

Item 1. Cover Page

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**Part 2A of Form ADV
(The “Brochure”)**

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This Brochure provides information about the qualifications and business practices of Whitehaven Asset Management, LP (the “Adviser”). If you have any questions about the contents of this Brochure, please contact Vincent Marchisella at (203) 951-6183 or vmarchisella@whitehavenlp.com. The information in this brochure has not been approved or verified by the Securities and Exchange Commission (the “SEC”) or by any state securities authority.

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

Item 2. Material Changes

There are no material changes between this Brochure and the previous version of this Brochure, which was filed on March 29, 2023, to report. This Brochure does, however, contain clarifying changes and routine updates to certain information.

Our current and future investors are encouraged to read this Brochure, as well as all of the governing documents applicable to their current or prospective investment, in their entirety. To receive an additional current copy of this Brochure free of charge, please contact Vincent Marchisella at (203) 951-6183 or vmarchisella@whitehavenlp.com.

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Item 4. Advisory Business

The Adviser is an investment advisory firm organized as a limited partnership under the laws of the State of Delaware with its principal place of business in Greenwich, Connecticut. The Adviser commenced operations as an investment adviser in January of 2014. Scott Richman is the controlling majority owner of the Adviser and serves as Managing Partner and Chief Investment Officer (“CIO”). Paul M. Ferrarese, Senior Partner and Head of Business Development, is an additional part owner of the Adviser. Please see Form ADV Part IA, Schedule A and ADV Part IA, Schedule D Miscellaneous for additional information on the Adviser’s current ownership.

The Adviser provides discretionary investment advisory services to its clients, which include private pooled investment vehicles (the “Funds” or the “Clients”), which are intended for institutional and other sophisticated investors. The Adviser generally has broad and flexible investment authority with respect to the Clients’ investment portfolios. It provides investment advisory services to the Clients based on each Client’s specific investment objectives and strategies. The Adviser does not tailor its advisory services to the individual needs of investors in the Funds. Each Client may have investment restrictions on investing in certain securities or other assets, to the extent such securities are outside of the applicable Client’s existing investment program.

The Adviser’s current Clients include Whitehaven Credit Opportunities Fund, Ltd., Whitehaven Credit Opportunities Fund, L.P. (collectively, the “Whitehaven Funds”), and the HTE Select Fund, LP – Series I, (the “Onshore Series Feeder”). Currently, the Onshore Series Feeder is the sole vehicle utilized to facilitate co-investment opportunities and is separate from the Whitehaven Funds. The Adviser anticipates launching a master-feeder structure that will also consist of an offshore feeder (“SPC Offshore Feeder”) and a master fund (“SPC Master Fund, and together with the Onshore Series Feeder and the SPC Offshore Feeder, the “SPC Fund”) to facilitate co-investment opportunities. References herein to the SPC Fund are currently applicable to the Onshore Series Feeder and in the future, applicable to the SPC Offshore Feeder and the SPC Master Fund, collectively.

Whitehaven, from time to time, offers certain limited partners of a Whitehaven Fund (“Limited Partners”) or other investors and/or third parties (“Other Investors”), the opportunity to co-invest with a portfolio of the SPC Fund or other Clients in particular investments. Whitehaven is not obligated to arrange co-investment opportunities, and no Limited Partner will be obligated to participate in such an opportunity. Whitehaven has sole discretion as to the amount (if any) of a co-investment opportunity that will be allocated to a particular Limited Partner and may allocate co-investment opportunities instead to Other Investors. Likewise, Whitehaven and its related persons, at Whitehaven’s sole discretion, will invest in such co-investment opportunities. Whitehaven, at times, will enter into “side letter” agreements with investors giving such investors the right to participate in co-investments offered to other Limited Partners or Other Investors. The economic and other terms of any co-investment will be determined by Whitehaven in its discretion on a case-by-case basis, and Whitehaven may receive fees and/or allocations from co-investors, which may differ among co-investors and also may differ from the fees and/or allocations borne by the applicable portfolio of the SPC Fund or other Limited Partners of a Whitehaven Fund. Other terms and rights applicable to such co-investors (including without limitation, withdrawal rights, information rights, and the terms related to the particular structure of any co-investment vehicle) may also differ and have differed from the terms and rights applicable to Limited Partners of a Whitehaven Fund.

As of December 31, 2023, the Adviser had approximately \$1,440,377,960 in Client net assets under management, all of which were managed on a discretionary basis.

