantages to Investors suggested in materials provided to Investors will be available or accomplished or that any historical successes of any entity or person identified herein will be repeated with respect to the Clients or will confer any benefits on the Clients or their Investors.

Dependence on the General Partners. The Client general partners make all decisions with respect to the Clients’ assets and the general management of the Clients and delegate these responsibilities to Merced Capital. Investors have no right or power to take part in the management of the Clients or in the management of the Client general partners. As a result, the success of a Client depends largely on the abilities of its general partner and Merced Capital. Each general partner and its respective members, partners, agents and employees have responsibilities to other investment partnerships and accounts and may undertake additional responsibilities to new investment partnerships or accounts in the future. Should these individuals cease to participate in the management of a Client general partner or Merced Capital for any reason, the general partner’s ability to manage that Client, and the investment results of that Client, may be substantially adversely affected. Notwithstanding each general partner’s fiduciary responsibility to the Investors in a Client, the general partner has personal liability to the Investors for the return of any capital contributions.

No Right to Control Client Operations. Investors have no right or power to take part in the management of the Clients or any of their investments and will not receive detailed financial information, which is available to the Client general partner and Merced Capital. In order to preserve their limited liability status in the Clients and limit their personal exposure from the liabilities and obligations of the Clients, Investors must rely entirely on the Client general partner and Merced Capital to conduct and manage the affairs of the Clients. Accordingly, no person should purchase an interest in the Clients unless such person is willing to entrust all aspects of the management of the Clients to Merced Capital and its affiliates.

Lack of Diversification. The Client general partners are under no obligation to diversify a Client's investments, whether by reference to the amount invested or the industries or geographical areas in which portfolio companies operate. A Client may invest in a limited number of investments, and as a consequence the aggregate returns realized by the Investors may be adversely affected by the unfavorable performance of one or a small number of such investments. If a general partner elects to concentrate a Client's investments in a particular industry, issuer or geographic region, the Client's portfolio will then become more susceptible to fluctuations in value resulting from adverse economic conditions affecting that particular industry, issuer or geographic region.

Leverage. Although the Funds do not currently expect to use leverage at the Fund level, they have the ability to borrow on a short-term basis to meet liquidity needs. To the extent that a Client uses leverage, a decrease in the value of the assets of the Client will tend to have a greater adverse impact on the Client's Investors than if leverage were not used.

Assessment of Value May Not Be Accurate. Each Client's success depends in large part on the ability of Merced Capital or its affiliates to accurately assess the fundamental value of the Client's assets. An accurate assessment of fundamental value will depend on a complex analysis of a number of legal, financial, microeconomic, macroeconomic and other factors. No assurance can be given that the general partner will accurately assess the nature and magnitude of the many factors having a bearing on the value of the Client's assets. Further, no assurance can be given that all of the relevant factors or that all of the pertinent information will be considered by or be available to those parties in formulating any particular investment or trading decision. Their failure to consider any of those factors or to accurately assess the nature and magnitude of the relevant factors or pertinent information may cause the Client to miss significant profit opportunities or to incur substantial losses. The Client general partners are not required to have such valuations independently determined or verified.

Competition for Suitable Investments. Identifying, completing and realizing attractive distressed investments in general is very competitive and involves a high degree of uncertainty. The availability of investment opportunities generally will be subject to market conditions beyond the control of the Clients. The Clients are likely to encounter competition from other similarly focused funds formed before or after the establishment of the Clients. Some of these competitors are likely to have more relevant experience in certain circumstances, greater financial resources and/or more personnel than the Clients, Merced Capital, or their respective affiliates. Potential competitors also include other investment partnerships and corporations, business development companies and other financial investors investing directly or through affiliates. It is possible that competition for appropriate investment opportunities may increase, which could negatively impact the Clients' ability to consummate investments and adversely affect the terms upon which investments can be made. There can be no assurance that a Client's general partner will be able to locate and consummate investments that satisfy a Client's return objectives or realize their values or that it will be able to fully invest the Client's available capital.

Restrictions on Transfer and Investor Liquidity. Interests in the Clients are issued in reliance upon certain exemptions from registration or qualification under applicable Federal and State securities laws and, therefore, will be subject to certain restrictions on transferability. There is no public or other market for interests in the Clients and none is expected ever to develop. An Investor's interest in a Client cannot be assigned, transferred or encumbered (e.g., as security for a loan) without the consent of the Client's general partner. Accordingly, an Investor's interest in a Client constitutes an illiquid investment and should only be purchased by persons that are able to bear the risk of their investment in that Client for an indefinite time.

Substantial Charges to Partnership. The Clients are obligated to pay a management fee and various other expenses and fees regardless of whether the Clients achieve any profits. Furthermore, because of the nature of the Clients' investment and trading methods and techniques, its expenses (e.g., for brokerage commissions and other transaction costs) may be higher than those of other investment entities. Brokerage commissions are inherent to the Clients' investment activities and must be borne by the Clients before there are any trading profits.

