

**PART 2A OF FORM ADV:
FIRM BROCHURE**

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This Brochure provides information about the qualifications and business practices of Farmstead Capital Management, LLC (“Farmstead”). If you have any questions about the contents of this brochure, please contact Graham Quigley at 201-493-3990 or gquigley@farmsteadcapital.com. The information in this Brochure has not been approved or verified by the United States Securities and Exchange Commission or by any state securities authority.

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

ITEM 2 – MATERIAL CHANGES

There have been no material changes made to this Brochure since Farmstead's last update, which was filed on March 30, 2023, however the Adviser has made some routine updates as well as non-material and clarifying changes to the Brochure. Farmstead recommends that you read this entire Brochure in its entirety. If Farmstead makes any material changes to this Brochure, this item will be revised to include a summary of such changes.

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ITEM 4 – ADVISORY BUSINESS

Item 4.A

Describe your advisory firm, including how long you have been in business. Identify your principal owner(s).

Founded in August 2013, Farmstead Capital Management, LLC (“Farmstead”) is a Delaware U.S.A. limited liability company and its sole owner is Farmstead LP, a Delaware, U.S.A. limited partnership. Andrew Rebak and Michael Scott indirectly own Farmstead through their ownership interests in Farmstead LP and its general partner, Farmstead GP, LLC, a Delaware, U.S.A. limited liability company. Messrs. Rebak and Scott are the managing members of Farmstead GP, LLC.

As of the date of this Brochure, Farmstead provides discretionary advisory services to certain pooled investment vehicles organized as private investment funds as follows:

- OC 530 Offshore Fund, Ltd., a Cayman Islands exempted company (the “OC Fund”)
- Burgundy 530 Offshore Fund, Ltd., a Cayman Islands exempted company (the “Burgundy Fund”)
- Farmstead TR Holdings LLC, a Delaware limited liability company (the “Farm TR Fund”)
- Farmstead Master Holdings LLC, a Delaware limited liability company (the “Farm Master Holdings Fund”)
- OC 530 TR Holdings LLC, a Delaware limited liability company (the “OC 530 TR Fund”)
- Burgundy 530 TR Holdings LLC, a Delaware limited liability company (the “Burg 530 TR Fund”)
- Farmstead Partners, LP, a Delaware limited partnership (the “Domestic Fund”); and
- Farmstead Offshore Fund, Ltd., a Cayman Islands exempted company (the “Offshore Fund”).

The Domestic Fund and the Offshore Fund will each conduct substantially all of their investment and trading activities through Farmstead Master Fund Ltd., a Cayman Islands exempted company (the “Master Fund” and together with the Domestic Fund, the Offshore Fund, the OC Fund, the Burgundy Fund, the Farm TR Fund, the Farm Master Holdings Fund, the OC 530 TR Fund and the Burg 530 TR Fund, the “Funds”).

Farmstead serves as investment manager to the Funds. Farmstead Capital GP, LLC, a Delaware U.S.A. limited liability company and an affiliate of Farmstead (the “General Partner”) serves as general partner to the Domestic Fund.

Farmstead may in the future provide discretionary investment advisory services to additional private funds and separately managed accounts (the “Managed Accounts”, and together with the Funds, the “Advisory Clients”).

Item 4.B

Describe the types of advisory services you offer. If you hold yourself out as specializing in a particular type of advisory service, such as financial planning, quantitative analysis, or market timing, explain the nature of that

service in greater detail. If you provide investment advice only with respect to limited types of investments, explain the type of investment advice you offer, and disclose that your advice is limited to those types of investments.

Farmstead provides discretionary investment advisory services to the Funds. As the investment adviser to the Funds, Farmstead may invest the Funds' portfolio in investment and non-investment grade bonds, leveraged loans, distressed products, structured credit and equity securities, on both a long and short basis. It should be noted that the Funds also may invest both long and short in U.S. or non-U.S. publicly traded or privately issued or negotiated common stocks, preferred stocks, stock warrants and rights, bank loans, trade claims, corporate debt, bonds, notes or other debentures or debt participations, convertible securities, fixed income securities, swaps, options (purchased or written), futures contracts, commodities, forward contracts and other derivative instruments, partnership interests and other securities or financial instruments including those of investment companies. Farmstead may utilize leverage in the pursuit of the investment objectives of the Funds. Farmstead may also invest in new issues of securities, provided that the Funds first comply with all of the rules and regulations pertaining to such investments, including the rules of the Financial Industry Regulatory Authority.

Each Fund's structure, investment objective and strategy is set forth in a confidential explanatory memorandum (each a "CEM") and related offering documents provided to each investor in the relevant Fund (each an "Investor").

When applicable, the investment objectives and types of investments associated with any Managed Account clients would be individually negotiated between Farmstead and the relevant Managed Account.

This Brochure generally includes information about Farmstead and its relationship with the Funds. While most of this Brochure applies to all Funds, certain information included herein applies to specific Funds only.

Item 4.C

Explain whether (and, if so, how) you tailor your advisory services to the individual needs of *clients*. Explain whether *clients* may impose restrictions on investing in certain securities or types of securities.

Farmstead neither tailors its advisory services to the individual needs of Investors nor accepts Investor-imposed investment restrictions. Farmstead has entered (and may in the future enter) into agreements, or "side letters," with certain large or strategic Investors whereby such Investors may be subject to terms and conditions that are more advantageous than those applicable to other Investors. For example, such terms and conditions may provide for lower fees or preferential liquidity, among other rights.

When deemed appropriate for a large or strategic Investor, Farmstead may in the future establish one or more separately managed accounts or private investment funds, which may (i) tailor their investment objectives to those of the specific Investor(s)/client(s) and/or (ii) be subject to different investment objectives, terms and/or fees than those of the Funds. Such investment objectives, fee arrangements and terms will be individually negotiated.

Item 4.D If you participate in *wrap fee programs* by providing portfolio management services, (1) describe the differences, if any, between how you manage wrap fee accounts and how you manage other accounts, and (2) explain that you receive a portion of the wrap fee for your services.

Farmstead does not participate in wrap fee programs.

Item 4.E If you manage *client* assets, disclose the amount of *client* assets you manage on a *discretionary basis* and the amount of *client* assets you manage on a *non-discretionary basis*. Disclose the date “as of” which you calculated the amounts.

As of December 31, 2023, Farmstead manages approximately \$402,220,987 of Advisory Client regulatory assets under management, on a discretionary basis. Farmstead does not manage any Advisory Client assets on a non-discretionary basis. As of February 29, 2024 the amount of regulatory assets under management for Farmstead is 348,777,587.

In January 2024, OC 530 TR Holdings LLC, Burgundy 530 TR Holdings LLC and Farmstead Master Holdings LLC transferred all of their investments and net assets to affiliated funds and were liquidated in full. In lieu of withdrawal proceeds the respective members of each entity received respective holding interests in the affiliated funds.

ITEM 5 – FEES AND COMPENSATION

Item 5.A Describe how you are compensated for your advisory services. Provide your fee schedule. Disclose whether the fees are negotiable.

The Funds offer interests or shares (as applicable) only to certain qualified Investors and admission in the Funds is not open to the general public. Interests or shares (as applicable) are sold only to qualified Investors who are (i) “accredited investors” under Rule 501 of Regulation D of the Securities Act of 1933, as amended, and “qualified purchasers” as such term is defined in Section 2(a)(51) of the Investment Company Act of 1940, as amended or (ii) non-US investors, in the case of the Funds that are established in the Cayman Islands. Each Fund’s offering documents contain a detailed description of the applicable Fund’s fee schedule.

It is critical that Investors refer to the relevant Fund’s governing documents for a complete understanding of how Farmstead is compensated for its advisory services.

Item 5.B Describe whether you deduct fees from *clients’* assets or bill *clients* for fees incurred. If *clients* may select either method, disclose this fact. Explain how often you bill *clients* or deduct your fees.

Farmstead deducts fees from each Fund’s assets. The fees applicable to each Fund are set forth in detail in its offering documents. A brief summary of the fees are set forth below.

With respect to the Master Fund, Domestic Fund, Offshore Fund, the Farm TR Fund and certain investors in the Farm Master Holdings Fund, Farmstead generally deducts a management fee based on the net assets of each Fund, quarterly in advance (the “Management Fee”), subject to adjustment for any subsequent intra-quarter additions or distributions.

For the Master Fund, the Farm TR Fund and the certain investors in the Farm Master Holdings Fund, Farmstead will also deduct an annual incentive allocation of net profits, if any, subject to a loss carryforward (the “Incentive Allocation”), payable to the General Partner and certain strategic Investors, if applicable. It should be noted that the Management Fee and Incentive Allocation may be calculated differently with respect to the type of interests held by Investors. When calculating the Incentive Allocation at the Master Fund level and Farm TR Fund level, net profits are reduced by the Management Fee, and all items of income, loss and expense incurred at the Fund level will be taken into account. Since the General Partner and certain strategic Investor(s) receive the Incentive Allocation at the Master Fund level and the Farm TR Fund level, no incentive fee will be paid at the Domestic Fund or Offshore Fund level.

For the OC Fund, the Burgundy Fund, the OC 530 TR Fund, the Burg 530 TR Fund and certain investors in Farm Master Holdings, Farmstead generally deducts a Management Fee based on the net assets of the respective fund, as applicable, monthly in advance, subject to adjustment for any subsequent additions or distributions. Farmstead also deducts an annual incentive fee on the net profits, if any, subject to a loss carryforward, which will be paid from the OC Fund, the Burgundy Fund, the OC 530 TR Fund, the Burg 530 TR Fund or certain investors in the Farm Master Holdings Fund, as applicable, to Farmstead (the “Incentive Fee”). When calculating this Incentive Fee, the net profits will be reduced by the Management Fee, and all items of income, loss and expense incurred will be taken into account.