Item 5. Fees and Compensation

The Adviser charges certain of the Clients an investment management fee (the “Management Fee”) based on the value of the Client’s assets under management. The Management Fee is generally payable to the Adviser quarterly in advance and is at an annual rate of up to 1.75% of the value of each investor’s account as of the first day of the applicable quarter. The Management Fee will be prorated for any period that is less than a full quarter and will be adjusted for subscriptions and redemptions. Clients that pay a Management Fee in advance will be refunded a pro rata portion of the fee if the advisory relationship is terminated prior to the end of the relevant billing period. The Adviser instructs the Client’s custodian to deduct the Management Fee from the Client’s account.

In addition, the Clients are subject to an incentive fee or incentive allocation (collectively, the “Performance Fee”) of up to 20% of all income, gains and losses derived from portfolio investments. The Adviser or an affiliate of the Adviser is paid or allocated the Performance Fee. When calculating the Performance Fee, the Management Fee and all items of income, loss and expense incurred by the Client will be taken into account. Under a loss carryforward provision contained in each Client’s investment advisory agreement or other constituent document, Performance Fees will not be charged or allocated until any net losses previously allocated have been offset by subsequent net profits.

While generally not negotiable, the Adviser, in its sole discretion, has and may in the future waive or modify the Management Fee and the Performance Fee for investors that are members, employees or affiliates of the Adviser, relatives of such persons, and for certain large or strategic investors.

Certain of the Adviser’s other Clients will be charged a Management Fee and Incentive Allocation in an amount, as calculated and in the form set forth in each applicable offering materials such as a confidential private placement or offering or similar memorandum, any supplement (including any series supplement) thereto, related partnership, limited liability or similar agreement (including any memorandum of association) and any documents ancillary to the foregoing documents such as related investment management agreements, subscription agreements (all such documents, collectively, “Offering Documents”) of such Clients. It is important that each investor who is considering an investment review the applicable Client Offering Documents.

Each Client will bear its own expenses arising in connection with the operation of such Client’s or Fund’s account, as set forth in its respective investment management or other agreement with the Adviser or its affiliate. Expenses borne by each Client may differ from the expenses borne by other Clients. In certain instances, a Client may bear expenses that the Adviser has agreed to bear for one or more other Clients.

Common expenses frequently will be incurred on behalf of more than one Client. The Adviser seeks to allocate those common expenses among the Clients in a manner that is fair and reasonable over time. However, expense allocation decisions will involve potential conflicts of interest (e.g., an incentive to favor accounts that pay higher incentive fees, or conflicts relating to different expense arrangements with certain clients). The Adviser may use various methods to allocate particular expenses among the Clients depending on the circumstances (e.g., pro rata based on assets under management, relative participation in the transaction related to the expense, general amount of trading activity etc.). The determination as to the method or methods used may be based on relative use of the product or service, the nature or source of the product or service, the relative benefits derived by the Clients from the product or service, or other relevant factors. Nonetheless, investors should note that the portion of a common expense that the Adviser allocates to a Client for a particular product or service, may not reflect the relative benefit derived by that Client from that product or service in any particular instance. The Adviser’s expense allocations often depend on inherently subjective determinations and, accordingly, expense allocations made by the Adviser in good faith will be final and binding on the Clients.

