

Item 1 Cover Page

PART 2A OF FORM ADV: FIRM BROCHURE

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This brochure provides information about the qualifications and business practices of Atalaya Capital Management LP (herein referred to as “ACM” or “Firm” or “Atalaya”). If you have any questions about the contents of this brochure, please contact us at (212) 201-1910. The information in this brochure has not been approved or verified by the United States Securities and Exchange Commission (the “SEC”) or by any state securities authority.

From time to time in this and other documents, Atalaya may refer to itself as a “registered investment adviser” by virtue of its registration with the SEC. This title does not imply any level of training or skill, or any endorsement by (or on behalf of) the SEC or any state securities authority.

Additional information about Atalaya is also available on the SEC’s website at www.adviserinfo.sec.gov.

Item 2 Material Changes

Atalaya recently updated its Form ADV Part 2A (Brochure) in July 2023. As part of this annual update, we have revised our disclosures to remove references to Atalaya Capital Telos LLC (“ACT”), which managed certain collateral management agreements relating to collateralized debt obligations (“Telos CLOs”). ACT, a relying adviser of ACM, was originally created as part of the acquisition of Telos Asset Management LLC in April of 2019 from Telos Asset Management LLC, a subsidiary of Tiptree Inc. (NASDAQ: TIPT). The Telos CLOs were sold in November of 2023 and as such, ACT is not responsible for the management of the Telos CLOs and will no longer act as a relying adviser of ACM. We encourage all recipients of this Brochure to read it carefully in its entirety.

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Item 4 Advisory Business

Introduction

ACM, a Delaware limited partnership founded in 2006, is an SEC-registered investment adviser located in New York, New York. The principal owner of ACM is Ivan Q. Zinn. Mr. Zinn also serves as the Firm's Chief Investment Officer.

The Firm provides investment advisory services to certain pooled investment vehicles and "funds of one" (the "Atalaya Funds"), separately managed accounts (the "Atalaya Managed Accounts") and may provide investment advisory services to co-investment vehicles to the Atalaya Funds ("Atalaya Co-Investments" and, collectively with the Atalaya Funds and the Atalaya Managed Accounts (as discussed below), the "Atalaya Clients" or the "Clients").

In July 2017, ACM sold a minority stake in the Firm to Dyal Capital Partners, at the time a division of Neuberger Berman Group ("Dyal") that acquires passive, minority equity interests in alternative asset management businesses. The interests in ACM held by Dyal are permanent capital interests that, from time to time, require Dyal to make additional capital investments. Dyal does not participate in ACM's day-to-day operations or have any involvement in ACM's investment decision-making.

Throughout the existence of its investment advisory business, Atalaya has focused primarily on investing in credit opportunities and special situations, including, without limitation, secondary loan acquisitions and primary loan originations. Affiliates of Atalaya generally serve as the general partner or managing member, as applicable (individually, a "General Partner" and, collectively, the "General Partners") as well as collateral manager or collateral servicer to the Atalaya Funds. Any investment advisory activities of the General Partners are subject to the Investment Advisers Act of 1940, as amended (the "Advisers Act") and the rules thereunder, and Atalaya and the General Partners are subject to examination by the SEC. The General Partners and all of their employees and persons acting on their behalf are subject to the Firm's supervision and control with respect to any investment advisory activities. In March 2021, Atalaya closed its first Atalaya Special Purpose Investment Fund, with outside capital, which focuses on SPAC investing. SPAC investing is generally investing in public securities but may also include various Sponsor Investing and PIPEs). Neither ACM nor any Atalaya Fund, even when involved in Sponsor Investing or PIPEs, is responsible for any governance of the SPAC, although there may be economic consequences for failing to vote in favor of a business combination proposed by the SPACs management team. (see Item 8 for defined terms and further risks related to Atalaya's SPAC investment strategy).

Atalaya Clients

Atalaya provides discretionary investment advisory services to the Atalaya Funds. Atalaya has discretion to invest and trade the Atalaya Funds' assets pursuant to its investment or collateral management agreement with, and the governing documents of, each Atalaya Fund. Any applicable limitations or restrictions on Atalaya's investment discretion (if any) are set forth in the governing documents of the

applicable Atalaya Fund. Atalaya typically seeks to generate attractive risk-adjusted returns by acquiring and/or originating a relatively diversified portfolio of opportunistic credit and special situations investments. Atalaya's primary (but not exclusive) investment focus is on the opportunistic purchase of loans in the secondary market from distressed or otherwise motivated sellers, as well as the origination of credit to small and mid-sized companies and/or credit secured by real estate, consumer finance, commercial finance or specialty finance related assets; provided that Atalaya may alter its investment focus in response to changing market conditions or other applicable factors. Notwithstanding the foregoing, with respect to certain Atalaya Funds that are "funds of one", Atalaya may have non-discretionary authority with respect to such Atalaya Funds, with investment recommendations being subject to the consent or approval of the relevant investor.

Atalaya generally manages each Atalaya Fund pursuant to the objectives specified in the materials (generally including, a private placement memorandum and applicable governing documents, made available to prospective investors) by which each Atalaya Fund offers its ownership interests to investors and pursuant to the restrictions or limitations (if any) set forth therein. The Atalaya Funds' investors generally do not have the right to restrict or influence the Atalaya Funds' investment objectives or any investment or trading decisions. Atalaya may tailor the advisory services it provides to certain Atalaya Funds to the extent that certain investments cannot be held by certain Atalaya Funds for legal, regulatory and/or tax reasons and pursuant to its general portfolio management discretion, with respect to the investment activity of the Atalaya Funds.

Atalaya Co-Investments (if any) are generally special purpose vehicles and/or "funds of one" created for the Firm and one or more Atalaya Fund investors (and/or third parties) to invest directly in a company or credit-related transaction or other special situations investment. Occasionally, Atalaya Co-Investments or Atalaya Managed Accounts are used to invest in a company or credit-related transaction or other special situations investment that Atalaya has recommended to another Client. This generally occurs only when an applicable Client (typically, an Atalaya Fund) that invested in the company or credit-related transaction or other special situations investment reaches its "threshold limit" regarding the amount of that investment such Client can (or should, as determined by Atalaya) hold in its portfolio. For purposes of ensuring a diversified portfolio, each Atalaya Fund typically has a limit on the percentage of capital that may be invested in a single investment or issuer, and Atalaya may separately determine that a lower threshold is appropriate, pursuant to its discretionary investment authority. Atalaya Co-Investments (if any) and/or Atalaya Managed Accounts may also be applicable with respect to prospective investments that do not meet the investment objectives of any Atalaya Fund then open for new investment activity.

With respect to co-investment opportunities or other types of investment opportunities, Atalaya will be acting as an investment adviser to a co-investor or third party only if Atalaya and the co-investor or third party explicitly agree to such a relationship in writing. While Atalaya occasionally receives compensation in connection with providing investment structuring, investment underwriting, or other related services, or in connection with making one or more potential third parties aware of an investment or co-investment

opportunity, in the absence of a written agreement to create an advisory relationship and to provide advisory services to a current or prospective co-investor or third party, Atalaya will be presumed not to be acting as an investment adviser in such instances. Unless explicitly agreed by Atalaya in writing, current and prospective participants in co-investments and third parties with respect to other investment opportunities are responsible for independently evaluating all such investment opportunities.

Atalaya generally has discretionary authority to make all trading and investment decisions for any Atalaya Co-Investments, subject to any investment restrictions or limitations that an investor in an Atalaya Co-Investment may negotiate with Atalaya (which may limit Atalaya's ability to make any other or separate investments). With respect to the Atalaya Managed Accounts, either (i) Atalaya may have discretionary authority to make all trading and investment decisions for the Atalaya Managed Accounts, subject to any investment restrictions or limitations that an investor in an Atalaya Co-Investment may negotiate with Atalaya, or (ii) Atalaya may have non-discretionary authority with respect to such Atalaya Managed Accounts, with investment recommendations being subject to the consent or approval of the managed account-holder(s). As a general matter, Atalaya Clients may be permitted to impose reasonable restrictions on investing in certain securities or transactions or types of securities or transactions in an Atalaya Co-Investment or Atalaya Managed Account.

As of December 31, 2023, the Atalaya Clients had regulatory assets under management of approximately \$9,338,563,411, of which Atalaya had discretion over approximately \$9,111,483,439 of such assets, with the remaining approximately \$227,079,972 of such assets being non-discretionary.

Item 5 Fees and Compensation

Atalaya Clients

Interests in Atalaya Clients, including Atalaya Managed Accounts, are typically offered only to “qualified purchasers” as defined in the Investment Company Act of 1940, as amended (the “Investment Company Act”), and therefore the Firm is not required to include a fee schedule in this brochure. Please contact the Firm’s Chief Compliance Officer, Sabina Haq, at shaq@atalayacap.com for more information, including the Firm’s fee schedule. Ms. Haq reports to and is supervised by Drew Phillips, Atalaya’s Chief Operating Officer.

Atalaya Funds, Atalaya Managed Accounts and Atalaya Co-Investment Assets

The Firm generally deducts management fees (the “Management Fee”) directly from each Atalaya Fund, Atalaya Managed Account and Atalaya Co-Investment assets on a quarterly basis in arrears. The Firm also may be entitled to a performance fee (the “Carried Interest Distribution”), typically based on the relevant Atalaya Clients’ aggregate unrealized or net realized gains (inclusive of net interest income) from investments (“Gains”), to the extent such Gains exceed a certain performance benchmark or hurdle. Generally, the Carried Interest Distribution is received by the Firm through the applicable General Partner. Carried Interest Distributions, if applicable, are deducted directly from Atalaya Clients’ assets, generally as investments realize gains and not on a pre-determined schedule. The Carried Interest Distribution is generally subject to a clawback provision in the event of the dissolution of an Atalaya Client if certain applicable conditions are met.

Atalaya is also generally entitled to tax distributions from the Atalaya Clients related to the Carried Interest Distributions.