All or a portion of the Management Fee and/or the Incentive Allocation/Incentive Fee may be waived, reduced or rebated with respect to the capital accounts of certain Investors, including affiliates of the General Partner or Farmstead.

It is critical that Investors refer to their respective Fund’s governing documents for a complete understanding of how fees are deducted from their assets. The information contained herein is a summary only and is qualified in its entirety by the relevant Fund’s governing documents.

Item 5.C

Describe any other types of fees or expenses *clients* may pay in connection with your advisory services, such as custodian fees or mutual fund expenses. Disclose that *clients* will incur brokerage and other transaction costs, and direct *clients* to the section(s) of your *brochure* that discuss brokerage.

The Funds pays all costs and expenses related to investments and operations, which may include:

- the Management Fee;
- Fund legal, compliance, audit and accounting expenses (including third party accounting services);
- portfolio accounting software;
- order management system expenses;

- legal fees and expenses related to sourcing, evaluating, consummating, monitoring and enforcing specific investments;
- fees and expenses of the Fund's administrator (including, but not limited to, software necessary for trade capture and portfolio management);
- fees and expenses related to various filings (or portions thereof) made in connection with managing the Fund's portfolio (including, but not limited to, Section 13 filings, Section 16 filings and Form PF and similar expenses (if applicable));
- shareholder proxy voting services;
- organizational expenses;
- investment expenses such as commissions, research fees and expenses (including research subscriptions, research-related travel and research related third-party advisers or consultants);
- portfolio valuation expenses (including data feeds and third-party valuation agents);
- interest on margin accounts and indebtedness;
- borrowing charges on securities sold short;
- custodial fees;
- bank service fees;
- Fund-related insurance costs (including D&O and E&O insurance);
- AML officer fees;
- Directors' fees and expenses; and
- any other expenses reasonably related to the purchase, sale or transmittal of Funds' assets

If any of the above expenses are incurred for more than one Fund, such expenses will be allocated among such Funds on pro rata basis in proportion to the size of the investment made by each to which such expense relates or in such other manner as Farmstead considers fair and equitable, in its sole discretion.

Farmstead bears all of its own normal and recurring operating expenses and overhead costs incurred in connection with the investment and other management services that it provides to the Funds.

Please see Item 12 of this brochure for a more detailed discussion of Farmstead's brokerage practices.

Item 5.D

If your *clients* either may or must pay your fees in advance, disclose this fact. Explain how a *client* may obtain a refund of a pre-paid fee if the advisory contract is terminated before the end of the billing period. Explain how you will determine the amount of the refund.

As noted in Item 5.B. above, with respect to the Funds, Farmstead deducts the Management Fee monthly or quarterly in advance. Investors are typically not able to withdraw or redeem from a Fund during the middle of the month. To the extent a withdrawal/redemption is made mid-quarter, the pro-rata portion of the Management Fee will be reimbursed to the withdrawing/redeeming Investor where applicable if the fee is taken quarterly.

The Directors of the Fund or the General Partner, as applicable, may waive or modify any provision relating to withdrawals/redemption for employees or

affiliates of the Farmstead, relatives of such persons, and for certain large or strategic Investors.

It is critical that Investors refer to the relevant Fund’s governing documents for a complete understanding of withdrawal/redemption terms. The information contained in this Item 5 is a summary only and is qualified in its entirety by the relevant Fund’s governing documents.

Item 5.E **If you or any of your *supervised persons* accepts compensation for the sale of securities or other investment products, including asset-based sales charges or service fees from the sale of mutual funds, disclose this fact and respond to Items 5.E.1, 5.E.2, 5.E.3 and 5.E.4.**

Not applicable to Farmstead.

Item 5.E.1 **Explain that this practice presents a conflict of interest and gives you or your *supervised persons* an incentive to recommend investment products based on the compensation received, rather than on a *client’s* needs. Describe generally how you address conflicts that arise, including your procedures for disclosing the conflicts to *clients*. If you primarily recommend mutual funds, disclose whether you will recommend “no-load” funds.**

Not applicable to Farmstead.

Item 5.E.2 **Explain that *clients* have the option to purchase investment products that you recommend through other brokers or agents that are not affiliated with you.**

Not applicable to Farmstead.

Item 5.E.3 **If more than 50% of your revenue from advisory *clients* results from commissions and other compensation for the sale of investment products you recommend to your *clients*, including asset-based distribution fees from the sale of mutual funds, disclose that commissions provide your primary or, if applicable, your exclusive compensation.**

Not applicable to Farmstead.

Item 5.E.4 **If you charge advisory fees in addition to commissions or markups, disclose whether you reduce your advisory fees to offset the commissions or markups.**

Not applicable to Farmstead.

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

If you or any of your *supervised persons* accepts *performance-based fees* – that is, fees based on a share of capital gains on or capital appreciation of the assets of a *client* (such as a *client* that is a hedge fund or other pooled investment vehicle) – disclose this fact. If you or any of your *supervised persons* manage both accounts that are charged a *performance-based fee* and accounts that are charged another type of fee, such as an hourly or flat fee or an asset-based fee, disclose this fact. Explain the conflicts of interest that you or your *supervised persons* face by managing these accounts at the same time, including that you or your *supervised persons* have an incentive to favor accounts for which you or your *supervised persons* receive a *performance-based fee*, and describe generally how you address these conflicts.

As noted in Item 5.B above, Farmstead, the General Partner and certain strategic Investor(s) receive performance-based compensation in the form of an Incentive Allocation or Incentive Fee.

Incentive based compensation may create a potential conflict of interest in that Farmstead may have the incentive to make investments that are riskier or more speculative than they would make in the absence of incentive based compensation. The incentive based compensation is calculated on a basis that includes unrealized appreciation of the assets of the relevant Funds, thus the incentive based compensation may be greater than if it were based solely on realized gains. Advisory Clients are provided with clear disclosure in the relevant agreement and/or CEM as to how incentive based compensation is charged with respect to a particular Fund and the risks associated with such incentive based compensation prior to making an investment.

ITEM 7 – TYPES OF CLIENTS

Describe the types of *clients* to whom you generally provide investment advice, such as individuals, trusts, investment companies, or pension plans. If you have any requirements for opening or maintaining an account, such as a minimum account size, disclose the requirements.

Farmstead provides investment advisory services to pooled investment vehicles operating as private investment funds. Each Investor in the private funds must meet the eligibility provisions outlined in Item 5.A above. The minimum initial subscription of each Investor for the Master Fund, the Domestic Fund, the Offshore Fund, the Farm TR Fund and the Farm Master Holdings Fund is \$5,000,000 (U.S.), subject to change at the sole discretion of the Directors of the respective private fund, Farmstead or the General Partner, but not below \$100,000 (U.S.), in the case of the Cayman Islands pooled investment vehicles, or such other amount as may be specified under the applicable law from time to time. The minimum initial subscription of each Investor for the OC Fund, the Burgundy Fund, the OC 530 TR Fund and the Burg 530 TR Fund is \$1,000,000 (U.S.), subject to change at the sole discretion of the Directors of the respective private fund, but not below \$100,000 (U.S.) or such other amount as may be specified under the applicable law from time to time.

Managed Accounts may be set up for certain large or strategic Investors at the sole discretion of Farmstead and are subject to individually negotiated terms.

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

Item 8.A

Describe the methods of analysis and investment strategies you use in formulating investment advice or managing assets. Explain that investing in securities involves risk of loss that *clients* should be prepared to bear.

The investment objective of certain of the Funds is to consistently maximize investment returns, while constantly striving to preserve client capital across investment cycles and limit correlation to the broader markets. Farmstead seeks to achieve this objective by performing rigorous fundamental analysis to identify investments that are trading above or below their intrinsic value, which have definable catalysts for value realization. The Funds may generally invest in corporate capital structures of leveraged or financially distressed companies.

Farmstead may make opportunistic investments, on both a long and short basis, in investment and non-investment grade bonds, leveraged loans, distressed products, structured credit and equity securities. Farmstead uses a credit intensive approach to identify and exploit market inefficiencies, while constantly focusing on downside risk protection. Farmstead's investment management team deploys the firm's broad experience with event catalysts and process-driven restructurings to drive its investment process. Further, Farmstead's investment approach will employ a rigorous bottom up analysis on each company, assessing a number of issues (including operating performance, industry dynamics, organizational / legal structure, and capital structure) to determine the intrinsic value of the enterprise and analyzing the various claims against that enterprise value.

Farmstead attempts to create a concentrated portfolio for certain of the Funds generally of 20 to 50 positions with asymmetric return profiles and internal idiosyncratic factors driving the return opportunity. Portfolio composition generally is diversified across industry sectors and investment themes.

Each of the Funds has broad and flexible investment authority. The Funds may have other strategies or engage in other activities than those described herein. It is critical that Investors refer to the relevant Fund's governing documents for a complete understanding of that Fund's investment objective and strategy. The information contained in this Item 8 is a summary only and is qualified in its entirety by the relevant Fund's governing documents.

An investment in the Funds may be deemed speculative and is not intended as a complete investment program. The Funds are designed only for experienced and sophisticated persons who are able to bear the risk of substantial impairment or total loss of their investment in the Funds.

Item 8.B

For each significant investment strategy or method of analysis you use, explain the material risks involved. If the method of analysis or strategy involves significant or unusual risks, discuss these risks in detail. If your primary strategy involves frequent trading of securities, explain how frequent trading can affect investment performance, particularly through increased brokerage and other transaction costs and taxes.