Each Client will bear, or reimburse the Adviser for advancing, its own expenses, including, without limitation, the following: (i) expenses related to the research, execution and monitoring of actual and prospective investments (whether or not consummated) and the consummation of investments, including, without limitation, the following: third-party investment sourcing fees; consulting fees; expert fees; fees and expenses of and related to obtaining research, analytics and market data (including, without limitation, third-party data sources and any information technology hardware, software and data subscriptions (such as Bloomberg and FactSet) or other technology incorporated into the cost of obtaining such research and market data); due diligence expenses including, without limitation, consulting and appraisal fees; investment- and research-related travel expenses (including first and business class fares); any outsourced trading provider fees; brokerage and prime brokerage fees (see additional detail in Item 12), commissions and expenses (including the costs of negotiating, documenting and/or amending agreements with prime brokers, ISDAs and other agreements with trading and financing counterparties); expenses relating to borrowing securities to be sold short; clearing and settlement charges; custodial fees and expenses; bank service fees; interest expenses and other borrowing costs; fees and expenses of proxy research and voting services; broken deal expenses; fees and expenses of third-party professionals, including, without limitation, consultants, investment bankers, attorneys, accountants and service providers who, in each case, provide services to a Client or provide services to the Adviser or their personnel (on matters that would not have arisen but for their respective advisory relationships with a Client); expenses relating to engagement with a company irrespective of the outcome of such engagement, such as shareholder and management communication, soliciting proxies, hiring proxy advisory consultants, hosting shareholder forums, hiring public relations consultants and proposing or nominating directors or executives, including sourcing, recruiting, standby and indemnification and other expenses, regardless of whether the nomination is successful; expenses relating to public and other polling in connection with investments; and any litigation or related expenses in connection with investments, including, without limitation, relating to bankruptcy, insolvency or restructuring negotiations or proceedings involving investments; (ii) organizational fees and expenses and fees and expenses incurred in connection with the offering and sale of interests in a Client to investors (“Interests”), including, without limitation, the following: the preparation and amendment of the applicable Offering Documents, the applicable investment management agreement, and other documents and materials relating to the formation of and initial launch of a Client as a whole (the “Organizational Expenses”); and the creation of and amendment of the Interests and any documents related or ancillary thereto including but not limited to the certificate of creation of each series or subseries, each portfolio supplement as applicable, and other documents and materials relating to the launch of each portfolio; fees and expenses of the Adviser incurred in connection with “world sky” matters and private placement regimes, including the European Alternative Investment Fund Managers Directive, and Form D and blue sky and similar fees and expenses; and expenses incurred in connection with negotiating, documenting and complying with provisions of any side letter or related agreement with investors; (iii) operational expenses, including, without limitation, the following: fees and expenses relating to information technology hardware, software or other technology (including, without limitation, costs of software licensing, implementation, data management and recovery services and custom development) used to research investments, evaluate and manage risk, facilitate valuations, facilitate accounting functions, facilitate compliance with the rules of any self-regulatory organization or applicable law (including, without limitation, reporting obligations) in connection with the activities of the Client, and facilitate and manage the order execution of securities or otherwise manage a Client (such as portfolio management systems and order management systems); fees and expenses of third-party risk management products, models and services; third-party administrative fees and expenses, including fees and expenses of an administrator and any middle and/or back office service provider; fees and expenses of third-party professionals, including, without limitation, consultants, valuation service providers, attorneys, accountants and tax preparers; third-party audit and tax preparation expenses; insurance expenses, including, without limitation, premiums for cybersecurity insurance and liability insurance (including directors and officers liability insurance and errors and omission insurance) covering a Client, the Adviser

and the principals, officers, employees, managers, partners, members, affiliates or agents of any of the foregoing, and the directors of a Client (in each case, even if such insurance covers conduct for which indemnity would not be available from a Client); fees and expenses associated with director meetings and meetings of investors, including, without limitation, expenses related to the organization and conduct of such meetings (including, without limitation, travel, lodging and meal expenses), and director fees (including registration fees); costs of preparing and distributing reports and notices to investors (including the development, implementation and maintenance of an investor electronic delivery site and/or system); entity-level taxes; fees and expenses related to compliance with applicable law and regulations in connection with the activities of a Client, including, without limitation, any governmental, regulatory, licensing, filing, reporting or registration expenses, fees or taxes (including, without limitation, fees and expenses incurred in connection with the preparation and filing of Form PF, Section 13 filings, Section 16 filings and other similar regulatory filings for a Client or the Adviser or their principals on matters that would not have arisen but for their respective advisory relationships with a Client, and any filings or reporting with respect to compliance with FATCA, AEOI (each as defined herein) or similar laws enacted in other jurisdictions, as well as any foreign tax regime registrations, tax filings and associated annual fees and expenses); and any fees and expenses related to compliance with anti-money laundering laws and regulations applicable to a Client (including AML officer fees and expenses); and (iv) extraordinary expenses, including, without limitation, the following: the costs of any litigation or investigation involving the activities of a Client (including attorney's fees and investigative fees and expenses); the cost of settlements and indemnification expenses (including advances thereof) (for clarity, the Adviser is authorized to commit a Client to potential indemnity obligations towards certain counterparties entering into agreements with a Client for the provisions of services and otherwise); fees and expenses incurred in connection with any tax audit by any governmental authority, wherever located, including any U.S. federal, state or local authority, and including, without limitation, any related administrative settlement and judicial review; and fees and expenses incurred in connection with the reorganization, restructuring, termination, winding-up or dissolution of a Client.

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

As discussed in Item 5, the Adviser or a related party is paid or allocated performance-based compensation by the Clients.