The Management Fee and Carried Interest Distribution for Atalaya Funds are non-negotiable; however, the Firm’s agreement with each Atalaya Fund gives the General Partners the authority to vary these fees for particular investors. By virtue of their structure, the Management Fee and Carried Interest Distribution for Atalaya Co-Investments and Atalaya Managed Accounts are negotiable.

The Atalaya Funds, Atalaya Managed Accounts and any Atalaya Co-Investments generally bear their own organizational, initial offering and operating expenses. Such operating expenses typically include, but are not limited to, investment expenses (e.g., brokerage commissions, acquisition fees, finder fees, structuring or advisory fees, expenses relating to short sales, clearing and settlement charges, loan servicing fees, asset management fees, custodial fees, trustee fees, initial and variation margin expenses, interest expenses and other amounts, fees and expenses related to leverage or financing and expenses related to proposed investments that were not consummated), professional fees (including, without limitation, expenses of consultants and experts’ fees relating to particular investments and retainer fees for sourcing services), travel and other expenses related to investments, entity formation and management expenses, domestic and foreign entity-level taxes (including, without limitation, the New

York City unincorporated business tax, if applicable), legal expenses, fees of the administrator, custodian and/or trustee fees, internal (excluding costs of personnel) and external accounting expenses, compliance-related expenses (including, without limitation, in connection with any of Atalaya's filing or reporting requirements with respect to the Atalaya Clients, including, without limitation, Form PF), loan monitoring and other portfolio tracking software, audit and tax preparation expenses, appraisal and valuation fees, premiums for directors' and officers', errors and omissions and lender liability insurance and fidelity bond(s), the costs and expenses incurred in connection with indebtedness of the Atalaya Clients (and their respective subsidiaries), including, without limitation, interest expense and other fees and charges associated therewith, the costs of establishing such other indebtedness, the costs of monitoring compliance therewith (including, without limitation, the costs of purchasing, licensing or developing any computer software used for such purposes), expenses relating to the offer and sale of interests in the Atalaya Clients, including travel, printing and mailing fees, the Management Fees (as defined above), the Additional Fees (as defined below), extraordinary expenses (including, without limitation, in respect of litigation) and for certain Atalaya Clients, the costs and expenses of establishing the General Partners. To the extent that the Firm bears any of the above expenses, the Atalaya Clients will reimburse the Firm directly. The governing documents of certain Atalaya Clients may contain expense provisions that vary from the items set forth above and these are negotiated on a case-by-case basis.

Additionally, the following expenses, not explicitly covered in the previous paragraph, are also borne by the Atalaya Clients: subscription fees; data and research costs; cybersecurity monitoring expenses; entertainment costs associated with the consideration, evaluation, restructuring, or closing of an investment; third-party fees; depositary costs and expenses; record storage and destruction charges; information technology expenses related to investments or potential investments, including any artificial intelligence-powered language models; market data or real-time market monitoring costs; regulatory, order, portfolio, and risk management fees; anti-money laundering compliance expenses of the partnership; costs associated with the Foreign Account Tax Compliance Act and the Alternative Investment Fund Manager Directive; advisory committee expenses of the limited partnership; winding up and liquidation costs of the partnership; annual registration fees and registered office expenses; hedging positions-related costs; expenses associated with third-party examinations or audits; broken deal expenses; placement fees; and the costs and related expenses of ongoing use of processes, technology, or systemic improvements once developed. These expenses are subject to the same conditions regarding reimbursement by Atalaya Clients and are negotiated on a case-by-case basis, as per the governing documents.

Certain expenses may be shared among multiple relevant Atalaya Clients and/or among relevant Atalaya Clients and Atalaya. In such instances, Atalaya will endeavor to allocate the expenses in a manner that is fair and equitable to all relevant Atalaya Clients. Shared expenses incurred in connection with specific investment opportunities generally will be allocated on a pro rata basis (although in certain instances, certain Atalaya Clients may not be required to fund their pro rata shares) based on (i) each relevant

Atalaya Client's ownership of such investment, for investments that have been consummated; or (ii) the respective committed capital of each applicable Atalaya Client that is eligible to participate (and would have participated, pursuant to Atalaya's investment allocation policy) in the investment opportunity in question, for investments that have not been consummated. Operating expenses and investment-related expenses that are not related to specific investment opportunities generally will be allocated on a pro rata basis based on the most recent quarter-end net asset value or committed capital of each relevant Atalaya Client, as appropriate, although there are other expense allocation methods used, from time to time, that the Firm may deem fairer and more equitable to relevant Atalaya Clients. To the extent a portion of a shared expense is attributable to one or more Atalaya Clients to whom Atalaya is not permitted to charge such expense, the Firm will bear the portion of the expense attributable to such Atalaya Client(s).

The Firm often charges a fee in connection with the administration of certain agented loans or credit facilities in the Atalaya Clients' portfolios (the "Additional Fee"), although such Additional Fee may not be charged with respect to all eligible investments. The Additional Fee is in addition to the Management Fee and is typically charged to (and paid by) the Atalaya Clients' borrowers (as opposed to the Atalaya Clients directly), provided that Atalaya is generally also entitled to charge the Atalaya Clients directly. The Additional Fee, together with any applicable internal expenses that may be charged to Atalaya Clients pursuant to the relevant governing documents, are generally subject to a cap as defined in each Atalaya Client's governing documents. The amount of such caps has remained consistent in each Atalaya Client's governing documents, but the Firm has expanded the type of internal expenses that will be applied to such caps and intends to increase its utilization of amounts available under such caps as the requirements of the business mature and evolve.

In connection with certain lending or other investment transactions, Atalaya often negotiates for the receipt of an up-front expense deposit from the prospective borrower or counterparty. Such negotiated expense deposit is generally in respect of anticipated due diligence or other expenses to be incurred by Atalaya related to the potential transaction (including, in certain instances, applicable internal legal expenses). In some cases, Atalaya and/or the prospective borrower or counterparty may determine not to move forward with the potential transaction before Atalaya has used the full amount of the expense deposit. In these instances, to the extent permitted by the terms negotiated with the prospective borrower or counterparty, Atalaya may elect to retain the unused portion of the expense deposit.

Atalaya has established Atalaya Capital Leasing, an affiliate of the Firm, to primarily provide deal sourcing services to one or more Atalaya Clients. The costs of operating Atalaya Capital Leasing are generally borne by one or more Atalaya Clients pursuant to disclosure in the relevant governing documents that permits allocation to Atalaya Clients of certain internal (or affiliated) costs and expenses of the Firm that otherwise would have been borne by Atalaya (or incurred by a third party to be allocated to Atalaya Clients). This practice, in accordance with the disclosure in the relevant governing documents, is expected to become more frequent with respect to other expenses of Atalaya Clients, such as fees, costs and other expenses related to the evaluation and acquisition of investments and certain administration, legal, accounting, or

asset management services that could otherwise be performed by third parties, that can be more efficiently managed, weighing a range of factors considered in the aggregate, when provided by the Firm (or an affiliate of the Firm) rather than a third-party resource. The flexibility afforded the Firm via this practice can create a conflict of interest because Atalaya and its affiliates could be seen to have an incentive to internally provide such services at the expense of the Atalaya Clients to, among other things, leverage the use of Atalaya personnel. The discretion afforded the Firm, through the relevant governing documents, to passthrough certain internal expenses to certain Atalaya Clients is broad and may be hard to benchmark to comparable services charged to other Atalaya Clients or otherwise available in the market from outsourced resources. The decision by the Firm to initially perform a service for an Atalaya Client internally does not preclude a later decision to outsource such services (or any additional services) in whole or in part to a third-party service provider in the future (or vice-versa), and the Firm generally has no obligation to inform applicable Atalaya Clients of a change in practice, but certain internal expenses require transparency to the limited partnership advisory committee (or other similar body) of the applicable Atalaya Clients.

Side Letters

The Firm and/or the General Partner of an Atalaya Client may enter into side letters or other similar agreements with certain investors (without the approval of any other investors) in connection with their admission to such Atalaya Client. Such side letters or other similar agreements may alter and/or supplement the terms of an Atalaya Client's governing documents (with respect to the specific investor in question) in a manner that makes the terms applicable to such investors more favorable than those applicable to other investors (including, without limitation, with respect to fees). Side letters will not alter investor liquidity rights on invested capital.

General

As discussed generally above, Clients may incur brokerage and other transaction costs. Please see Item 12 ("Brokerage Practices") for more information.

Clients do not pay fees in advance.

Neither Atalaya nor any of Atalaya's supervised persons accepts compensation for the sale of securities or other investment products.

Employees of the Firm and the Firm itself have banking relationships (i.e. business loans, lines of credit, personal loans and mortgages) with the same custodian banks which are utilized by Atalaya Clients. A potential conflict of interest could arise from the fact that the Firm and the interested Atalaya employee could benefit by leveraging the use of the custodian banks of the Atalaya Clients. However, the Firm has implemented formal policies and procedures to ensure that it can properly monitor and manage potential conflicts of interest to the extent they could arise in connection with such banking relationships and

ensure that the Firm fulfills its role as a fiduciary to each of the applicable Clients and that no Client is being disadvantaged.

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

As stated in Item 5 (“Fees and Compensation”) above, Atalaya or a General Partner may be entitled to receive a Carried Interest Distribution in respect of its management of an Atalaya Client, generally based upon such Atalaya Client’s aggregate Gains (as defined above), to the extent such Gains exceed a certain performance benchmark or hurdle specified in such Atalaya Client’s private placement memorandum (or the applicable governing agreements of an Atalaya Co-Investment or Atalaya Managed Account). With respect to certain Atalaya Funds, Atalaya or a General Partner is entitled to receive a Carried Interest Distribution after investors in such funds have received a return of their capital contribution plus a preferred rate of return, as specified in the governing documents of each such Atalaya Fund, as applicable.

Atalaya is also generally entitled to tax distributions from the Atalaya Clients related to the Carried Interest Distributions.

The Carried Interest Distribution may create an incentive for the Firm to recommend to the Atalaya Clients investments that are riskier or more speculative than those which would be made under a different fee arrangement.