The following risk factors may not be applicable to all of the Funds. Investments in a Fund are speculative and involve a substantial degree of risk, including the

risk that an Investor could lose some or all of its investment in such Fund. Prospective Investors should carefully consider the risk of investing, which include, without limitation, those set forth below which are more fully described in the offering documents of each Fund. These risk factors include only those risks that Farmstead believes to be material, significant or unusual and relate to particular significant investment strategies employed by Farmstead and do not purport to be a complete list or explanation of the risks involved in an investment in a Fund.

Risk of Loss

No guarantee or representation is made that the Fund's investment program, including, without limitation, the Fund's investment objective or risk monitoring goals, will be successful. Investment results may vary substantially over time. No assurance can be made that profits will be achieved or that substantial or complete losses will not be incurred.

Investment and Trading Risk in General

Inherent in any investment in securities is the risk of losing the invested capital. Farmstead believes that the Fund's investment program and Farmstead's research techniques moderate this risk through a careful selection of securities and investment opportunities, as well as through the application of Farmstead's ongoing qualitative and quantitative risk assessment and management program. However, no guarantee or representation is made that the Fund's investment program will be successful or profitable and investment results may vary substantially over time. The Fund's investment program will utilize investment techniques such as option and derivative transactions, margin transactions, short sales, and futures and forward contracts, which can, in certain circumstances, exacerbate the adverse impact of any loss or adverse event to which the Fund may be subject.

Corporate Debt-Obligations

Farmstead may invest in corporate debt obligations (both performing and nonperforming), which are subject to the risk of an issuer's inability to meet principal and interest payments on the obligations (credit risk). Farmstead may intend to actively expose the Funds to credit risk; however, there can be no guarantee that the Funds will be successful in making the right selections and thus fully mitigate the impact of credit risk changes on the Funds.

Competitive Nature for "Relative Value" and "Event Driven" Investments

Relative value and event driven trading is extremely competitive. Competitive investment activity by other firms tends to reduce the Funds' opportunity for profit by reducing the magnitude as well as the duration of the market inefficiencies which it seeks to exploit.

Distressed Investments

Distressed investments may result in significant returns, but also involve a substantial degree of risk. The Funds may lose a substantial portion or all of its investment in a distressed environment or may be required to accept cash or securities with a value less than the Funds' investment. Among the risks inherent in investments in entities experiencing significant financial or business difficulties is the fact that it frequently may be difficult to obtain information as to the true condition of such issuers. Such investments also may be adversely affected by state and federal laws relating to, among other things, fraudulent

conveyances, voidable preferences, lender liability and the bankruptcy court's discretionary power to disallow, subordinate or disenfranchise particular claims. The market prices of such instruments are also subject to abrupt and erratic market movements and above average price volatility, and the spread between the bid and asked prices of such instruments may be greater than normally expected. In trading distressed instruments, litigation is sometimes required. Such litigation can be time-consuming and expensive and can frequently lead to unpredicted delays or losses. Moreover, to the extent that the Funds invest in distressed sovereign debt obligations, it will be subject to additional risks and considerations not present in private distressed securities, including the uncertainties involved in enforcing and collecting debt obligations against sovereign nations, which may be affected by world events, changes in U.S. foreign policy and other factors outside of the control of Farmstead.

Credit Derivatives

The market for credit derivatives is somewhat illiquid and there are considerable risks that it may be difficult to either buy or sell the contracts as needed or at reasonable prices. Sellers of credit derivatives carry the inherent price, spread and default risks of the debt instruments covered by the derivative instruments. Buyers of credit derivatives carry the risk of non-performance by the seller due to inability to pay. There are also risks with respect to credit derivatives in determining whether an event will trigger payment under the derivative and whether such payment will offset the loss or payment due under another instrument. In the past, buyers and sellers of credit derivatives have found that a trigger event in one contract may not match the trigger event in another contract, exposing the buyer or the seller to further risk.

Special Situations

Farmstead will invest in companies involved in (or the target of) acquisition attempts or tender offers or in companies involved in or undergoing work-outs, liquidations, spin-offs, reorganizations, bankruptcies or other catalytic changes or similar transactions. In any investment opportunity involving any such type of special situation, there exists the risk that the contemplated transaction either will be unsuccessful, will take considerable time or will result in a distribution of cash or a new security the value of which will be less than the purchase price to the Fund of the security or other financial instrument in respect of which such distribution is received. Similarly, if an anticipated transaction does not in fact occur, the Fund may be required to sell its investment at a loss. Because there is substantial uncertainty concerning the outcome of transactions involving financially troubled companies in which Farmstead may invest, there is a potential risk of loss by Farmstead of its entire investment in such companies. In connection with such transactions (or otherwise), Farmstead may purchase securities on a when-issued basis, which means that delivery and payment take place sometime after the date of the commitment to purchase and is often conditioned upon the occurrence of a subsequent event, such as approval and consummation of a merger, reorganization or debt restructuring. The purchase price or interest rate receivable with respect to a when-issued security can be fixed when Farmstead enters into the commitment. Such securities are subject to changes in market value prior to their delivery.

Credit Default Swap Agreements

Credit default swaps involve greater risks than if Farmstead invests in the reference obligation directly. In addition to general market risks, credit default

swaps are subject to liquidity risk and credit risk. A buyer also may lose its investment and recover nothing should no credit event occur. If a credit event were to occur, the value of the reference obligation received by the seller, coupled with the periodic payments previously received, may be less than the full notional value it pays to the buyer, resulting in a loss of value to Funds.

High Yield Securities

Farmstead will invest in "high yield" bonds and preferred securities which are rated in the lower rating categories by the various credit rating agencies (or in comparable non-rated securities). Securities in the lower rating categories are subject to greater risk of loss of principal and interest than higher-rated securities and are generally considered to be predominately speculative with respect to the issuer's capacity to pay interest and repay principal. They are also generally considered to be subject to greater risk than securities with higher ratings in the case of deterioration of general economic conditions. Because Investors generally perceive that there are greater risks associated with the lower-rated securities, the yields and prices of such securities may tend to fluctuate more than those for higher-rated securities. The market for lower-rated securities is thinner and less active than that for higher-rated securities, which can adversely affect the prices at which these securities can be sold. In addition, adverse publicity and Investor perceptions about lower-rated securities, whether or not based on fundamental analysis, may be a contributing factor in a decrease in the value and liquidity of such lower-rated securities.

Synthetic Securities

In addition to credit risks associated with holding non-investment grade loans and high yield debt securities, with respect to synthetic securities, the Funds will usually have a contractual relationship only with the counterparty of such synthetic securities, and not the Reference Obligor on the Reference Obligation. A "Reference Obligation" is the debt security or other obligation upon which the synthetic security is based. The Funds will generally have no right to directly enforce compliance by the Reference Obligor with the terms of the Reference Obligation or any rights of off-set against the Reference Obligor, or have any voting rights with respect to the Reference Obligation. The Funds will not benefit directly from the collateral supporting the Reference Obligation or have the benefit of the remedies that would normally be available to a holder of such Reference Obligation. In addition, in the event of insolvency of the counterparty, the Funds will be treated as a general creditor of such counterparty and will not have any claim with respect to the credit risk of the counterparty or the Reference Obligor. As a result, concentrations of synthetic securities in any one counterparty subject the Funds to an additional degree of risk with respect to defaults by such counterparty as well as by the Reference Obligor. Farmstead will not normally perform independent credit analyses of a counterparty or any entity guaranteeing such counterparty, individually or in the aggregate. A "Reference Obligor" is the obligor on a Reference Obligation.

Loan Participations

Farmstead will invest in corporate loans acquired through assignment or participations. In purchasing participations, Farmstead will usually have a contractual relationship only with the selling institution, and not the borrower. Farmstead generally will have no right directly to enforce compliance by the borrower with the terms of the loan agreement, nor any rights of set-off against

the borrower, nor will it have the right to object to certain changes to the loan agreement agreed to by the selling institution.

In addition, in the event of the insolvency of the selling institution, under the laws of the United States and the individual states, Farmstead may be treated as a general creditor of such selling institution and may not have any exclusive or senior claim with respect to the selling institution's interest in, or the collateral with respect to, the secured loan. Consequently, Farmstead may be subject to the credit risk of the selling institution as well as of the borrower. Certain loans or loan participations may be governed by the laws of a jurisdiction other than a United States jurisdiction, which may present additional risks with regards to the characterization under such laws of such participation in the event of the insolvency of the selling institution or the borrower.

A number of judicial decisions have upheld judgments of borrowers against lending institutions on the basis of various evolving legal theories, collectively termed "lender liability." Because of the nature of the assets in which Farmstead may invest, which may include corporate loans, Farmstead may be subject to allegations of lender liability. Farmstead cannot assure Investors that lender liability claims will not be made against the Funds or that the Funds will not be subject to significant liability if a claim of this type is made.

Interest Rate Risk

Farmstead will be subject to interest rate risk. Generally, the value of fixed income instruments will change inversely with changes in interest rates. Farmstead may attempt to minimize the exposure of the portfolios to interest rate changes through the use of interest rate swaps, interest rate futures and/or interest rate options. However, there can be no guarantee that Farmstead will be successful in fully mitigating the impact of interest rate changes on the portfolios.

Convertible Securities

As with all debt securities, the market value of convertible securities tends to decline as interest rates increase and conversely, increase as interest rates decline. Convertible securities, however, also appreciate when the underlying common stock appreciates, and conversely, depreciate when the underlying common stock depreciates.

Equities and Equity-Related Instruments

Farmstead will invest its capital in long and short positions in equities and other investments which do not produce current income. The nature of the securities to be purchased and traded by Farmstead on behalf of the Funds and the investment techniques and strategies to be employed in an effort to increase profits may increase this risk. Equity prices are directly affected by issuer-specific events, as well as general market conditions. In addition, in many countries investing in equity is subject to heightened regulatory and self-regulatory scrutiny as compared to investing in debt or other financial instruments.