Lack of Additional Funds. Following its initial investment in a project, a Client may have the opportunity or necessity to make a follow-on investment. There is no assurance that the Client will make follow-on investments or that the Client will have sufficient resources to make such follow-on investments. Any decision not to make follow-on investments or a Client's inability to make them may have a substantial negative impact on a project in need of such an investment. Further, in the event that cash flow from the investment is utilized to make such follow-on investment, distributable cash flow to Investors would be reduced.

Effect of Performance Based Compensation. The existence of performance based compensation may create an incentive for a Client's general partner to make riskier or more speculative investments than it would otherwise make in the absence of such an arrangement.

A Client's general partner is entitled to receive Incentive Fees based on the increase in the value of its Investors' capital accounts. The Incentive Fee may, therefore, create an incentive for Merced Capital to cause a Client to make investments that are riskier or more speculative than would be the case if such compensation were not paid. In addition, because such compensation is calculated on a basis that includes unrealized appreciation of the Client's assets, such compensation may be greater than if it were based solely on realized gains. Beginning in 2018, gain allocated with respect to the incentive allocation that is attributable to the sale or disposition of a capital asset will be recharacterized as short-term capital gain to the extent the capital asset giving rise to the gain has been held for three years or less. Short term capital gain is taxed at the higher ordinary income tax rates. As a result of this new three-year holding period, the interests of Merced Capital and the Investors may not always be aligned with respect to the timing of the disposition of an investment, which timing could have an impact on investment performance.

Long Term Investment. Although certain investments by a Client may generate current income, the return of capital and the realization of gains, if any, will generally occur only upon the partial or complete disposition of such investments by the Client or, with particular respect to some Clients, upon the withdrawal by an Investor of its capital account. While an investment may be sold by a Client at any time, it is not generally expected that this will occur for a number of years after an initial investment has been made.

Commitments May Not Be Called. Capital commitments generally will be drawn down in the discretion of the Client's general partner, generally with prior written notice. No assurance can be given that a Client will be able to fully invest its committed capital.

Capital Call Defaults; Exclusion from Investments. If an Investor fails to make a capital contribution when due and the contributions, if any, made by non-defaulting Investors are inadequate to cover the defaulted capital contribution, the Client may be unable to pay its obligations when due. As a result, the Client may be subjected to significant penalties that could materially adversely affect the returns to the non-defaulting Investors, and the Client may be unable to complete investments.

An Investor may be excluded from participating in any investment if a Client's general partner determines in its sole discretion that such participation might otherwise have certain materially adverse effects on an investment, the Client, the Client's general partner, or any of their respective affiliates, including if such participation would be likely to result in violations of law or the imposition of a material regulatory, compliance, legal, tax or other similar burden. If an Investor is excluded from participating in an investment it will not participate in the acquisition of the investment or in any income, gain, loss, deduction, credit or distribution with respect thereto. In the event that one or more Investors are excluded from participating in an investment, the Investors who are not excluded, all things being equal, may have a percentage ownership interest in certain investments that is greater than their percentage ownership interest in other investments, and their percentage interest in a Client as a whole may be greater than the percentage interest of the excluded Investors in the Client as a whole.

If an Investor fails to pay in full any requested capital contributions, the Client's general partner may take certain actions, which may result in liquidation of the Client's investments or a sale of such Investor's interest in the Client. Additionally, the Client's general partner will have the authority to pursue any available legal or equitable remedies, with the expenses of collection of the unpaid amount, including attorneys' fees, to be paid by such defaulting Investor. The Client's general partner is granted additional powers to deal with defaulting Investors in the Client's Governing Documents.

Recycling; Reinvestment. During a Client's commitment period and, under certain circumstances, throughout the term of the Client, the Client's general partner has the right to recall proceeds distributed by the Client constituting a return of capital. In addition, during a Client's commitment period, proceeds from realized investments constituting a return of capital may be redeployed or recycled in new investments by the Client. To the extent such recalled or recycled amounts are reinvested, an Investor will remain subject to investment and other risks associated with such investments.

Access to Information Will be Limited. An Investor's rights to information from the Client will be specified, and limited, in the Client's Governing Documents. In particular, Merced Capital and its affiliates obtain certain types of material information from or about portfolio investments that will not be disclosed to the Investors. Decisions by Merced Capital or its affiliate to withhold information may have adverse consequences for the Investors in a variety of circumstances.