Further, because the fee structure (both with respect to amount and timing) varies among the different Clients, Atalaya could have an incentive to favor one Client over another based upon a potentially greater Management Fee or Carried Interest Distribution. The governing documents for each Client set forth specific procedures designed to ensure that each Client is treated fairly and to prevent this conflict from unduly influencing the allocation of investment opportunities. The potential for conflicts resulting from different fee structures among the Clients is further mitigated by Atalaya’s internal trade allocation policy, which addresses (and sets forth procedures designed to ensure) the fair allocation of investment opportunities with respect to all Clients.

It should also be noted that in connection with each Atalaya Client, Atalaya shall not be obligated to present any particular investment opportunity to any particular Atalaya Client, even if such opportunity is of a character which, if presented to a particular Atalaya Client could be taken by such Atalaya Client, and Atalaya shall have the right, consistent with its fiduciary duty and its internal trade allocation policy, to take for the account of any of its Clients, any such particular investment opportunity. Atalaya may give advice to and take action in connection with providing services to other Clients or their own accounts that differs from advice given, or in the timing and nature of action taken, with respect to one or more Atalaya Clients, even though one or more Atalaya Clients may be similarly situated. Notwithstanding the foregoing, prior to taking any investment opportunities for themselves, Atalaya shall, in good faith, seek to allocate appropriate investment opportunities among Atalaya Clients in an equitable manner, taking into account such factors as, but not limited to, the relative amounts of capital available for new investments, the applicable investment programs and portfolio positions of the relevant Atalaya Fund(s) or Managed Account(s) and such other factors as Atalaya may deem appropriate and reasonable from time to time.

Item 7 Types of Clients

The Firm provides investment advisory services to the Clients, which consist of privately offered pooled investment vehicles, including “funds of one”, that are exempt from registration under the Investment Company Act Sections 3(c)(1) and/or 3(c)(7), collateralized loan obligation vehicles and separately managed accounts. In addition, the Firm may provide investment advisory services to co-investment vehicles from time to time.

The Atalaya Funds are primarily marketed to institutional investors and high net worth individuals, and the Atalaya Funds limit investors to persons who meet the criteria for “qualified purchasers” as defined in the Investment Company Act, “accredited investors” as defined in the Securities Act of 1933 and “qualified clients” as defined in Rule 205-3 under the Advisers Act.

Employees of Atalaya who qualify as “knowledgeable employees” under Rule 3c-5 of the Investment Company Act of 1940 are also permitted to invest (directly or indirectly) in the Atalaya Funds.

Atalaya is also an ERISA fiduciary with respect to one of the ERISA plans in two of the Atalaya Funds.

Each Atalaya Fund imposes minimum investor qualification standards (as noted above) and minimum investment requirements.

While the minimum investment in Atalaya Funds was \$5 million in respect of certain older Atalaya Funds, the Firm has increased this minimum investment to \$10 million with respect to certain Atalaya Funds; however, this minimum investment threshold is often waived on a case-by-case basis at the discretion of the General Partner of each Atalaya Fund. Certain Atalaya Funds may have materially lower minimum investment requirements.

Investors in the Atalaya Managed Accounts and Atalaya Co-Investments are primarily institutional investors and high net worth individuals. Minimum account size for opening or maintaining an Atalaya Managed Account or participating in an Atalaya Co-Investment is negotiable.

Certain inherent conflicts of interest arise from the fact that Atalaya provides investment management services to all Atalaya Clients and also to certain proprietary accounts in which the Clients (or certain Clients, as the case may be) will have no interest (collectively, “Other Accounts”). There is no limit on the number of vehicles or accounts that may be managed or advised by Atalaya. Atalaya, its principals, officers, and other personnel may have conflicts in allocating their time and services among Clients (and/or Other Accounts). Atalaya and its principals, officers, and other personnel will devote as much of their time to the activities of each Client as it deems necessary and appropriate in accordance with its fiduciary duty.

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

Atalaya Clients

The Firm's primary (but not exclusive) investment focus for the Atalaya Funds is the opportunistic purchase of loans from distressed or otherwise motivated sellers, as well as the origination of credit to small and mid-sized companies and/or credit secured by real estate, consumer finance, commercial finance or specialty finance related assets; provided, that, Atalaya may alter its investment focus in response to changing market conditions or other applicable factors. The Firm utilizes a fundamental bottom-up process of identifying investment opportunities, beginning with proprietary sourcing efforts and utilizing an extensive network of industry contacts. The Firm's network helps Atalaya locate unadvertised, off-the-run potential investment opportunities (as well as more widely marketed opportunities that Atalaya believes may still represent attractive investment opportunities), and its investment professionals conduct extensive analysis and due diligence to determine which of these investment opportunities provide an investable risk/reward proposition. The diligence process carried out by the Firm's investment professionals may include, but is not limited to, analysis of publicly available information, forensic accounting, valuation work, on-site information gathering and analysis of company specific, sector specific, and general market trends. While the Firm focuses primarily (but not exclusively) on opportunistic loan purchases and the issuance of private credit, Atalaya reserves the right to utilize any investment strategy which it believes will serve the best interests of the Atalaya Clients, subject only to the restrictions and limitations (if any) set forth in the governing documents of the Atalaya Clients.

In 2023, the Firm restructured its equipment leasing fund to permit investors to enter the fund at the funds' then current net asset value launched five new funds, and continued offering new "pools" in multiple of its evergreen funds, all in its effort to continue offering flexible investment vehicles to execute its investment strategy.

The Firm's investment program is speculative and entails substantial risks. Investing in loans, securities and other opportunistic credit and/or special situation transactions generally characteristic of the Firm's investment program, involves substantial risk of loss that Clients should be prepared to bear, including the risk of losing the entire investment. Certain of these risks are summarized below, provided that this summary is non-exhaustive and does not represent a complete discussion of potential risks. These risks are qualified in their entirety by those discussed in each Atalaya Clients' offering and governing documents. Prospective investors should read and consider carefully all of the risks related to investing in an Atalaya Client that are set forth in the applicable private placement memorandum or other offering documents, as well as the other matters (such as potential conflicts of interest) discussed therein.

Risks

The following risk factors do not purport to be a complete list or explanation of the risks relating to Atalaya's services. A complete list of risks relating to an investment in a particular Atalaya Client is set forth in such Atalaya Client's offering memorandum.

Credit and Debt Related Investments

The Firm recommends primarily credit and debt related investments to the Clients. There are a number of risks involved with these types of loans and securities including general credit market risk, meaning that events which negatively impact the overall US and/or international credit markets could have a profoundly adverse impact on the value of certain credit and debt related investments held by the Clients. Furthermore, the Firm does not "hedge out" credit risk, effectively creating Client portfolios which are "long" the credit market and therefore "long" default and non-payment risk. The Clients' investments also tend to be illiquid, with a small or non-existent readily available market for resale. Therefore, the market prices, if any, for such investments tend to be volatile and may not be readily ascertainable, and a Client may not be able to sell its investments when it desires to do so or to realize what it perceives to be fair value in the event of a sale.

Distressed Companies and Obligors

The Firm will often recommend investments to the Clients in companies (or with respect to certain credit investments, with obligors) in a distressed or near-distressed financial condition. There are a multitude of risks inherent with these types of recommendations, including but not limited to bankruptcy, litigation and default. Furthermore, it may be difficult to obtain information as to the true condition of such companies or obligors. Such investments may also be adversely affected by laws relating to, among other things, fraudulent transfers and other voidable transfers or payments, lender liability, and the bankruptcy court's power to disallow, reduce, subordinate or disenfranchise particular claims. Investments in such companies or loans to such obligors may be considered speculative, and the ability of such companies or obligors to pay their debts on schedule could be affected by adverse interest rate movements, changes in the general economic climate, economic factors affecting a particular industry or specific developments within such companies, or with respect to such obligors. In addition, there is no minimum credit standard that is a prerequisite to the Firm's recommendation of any investment, and a significant portion (or all) of the obligations and securities which the Firm recommends may be less than investment grade.

Fraud

Of paramount concern in lending (and in acquiring loans on the secondary market) is the possibility of material misrepresentation or omission or fraud on the part of the borrower or loan seller. Such inaccuracy or incompleteness may adversely affect the valuation of the collateral underlying the loans or may adversely affect the ability of the Clients to perfect or effectuate a lien on the collateral securing the loan. The Clients will rely upon the accuracy and completeness of representations made by borrowers or loan sellers to the extent reasonable, but cannot guarantee such accuracy or completeness. Under certain

circumstances, payments to the Clients may be reclaimed if any such payment or distribution is later determined to have been a fraudulent conveyance or a preferential payment.

Lending to High-Risk Borrowers

In addition to lending to (or acquiring loans to) small businesses and startups, the Clients may make loans to (or acquire loans to) other high-risk borrowers, such as individuals with poor credit histories, low FICO (or other) credit scores or past legal troubles (including prior bankruptcy). While the Clients may receive a higher rate of return on such loans in light of the increased risk, such borrowers are generally more likely to default on a loan, which may lead to significant losses by the Clients.

Bank Loans

The Firm's investment strategy includes investments in bank loans and participations. These obligations are subject to unique risks, including: (i) the possible invalidation of an investment transaction as a fraudulent conveyance under relevant creditors' rights laws; (ii) so-called lender-liability claims by the issuer of the obligations; (iii) environmental liabilities that may arise with respect to collateral securing the obligations; and (iv) limitations on the ability of the Client holding such an investment to directly enforce its rights with respect to participations.

Direct Lending

In regard to the Firm's direct lending investments, of primary concern is the possibility of material misrepresentation or omission on the part of the borrower. Such inaccuracy or incompleteness may adversely affect the valuation of the collateral underlying the loans or may adversely affect the ability of the Firm to perfect or effectuate a lien on the collateral securing the loan. The Firm will rely upon the accuracy and completeness of representations made by borrowers to the extent reasonable, but cannot guarantee such accuracy or completeness. Clients may invest in loans to high risk borrowers, such as companies or individuals with limited or poor credit histories. The risk of default by such borrowers is high, and any such default may lead to a material loss to the Clients.