Relative Value Strategy Risk

Farmstead will pursue relative value strategies by taking long positions in securities believed to be undervalued and short positions in securities believed to be overvalued. In the event that the perceived mispricings underlying the trading positions were to fail to converge toward, or were to diverge further from,

Farmstead's expectations, the Funds may incur a loss. In implementing "relative value" strategies Farmstead will seek to reduce exposure to the risk of overall market price movements but will be fully exposed to the risks of disruptions in historical price relationships, the restricted availability of credit and the obsolescence of its valuation models.

Arbitrage Transaction Risks

Arbitrage strategies attempt to take advantage of perceived price discrepancies of identical or similar financial instruments, on different markets or in different forms. If the requisite elements of an arbitrage strategy are not properly analyzed, or unexpected events or price movements intervene, losses can occur which can be magnified to the extent Farmstead is employing leverage. Moreover, arbitrage strategies often depend upon identifying favorable "spreads", which can also be identified, reduced or eliminated by other market participants.

Non-U.S. Securities

Investing in the securities outside of the United States involves certain considerations not usually associated with investing in securities of U.S. companies or the U.S. government, including political and economic considerations, such as greater risks of expropriation, nationalization, confiscatory taxation, imposition of withholding or other taxes on interest, dividends, capital gains, other income or gross sale or disposition proceeds, limitations on the removal of assets and general social, political and economic instability; the relatively small size of the securities markets in such countries and the low volume of trading, resulting in potential lack of liquidity and in price volatility; the evolving and unsophisticated laws and regulations applicable to the securities and financial services industries of certain countries; fluctuations in the rate of exchange between currencies and costs associated with currency conversion; and certain government policies that may restrict the Funds' investment opportunities. In addition, accounting and financial reporting standards that prevail outside of the U.S. generally are not as high as U.S. standards and, consequently, less information is typically available concerning companies located outside of the U.S. than for those located in the U.S. As a result, the Funds may be unable to structure its transactions to achieve the intended results or to mitigate all risks associated with such markets. It may also be difficult to enforce the Funds' rights in such markets. For example, securities traded on non-U.S. exchanges and the non-U.S. persons that trade these instruments are not subject to the jurisdiction of the SEC or the Commodity Futures Trading Commission or the securities and commodities laws and regulations of the U.S. Accordingly, the protections accorded to the Funds under such laws and regulations are unavailable for transactions on non-U.S. exchanges and with non-U.S. counterparties.

Hedging Transactions

The Fund utilizes financial instruments both for investment purposes and for risk management purposes in order to: (i) protect against possible changes in the market value of the Fund's investment portfolio resulting from fluctuations in the securities markets and changes in interest rates; (ii) protect the Fund's unrealized gains in the value of the Fund's investment portfolio; (iii) facilitate the sale of any such investments; (iv) enhance or preserve returns, spreads or gains on any investment in the Fund's portfolio; (v) hedge against a directional trade; (vi) hedge the interest rate or currency exchange rate on any of the Fund's liabilities or assets; (vii) protect against any increase in the price of any securities the Fund

anticipates purchasing at a later date; or (viii) satisfy any other purpose that Farmstead deems appropriate.

Hedging against a decline in the value of a portfolio position does not eliminate fluctuations in the values of portfolio positions or prevent losses, although hedging does typically reduce the risk of loss. On the other hand, the hedging transactions also limit the opportunity for gain if the value of a portfolio position should increase. Moreover, it should be noted that (i) Farmstead may determine not to hedge against, or may not anticipate, certain risks, (ii) the portfolio will always be exposed to certain risks that cannot be hedged and (iii) there is no guarantee that a hedge will be properly implemented, will function in the manner anticipated or will not be adversely effected by changes in the applicable law or regulation.

Derivative Financial Instruments and Techniques

Certain swaps, options and other derivative instruments may be subject to various types of risks, including market risk, liquidity risk, the risk of non-performance by the counterparty, including risks relating to the financial soundness and creditworthiness of the counterparty, legal risk and operations risk. Derivatives traded over-the-counter may not have an authoritative source of valuation and the models used to value such derivatives are subject to change. Special risks may apply in the future that cannot be determined at this time with respect to certain other derivative instruments that are not presently contemplated for use or that are currently not available.

Call Options. The seller (writer) of a call option which is covered (i.e., the writer holds the underlying security) assumes the risk of a decline in the market price of the underlying security below the purchase price of the underlying security less the premium received, and gives up the opportunity for gain on the underlying security above the exercise price of the option. The seller of an uncovered call option assumes the risk of a theoretically unlimited increase in the market price of the underlying security above the exercise price of the option. The securities necessary to satisfy the exercise of an uncovered call option may be unavailable for purchase, except at much higher prices, thereby reducing or eliminating the value of the premium. Purchasing securities to cover the exercise of an uncovered call option can cause the price of the securities to increase, thereby exacerbating the loss. The buyer of a call option assumes the risk of losing its entire premium investment in the call option.

Put Options. The seller (writer) of a put option which is covered (i.e., the writer has a short position in the underlying security) assumes the risk of an increase in the market price of the underlying security above the sales price (in establishing the short position) of the underlying security plus the premium received, and gives up the opportunity for gain on the underlying security if the market price falls below the exercise price of the option. The seller of an uncovered put option assumes the risk of a decline in the market price of the underlying security below the exercise price of the option. The buyer of a put option assumes the risk of losing its entire investment in the put option.

Index or Index Options. The value of an index or index option fluctuates with changes in the market values of the securities included in the index. Because the value of an index or index option depends upon movements in the level of the index rather than the price of a particular security, whether the Fund will realize

appreciation or depreciation from the purchase or writing of options on indices depends upon movements in the level of instrument prices in the security market generally or, in the case of certain indices, in an industry or market segment, rather than movements in the price of particular securities.

Index Futures. The price of index futures contracts may not correlate perfectly with the movement in the underlying index because of certain market distortions. First, all participants in the futures market are subject to margin deposit and maintenance requirements. Rather than meeting additional margin deposit requirements, shareholders may close futures contracts through offsetting transactions that would distort the normal relationship between the index and futures markets. Second, from the point of view of speculators, the deposit requirements in the futures market are less onerous than margin requirements in the securities market. Therefore, increased participation by speculators in the futures market also may cause price distortions. Successful use of index futures contracts by the Fund also is subject to Farmstead's ability to correctly predict movements in the direction of the market.

Swaps. Whether the Fund's use of swap agreements or swaptions will be successful will depend on Farmstead's ability to select appropriate transactions for the Fund. Swap agreements and options on swap agreements ("swaptions") can be individually negotiated and structured to include exposure to a variety of different types of investments, asset classes or market factors. Depending on their structure, swap agreements may increase or decrease the holder's exposure to, for example, equity securities, long-term or short-term interest rates, foreign currency values, credit spreads or other factors. Swap agreements can take many different forms and are known by a variety of names. Swap transactions may be highly illiquid and may increase or decrease the volatility of the Fund's portfolio. Moreover, the Fund bears the risk of loss of the amount expected to be received under a swap agreement in the event of the default or insolvency of its counterparty. The Fund will also bear the risk of loss related to swap agreements, for example, for breaches of such agreements or the failure of the Fund to post or maintain required collateral. It is possible that developments in the swap markets, including potential government regulation, could adversely affect the Fund's ability to terminate swap transactions or to realize amounts to be received under such transactions.

Futures Contracts. The value of futures contracts depends upon the price of the securities, such as commodities, underlying them. The prices of futures contracts are highly volatile, and price movements of futures contracts can be influenced by, among other things, interest rates, changing supply and demand relationships, trade, fiscal, monetary and exchange control programs and policies of governments, as well as national and international political and economic events and policies. In addition, investments in futures contracts are also subject to the risk of the failure of any of the exchanges on which the Fund's positions trade or of its clearing houses or counterparties. Futures positions may be illiquid because certain commodity exchanges limit fluctuations in certain futures contract prices during a single day by regulations referred to as "daily price fluctuation limits" or "daily limits." Under such daily limits, during a single trading day no trades may be executed at prices beyond the daily limits. Once the price of a particular futures contract has increased or decreased by an amount equal to the daily limit, positions in that contract can neither be taken nor liquidated unless traders are willing to effect trades at or within the limit. This could prevent the Fund from

promptly liquidating unfavorable positions and subject the Fund to substantial losses or prevent it from entering into desired trades. Also, low margin or premiums normally required in such trading may provide a large amount of leverage, and a relatively small change in the price of a security or contract can produce a disproportionately larger profit or loss. In extraordinary circumstances, a futures exchange or the Commodity Futures Trading Commission could suspend trading in a particular futures contract, or order liquidation or settlement of all open positions in such contract.

Forward Contracts. Banking authorities generally do not regulate trading in forward contracts. The principals who deal in the forward contract market are not required to continue to make markets in such contracts. There have been periods during which certain participants in forward markets have refused to quote prices for forward contracts or have quoted prices with an unusually wide spread between the price at which they were prepared to buy and that at which they were prepared to sell. The imposition of credit controls or price risk limitations by governmental authorities may limit such forward trading to less than that which Farmstead would otherwise recommend, to the possible detriment of the Fund. In its forward trading, the Fund will be subject to the risk of the failure of, or the inability or refusal to perform with respect to its forward contracts by, the principals with which the Fund trades. Fund assets on deposit with such principals will also generally not be protected by the same segregation requirements imposed on certain regulated brokers in respect of customer funds on deposit with them. Farmstead may order trades for the Fund in such markets through agents. Accordingly, the insolvency or bankruptcy of such parties could also subject the Fund to the risk of loss.