Litigation Potential and Indemnification and Exculpation of General Partners. The very nature of a Fund's assets may expose it to the risk of litigation and associated legal costs. For instance, Merced Capital may find it necessary to litigate in order to protect the priority or security of an asset in the course or as a result of a restructuring or bankruptcy. The risk of litigation is somewhat greater where the Fund exercises control or significant influence over a company's direction. The expense of defending against claims by third parties and paying any amounts pursuant to settlements or judgments would, absent fraud, willful misconduct or gross negligence by a Client's general partner, be borne by the Client and would reduce the net assets or could require the Investors to return to the Client distributed capital and earnings. Merced Capital and others are indemnified in connection with such litigation, subject to certain conditions.

Repayment of Certain Distributions. If a Client is unable otherwise to meet its obligations, the Client's Investors may be required to repay to the Client, or to pay to creditors of the Client, distributions previously received by the Investors pursuant to the law of the State of Delaware or the terms of the Client's Governing Documents. In addition, Investors may be required to pay to the Client amounts that are required to be withheld by the Client for tax purposes.

Voluntary Withdrawals. Voluntary withdrawals of Investor interests are not permitted, except in limited instances set forth in the Client's Governing Documents. As a result, Investors may not be able to liquidate their investments prior to the end of a Client's term and completion of the winding up of the Partnership, or, with respect to Merced, at the time set forth in its partnership agreement. A withdrawn Investor may not be entitled to immediate payment for its interest in a Client. Any withdrawal of an Investor would likely reduce the amount of capital available for investment or other activities.

Compulsory Withdrawal. An Investor may be forced to withdraw from the Client in whole or in part at any time under certain circumstances, including if the Client's general partner reasonably believes that such Investor's participation would put the Client or the other Investors at a material tax, legal, regulatory or pecuniary disadvantage or for any other reason described in the Client's Governing Documents. Withdrawal payments are subject to allocation of expenses, carried interest and reserves and may result in such Investor not realizing the value of its interest in the Client had it not been forced to withdraw.

In-Kind Distributions. Although the Clients expect to distribute cash to the Investors, there can be no assurance that this expectation will be met. If permitted by law and in such circumstances as a Client's general partner deems appropriate, an Investor may receive in-kind distributions of portfolio investments, which investments may be highly illiquid and may be required to be held for an indefinite period of time, during which depreciation in value may occur. In the event of any distributions in-kind, the assets to be distributed will be valued pursuant to the valuation procedures described in the Client's Governing Documents.

Side Letters. A Client and its general partner may from time to time, without the approval of any Investor, enter into side letters or similar written agreements with one or more Investors whereby, in consideration for agreeing to invest certain amounts in the Client and other consideration deemed appropriate to the Client (such as regulatory or tax considerations), such Investors may be granted economic, information and other rights related to their investment in the Client that may be more favorable than those granted to the Investors generally under the Client's Governing Documents. Such agreements will have the effect of establishing rights under, or altering or supplementing the terms of, the Client's Governing Documents but only with respect to those Investors that are parties to such side letters.

Uncertain Time Frame for Winding Up Affairs. At the end of a Fund's term, the winding up of its affairs will commence. In connection with the dissolution and winding up of a Client, its general partner (or other relevant liquidator) has the authority to sell, exchange or otherwise dispose of the assets of the Client in such reasonable manner as the general partner (or other relevant liquidator) determines to be in the best interest of the Client. Even upon the end of a Fund's term, the Fund and associated Clients will likely continue to hold investments that cannot be advantageously disposed of promptly during the winding up period, and there can be no assurances with respect to the period in which the assets of the Client will be disposed of following commencement of the winding up of the Client.

Tax Legislation May Adversely Affect the Firm's Employees and Other Service Providers. The U.S. Congress has recently passed legislation that could treat carried interest as ordinary income for U.S. federal income tax purposes under certain circumstances. Enactment of such legislation could adversely affect employees or other individuals performing services for the Clients who hold direct or indirect interests in the general partners and benefit from carried interest, which could make it more difficult for Merced Capital to incentivize, attract and retain individuals to perform services for the Clients.

Item 9 **Disciplinary Information**

Except as described below, there are no legal or disciplinary events involving Merced Capital or its employees that are related to Merced Capital's business or the Clients. From time to time the Clients and Merced Capital are parties to litigation involving investments by the Client. There is currently no material litigation involving Merced Capital or the Clients.

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

Neither Merced Capital nor any of its affiliates is registered under any financial regulatory authority outside the United States. None of Merced Capital's employees is a registered broker or affiliated with any such securities broker or dealer. Merced Capital's sole business is management of private investment funds.

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

Merced Capital has adopted a Code of Ethics pursuant to SEC Rule 204A-1. Upon request, Merced Capital will provide the Code of Ethics to any Investor (or prospective Investor) in any Client managed by Merced Capital. The Code of Ethics requires that Merced Capital employees disclose information regarding their personal securities accounts, and that they refrain from trading in securities about which they possess material, non-public information.