The fact that the Adviser or a related party is compensated based on the Clients' profits may create an incentive for the Adviser to make investments on behalf of the Clients that are riskier or more speculative than would otherwise be the case. Also, the Adviser could be incentivized to favor Clients that pay a relatively higher Performance Fee or Management Fee. These conflicts are also applicable to the Adviser's investment personnel because they are typically compensated on a basis that includes a performance-based component.

To mitigate these conflicts, the Adviser has implemented a trade allocation policy and has implemented controls to review investments for compliance with Clients' investment guidelines and restrictions and to review the performance of Clients with similar investment objectives.

Item 7. Types of Clients

As described in Item 4, the Adviser's Clients are private investment funds suitable for institutional and other sophisticated investors. Any initial and additional subscription minimums for investors are disclosed in a Client's Offering Documents.

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

As discussed in Item 4, the Adviser retains broad flexibility to invest on behalf of its Clients, as set forth in the respective Offering Documents. Nonetheless, the Adviser generally employs a fundamentally driven investing approach that is focused on credit markets. The Adviser uses a broad set of research tools in constructing its investment portfolios and generally invests in municipal securities as well as derivatives and sovereign fixed income securities. The Adviser seeks to mitigate the impact of interest rate movements on the Clients' portfolios.

The Adviser's investment strategies primarily involve trading in credit markets by focusing on municipal securities, but the Adviser may also trade equity, debt, commodities, futures, forwards and other derivatives globally, both long and short, of public and private issuers. The Adviser may hedge positions in a Client's portfolio, and it will generally use leverage.

This strategy is highly speculative and is not intended as a complete investment program. It is designed only for sophisticated persons who can bear the risk of the loss of their entire investment and who have a limited need for liquidity. The Adviser can give no assurance that its investment strategy will achieve its investment objective. Prospective investors should speak with their legal, tax, and financial advisors prior to making an investment in a Fund.

The following summary identifies certain of the material risks related to the Adviser's investment strategy and should be carefully evaluated before making an investment with the Adviser. The following does not intend to identify all possible risks of an investment with the Adviser or provide a full description of the identified risks, and any client, investor or prospective client or investor should closely review the applicable Offering Documents with respect to, among other things, the terms, conditions and risks of investing:

Investment and Trading Risks. All investments risk the loss of capital. The Adviser believes that each Client's (as defined in applicable Offering Documents) investment program and the Adviser's research techniques will moderate this risk through a careful selection of securities and other financial instruments. However, no guarantee or representation is made that a Client's investment program will be successful or that the Client will not incur losses. Each Client's investment program will likely utilize investment techniques which in practice can, in certain circumstances, increase the adverse impact to which the Client may be subject. In certain transactions, a Client will not be "hedged" (or fully hedged) against market fluctuations (or other risks) or, in reorganization or liquidation situations, will likely not accurately value the assets of the subject issuer or the degree of legal and regulatory risk associated with investments in the securities of issuers in such situations. This can result in losses, even if the proposed transaction is consummated. The Adviser will attempt to assess the foregoing risk factors, and others, in determining the extent of the position it will take in the relevant securities and other financial instruments and the price it is willing to pay for such securities or instruments. However, such risks cannot be eliminated.

Investment Analysis. When assessing investment opportunities, the Adviser relies on resources that will likely have limited or incomplete information. In particular, the Adviser relies on publicly available information and data filed with various government regulators or made directly available to the Adviser by the issuers of securities or through sources other than the issuers. Although the Adviser expects that it will evaluate information and data as it deems appropriate and will seek independent corroboration when reasonably available, the Adviser will not evaluate all publicly available information and data and is not in a position to confirm the completeness, genuineness or accuracy of the information and data that it evaluates. As a result, there can be no assurance that the due diligence exercise carried out by the Adviser will reveal or highlight all relevant facts that may be necessary or helpful in evaluating investment opportunities. Any failure to have identified the relevant facts will likely result in an inappropriate

investment decision, which will likely have a material adverse effect on the value of any investment of a Client.

Concentration of Investments. Subject to any limitations that may be set forth in applicable Offering Documents, certain Clients, including those that are organized as multi-series partnerships and segregated portfolio companies, are not restricted in the amount of capital that they may commit to any issuer, security, industry sector or geographic region, and at times such Clients will likely hold a relatively large concentration in a limited number of issuers, securities, industry sectors and/or geographic regions. Losses incurred in connection with those investments could have a material adverse effect on such Client's overall financial condition. This is because the value of the Client's investments will be more susceptible to any single occurrence affecting one or more of those issuers, securities, industry sectors or geographic regions than would be the case with a more diversified investment portfolio. Moreover, the objective and investment program of a such Clients may be to invest in a single financial instrument of a single issuer as may be set forth in the Offering Documents. In such event, any losses incurred in connection with such single issuer or instrument could have a material adverse effect on the financial condition of the applicable Client.