Consumer and Specialty Finance

Clients may invest in, or lend against, a variety of assets, including consumer loans or leases, mortgage loans, automobile loans, aircraft and aviation equipment, ships and maritime equipment, portfolios of accounts receivables relating to consumer loans, consumer leases, credit cards, installment loans and other unsecured products, healthcare loans and student loans. Clients may engage in other specialty finance transactions, such as marketplace lending, microfinance, merchant cash advance and small business lending. Consumer and specialty finance investments are illiquid and subject to many risks (which include credit risk and regulatory risk), including the risk that a Client could lose its entire investment. In some instances, there may be little to no chance of recovery of the Client's investment upon a borrower default.

Lending Against or Leasing Equipment

Clients may lend against or lease equipment, which may expose the Clients to considerable risk. In cases of a non-performing lessee or borrower, there are considerable costs associated with terminating leases and retrieving hard assets that can disrupt and reduce cash flow. These risks may be exacerbated in the case of lessee bankruptcy. Further, it may be difficult to re-lease or sell retrieved equipment, depending on market conditions, especially if such equipment is outdated, or has been misused, or if the valuation of such equipment is ultimately proven inaccurate.

Real Estate Risk

Investing in real estate and real estate related instruments is subject to cyclicity and other uncertainties. The Client's real estate related investments are subject to various risks, including risks incident to the ownership and development of residential and commercial real estate, credit, liquidity and interest rate risks, general economic conditions, developments or trends in a particular industry, valuation risk and structural risks, that can adversely affect the Client's assets and performance. In addition, there are various material risks related to bridge, transitional and construction real estate lending.

No Assurance of Investment Return

There can be no assurance that any Client will be able to generate returns for its investors or that the returns will be commensurate with the risks of investing in the type of investments in which such Client participates.

Highly Competitive Market for Investment Opportunities

The activity of identifying, completing and realizing attractive investments is highly competitive, and involves a high degree of uncertainty. There can be no assurance that a Client will be able to locate, consummate and exit investments that satisfy its rate of return objectives or realize upon their values or that it will be able to invest fully its committed capital.

Limited Liquidity

Many of the Firm's recommendations are made with the assumption that a considerable amount of time will pass before the investment provides a realizable gain to investors and the Firm. In certain instances, a Client may be forced to sell or exit an investment earlier than the Firm would recommend due to liquidity issues, Client dissolution, or other possible factors.

Illiquid and Long-Term Investments

Investment in a Client may require a long-term commitment with no certainty of return. Most of the Clients' investments will be highly illiquid, and there can be no assurance that a Client will be able to realize on such investments in a timely manner. Although certain investments may generate current income, the return of capital and the realization of gains, if any, from an investment may (on a case-by-case basis) occur only upon the partial or complete disposition or refinancing of such investment.

Investments Longer than Term

A Client may make investments which may not be advantageously disposed of prior to the date such Client will be dissolved, either by expiration of its term or otherwise. In addition, there can be no assurances with respect to the time frame in which the winding up and the final distribution of proceeds to investors will occur.

Litigation

Distressed credit investing and reorganizations, workouts and restructurings resulting from such activities can be contentious and adversarial. It is by no means unusual for participants to use the threat of, as well as actual, litigation as a negotiating technique. The expense of defending against claims by third parties and paying any amounts pursuant to settlements or judgments would generally be borne by the Client and would reduce net assets or could require investors to return to the applicable Client distributed capital and earnings.

Legal, Tax and Regulatory Risks

Legal, tax and regulatory changes could occur during the term of a Client that may adversely affect such Client. There is a material risk that governmental or regulatory agencies may adopt burdensome laws (including tax laws) or regulations, or changes in law or regulation, or in the interpretation or enforcement thereof, which are specifically targeted at the private equity industry, the consumer finance industry or the specialty lending industry, or other changes that could adversely affect private equity firms (inclusive of those with a focus on credit opportunities and special situations investing) and the funds that they sponsor, including a Client.

Use of Irish Special Purpose Vehicles

Certain Atalaya Funds may invest through special purpose vehicles formed under the laws of Ireland as Section 110 entities (such vehicles, "Irish Issuers"). Potential benefits associated with Irish Issuers could include greater availability of capital for loan origination activity and increased operational efficiency for such Atalaya Funds. Potential risks associated with Irish Issuers include the failure of an Irish Issuer to qualify for treaty benefits, or otherwise become subject to tax in Ireland or the United States, on its net income. Payments by Irish Issuers could become subject to withholding in Ireland as a result of a change in law or a failure to meet an applicable exemption. Investments in an Irish Issuers could be affected by other factors, including nationalization, expropriation without just compensation, exchange control, confiscatory taxation, political changes, governmental regulation, or social and political instability. Any potential benefit of the Irish Issuer structure could be offset as a result of these developments.

No Market for Interests; Restrictions on Transfers

The Interests in the Atalaya Funds have not been registered under the Securities Act of 1933, as amended ("Securities Act"), or applicable securities laws of any U.S. state or the securities laws of any other jurisdiction and, therefore, cannot be resold unless they are subsequently registered under the Securities Act and any other applicable securities laws or an exemption from such registration is available. There is

no public market for the interests in the Atalaya Funds, and one is not expected to develop. An investor will not be permitted to directly or indirectly assign, sell, pledge, exchange or transfer any of its interests or any of its rights or obligations with respect to its interests without the prior written consent of the General Partner of the applicable Atalaya Fund, which consent may be given or withheld in accordance with the governing documents of the applicable Atalaya Fund, as applicable. Withdrawals from an Atalaya Fund are generally not permitted, and there may be little or no near-term cash flow available to investors as a result of owning interests in the Atalaya Funds, as applicable. Investors must be prepared to bear the risks of owning interests in the Atalaya Funds for an extended period of time.

Bankruptcy Claims

Clients may invest in bankruptcy claims which are amounts owed to creditors of companies in financial difficulty. Bankruptcy claims are illiquid and generally do not pay interest, and there can be no guarantee that the debtor will ever be able to satisfy the obligation on the bankruptcy claim. The markets in bankruptcy claims are not generally regulated by federal securities laws or the SEC. Because bankruptcy claims are frequently unsecured, holders of such claims may have a lower priority in terms of payment than certain other creditors in a bankruptcy proceeding. In addition, under certain circumstances, payments and distributions may be reclaimed if any such payment is later determined to have been a fraudulent conveyance or a preferential payment.

Peer-to-Peer and Marketplace Lending

Peer-to-peer and marketplace lending allow individuals and, increasingly, institutional investors, to lend money to others via an online platform. The borrowers on such platforms are a wide range of individuals and businesses, and the Firm's ability to assess their creditworthiness may be limited. While lending on a peer-to-peer or marketplace platform can generate high returns, it is subject to many risks, including the risk that a Client could lose its entire investment if a borrower defaults or if the lending and/or loan servicing platform itself is no longer viable. In the event of a default, certain lending platforms offer lenders almost no chance of recovery. In addition, peer-to-peer and marketplace loans are relatively illiquid investments. In many cases it is difficult or impossible for the lender to get its money back before a loan matures, even absent a default. These lending models and systems are also subject to increasing regulatory risk, as several U.S. government agencies are examining the possibility of regulating them as well as the banks with which they often partner. Such regulations could result in increased compliance costs for these systems and a lessened ability for them to make loans on a cost effective basis, or could ultimately eliminate their ability to make such loans entirely. Any of these outcomes would reduce a

Client's ability to earn profits in this area of the debt market and could lead to investment losses.

Merchant Cash Advances

Clients may provide merchant cash advances in exchange for a share of a business' future sales and/or a fixed fee. The Client's remittances from the borrower will generally be drawn from the borrower's customer debit- and credit-card purchases until the advance is repaid. Such cash advances come with the

additional risks associated with small business lending, which may lead to significant losses to the Client. Since the cash advances are technically sales of future assets, rather than direct loans or credit, when making such advances the Clients are currently not subject to state usury laws or any of the restrictions under The Dodd-Frank Wall Street Reform and Consumer Protection Act. However, there have been discussions of increasing regulation of merchant cash advances and other alternative lending. Any such increased regulation may have a material adverse effect on the Client by increasing the cost of executing merchant cash advances, or making the strategy economically unfeasible or unlawful.

Small Business Lending

The Clients may make loans to small businesses and newly-formed “startup” companies. Lending to small businesses and startups presents unique risks. Small businesses and startups generally have limited borrowing and operating histories, making it more difficult to assess their creditworthiness. In addition, small businesses and startups may have fewer assets available to use as collateral, leaving the Partnership with little recourse in the event of default on the loan.

Purchasing or Lending Against Litigation Claims

Clients may purchase, or may make loans based on, anticipated future payments to be received as the result of favorably determined litigation, settlement, or mass tort claims. The results of pending litigation and/or settlements, are inherently uncertain. Purchasing or lending against pending litigation and/or settlements entails unique risks because there is no guarantee that the relevant litigation will be favorably determined or that the relevant case settlement will be upheld and consummated, and consequently that the Client’s investment objective will be achieved. If the relevant litigation is determined (in a court or in an out-of-court settlement) in a manner that is adverse to the Client’s interest, or if the relevant settlement is not approved or is overturned, the Client may lose some or all of its investment.

Convertible Securities

A convertible security may be subject to redemption at the option of the issuer at a price established in the convertible security’s governing instrument. If a convertible security held by a Client is called for redemption, the Client will be required to permit the issuer to redeem the security, convert it into the underlying common stock or sell it to a third party. Any of these actions could have an adverse effect on the Client’s ability to achieve its investment objective.

Increased Regulation of Mortgage Servicing Rights (“MSRs”) and Servicers

MSRs are subject to numerous federal, state and local laws and regulations and may be subject to various judicial and administrative decisions. The expanding body of federal, state and local regulation may increase the cost for a Client’s servicer to service the underlying mortgage loans which could adversely affect servicing results and the Client’s returns. The servicing of residential mortgage loans is subject to extensive federal, state and local laws, regulations and administrative decisions. The volume of new or modified laws and regulations has increased in recent years and is likely to continue to increase. If implemented, these rules or other new laws and regulations affecting the mortgage servicing industry

could increase the cost of servicing mortgage loans. On January 10, 2014, a set of new rules issued by the U.S. Consumer Financial Protection Bureau went into effect. The new rules may cause servicers, including a Client's servicer, to modify their servicing processes and procedures and to incur additional costs in connection therewith.