Contracts for Differences. Contracts for differences (“CFDs”) are privately negotiated contracts between two parties, buyer and seller, stipulating that the seller will pay to or receive from the buyer the difference between the nominal value of the underlying instrument at the opening of the contract and that instrument’s value at the end of the contract. The underlying instrument may be a single security, stock basket or index. A CFD can be set up to take either a short or long position on the underlying instrument. The buyer and seller are both required to post margin, which is adjusted daily. The buyer will also pay to the seller a financing rate on the notional amount of the capital employed by the seller less the margin deposit. A CFD is usually terminated at the buyer’s initiative. As is the case with owning any financial instrument, there is the risk of loss associated with buying a CFD. There may be liquidity risk if the underlying instrument is illiquid because the liquidity of a CFD is based on the liquidity of the underlying instrument. A further risk is that adverse movements in the underlying security will require the buyer to post additional margin. CFDs also carry counterparty risk, i.e., the risk that the counterparty to the CFD transaction may be unable or unwilling to make payments or to otherwise honor its financial obligations under the terms of the contract. If the counterparty were to do so, the value of the contract may be reduced. Entry into a CFD transaction may, in certain circumstances, require the payment of an initial margin and adverse market movements against the underlying stock may require the buyer to make additional margin payments. CFDs may be considered illiquid. To the extent that there is an imperfect correlation between the return on the Fund’s obligation to its counterparty under the CFDs and the return on related assets in its portfolio, the CFD transaction may increase the Fund’s financial risk.

Short Sales

A short sale creates the risk of a theoretically unlimited loss, in that the price of the underlying security could theoretically increase without limit, thus increasing the cost to the Funds of buying those securities to cover the short position. There can be no assurance that the Funds will be able to maintain the ability to borrow securities sold short. In such cases, the Funds can be “bought in” (i.e., forced to repurchase securities in the open market to return to the lender). There also can be no assurance that the securities necessary to cover a short position will be available for purchase at or near prices quoted in the market. Purchasing securities to close out a short position can itself cause the price of the securities to rise further, thereby exacerbating the loss. Short strategies can also be implemented synthetically through various instruments and be used with respect to indices or in the over-the-counter market and with respect to futures and other instruments. In some cases of synthetic short sales, there is no floating supply of an underlying instrument with which to cover or close out a short position and the Funds may be entirely dependent on the willingness of over-the-counter market makers to quote prices at which the synthetic short position may be unwound. There can be no assurance that such market makers will be willing to make such quotes. Short strategies can also be implemented on a leveraged basis. Lastly, even though the Funds will secure a “good borrow” of the security sold short at the time of execution, the lending institution may recall the lent security at any time, thereby forcing the Funds to purchase the security at the then-prevailing market price, which may be higher than the price at which such security was originally sold short by the Funds.

Use of Leverage

As noted in Section 4 above, Farmstead may utilize leverage. This results in Farmstead controlling substantially more assets than Farmstead has equity. The use of leverage exposes Farmstead to additional levels of risk, including (i) greater losses from investments than would otherwise have been the case had the Fund not borrowed to make the investments, (ii) margin calls or interim margin requirements which may force premature liquidations of investment positions and (iii) losses on investments where the investment fails to earn a return that equals or exceeds the cost of borrowing such funds. In the event of a sudden, precipitous drop in value of the assets, Farmstead might not be able to liquidate assets quickly enough to repay its borrowings, further magnifying its losses.

Event Driven Strategy Risk

The success of the event-driven investment strategy depends on Farmstead’s ability to make predictions about the likelihood that an event will occur and the impact such event will have on the value of a company's securities. If the event fails to occur or it does not have the effect foreseen, losses can result. Because of the inherently speculative nature of event-driven investing, the results of the Funds’ operations may be expected to fluctuate from period to period.

Small to Medium Capitalization Companies. The Fund may invest in the listed securities of companies with market capitalization which in the United States would be viewed as small and medium-sized market capitalizations, which may involve greater risk than investments in the listed securities of larger companies. Small and mid-capitalization companies may be more volatile in price and less liquid than larger capitalization companies. Many small and mid-capitalization companies tend to have less access to capital markets, less negotiating power and less diverse product offerings and customer bases. All these traits make the risk

of severe business reversals or business failure higher for many small and medium size issuers than for larger companies, which would have an adverse effect on the Fund if the Fund were holding a long position in such a company. On the other hand, small and medium capitalization companies are much more likely to be acquired at a significant premium, which could have an adverse effect on the Fund if the Fund were to short such a company.

Lack of Diversification and Concentrated Investment Strategy

Farmstead will primarily invest in securities and other financial instruments in the financial services universe and may not be widely diversified among sectors, industries, issuers, types of securities or geographic areas. Accordingly, the Funds' portfolios may be subject to more rapid change in value than would be the case if the Funds were required to maintain a wide diversification. Certain Funds may be concentrated in a small number of investments. The undiversified nature of the Fund's trading can be expected to result in increased performance volatility and risk.

Counterparty Risk

The Fund expects to establish relationships to obtain prime brokerage, derivative intermediation and financing services that permit the Fund to trade in any variety of markets or asset classes over time as well as custody its cash and investments. However, there can be no assurance that the Fund will be able to establish or maintain such relationships. An inability to establish or maintain such relationships could limit the Fund's trading activities, create losses, preclude the Fund from engaging in certain transactions or prevent the Fund from trading at optimal rates and terms. Moreover, a disruption in the prime brokerage, derivative intermediation and financing services provided by any such relationships could have a significant impact on the Fund's business and operations due to the Fund's reliance on such counterparties.

The assets of the Fund will generally be held in accounts maintained for it by its prime brokers or in accounts with other market participants, including non-U.S. sub-custodians selected by the prime brokers. The accounts generally will not be segregated, bankruptcy-remote accounts titled in the owner's name and, therefore, a failure of any broker or market participant is likely to have a greater adverse impact than if the assets, or the accounts in which they are held, were registered in the name of the Fund. In addition, because the Fund's securities generally will not be held in margin accounts, and the prime brokers will have the ability to loan those securities to other persons, the Fund's ability to recover all of its assets in the context of a bankruptcy or other failure of a prime broker may be further limited.

If there is a default by a counterparty, the Fund under most normal circumstances will have contractual remedies pursuant to the agreements related to the transaction. However, exercising such contractual rights may involve delays or costs which could result in the net asset value of the Fund being less than if the Fund had not entered into the transaction. Furthermore, there is a risk that any of such counterparties could become insolvent and/or the subject of insolvency proceedings. In such case, the recovery of the Fund's securities from such counterparty or the payment of claims therefor may be significantly delayed and the Fund may recover substantially less than the full value of the securities entrusted to such counterparty.

Cybersecurity Breaches

With the increased use of technologies such as the Internet and the dependence on computer systems to perform business and operational functions, portfolios (such as the Fund) and their service providers may be prone to operational and information security risks resulting from cyber-attacks and/or technological malfunctions. In general, cyber-attacks are deliberate, but unintentional events may have similar effects. Cyber-attacks include, among others, stealing or corrupting data maintained online or digitally, preventing legitimate users from accessing information or services on a website, releasing confidential information without authorization and causing operational disruption. Successful cyber-attacks against, or security breakdowns of, the Fund, Farmstead or a custodian, or other affiliated or third-party service provider may adversely affect the Fund or the Investors. For instance, cyber-attacks may interfere with the processing of transactions, affect the Fund's ability to calculate net asset value, cause the release of private Investor information or confidential Fund information, impede trading, cause reputational damage, and subject the Fund to regulatory fines, penalties or financial losses, reimbursement or other compensation costs and additional compliance costs. Cyber-attacks may render records of Fund assets and transactions, ownership of the Interests and other data integral to the functioning of the Fund inaccessible or inaccurate or incomplete. Each of the Fund may also incur substantial costs for cyber security risk management in order to prevent cyber incidents in the future. The Fund and Investors could be negatively impacted as a result. While Farmstead has established business continuity plans and systems designed to minimize the risk of cyber-attacks through the use of technology, processes and controls, there are inherent limitations in such plans and systems, including the possibility that certain risks have not been identified given the evolving nature of this threat. The Fund relies on third-party service providers for many of its day-to-day operations and will be subject to the risk that the protections and protocols implemented by those service providers will be ineffective to protect the Fund from cyber-attack.

Lack of Liquidity of Fund Investments

Fund assets may, at any given time, include securities and other financial instruments or obligations that are thinly-traded or for which no market exists and/or which are restricted as to their transferability under applicable securities laws. The sale of any such investments may be possible only at substantial discounts, and it may be extremely difficult to accurately value any such investments.

Illiquid Investments.

The Fund may invest in illiquid securities or other instruments, including both listed and unlisted instruments. Additionally, investments may become illiquid due to market conditions. The success of these investments is typically dependent not only upon the performance of such companies, but also upon the Farmstead's ability to engineer effective "exit strategies" in order to realize any enterprise value created or to force the companies to create liquidity opportunities. These investments may consume a substantial amount of Farmstead's time. The market prices, if any, for these securities tend to be volatile and may not be readily ascertainable, and the Fund may not be able to sell them when it desires to do so or to realize what it perceives to be their fair value in the event of a sale. The Fund may be contractually prohibited from disposing of certain of these investments for a specified period of time. The sale of restricted and/or illiquid securities often requires more time and may result in higher brokerage charges

than does the sale of more liquid securities. The limited liquidity of these investments may subject them to more extensive fluctuations in value and may impair the ability of the Fund to exit such investments in times of adversity. Companies whose securities are not publicly-traded generally will not be subject to public disclosure and other investor protection requirements applicable to publicly-traded securities. Illiquid positions also may be difficult to value and such valuation may require the exercise of substantial discretion by Farmstead.

Exposure to Material Non-Public Information.