Nature of Investments. The Adviser has broad discretion in making investments for Clients. Investments will generally consist of credit securities and other assets that will likely be affected by business, financial, market or legal uncertainties. There can be no assurance that the Adviser will correctly evaluate the nature and magnitude of the various factors that could affect the value of and return on investments. Prices of investments are volatile, and a variety of factors that are inherently difficult to predict, such as domestic or international economic and political developments, will significantly affect the results of a Client's activities and the value of its investments. In addition, the value of a Client's portfolio will likely fluctuate as the general level of interest rates fluctuates. No guarantee or representation is made that a Client's investment objective will be achieved.

Market Risks. The profitability of a significant portion of a Client's investment program depends to a great extent upon correctly assessing the possible future course of the price movements of securities and other investments. There can be no assurance that the Adviser will be able to predict accurately these price movements. Although the Adviser will at times attempt to mitigate market risk, there is always some, and occasionally a significant, degree of market risk.

Credit Risk. The Clients' strategies include the purchase of municipal bonds and will likely include investment grade bonds and high-yield bonds, including those for which there is available credit protection via CDS, CDS baskets, shorting various exchange traded funds or other instruments. Although a Client will at times seek to hedge a portion of the perceived vulnerable credit exposure relating to these bond positions, it will not always do so or be able to do so and such hedges may not always be effective. Accordingly, there will always be some and sometimes significant amounts of credit risk to municipal bonds, investment grade and high-yield bonds in each Client's portfolio.

Debt Securities. Clients will at times take positions in debt securities which rank junior to other outstanding securities and obligations of the issuer, all or a significant portion of which may be secured on substantially all of that issuer's assets. Such positions in debt securities will likely not be protected by financial covenants or limitations on additional indebtedness. A Client will likely invest in securities which are moral obligations of issuers or subject to appropriations, and therefore will be subject to credit and liquidity risks.

Municipal Market and Tax Reform. As a Client purchases debt securities of municipal issuers, changes or proposed changes in federal tax laws could impact the value of those securities. Of particular concern would be large changes in marginal income tax rates or the elimination of the tax preference for municipal interest income versus currently taxable interest income. Also, the failure or possible failure of such debt issuances to qualify for tax-exempt treatment will likely cause the prices of such municipal securities to decline,

possibly adversely affecting the value of the Client's portfolio. In addition, the municipal market is a fragmented market that is very technically driven. There can be regional variations in economic conditions or supply-demand technicals. Tax-exempt municipal bonds essentially cannot be shorted, and any interest or other expenses incurred for their purchase cannot be deducted. What is issued by municipalities must be held by beneficial owners for their interest to be treated as tax-exempt. The municipal market is also still predominantly a retail buyer driven market. For these reasons, it is subject to very different supply-demand technicals than corporate markets. Public information in the municipal market is also less available than in other markets, potentially increasing the difficulty of evaluating and valuing securities. Some municipal bonds expected to be held by Clients will be secured by payments to be made by private companies and changes in market conditions affecting such bonds, including the downgrade of a private company obligated to make such payments will likely have a negative impact on the value of Client holdings, the municipal market generally, or a Client's performance.

Sovereign Debt. The Clients utilize sovereign debt and derivative instruments (including swaps and CDS indices) on sovereign debt instruments. The issuers of sovereign debt or the governmental authorities that control the repayment of the debt are sometimes unable or unwilling to repay principal or interest when due, and a Client will have limited recourse in the event of a default. A sovereign debtor's willingness or ability to repay principal and pay interest in a timely manner will be affected by, among other factors, its cash flow situation, the extent of its foreign currency reserves, the availability of sufficient foreign exchange on the date a payment is due, the sovereign debtor's policy toward international lenders and the political constraints to which a sovereign debtor may be subject. Furthermore, such entities are generally entitled to claim sovereign immunity from any claims made against them should they default on any of their obligations under such loans. This will likely hinder, or prevent entirely, the recovery of any loss suffered as a result of such default.