Cybersecurity Breaches

Clients and their service providers (including the Firm, administrators, prime brokers and custodians) are subject to risks associated with a breach in cybersecurity. Cybersecurity is a generic term used to describe the technology, processes and practices designed to protect networks, systems, computers, programs and data from cyber-attacks and hacking by other computer users, and to avoid the resulting damage and disruption of hardware and software systems, loss or corruption of data, and/or misappropriation of confidential information. In general, cyber-attacks are deliberate, but unintentional events may have similar effects. Cyber-attacks may cause losses to a Client or individual investors by interfering with the processing of investor transactions, affecting a Client's ability to calculate net asset value or impeding or sabotaging Client investment and/or asset management activity and trading. A Client may also incur substantial costs as the result of a cybersecurity breach, including those associated with forensic analysis of the origin and scope of the breach, increased and upgraded cybersecurity, identity theft, unauthorized use of proprietary information, litigation, adverse investor reaction, the dissemination of confidential and proprietary information and reputational damage. Any such breach could expose both the Firm and Clients to civil liability as well as regulatory inquiry and/or action. Investors could be exposed to additional losses as a result of unauthorized use of their personal information. While the Firm has established business continuity plans and systems designed to prevent cyber-attacks, there are inherent limitations in such plans and systems, including the possibility that certain risks have not been identified.

Privacy and Data Protection Laws

Atalaya and/or Clients may be subject to data protection laws passed by many states and by localities that require enhanced levels of cybersecurity and notification to users and/or regulators when there is a security breach for personal data. Compliance with these regulations, including the obligation to timely notify stakeholders in the event of a cybersecurity incident, may divert Atalaya's time and effort and entail substantial expense. Any failure by Atalaya or the General Partner to comply with these laws and regulations could result in negative publicity and may subject Clients to significant costs associated with litigation, settlements, regulatory action, judgments, liabilities and other penalties, for which Atalaya and Clients may not have insurance coverage.

Lack of Diversification

Certain Clients' portfolios may consist of only a limited number of investments. Those Clients would be far less diversified than most (or other) investment vehicles. Unfavorable performance of such concentrated investments may have a substantial adverse impact on the returns of such Clients. The concentrated focus of such Clients on a limited number of investments may cause its performance to be

more volatile and result in its incurring greater losses during unprofitable periods as compared to a more diversified approach.

Libor Transition Risk

The London Interbank Offered Rate (“LIBOR”), which is commonly used as a reference rate within various financial contracts (any such rate, a “Reference Rate”), will not be published after the year 2021 (or June 2023 for certain USD LIBOR tenors). Toward that end, a committee comprised of large banks that were brought together by the Federal Reserve Bank of New York and the Federal Reserve Board of Governors recently proposed that U.S. dollar LIBOR be replaced by a new benchmark based on short-term loans known as repurchase agreements or “repo” trades, backed by U.S. Treasury securities. Notwithstanding the foregoing, there can be no assurance that any replacement to LIBOR will gain wide market acceptance, or whether multiple substitute benchmarks will develop that (taken as a whole) have sufficiently robust trading volumes. There can also be no assurance that any such replacement(s) or substitute(s) will necessarily be an improvement over LIBOR in its previous form. As a general matter, the discontinuation of LIBOR or any other rate may significantly impact financial markets; specifically, discontinuation may impact financial contracts to which Clients are a party. Generally, the transition to alternative Reference Rates may (i) cause the value of a Reference Rate to be uncertain or to be lower or more volatile than it would otherwise be; (ii) result in uncertainty as to the functioning, liquidity or value of certain financial contracts; (iii) involve actions of regulators or rate administrators that adversely affect certain markets or specific financial contracts; and (iv) impact the strategy, products, processes, legal positions and information systems of market participants, including Clients and their counterparties. With respect to certain financial contracts to which Clients are a party, any such contract that has a maturity that extends beyond the cessation date and uses LIBOR as a Reference Rate (other than contracts that include curative fallback language or other curative mechanisms) may need to be renegotiated, the process of which will consume resources of Clients and may result in disputes among counterparties, the result of which may be adverse to Clients. Considered in their entirety, the impacts of the discontinuation of LIBOR on financial markets generally and on the specific financial contracts to which Clients are a party may adversely affect the performance of Client investments and portfolios.

Increased Government and Market Regulation.

Market disruptions and the dramatic increase in the capital allocated to alternative investment strategies during the past decade have led to increased governmental as well as self-regulatory scrutiny of the private fund and financial services industry in general. Certain legislation proposing greater regulation of the industry. Any such laws or regulations could have a material adverse impact on the portfolio and compliance with these laws and regulations could subject Clients to significant costs.

COVID-19.

In December 2019, a novel strain of coronavirus (known as COVID-19) surfaced in Wuhan, China, which has resulted in the temporary closure of many corporate offices, retail stores, and manufacturing facilities

across China and South Korea, among other affected countries. These closures have caused the disruption of manufacturing supply chains and local and global economies, the duration of which remains uncertain. As of March 2022, COVID-19 has spread across the world, resulting in disruption and closures of certain travel and businesses. Additional market disruptions may occur. The extent to which COVID-19 may negatively affect the operations of Atalaya and the performance of Atalaya Clients continues to be difficult to predict. Any potential impact on such operations and performance will depend to a large extent on future developments and new information that may emerge regarding the duration and severity of COVID-19 and the actions taken by authorities and other entities to contain COVID-19 or treat its impact. These potential impacts, while uncertain, could adversely affect the performance of Atalaya Clients.

In addition, in response to the spread of COVID-19, many businesses, including Atalaya, have at times encouraged or mandated that their personnel work from home in an effort to help slow the spread of the coronavirus pandemic. Notwithstanding such precautionary measures, Atalaya and portfolio companies may still experience a significant increase in illness of their respective personnel. To the extent personnel, as a result of working remotely, rely more heavily on external sources for information and technology systems for their business-related communications and information sharing, that business will likely be more vulnerable to cybersecurity incidents and cyberattacks and could have more difficulty resuming normal operations in the event it is the target of such incident or attack. See “Cybersecurity Breaches,” above.

Conflict in Ukraine

Russia launched a large-scale invasion of Ukraine on February 24, 2022 and, in response, the United States and other governments have imposed economic sanctions on certain Russian individuals, including Russian government officials and other government-linked individuals, and Russian corporate entities and financial institutions, banned certain Russian financial institutions from global payments systems that facilitate cross-border payments and have taken other economic and political measures. It is possible that such governments could institute broader sanctions or impose other economic and political measures on Russia, which could result in the immediate freeze of Russian securities and/or funds invested in prohibited assets and/or other consequences. The extent and duration of the military action, the possibility of the conflict expanding beyond Ukraine and Russia, and resulting sanctions and other economic and political measures and future market disruptions in the region and worldwide are impossible to predict, but could be significant and have a severe adverse effect on the region and collateral effects globally, including significant negative impacts on the global economy and the markets for certain securities and commodities, such as oil and natural gas, as well as other sectors. Such effects and impacts could have a material adverse effect on Atalaya Clients and their investments.

Cross Trades

To the extent permitted under applicable law and the relevant governing documents, Atalaya may affect client cross-transactions where Atalaya causes (or recommends for applicable advisory committee

approval) a transaction to be affected between an Atalaya Client and one or more other Atalaya Clients. Subject to applicable law and the relevant governing documents, a cross-transactions may be affected without prior notice to or consent of the investors or any representative of the investors. Cross transactions present potential conflicts of interest, but Atalaya will only permit cross-transactions (or recommend them for applicable advisory committee approval) when it believes in good faith that such transactions are in the best interests of the relevant Atalaya Clients.

SPAC Investment Strategy Risk

General

Certain Atalaya Funds make investments in “special purpose acquisition companies” (“SPACs”). A SPAC (pre-business combination) is a development stage company that has no specific business plan or purpose or has indicated its business plan is to engage in a merger or acquisition with an unidentified company or companies, other entity, or person. Because SPACs have broad discretion to select potential business combinations (subject to industry, geographic or other limitations, if any), it is not possible for Atalaya to fully ascertain the merits or risks of investing in a particular SPAC (particularly pre-business combination). Trading in SPAC investment securities may also be more illiquid than many other public market securities. Atalaya intends to select for investment securities of SPACs with strong structures and those headed by management teams with proven track records but may not always do so. To the extent a SPAC were to complete a business combination with a financially unstable company or an entity in its development stage, the SPAC may be affected by the numerous risks inherent in the business operations of those entities. In a SPAC business combination transaction, the parties must file disclosure documents with the U.S. Securities and Exchange Commission (the “SEC”), which include extensive information about the transaction and the target, including audited financial statements, *pro forma* financial information and other information that is typically disclosed in an IPO prospectus. Prior to the launch of the first Atalaya Fund dedicated to SPAC investing that accepted capital from outside investors, Atalaya made certain investments in SPACs for its own account. Subsequent to accepting outside capital for the SPAC investment strategy in an Atalaya Fund, Atalaya has not made any new investments solely for its own account other than investments in progress (i.e., investments in furtherance of Sponsor Investing activities (see below) that were committed prior to accepting outside capital for the SPAC investing strategy in an Atalaya Fund) or in de-minimus portfolio repositioning or hedging positions.

Management Attention in SPACs

Further to the general risks described above, the officers and directors of a SPAC will generally not be required to commit their full time to the affairs of the company, which may result in a conflict of interest in allocating their time between the operations of the SPAC and their own business interests. If the officers and directors of other businesses and affairs require them to devote more substantial amounts of time to such affairs, it may negatively impact the ability of the SPAC to identify and complete a business combination with an operating company. In addition, officers and directors of a SPAC may become involved with other SPACs in which Atalaya Funds do not invest which may engage in similar business

opportunities. Accordingly, the officers and directors may have conflicts of interest in determining to which entity a particular business opportunity should be presented. There can be no assurance that the business opportunity will be presented to the SPAC in which Atalaya Funds have made an investment.