From time to time, Farmstead may receive material non-public information in connection with investments of the Fund, with respect to an issuer of publicly traded securities. In such circumstances, the Fund may be prohibited, by law, policy or contract, including any “restricted list” maintained by the Manager, for a period of time from (i) unwinding a position in such issuer, (ii) establishing an initial position or taking any greater position in such issuer and (iii) pursuing other investment opportunities related to such issuer.

The foregoing list of risk factors does not purport to be a complete statement of the risks involved in an investment in the Funds or in the establishment of a Managed Account. Prospective Investors should read the offering materials and consult with their own advisors before deciding to invest in a Fund.

Item 8.C

If you recommend primarily a particular type of security, explain the material risks involved. If the type of security involves significant or unusual risks, discuss these risks in detail.

An investment in a Fund carries with it the inherent risks associated with investments primarily in credit and equity securities and the use of leverage and short sales. Please see Item 8.B above for a more detailed description.

ITEM 9 – DISCIPLINARY INFORMATION

If there are legal or disciplinary events that are material to a *client's* or prospective *client's* evaluation of your advisory business or the integrity of your management, disclose all material facts regarding those events.

Items 9.A, 9.B, and 9.C list specific legal and disciplinary events presumed to be material for this Item. If your advisory firm or a *management person* has been *involved* in one of these events, you must disclose it under this Item for ten years following the date of the event, unless (1) the event was resolved in your or the *management person's* favor, or was reversed, suspended or vacated, or (2) you have rebutted the presumption of materiality to determine that the event is not material (see Note below). For purposes of calculating this ten-year period, the “date” of an event is the date that the final *order*, judgment, or decree was entered, or the date that any rights of appeal from preliminary *orders*, judgments or decrees lapsed.

Items 9.A, 9.B, and 9.C do not contain an exclusive list of material disciplinary events. If your advisory firm or a *management person* has been *involved* in a legal or disciplinary event that is not listed in Items 9.A, 9.B, or 9.C, but nonetheless is material to a *client's* or prospective *client's* evaluation of your advisory business or the integrity of its management, you must disclose the event. Similarly, even if more than ten years have passed since the date of the event, you must disclose the event if it is so serious that it remains material to a *client's* or prospective *client's* evaluation.

Item 9.A **A criminal or civil action in a domestic, foreign or military court of competent jurisdiction in which your firm or a *management person***

1. **was convicted of, or pled guilty or nolo contendere (“no contest”) to (a) any *felony*; (b) a *misdemeanor* that involved investments or an *investment-related* business, fraud, false statements or omissions, wrongful taking of property, bribery, perjury, forgery, counterfeiting, or extortion; or (c) a conspiracy to commit any of these offenses;**
2. **is the named subject of a pending criminal *proceeding* that involves an *investment-related* business, fraud, false statements or omissions, wrongful taking of property, bribery, perjury, forgery, counterfeiting, extortion, or a conspiracy to commit any of these offenses;**
3. **was *found* to have been involved in a violation of an *investment-related* statute or regulation; or**
4. **was the subject of any *order*, judgment, or decree permanently or temporarily enjoining, or otherwise limiting, your firm or a *management person* from engaging in any *investment-related* activity, or from violating any *investment-related* statute, rule, or *order*.**

Not applicable to Farmstead.

Item 9.B **An administrative *proceeding* before the SEC, any other federal regulatory agency, any state regulatory agency, or any *foreign financial regulatory authority* in which your firm or a *management person***

1. was *found* to have caused an *investment-related* business to lose its authorization to do business; or
2. was *found* to have been *involved* in a violation of an *investment-related* statute or regulation and was the subject of an *order* by the agency or authority
 - (a) denying, suspending, or revoking the authorization of your firm or a *management person* to act in an *investment-related* business;
 - (b) barring or suspending your firm's or a *management person's* association with an *investment-related* business;
 - (c) otherwise significantly limiting your firm's or a *management person's investment-related* activities; or
 - (d) imposing a civil money penalty of more than \$2,500 on your firm or a *management person*.

Not applicable to Farmstead.

Item 9.C

A self-regulatory organization (SRO) proceeding in which your firm or a management person

1. was *found* to have caused an *investment-related* business to lose its authorization to do business; or
2. was *found* to have been *involved* in a violation of the *SRO's* rules and was: (i) barred or suspended from membership or from association with other members, or was expelled from membership; (ii) otherwise significantly limited from *investment-related* activities; or (iii) fined more than \$2,500.

Not applicable to Farmstead.

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

Item 10.A **If you or any of your *management persons* are registered, or have an application pending to register, as a broker-dealer or a registered representative of a broker-dealer, disclose this fact.**

Not applicable to Farmstead.

Item 10.B **If you or any of your *management persons* are registered, or have an application pending to register, as a futures commission merchant, commodity pool operator, a commodity trading advisor, or an associated person of the foregoing entities, disclose this fact.**

Not applicable to Farmstead.

Item 10.C **Describe any relationship or arrangement that is material to your advisory business or to your *clients* that you or any of your *management persons* have with any *related person* listed below. Identify the *related person* and if the relationship or arrangement creates a material conflict of interest with *clients*, describe the nature of the conflict and how you address it.**

- 1. broker-dealer, municipal securities dealer, or government securities dealer or broker**
- 2. investment company or other pooled investment vehicle (including a mutual fund, closed-end investment company, unit investment trust, private investment company or “hedge fund,” and offshore fund)**
- 3. other investment adviser or financial planner**
- 4. futures commission merchant, commodity pool operator, or commodity trading advisor**
- 5. banking or thrift institution**
- 6. accountant or accounting firm**
- 7. lawyer or law firm**
- 8. insurance company or agency**
- 9. pension consultant**
- 10. real estate broker or dealer**
- 11. sponsor or syndicator of limited partnerships**

Farmstead Capital GP LLC, a Delaware limited liability company and affiliate of Farmstead (the “General Partner”) serves as general partner to the Domestic Fund.

Farmstead and/or the General Partner has claimed an exemption from registration with the Commodity Futures Trading Commission as a commodity pool operator with respect to each Fund pursuant to Rule 4.13(a)(3) under the Commodity Exchange Act, as amended.

Farmstead, its employees, affiliates or their related persons may also invest directly in any one, some or all of the Funds.

The Chief Compliance Officer monitors the conflicts associated with such activities through enforcement of Farmstead’s Compliance Manual (which

requires reporting such outside activities) and Code of Ethics (which requires that employees place the interests of Advisory Clients ahead of their own personal interests).

Item 10.D

If you recommend or select other investment advisers for your *clients* and you receive compensation directly or indirectly from those advisers that creates a material conflict of interest, or if you have other business relationships with those advisers that create a material conflict of interest, describe these practices and discuss the material conflicts of interest these practices create and how you address them.

Not applicable to Farmstead.

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

Item 11.A

If you are an SEC-registered adviser, briefly describe your code of ethics adopted pursuant to SEC rule 204A-1 or similar state rules. Explain that you will provide a copy of your code of ethics to any *client* or prospective *client* upon request.

Farmstead's Code of Ethics (the "Code") is designed to meet the requirements of Rule 204A-1 of the Investment Advisers Act of 1940 ("Advisers Act"). The Code applies to Farmstead's access persons (which term includes all employees of Farmstead) (the "Access Persons") and sets forth a standard of business conduct that takes into account Farmstead's status as a fiduciary and requires Access Persons to place the interests of Advisory Clients and Investors above their own interests. The Code requires Access Persons to comply with applicable federal securities laws. Further, Access Persons are required to promptly bring violations of the Code to the attention of Farmstead's Chief Compliance Officer. All Access Persons are provided with a copy of the Code and are required to acknowledge receipt of the Code on at least an annual basis.

As required by Rule 204A-1 of the Advisers Act, and as further discussed in Item 11.C below, the Code also sets forth certain reporting and pre-clearance requirements with respect to personal trading by Access Persons. Access Persons must pre-clear certain transactions in reportable securities. Access Persons must also provide the Chief Compliance Officer with a list of their personal accounts and an initial holdings report within 10 days of becoming an Access Person. In addition, Access Persons must provide annual holdings reports and quarterly transaction reports in accordance with Rule 204A-1.

Further, Farmstead's Code ensures the protection of nonpublic information about the activities of the Funds. Investors or prospective Investors may obtain a copy of Farmstead's Code by contacting the Chief Compliance Officer, Graham Quigley, at gquigley@farmsteadcapital.com.

Item 11.B

If you or a *related person* recommends to *clients*, or buys or sells for *client* accounts, securities in which you or a *related person* has a material financial interest, describe your practice and discuss the conflicts of interest it presents. Describe generally how you address conflicts that arise.

Examples: (1) You or a *related person*, as principal, buys securities from (or sells securities to) your *clients*; (2) you or a *related person* acts as general partner in a partnership in which you solicit *client* investments; or (3) you or a *related person* acts as an investment adviser to an investment company that you recommend to *clients*.

As described above, Farmstead serves as the investment manager of the Funds and as such recommends interests in the Funds to prospective Investors. Farmstead (or its affiliates) have a material financial interest with respect to fees paid by Investors. Management fees are payable without regard to the overall success or income earned by the Advisory Clients and therefore may create an incentive on the part of Farmstead to raise or otherwise increase assets under management to a higher level than would be the case if Farmstead were receiving a lower or no management fee. Performance-based compensation may create an

incentive for Farmstead to make investments that are riskier or more speculative than in the absence of such performance-based compensation. Advisory Clients and Investors are provided with clear disclosure as to how performance-based compensation is charged and the risks associated with such performance-based compensation prior to making an investment.

The fact that Farmstead and certain Access Persons may each have financial ownership interests in the Funds creates a potential conflict in that it could cause Farmstead to make different investment decisions than if such parties did not have such financial ownership interests.