Merced Capital employees are not permitted to invest in equity securities in which the Clients invest.

Item 12 **Brokerage Practices**

Merced Capital maintains relationships with a large number of executing brokers. Merced Capital considers a variety of factors in selecting executing brokers, including ability to locate inventory, speed and reliability of execution, cost, and asset type. Executing brokers do not have access to or custody of assets of the Clients. Each of the Funds maintains a custodial account with a large, super-regional national bank with an office in Minneapolis, and each Fund maintains bank accounts with another super-regional national bank.

Merced Capital does not receive so-called "soft dollar" benefits from any broker, other than various forms of research received from time to time, including brokers' own research reports on companies, industries and the economy as well as research prepared by third parties and made available to Merced Capital by brokers that execute Client transactions. The research provided by executing brokers benefits Merced Capital in the sense that it does not have to produce or pay for the research itself, which creates an incentive for Merced Capital to select a broker based on this benefit rather than on Merced Capital's obligation to seek best execution on behalf of the Clients. However, Merced Capital does not "pay up" for such research and the receipt of any such research is not a material factor in the selection of brokers to execute Client transactions.

Merced Capital monitors the Clients' bank and custodial accounts on a daily basis and reconciles cash and securities on a daily basis. Merced Capital also monitors the safety and soundness of its bank and custodian and takes appropriate action to assure that cash balances are invested in a secure manner.

Certain of the Funds maintain accounts with prime brokers, but their activity in those accounts is not material in relation to the overall activities of the Clients. The Clients may enter into additional

prime brokerage arrangements if Merced Capital determines that it would be beneficial to the Clients.

From time to time, Merced Capital may aggregate Client orders for the purchase and sale of securities. See *Item 4 – Advisory Business – Allocation, Aggregation and Brokerage* for more information.

Item 13 Review of Accounts

Merced Capital monitors Client investments on a daily, weekly, monthly or quarterly basis, depending on the nature of the investment. Quoted securities are tracked and monitored daily. Less liquid, longer-term investments (such as equipment, real estate or operating companies) are monitored weekly or monthly, unless there is a change or potential disposition pending.

Investors in certain Funds receive a monthly statement showing the Investor's capital account and gain or loss for the year to date. Investors in other Client receive quarterly statements. Each of the Clients is audited following the close of each calendar year. Ernst & Young LLP has been the auditor of all Clients since Merced Capital was founded. Audited financial statements are provided to all Investors in March of each year.

Item 14 Client Referrals and Other Compensation

Merced Capital does not pay any third party for client referrals and has never retained a placement agent or other type of capital raising firm.

Item 15 Custody

The Clients receive monthly statements from their banks and custodians. Merced Capital provides monthly or quarterly statements to Investors in the Clients depending on the requirements in a Client's Governing Documents. Cash balances and positions held by custodians are monitored and reconciled daily.

Merced Capital urges Clients and Investors to review the custodian's monthly statements carefully and compare them to the statements received from the Firm.

Item 16 Investment Discretion

As noted above, the Governing Documents for the Clients give Merced Capital and its affiliates broad discretion to make investment decisions on behalf of the Clients. No Investor has any authority to direct or manage the investment of the Client's assets.

Item 17 Voting Client Securities

As adviser to the Clients, Merced Capital is responsible for voting all proxies and bankruptcy claims with respect to investments held by the Clients. Merced Capital votes proxies in the best interests of each particular Client, which may result in different voting results for proxies for the same issuer. Merced Capital believes that voting proxies in accordance with the following guidelines is in the best interests of its Clients:

- Generally, Merced Capital votes in favor of routine corporate housekeeping proposals, including election of directors (where no corporate governance issues are implicated), selection of auditors, and increases in or reclassification of common stock.

- Generally, Merced Capital votes against proposals that make it more difficult to replace members of the issuer's board of directors, including proposals to stagger the board, cause management to be overrepresented on the board, introduce cumulative voting, introduce unequal voting rights, and create supermajority voting.

For other proposals, Merced Capital determines whether a proposal is in the best interests of its clients and may take into account the following factors, among others:

- whether the proposal was recommended by management and Merced Capital's opinion of management;
- whether the proposal acts to entrench existing management; and
- whether the proposal fairly compensates management for past and future performance.

Merced Capital maintains a record of all votes. Current and prospective Clients and Investors can obtain a copy of Merced Capital's proxy voting policies and procedures, including proxy voting record (if applicable), upon request by contacting the Firm at (952) 476-7200.

Item 18 Financial Information

Merced Capital does not solicit the prepayment of fees from clients six months or more in advance. The Firm is not aware of any financial condition that is reasonably likely to impair Merced Capital's ability to meet its contractual commitments to the Clients.

Merced Capital has never been the subject of a bankruptcy petition.