Reliance on the Management of SPACs

While shareholders of a SPAC hold approval rights over potential business combinations, the management team of each SPAC will be entrusted with identifying appropriate business combination opportunities and negotiating the terms of such transactions. Consequently, SPACs are dependent upon the integrity, skill and judgment of the management team of each SPAC in which certain Atalaya Funds invests. Neither Atalaya nor any Atalaya Fund, even when involved in Sponsor Investing (see below), is responsible for any governance of the SPAC, although there may be economic consequences for failing to vote in favor of a business combination proposed by the SPACs management team.

Investments in Private SPACs (Investments Prior to an IPO or “Sponsor Investing”)

Investments in private SPACs and investments before an IPO (often called Sponsor Investing) typically presents opportunities for greater profit, but the additional risks may be significantly greater. Investment in private SPACs (often due to a lack of liquidity) may result in substantial risks of loss if a business combination is not announced or not completed, or after completion, a sale, IPO or other realization event of the acquired business does not occur, especially if the Atalaya Fund participating in such Sponsor Investing is also required to invest in various other parts of the SPAC lifecycle - such as the IPO or the PIPE (discussed below). Sponsor Investing may also result in greater risk of loss if the IPO does not occur, and the amount invested by an Atalaya Fund is used by the SPAC to cover expenses incurred prior to the aborted IPO. The market for investing in Private SPACs also appears to be maturing and, as more market participants enter the space, the opportunities for greater profit may be diminishing (in a swifter way than other Atalaya investment strategies may be maturing).

Potential Claims Against SPAC Trust Funds

An important aspect of SPAC-investing relates to the placement of a significant portion of the IPO proceeds of a SPAC in a trust fund. Placing funds in trust may not protect those funds from third party claims against the SPAC. There is no guarantee that creditors or other entities involved with a SPAC will not seek recourse against a trust fund for any reason and that the proceeds in a trust fund will not be reduced by such claims.

Risks Related to Warrants

In connection with pre-business combination SPAC investing, warrants are typically part of the economic arrangement (typically associated with Sponsor Investing or participating in the IPO). If the SPAC does not file and maintain a current and effective prospectus relating to the common stock issuable upon exercise of the warrants at the time that an Atalaya Fund wishes to exercise such warrants, there is significant risk to such economic rights (including the risk that they become worthless). Neither Atalaya nor any Atalaya

Fund can guarantee that the SPAC will be able to file and maintain a current and effective prospectus relating to the common stock issuable upon exercise of the warrants until the expiration of the warrants.

PIPEs

An Atalaya Fund may participate in a SPAC's post-IPO offerings through a PIPEs transaction. In a typical PIPEs transaction, an Atalaya Fund will acquire, directly from an issuer in a private placement under the federal securities laws of the United States, common stock or a security convertible into common stock. The issuer's common stock is usually publicly traded on a U.S. securities exchange or in the over-the-counter market, but the securities acquired by such Atalaya Fund will be subject to restrictions on resale imposed by U.S. federal securities laws absent an effective registration statement. There are numerous risks associated with PIPE transactions, including that certain indemnifications that may typically be available under contract may be deemed unenforceable by the SEC. While the price paid by an Atalaya Fund to invest in a PIPE is often at a discount to the public trading price at the time of purchase, by the time the Atalaya Fund is able to dispose of its shares in a public sale, the market price for the issuer's securities may be below the price paid by such Atalaya Fund. Further, the trading activity of other holders with similar registration rights may cause the market price of the issuer's common stock to decline substantially before the applicable Atalaya Fund is able to dispose of any or all its investment.

Structured Investments

From time to time, Atalaya may invest in convertible notes, preferred equity, or other structured investments that relate to SPACs or post-business combination companies, including in connection with a "deSPAC" transaction (i.e., the merger between a SPAC and its target company that results in that target company becoming a publicly listed company). The foregoing transactions typically are designed in order to solve for certain issues specific to a situation, including, for example, addressing a company's liquidity needs. Depending on the relevant facts and circumstances, and after application of the governing documents of any applicable Atalaya Client, Atalaya will from time to time effect these transactions on behalf of its funds, pursuant to single managed accounts for select limited partners or for its own account.

Post-Business Combination Trading

In addition to (i) Sponsor Investing, (ii) IPO investing (and related trading activity pre business combination), (iii) PIPE Investing and (iv) Structured Investments, certain Atalaya Funds may invest in post business combination securities in the public markets. These securities, like other public market trading, entails multiple risks as otherwise described in this Brochure.

Public Market Securities Trading

Any investment in public securities carries certain market risks. The success of Atalaya's public securities trading depends in large part on its ability to correctly assess price movements of such securities over specified periods of time. There is no assurance that Atalaya's judgments will be accurate or that its Clients will achieve their investment objectives.

General Economic and Market Conditions

The success of certain Clients' activities will be affected by general economic and market conditions, such as interest rates, availability of credit, credit defaults, inflation rates, economic uncertainty, changes in laws (including laws relating to taxation of the Clients' investments), trade barriers, currency exchange controls, and national and international political circumstances (including wars, terrorist acts or security operations). These factors may affect the level and volatility of financial instruments' prices and the liquidity of the Clients' investments. Volatility or illiquidity could impair Clients' profitability or result in losses. Clients may maintain substantial positions that can be adversely affected by the level of volatility in the financial markets—the larger the positions, the greater the potential for loss.

Depository Institution Risk

Client funds are deposited with depository institutions. Deposits placed at depository institutions up to the FDIC's Standard Maximum Deposit Insurance Amount (SMDIA) generally carry no principal risk because those deposits are backed by the full faith and credit of the U.S. government. If a depository institution were to fail, Atalaya will submit a claim to the FDIC on behalf of the Clients with respect to any deposits maintained by such bank on behalf of such Client. Any deposits in excess of the SMDIA carry principal risk. Atalaya monitors the credit worthiness and overall health of each bank used to hold Client assets. While in recent years governmental intervention has at times resulted in additional protections for depositors, there can be no assurance that such intervention will occur in the future, or that any such intervention undertaken will be successful in avoiding the risks of loss, substantial delays, or negative impacts on the Clients and their investments, as well as on the ability to maintain operations. Each of these could result in significant losses and in unconsummated investment acquisitions and dispositions.

Item 9 Disciplinary Information

On August 1, 2019, the New York State Attorney General's Office ("NYAG") and the New York Department of Financial Services ("NYDFS") filed a lawsuit ("Lawsuit") against Vision Property Management, LLC, ("Vision"). Atalaya previously provided capital, primarily in the form of loans, to subsidiaries of Vision for the sole purpose of acquiring residential properties and did so only after conducting thorough due diligence. Throughout its interactions with Vision, Atalaya relied on the advice of outside counsel in an attempt to ensure compliance with applicable law and regulation.

In the Lawsuit against Vision, which stemmed from a more than two-year investigation, the NYAG and the NYDFS claimed that Vision's business model was unlawful because Vision operated as an unlicensed mortgage lender, preyed on and made inadequate disclosures to its tenants, and failed to maintain or repair its properties, leaving consumers to bear the costs. They also claimed that Vision's practices were deceptive, unfair, and abusive under federal law, and deceptive, illegal, and fraudulent under New York law.

The NYAG and NYDFS also took the position, prior to filing suit against Vision, that by financing Vision's acquisition of certain properties, and through its relationship with Vision more generally, Atalaya was also responsible for Vision's alleged misconduct. This position was taken notwithstanding that Vision was responsible for managing the properties it purchased, including those purchased using Atalaya's funds, and for doing so in accordance with all applicable laws, and Atalaya neither communicated with consumers or customers of Vision nor operated any portion of Vision's business.

On August 27, 2019, Atalaya reached an agreement with the NYAG and NYDFS, which resolved potential claims against Atalaya. As part of that agreement, Atalaya agreed to pay a fine of \$250,000 and restitution of approximately \$2.5 million to New York consumers, the state where Atalaya operates its principal place of business. No Client of Atalaya bore any portion of the fine or restitution amount.

Further, the agreement, which did not require that Atalaya admit the NYAG and the NYDFS' allegations against it, was explicit that, in or around January 2017, when a series of news articles highlighted concerns regarding Vision's business model and the conditions of certain properties, Atalaya immediately pulled back from, and shortly thereafter fully ceased funding, new Vision transactions.

Item 10 Other Financial Industry Activities and Affiliations

Neither the Firm nor any individual management person is registered, or has an application pending to register, as a broker-dealer, representative of a broker-dealer, futures commission merchant, commodity pool operator, commodity trading advisor or associated person of a futures commission merchant commodity pool operator or commodity trading advisor.

In September 2020, Atalaya acquired a passive minority interest in a Dallas, TX based alternative investment advisory firm, Elm Park Capital Management LP ("Elm Park"). Atalaya does not participate in Elm Park's day to day operations or have any involvement in Elm Park's investment decision making. In April 2022, Elm Park sold substantially all of the assets in its portfolio to an Atalaya Client, at which time, various Elm Park employees joined the Firm and Elm Park ceased making any new investments on behalf of its clients.

As noted under Item 4 "Advisory Business" above, Dyal holds a passive, non-voting minority equity interest in ACM. Dyal has no control over the investment process or day-to-day operations of ACM or the Atalaya Funds, but has certain consent rights relating to the actions of ACM.

As also noted under Item 4 "Advisory Business" above, Atalaya is affiliated with related entities that serve as the general partners (previously defined individually as a "General Partner" and, collectively, as the "General Partners") to the Atalaya Clients. Atalaya serves as the investment manager to each of the Atalaya Clients. The General Partners and all of their respective employees and persons acting on their behalf are subject to the Firm's supervision and control with respect to any investment advisory activities. Ivan Q. Zinn serves as the Chief Investment Officer of the Firm and the managing member of each General Partner. Mr. Zinn is the principal owner of the Firm and the General Partners. The relationships by and among Atalaya and the General Partners do not, in and of themselves, create any material conflicts of interest affecting investors in the Atalaya Clients.