If permitted under applicable law, Farmstead may, on behalf of the Funds, for liquidity, portfolio rebalancing, trade allocation or other reasons, transfer securities from one Fund to another Fund (*i.e.* “cross transactions”). The terms of any such cross transactions will be commercially reasonable and will not be materially less favorable to the Funds than those available in the market. Farmstead will receive no special fees or other compensation in connection with cross transactions. Expenses incurred in a cross transaction will be allocated equitably in the sole discretion of Farmstead between the Funds that are parties to the cross transaction. Similarly, if a transaction is cancelled, any costs incurred will be allocated equitably in the sole discretion of Farmstead between the Funds that are parties to the cross transaction. To the extent that a cross trade may be viewed as a principal transaction (as such term is defined under the Investment Advisers Act of 1940, as amended (the “Advisers Act”)) due to the ownership interest in a Fund by Farmstead or its personnel, Farmstead will comply with the requirements of Section 206(3) of the Advisers Act.

Farmstead addresses these potential conflicts through regular monitoring of the Funds’ portfolios for consistency with the Funds’ objectives, strategies, and target capacity. Further, Farmstead carefully considers the risks involved in any investments and provides extensive disclosure to Investors regarding the potential risks that come with an investment in the Funds. The Code requires Access Persons to place the interests of Advisory Clients and Investors over their own or those of Farmstead, and all Access Persons are required to acknowledge their receipt and understanding of the Code. Also, as noted in Item 11.A. and 11.C, Access Persons are subject to personal securities transaction pre-clearance and holding requirements to ensure all Access Persons place the interests of the Advisory Clients above their own.

Item 11.C

If you or a *related person* invests in the same securities (or related securities, *e.g.*, warrants, options or futures) that you or a *related person* recommends to *clients*, describe your practice and discuss the conflicts of interest this presents and generally how you address the conflicts that arise in connection with personal trading.

As noted above, Farmstead’s Access Persons and related entities may have investments in the Funds. It should be noted that investments in the Funds made by such parties may not be subject to the management fee or performance based compensation described in Item 5 above.

Subject to pre-clearance requirements, Access Persons of Farmstead are permitted to make certain securities transactions in their personal accounts. This presents potential conflicts in that an employee could make improper use of information

regarding an Advisory Client's holdings, future transactions or research paid for by the Advisory Clients. For example, an Access Person could take for himself or herself an investment opportunity available to an Advisory Client.

Farmstead manages the potential conflicts of interest inherent in Access Person personal trading by rigorous enforcement of its Code, which contains strict pre-clearance and reporting guidelines for Access Persons. Specifically, Farmstead's Code requires related persons of Farmstead to obtain prior written approval from Farmstead's Chief Compliance Officer before engaging in certain transactions in their personal accounts. The Chief Compliance Officer may only approve the transaction if he concludes that the transaction would comply with the provisions of the Code and is not likely to have any adverse economic impact on the Advisory Clients.

The Chief Compliance Officer reviews each Access Person's personal transaction reports to make sure each Access Person is conducting his or her personal securities transactions in a manner that is consistent with the Code.

Farmstead also maintains policies and procedures to prevent insider trading that are designed to prevent the misuse of material, non-public information. Farmstead's personnel are required to certify on an annual basis their compliance with such policies and procedures as well as the Code.

Item 11.D

If you or a *related person* recommends securities to *clients*, or buys or sells securities for *client* accounts, at or about the same time that you or a *related person* buys or sells the same securities for your own (or the *related person's* own) account, describe your practice and discuss the conflicts of interest it presents. Describe generally how you address conflicts that arise.

Please also refer to Items 11.A, 11.B, and 11.C.

ITEM 12 – BROKERAGE PRACTICES

Item 12.A.1

Describe the factors that you consider in selecting or recommending broker-dealers for *client* transactions and determining the reasonableness of their compensation (*e.g.*, commissions).

1. **Research and Other Soft Dollar Benefits.** If you receive research or other products or services other than execution from a broker-dealer or a third party in connection with client securities transactions (“soft dollar benefits”), disclose your practices and discuss the conflicts of interest they create.
 - a. Explain that when you use *client* brokerage commissions (or markups or markdowns) to obtain research or other products or services, you receive a benefit because you do not have to produce or pay for the research, products or services.
 - b. Disclose that you may have an incentive to select or recommend a broker-dealer based on your interest in receiving the research or other products or services, rather than on your *clients’* interest in receiving most favorable execution.
 - c. If you may cause *clients* to pay commissions (or markups or markdowns) higher than those charged by other broker-dealers in return for soft dollar benefits (known as paying-up), disclose this fact.
 - d. Disclose whether you use soft dollar benefits to service all of your *clients’* accounts or only those that paid for the benefits. Disclose whether you seek to allocate soft dollar benefits to *client* accounts proportionately to the soft dollar credits the accounts generate.
 - e. Describe the types of products and services you or any of your *related persons* acquired with *client* brokerage commissions (or markups or markdowns) within your last fiscal year.
 - f. Explain the procedures you used during your last fiscal year to direct *client* transactions to a particular broker-dealer in return for soft dollar benefits you received.

Farmstead recognizes its duty to obtain “best execution” for its Advisory Clients. Consistent with such duty, in determining best execution, Farmstead may take into account the full range and quality of a broker-dealer’s services that benefit an account under management such as brokerage, research and other services. In seeking best execution, Farmstead will take into consideration the full range of broker-dealer services. Accordingly, although Farmstead’s primary consideration in placing transactions with particular broker-dealers is to obtain execution in the most effective manner possible, Farmstead also takes into account a variety of other factors, including execution and research quality; competitiveness on

pricing, the ability of the brokers and dealers to effect the transaction; the brokers' or dealers' financial stability, reputation and reliability; and the provision by the brokers of capital introduction, talent introduction, marketing assistance, consulting with respect to technology, operations and equipment and commitment of capital. As such, although Farmstead will seek competitive rates, it may not necessarily obtain the lowest possible commission rates for executing transactions. Commission rates are generally negotiable and thus selecting brokers on the basis of considerations that are not limited to the applicable commission rates may result in higher transaction costs than would otherwise be obtainable.

Further, Farmstead may, if it deems it to be in the best interest of the Funds, utilize "soft dollar" arrangements with certain brokers. Any benefits or services received by Farmstead are expected to be consistent with Section 28(e) of the Securities Exchange Act, as amended, which permits the use of "soft dollars" in certain circumstances. Research obtained by soft dollars generated by a Fund may be used by Farmstead to service accounts other than such Fund. Where research, trading or other services also assist Farmstead in performing non-investment decision-making functions, Farmstead will make reasonable allocation of the cost of the services according to its use, and use brokerage commissions to pay only for the research and/or trading-related components. Farmstead does not intend to enter into "soft dollar" arrangements for any other purposes, such as defraying its overhead expenses. When determining the appropriate commission rates to pay brokers, Farmstead takes into consideration each broker's contribution to the investment process.

The relationship with brokerage firms that provide soft dollar services to Farmstead influence Farmstead's judgment in allocating brokerage business and creates a conflict of interest in using the services of those broker-dealers to execute the Funds' brokerage transactions. It is anticipated that brokerage commissions that the Funds expect to pay to those firms, however, should not differ materially from and are not materially higher than the commissions that it pays to other firms for comparable services. Farmstead believes that these relationships will be beneficial to the Funds, but Fund trades executed through these firms or any other brokerage firm may or may not be at the best price otherwise available.

Farmstead will periodically review the execution performance of broker-dealers executing its clients' transactions to make a good faith determination that the value of research and brokerage services received is reasonable in relation to the amount of commissions paid.

Item 12.A.2

Brokerage for Client Referrals. If you consider, in selecting or recommending broker-dealers, whether you or a *related person* receives *client* referrals from a broker-dealer or third party, disclose this practice and discuss the conflicts of interest it creates.

- a. **Disclose that you may have an incentive to select or recommend a broker-dealer based on your interest in receiving *client* referrals, rather than on your *clients'* interest in receiving most favorable execution.**

- b. **Explain the procedures you used during your last fiscal year to direct *client* transactions to a particular broker-dealer in return for *client* referrals.**

Broker dealers, including firms that serve as prime brokers to the Funds may, from time to time, permit Farmstead to participate in capital introduction programs with respect to the Funds and/or recommend the Funds as an investment to clients. Portfolio transactions may be placed with firms who have made such recommendations or provided capital introduction opportunities, if otherwise consistent with seeking best execution. In no event will Farmstead select a broker or dealer as a means of remuneration for recommending the Funds or any other private fund managed by Farmstead (or an affiliate) or affording Farmstead with the opportunity to participate in capital introduction programs.

Item 12.A.3

Directed Brokerage.

- a. **If you routinely recommend, request or require that a *client* direct you to execute transactions through a specified broker-dealer, describe your practice or policy. Explain that not all advisers require their *clients* to direct brokerage. If you and the broker-dealer are affiliates or have another economic relationship that creates a material conflict of interest, describe the relationship and discuss the conflicts of interest it presents. Explain that by directing brokerage you may be unable to achieve most favorable execution of *client* transactions, and that this practice may cost *clients* more money.**
- b. **If you permit a *client* to direct brokerage, describe your practice. If applicable, explain that you may be unable to achieve most favorable execution of *client* transactions. Explain that directing brokerage may cost *clients* more money. For example, in a directed brokerage account, the *client* may pay higher brokerage commissions because you may not be able to aggregate orders to reduce transaction costs, or the *client* may receive less favorable prices.**

Farmstead has complete discretion in deciding what brokers and dealers the Advisory Clients will use and in negotiating the rates of compensation the Advisory Clients will pay. Farmstead is not committed to continue its prime brokerage relationships with any particular prime brokers for any minimum period, and Farmstead may select other or additional brokers to act as prime broker for the Advisory Clients. As outlined above, Farmstead recognizes its duty to obtain “best execution” in effecting transactions on behalf of the Advisory Clients.

Item 12.B

Discuss whether and under what conditions you aggregate the purchase or sale of securities for various *client* accounts. If you do not aggregate orders when you have the opportunity to do so, explain your practice and describe the costs to *clients* of not aggregating.

When appropriate, Farmstead may, but is not required to, aggregate Advisory Client orders to achieve more efficient execution or to provide for equitable

treatment among accounts. Advisory Clients participating in aggregated trades will generally be allocated securities based on the average price achieved for such trades.

ITEM 13 – REVIEW OF ACCOUNTS

Item 13.A **Indicate whether you periodically review *client* accounts or financial plans. If you do, describe the frequency and nature of the review, and the titles of the *supervised persons* who conduct the review.**

The Advisory Clients' portfolios will be under continuous review and their performance will be analyzed on a daily basis. It is generally the responsibility of Andrew Rebak and Michael Scott, the Portfolio Managers, to take affirmative steps to ensure that all trades in an Advisory Client account are in compliance with the laws and regulations governing each type of account, and with all Advisory Clients' investment objectives and guidelines. Other Farmstead employees may also be designated to review Advisory Client accounts and orders.

Further, Graham Quigley, in his capacity as Chief Compliance Officer, will periodically review the firm's trading and current practices to ensure consistency with applicable law and regulations.

Item 13.B **If you review *client* accounts on other than a periodic basis, describe the factors that trigger a review.**

Please see Item 13.A. The accounts will be under continuous review.

Item 13.C **Describe the content and indicate the frequency of regular reports you provide to *clients* regarding their accounts. State whether these reports are written.**

Generally, Investors will receive written monthly unaudited reports on the Funds' progress. In addition, Investors will receive annual audited financial statements.

ITEM 14 – CLIENT REFERRALS AND OTHER COMPENSATION

Item 14.A **If someone who is not a *client* provides an economic benefit to you for providing investment advice or other advisory services to your *clients*, generally describe the arrangement, explain the conflicts of interest, and describe how you address the conflicts of interest. For purposes of this Item, economic benefits include any sales awards or other prizes.**

Not applicable to Farmstead.

Item 14.B **If you or a *related person* directly or indirectly compensates any *person* who is not your *supervised person* for *client* referrals, describe the arrangement and the compensation.**

Farmstead does not currently utilize the services of outside solicitors in its marketing efforts. To the extent this policy changes in the future, and Farmstead engages solicitors for clients other than the private Funds, Farmstead will maintain copies of: (i) any written agreements with such solicitors; (ii) any client acknowledgements; and (iii) any written disclosure statements furnished by such solicitors to Farmstead's clients.

The Chief Compliance Officer must approve all proposed referral fee arrangements and will be responsible for ensuring compliance with Rule 206(4)-3 as applicable. Employees should immediately notify the Chief Compliance Officer of any proposed relationship with a solicitor.

ITEM 15 – CUSTODY

If you have *custody of client funds or securities* and a qualified custodian sends quarterly, or more frequent, account statements directly to your *clients*, explain that *clients* will receive account statements from the broker-dealer, bank or other qualified custodian and that *clients* should carefully review those statements. If your *clients* also receive account statements from you, your explanation must include a statement urging *clients* to compare the account statements they receive from the qualified custodian with those they receive from you.

Pursuant to Rule 206(4)-2 of the Advisers Act (the “Custody Rule”), Farmstead will be deemed to have custody of the Funds’ assets. Farmstead will maintain the assets of the Funds in accounts with “qualified custodians” pursuant to Rule 206(4)-2 under the Advisers Act. The qualified custodians presently utilized by Farmstead are:

Goldman, Sachs & Co.
200 West Street
New York, New York 10282
United States of America

Morgan Stanley & Co. LLC
1585 Broadway
New York, NY 10036
United States of America

Bank of New York Mellon
1 Wall Street
New York, NY 10286
United States of America

First Republic Bank
1230 Sixth Avenue
New York, NY 10001
United States of America

The Northern Trust Company
50 South LaSalle Street
Chicago, IL 60603
United States of America

In order to comply with the requirements of the Custody Rule, Farmstead will ensure that: (i) the Funds are audited annually and upon liquidation; (ii) the accounting firm conducting such audits is an independent public accountant registered with, and subject to inspection by, the Public Company Accounting Oversight Board; (iii) each such audit is conducted in accordance with U.S. Generally Accepted Accounting Principles; and (iv) the audited financial statements for the Funds are provided to Investors within 120 days of the end of each Fund’s fiscal year (or, in the case of a liquidating audit, promptly after completion of the audit). Investors should carefully review the audited financial statements of the Funds upon receipt.

Employees are strictly prohibited from acquiring custody of client assets (i.e., employees are not allowed to become trustees for client assets or obtain any power of attorney for clients separate and apart from Farmstead).

ITEM 16 – INVESTMENT DISCRETION

If you accept discretionary authority to manage securities accounts on behalf of clients, disclose this fact and describe any limitations clients may (or customarily do) place on this authority. Describe the procedures you follow before you assume this authority (e.g., execution of a power of attorney).

Farmstead has discretionary authority to manage the Funds. Farmstead is authorized to make purchase and sale decisions for the Funds. As explained in Item 4.C above, individual Investors in the Funds do not have the ability to impose limitations on Farmstead's discretionary authority. Prospective Investors are provided with an offering memorandum prior to their investment and are encouraged to carefully review the offering memorandum, along with all supplements and other relevant offering documents, and to be sure that the proposed investment is consistent with their investment goals and tolerance for risk. Prospective Investors should also consult with their legal, tax, or other advisors prior to making any investment. All Investors must execute a subscription agreement in connection with its investment in a Fund which constitutes a legal, valid and binding obligation of the Investor, enforceable in accordance with its terms. In addition, Investors in the Domestic Fund must also execute a limited partnership agreement.

ITEM 17 – VOTING CLIENT SECURITIES

Item 17.A

If you have, or will accept, authority to vote *client* securities, briefly describe your voting policies and procedures, including those adopted pursuant to SEC rule 206(4)-6. Describe whether (and, if so, how) your *clients* can direct your vote in a particular solicitation. Describe how you address conflicts of interest between you and your *clients* with respect to voting their securities. Describe how *clients* may obtain information from you about how you voted their securities. Explain to *clients* that they may obtain a copy of your proxy voting policies and procedures upon request.

Farmstead has the authority to vote proxies relating to securities of issuers in which the Funds are invested. Farmstead will determine how to vote after studying proxy materials and any other information that Farmstead deems to be relevant to its decision on how to exercise its vote. All proxies sent to Funds will be provided to the Chief Compliance Officer. Prior to voting any proxies, the Chief Compliance Officer will determine which of the Funds hold the security to which the proxy relates and whether any material conflict of interests exists between Farmstead and the Funds with respect to such proxy vote.

If a conflict is identified, the Chief Compliance Officer will then make a determination (which may be in consultation with outside legal counsel) as to whether the conflict is material or not. If the Chief Compliance Officer determines that no such material conflict of interests exists, the Chief Compliance Officer will so advise the Chief Investment Officer and Head of Research and they will make a decision on how to vote the proxy, which may be in consultation with other investment team members. If a conflict is identified and deemed “material,” the Chief Investment Officer, in consultation with the Chief Compliance Officer, will determine whether voting the proxy is in the best interests of affected Advisory Clients (which may include utilizing an independent third party to vote such proxies).

Generally, the Chief Compliance Officer will be responsible for ensuring that the proxy is voted on and submitted in a timely manner. Farmstead will keep a record of its proxy voting policies and procedures, proxy statements received, votes cast, all communications received and internal documents created that were material to voting decisions and each client request for proxy voting records and Farmstead’s response for the previous five years.

If you have any questions about Farmstead’s proxy policy, its proxy record-keeping procedures or if you would like any detailed information about how proxies are actually voted, please contact the Chief Compliance Officer, Graham Quigley, at gquigley@farmsteadcapital.com.

Item 17.B

If you do not have authority to vote *client* securities, disclose this fact. Explain whether *clients* will receive their proxies or other solicitations directly from their custodian or a transfer agent or from you, and discuss whether (and, if so, how) *clients* can contact you with questions about a particular solicitation.

Not applicable to Farmstead.

ITEM 18 – FINANCIAL INFORMATION

Item 18.A

If you require or solicit prepayment of more than \$1,200 in fees per *client*, six months or more in advance, include a balance sheet for your most recent fiscal year.

1. The balance sheet must be prepared in accordance with generally accepted accounting principles, audited by an independent public accountant, and accompanied by a note stating the principles used to prepare it, the basis of securities included, and any other explanations required for clarity.
2. Show parenthetically the market or fair value of securities included at cost.
3. Qualifications of the independent public accountant and any accompanying independent public accountant's report must conform to Article 2 of SEC Regulation S-X.

Not applicable to Farmstead.

Item 18.B

If you have *discretionary authority* or *custody* of *client* funds or securities, or you require or solicit prepayment of more than \$1,200 in fees per *client*, six months or more in advance, disclose any financial condition that is reasonably likely to impair your ability to meet contractual commitments to *clients*.

Note: With respect to Items 18.A and 18.B, if you are registered or are registering with one or more of the state securities authorities, the dollar amount reporting threshold for including the required balance sheet and for making the required financial condition disclosures is more than \$500 in fees per client, six months or more in advance.

Farmstead is not currently aware of any financial condition that is reasonably likely to impair its ability to meet contractual commitments to clients.

Item 18.C

If you have been the subject of a bankruptcy petition at any time during the past ten years, disclose this fact, the date the petition was first brought, and the current status.

Not applicable to Farmstead.