Other than its investment advisory activities (and ancillary activities, including, without limitation, those generating Additional Fees and in respect of unused portions of certain expense deposits, as described in Item 5 ("Fees and Compensation") above and those involving loan or investment syndication activity to non-Client third parties), Atalaya currently does not engage in other financial industry activities or maintain other financial industry affiliations. The Firm does not generally recommend or select other investment advisers for its Clients; provided, that it may do so on a case-by-case basis; but further provided that in any such instance, the Firm will not be compensated (whether directly or indirectly) by any such other investment adviser (except to the extent such compensation is appropriately disclosed in advance of the applicable investment).

In connection with the investment program for certain Atalaya Clients, the Firm will periodically cause the applicable Atalaya Client to enter into joint ventures with third parties, the terms of which may provide for fees (including incentive fees) to be paid to such third parties; provided that in any such instance, the

Firm will not be compensated (whether directly or indirectly) by any such joint venture party; and further provided that the Firm will typically maintain a material degree of investment decision-making rights with respect to such joint venture.

Notwithstanding the foregoing, from time to time the Firm may receive compensation from co-investors, joint venture partners or other third parties in connection with certain non-advisory activities unrelated to the Firm's activities on behalf of the Atalaya Clients. For example, the Firm or its related persons may occasionally receive compensation (i) for providing investment structuring, investment underwriting, or other related services, (ii) in connection with making one or more potential third parties aware of investment or co-investment opportunities, or (iii) for making introductions involving third parties who are not Atalaya Clients. In these instances, neither the Firm nor its related persons provide any investment advisory recommendations to such third parties with respect to such particular transactions. In addition, the Firm generally invests (either directly or through an affiliate) in each of the Atalaya Funds or any Atalaya Co-Investments (as a limited partner alongside other investors) as part of its required "GP Investing" pursuant to the governing documents of such Atalaya Funds or Atalaya Co-Investments.

From time to time, Atalaya's Clients may enter into joint venture transactions or other arrangements with individuals or entities that have business relationships with Atalaya's employees. Employees are required to report any substantive personal interactions with joint venture partners and other individuals and entities with which Atalaya Clients are known to conduct business. Such interactions are subject to review by the Chief Compliance Officer, and Atalaya has implemented internal controls necessary to ensure that any actual or potential conflicts of interest do not exert an improper influence on Atalaya's investment advisory services to its Clients.

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

The Firm has adopted a Code of Ethics (the “Code”), which (i) describes the Firm’s fiduciary duties and responsibilities to its Clients and (ii) requires that the Firm’s employees act in the best interests of its Clients, act in good faith and in an ethical manner, avoid conflicts of interest with Clients to the extent reasonably possible, and identify and manage/mitigate conflicts of interest to the extent they arise. The Firm’s employees are also required to comply with applicable provisions of the federal securities laws and make prompt reports to the Firm or other appropriate party of any actual or suspected violations of such laws by Atalaya or its employees. In addition, the Code sets forth formal policies and procedures with respect to the personal securities trading activities of Atalaya’s employees. The Code generally prohibits employees from engaging in personal trading involving securities of issuers on the Firm’s restricted list (without prior approval from the Chief Compliance Officer) and requires employees to provide duplicate brokerage accounts statements to the Firm (generally via software monitored by the Firm) and to report on certain securities transactions on at least a quarterly basis. The Code also includes policies and procedures to prevent the misuse and disclosure of material nonpublic information (“insider trading”) and other confidential information as well as policies and procedures addressing conflicts of interest, outside activities of employees, gifts and business entertainment (including limitations and reporting requirements), and pre-clearance and reporting of political contributions. Atalaya will provide a complete copy of its Code to any investor upon request to the Firm’s Chief Compliance Officer, Sabina Haq, at shaq@atalayacap.com.

From time to time, consistent with a Client’s investment objectives and subject to satisfaction of the policies and procedures set forth in the Code, the Client’s governing documents and applicable law, the Firm may recommend that a Client acquire or sell an investment in which the Firm, an Atalaya employee, or another Client has a pre-existing direct or indirect interest. A potential conflict of interest could arise from the fact that the Firm, the interested Atalaya employee or another Client could benefit from such a purchase or sale of the applicable investment by such Client. However, the Code is designed to identify and manage conflicts of interest to the extent they arise in connection with such principal or cross-trade transactions and ensure that the Firm fulfills its role as a fiduciary to each of the applicable Clients. Certain terms of the Clients’ governing documents (including, without limitation, applicable terms and conditions with respect to independent investor advisory committees) and the equity participation of Atalaya related persons in the Clients are designed to further mitigate such potential conflicts.

From time to time, the Firm may create co-investment vehicles (as previously defined, the Atalaya Co-Investments) through which Atalaya and one or more Atalaya Fund investors (and/or third parties) would invest directly in a company or credit-related transaction. These co-investment vehicles could be used to invest in a company or credit-related transaction that Atalaya has recommended to a Client. This occurs only (i) when any Client that has invested in the applicable company or credit-related transaction has reached its applicable “threshold limit” (as determined per the below) regarding the amount of that investment such Client can hold in its portfolio or (ii) with respect to prospective investments that do not

meet the investment objectives of any Atalaya Fund then open for new investment activity. For diversification and risk-management purposes, certain Atalaya Funds have a limit (set forth in the applicable governing documents of such Atalaya Funds) on the percentage of capital that may be invested in a single investment or issuer. In addition, Atalaya may also make a decision, based on its portfolio management and/or risk management discretion, not to cause such Atalaya Fund to invest up to its maximum permissible amount in such single investment or issuer. The exercise of this discretion could be viewed as a potential conflict of interest given different economics potentially earned by the Firm based upon the performance of the Atalaya Funds and Atalaya Managed Accounts.

Except as specifically set forth above (or as specifically approved by an Atalaya Client, or its applicable independent investor advisory committee), neither Atalaya nor any related person invests in the same securities that the Firm or any related person recommends to Clients.

Except as specifically set forth above (or as specifically approved by an Atalaya Client, or its applicable independent investor advisory committee), neither Atalaya, nor any related person, recommends securities to Clients, or buys or sells securities for Client accounts, at or around the same time Atalaya or such related person buys or sells securities for their own account.

Item 12 Brokerage Practices

Due to the nature of their strategies, the transactions in which the Atalaya Funds, Atalaya Managed Accounts, and Atalaya Co-Investments engage do not typically require the use of broker-dealers; however, the Firm will occasionally utilize broker-dealers in respect of transactions for those Clients (for example, a broker-dealer may be utilized to facilitate the purchase or sale of a portfolio of loans, assets or properties, to source or arrange another type of investment opportunity, or in connection with Atalaya's SPAC investment strategy). Other than as provided for in each Client's governing documents, in such instances the broker-dealer will typically act in an advisory capacity to one of the transaction parties and as such, the applicable Client will generally not transact directly with the broker-dealer.

When selecting brokers and dealers to effect portfolio transactions for one or more Clients, the Firm considers such factors as the ability of the broker or dealer to affect the transactions, the brokers' or dealers' facilities, reliability and financial responsibility and responsiveness. While Atalaya generally seeks the best combination of brokerage expenses and execution quality, the Firm need not solicit competitive bids and does not have an obligation to seek the lowest available commission cost. Accordingly, if Atalaya determines in good faith that the commissions charged by a broker are reasonable given the various other factors being considered, the relevant Client may pay commissions to such broker in an amount greater than the amount another broker might charge. Atalaya has implemented a twice per annum formal review of its best execution obligations.

Atalaya does not engage in formal soft dollar arrangements with broker-dealers. However, Atalaya may from time to time receive research from broker-dealers who also provide execution services.

Atalaya does not consider Client referrals when selecting or recommending a broker-dealer.

Atalaya does not engage in directed brokerage.

Aggregation of Trades

Due to the nature of their strategies, ACM does not, except in limited circumstances related to its SPAC investment strategy, aggregate the purchase or sale of securities for Atalaya Funds, Atalaya Managed Accounts or Atalaya Co-Investments accounts. Notwithstanding the foregoing, there may be situations when more than one Atalaya Fund, Atalaya Managed Account, or Atalaya Co-Investment ultimately participates in a given investment, and Atalaya will apply its investment allocation policy to each such situation. Due to prevailing trading activity, it is frequently not possible to receive the same price or execution on the entire volume of securities purchased or sold. When this occurs, the various prices may, at ACM's sole discretion, be averaged.

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Allocation of Investment Opportunities

Atalaya seeks to allocate investment opportunities in a manner that is fair and equitable and in the best interest of all Clients. Atalaya owes each Client a duty of loyalty and a duty to act in the Client's best interests. Accordingly, under no circumstances will Atalaya unfairly favor one Client over another (e.g., act in violation of its internal trade allocation policy).

Atalaya Funds, Atalaya Managed Accounts and Atalaya Co-Investments

In accordance with Atalaya's trade allocation policy, certain Clients will receive priority with respect to a given investment opportunity based on (i) the expected gross underwritten internal rate of return applicable to such investment, as determined by Atalaya (the "Expected IRR"), (ii) whether a Client is an Atalaya Fund (versus an Atalaya Managed Account or an Atalaya Co-Investment) and whether the Atalaya Fund is a "fund of one", (iii) whether Atalaya has discretionary investment authority with respect to such Client and (iv) in certain cases, the type (or characteristics) of an investment. The priority designation set forth in (i) above is largely due to the fact that Atalaya believes that the Expected IRR is generally indicative of the appropriateness of an investment for a given Client, in consideration of the specific Client's investment objectives, including, without limitation, return targets and risk tolerance. However, in accordance with Atalaya's trade allocation policy, the allocation of an investment opportunity may be adjusted based on relevant circumstances including, without limitation: investment objectives, strategies and restrictions; underwritten or projected returns and/or duration; portfolio and risk management strategies; tax (including tax efficiency), legal, regulatory and other considerations; asset levels and cash flow considerations; portfolio liquidity; timing and size of capital contributions and redemptions; market conditions; whether certain accounts would receive nominal or de minimis allocation amounts; portfolio concentration; participation in prior investments in the same issuer; liquidity considerations and portfolio management discretion, among others. The potential for conflicts resulting from different fee structures among the Clients is mitigated by Atalaya's trade allocation policy, which addresses (and sets forth procedures designed to ensure) the fair allocation of investment opportunities with respect to all Clients.

Certain Atalaya Funds are structured with onshore and offshore side-by-side fund vehicles. With respect to these structures, certain credit origination investments are initially entered into solely by the onshore fund vehicle (due to tax considerations) and after a period of time, applicable pro rata interests in such investments may be sold from the onshore fund vehicle to the offshore fund vehicle, in order to give the latter exposure to the investment ("season and sell transactions"). Atalaya's policies with respect to these types of transactions (including requiring a third-party appraisal and independent investor advisory board approval) are designed to allocate these investment opportunities appropriately, while complying with certain applicable structuring guidelines and considerations.

While Atalaya may enter into such investments with the reasonable expectation that a portion of the investment may ultimately be sold from the onshore fund vehicle to the offshore fund vehicle after a period of time, subject to approval by the relevant independent investor advisory board, it is important to note that such season and sell transactions would not occur if not approved by the relevant

independent investor advisory board, or if Atalaya otherwise determines that (for a variety of potential reasons) recommending such season and sell transactions is not in the best interest of both Clients at the time that the transaction is contemplated. Consequently, during the time that the investment is held solely by the onshore fund vehicle, the onshore fund vehicle assumes all downside risk, costs and expenses associated with such investment, including the risk that the investment will default and will result in a loss of invested capital, as well as the risk that the season and sell transaction, if recommended by Atalaya, will not be approved.

Additionally, to the extent that expenses allocable to Clients are incurred in connection with an originated loan expected to be recommended as a proposed season and sell transaction, and either Atalaya ultimately determines not to recommend a sale of a portion of the investment to the offshore fund vehicle, or the applicable season and sell transaction is not approved, such expenses will be borne solely by the onshore fund vehicle.

In circumstances other than the “season and sell” transactions described above, from time to time, one Atalaya Client may transact with another Atalaya Client or with a portfolio company held by another Atalaya Client, in each case conditioned upon Atalaya’s determination that such transaction is in the best interest of both Atalaya Clients and either (i) receipt of specific approval by each such Atalaya Client (or its applicable independent investor advisory committee) or (ii) compliance with the applicable offering documents of each such Atalaya Client.

Trade Errors

Atalaya Funds, Atalaya Managed Accounts and Atalaya Co-Investments

From time-to-time trade errors may occur with respect to transactions made on behalf of one or more of Atalaya Funds, Atalaya Managed Accounts and Atalaya Co-Investments. The applicable Clients bear the costs of correcting these trade errors unless they are attributable to the gross negligence of ACM or its employees.

Item 13 Review of Accounts

Atalaya Funds, Atalaya Managed Accounts and Atalaya Co-Investment

Ivan Q. Zinn, Atalaya's Chief Investment Officer, whether individually or along with one or more of the other Partners or senior personnel of the Firm, generally reviews the investments in Atalaya Funds, Atalaya Managed Accounts and Atalaya Co-Investment portfolios on a periodic basis. Additionally, these same individuals continually review the portfolios on an informal basis. Due to the relatively low turnover and long holding periods for typical investments, more frequent formal review is conducted only as necessary. The Firm does not utilize any specific criteria to trigger a review of investments at this time; provided, that Atalaya does maintain a "watch list", which serves to identify certain investments for a heightened level of review at the periodic asset management meetings described above.

Within 120 days after the Firm's fiscal year-end, audited financial statements are delivered to each investor in the Atalaya Funds and any Atalaya Co-Investment vehicles. The audited financial statements are prepared in accordance with U.S. generally accepted accounting principles by an independent public accounting firm that is registered with the Public Company Accounting Oversight Board. The Firm also sends investors unaudited capital account statements for the Atalaya Funds and any Atalaya Co-Investment vehicles after each calendar quarter-end. Such quarterly reports will include the value of such investor's interest in the applicable Atalaya Fund and any Atalaya Co-Investment vehicle, as determined based on the unaudited fair market value of the holdings in such fund, determined and set in accordance with the Firm's valuation policy.

Item 14 Client Referrals and Other Compensation

Atalaya's Clients are pooled investment vehicles, co-investment vehicles, separately managed accounts (including "funds of one"), and collateralized loan obligations to which it provides investment advisory services. Atalaya does not receive any economic benefits from non-Clients for providing advisory services to its Clients.

Atalaya does not generally compensate third parties for Client referrals, although Atalaya may engage third parties to pursue select potential investor relationships for some Atalaya Funds. Certain Atalaya Clients may incur fees to compensate placement agents who assist in obtaining subscriptions. The fees may be payable by investors, one or more of the Clients, the general partner of a Client, Atalaya or a combination thereof. Unless specifically disclosed, however, in the applicable Atalaya Client's governing documents, all such fees payable to third parties shall be borne by the Firm.

Item 15 Custody

The Firm is deemed to have custody of Client assets by virtue of the General Partners acting as general partners for the Atalaya Funds. Therefore, the Firm is subject to Rule 206(4)-2 under the Advisers Act (the "Custody Rule").

In accordance with the Custody Rule, the Firm's Chief Financial Officer (the "CFO") is responsible for ensuring that the Atalaya Clients' securities, other than certain "privately offered securities," are held only with a qualified custodian. The Firm's CFO is also responsible for arranging for annual independent audits of the Atalaya Funds by an independent accounting firm and for obtaining audited financial statements prepared in accordance with United States Generally Accepted Accounting Principles. Atalaya arranges for the delivery of such audited financial statements to investors within 120 days of the Atalaya Funds' respective fiscal year ends. Pursuant to the Custody Rule, in the event Atalaya has custody of the assets of any Atalaya Managed Account for which audited financial statements are not provided, Atalaya will arrange for the qualified custodian to send quarterly account statements directly to such managed account.

Item 16 Investment Discretion

As noted in Item 4 (“Advisory Business”) above, Atalaya has discretionary authority to manage the assets of the Atalaya Funds. This authority is conveyed pursuant to: (i) the investor’s subscription agreement, (ii) the investment management agreement between Atalaya and each Atalaya Fund, and (iii) the governing documents in connection with each Atalaya Fund. Investment decisions for each Atalaya Fund are made in accordance with the investment objectives, guidelines, restrictions and limitations set forth in each Atalaya Fund’s private placement memorandum and governing documents. Notwithstanding the foregoing, with respect to certain Atalaya Funds that are “funds of one”, Atalaya may have non-discretionary authority with respect to such Atalaya Funds, with investment recommendations being subject to the consent or approval of the relevant investor.

With respect to the Atalaya Managed Accounts, either (i) Atalaya may have discretionary authority to make all trading and investment decisions for the Atalaya Managed Accounts, or (ii) Atalaya may have non-discretionary authority with respect to such Atalaya Managed Accounts, with investment recommendations being subject to the consent or approval of the managed account-holder. As a general matter, Atalaya Clients may be permitted to impose restrictions on investing in certain securities or transactions or types of securities or transactions in an Atalaya Managed Account.

Item 17 Voting Client Securities

Atalaya has voting authority and responsibility with respect to securities held by the Atalaya Funds, and may have voting authority with respect to securities held by other Clients to the extent such authority is delegated to Atalaya in the Client's investment management agreement (or other applicable governing documents). In addition to proxy solicitations in connection with equity securities of traditional operating companies, proxy voting is also deemed to include any consent requested in matters such as bankruptcy or insolvency, covenant waivers in connection with debt, approvals regarding the restructuring of debt and other rights and remedies with respect to securities. All such decisions will be made in accordance with Atalaya's proxy voting policy adopted pursuant to Rule 206(4)-6 of the Advisers Act.

The Firm's policy is to vote proxies solely in the best interests of its Clients, in accordance with general fiduciary principles. Generally, Atalaya believes that management is best suited to make the decisions that are essential to the ongoing operation of the company. Therefore, the Firm will generally vote proxies in line with management on routine and administrative matters, unless the Firm has a particular reason to vote to the contrary. This general policy is not a predetermination, however, to vote in favor of management, as the Firm will review all applicable proxies in accordance with the general fiduciary principles noted above. Under certain circumstances when Atalaya believes that management's proposal is not designed to maximize value for its Clients, the Firm will vote against management. Particularly with respect to non-recurring or extraordinary matters, the Firm will vote on a case-by-case basis in accordance with the goals of achieving a Client's stated objectives. The Firm at times may determine that refraining from voting a proxy is in the Client's best interest, such as when the Firm's analysis of a particular proxy indicates that the cost of voting the proxy may exceed the expected benefit to the Client.

If an Atalaya employee becomes aware that a conflict (or potential conflict) exists between (or among) the interests of Atalaya and one or more of its Clients or between (or among) one or more of its Clients with respect to a proxy vote, the employee must bring the conflict to the attention of the Chief Compliance Officer who (in conjunction with senior management) will determine the appropriate course of action. If it is determined that a conflict of interest or potential conflict of interest is material, one or more methods may be used to resolve the conflict, including (i) disclosing the conflict to the Client and obtaining its consent before voting, (ii) engaging a third party to recommend a vote with respect to the proxy or (iii) such other method as is deemed appropriate under the circumstances.

Atalaya may retain a third party to assist it in coordinating and voting proxies with respect to Atalaya Client securities. If so, the Chief Compliance Officer will monitor the third party to assure that all proxies are being properly voted and appropriate records are being retained.

Clients may obtain information about how proxies were voted or a copy of the Firm's proxy voting policies by contacting the Firm's Chief Compliance Officer, Sabina Haq, at shaq@atalayacap.com.

Item 18 Financial Information

Atalaya does not require or solicit prepayment of more than \$1,200 in fees per Client, six months or more in advance.

Atalaya does not believe there are any financial conditions reasonably likely to impair its ability to meet contractual commitments to Clients.

Atalaya has not been the subject of a bankruptcy petition at any time during the past ten years.