Fixed Income Securities. A Client will trade in bonds and other fixed income securities of U.S. and non-U.S. issuers, including, without limitation, bonds, notes and debentures issued by corporations, or debt securities issued or guaranteed by a sovereign government or one of its agencies or instrumentalities. Fixed income securities pay fixed, variable or floating rates of interest. The value of fixed income securities will change in response to fluctuations in interest rates. In addition, the value of certain fixed income securities can fluctuate in response to perceptions of credit worthiness, political stability or soundness of economic policies. Fixed income securities are subject to the risk of the issuer's inability to meet principal and interest payments on its obligations (i.e., credit risk) and are subject to price volatility due to such factors as interest rate sensitivity, market perception of the creditworthiness of the issuer and general market liquidity (i.e., market risk). A Client may trade in fixed-income securities which are not protected by financial covenants or limitations on additional indebtedness. In addition, evaluating credit risk for foreign debt involves greater uncertainty because credit rating agencies throughout the world have different standards, making comparisons across countries difficult.

U.S. Government Securities. The Clients utilize U.S. Government securities. Generally, these securities include U.S. Treasury obligations and obligations issued or guaranteed by U.S. Government agencies, instrumentalities or sponsored enterprises. U.S. Government securities also include Treasury receipts and other stripped U.S. Government securities, where the interest and principal components of stripped U.S. Government securities are traded independently. These securities are subject to market and interest rate risk. A Client will at times also utilize zero coupon U.S. Treasury securities and in zero coupon securities issued by financial institutions, which represent a proportionate interest in underlying U.S. Treasury securities. A zero coupon security pays no interest to its holder during its life, and its value consists of the difference between its face value at maturity and its cost. The market prices of zero coupon securities generally are more volatile than the market prices of securities that pay interest periodically.

Interest Rate Risk. The Clients are subject to interest rate risk. A Client will attempt to minimize the exposure of its portfolio to interest rate changes through the use of U.S. Treasuries, interest rate swaps, interest rate futures, interest rate options and/or other hedging strategies. However, there can be no guarantee that the Adviser will be successful in fully mitigating the impact of interest rate changes on the portfolios. Generally, the value of fixed income instruments will change inversely with changes in interest rates. As interest rates rise, the market value of fixed income instruments tends to decrease. Conversely, as interest rates fall, the market value of fixed income instruments tends to increase. This risk may be greater for long-term securities than for short-term securities.

Repurchase Agreements and Reverse Repurchase Agreements. The Clients will utilize repurchase agreements in their trading. Under a repurchase agreement, a Client will sell a security to a counterparty and simultaneously agree to repurchase the security back from the counterparty at an agreed upon price and date, with the difference between the sale price and the repurchase price establishing the cost of the transaction to the Client. Repurchase agreements essentially constitute a form of borrowing secured by collateral in the form of securities and will have the effect of leveraging the Client's assets. These agreements may be entered into on an overnight, specified term or open-ended basis. The Clients will also enter into reverse repurchase agreements. Under a reverse repurchase agreement, a Client will purchase a security from a counterparty and simultaneously agree to resell the security back to the counterparty at an agreed upon price and date, with the difference between the purchase price and the resale price establishing the Client's return. Reverse repurchase agreements involve certain risks. If the seller of securities under a reverse repurchase agreement defaults on its obligation to repurchase the underlying securities, as a result of its bankruptcy or otherwise, the Client will seek to dispose of such securities, which action could involve costs or delays. If the seller becomes insolvent and subject to liquidation or reorganization under applicable bankruptcy or other laws, the Client's ability to dispose of the underlying securities will likely be restricted. If the seller fails to repurchase the securities, the Client will likely suffer a loss to the extent proceeds from the sale of the underlying securities are less than the repurchase price.

Tender Option Bond Transaction Risk. A Client may enter into tender option bond transactions in which it may sell a municipal security to a broker, which, in turn deposits the bond into a trust, sponsored by the broker (the "Trust"). The Client receives cash and a residual interest security (sometimes referred to as "inverse floaters") issued by the Trust in return. The Trust simultaneously issues securities, which pay an interest rate that is reset periodically (e.g., each week) based on an index of high-grade short-term demand notes. These securities, sometimes referred to as "floaters", are bought by third parties, including tax-exempt money market funds, and can be tendered by these holders to a liquidity provider at par, unless certain events occur. Under certain circumstances, the Trust may be terminated or collapsed, either by the Client or upon the occurrence of certain events, such as a downgrade in the credit quality of the underlying bond or in the event the floater securities are tendered to the liquidity provider. The Client continues to earn all the interest from the transferred bond less the amount of interest paid on the floaters and the expenses of the Trust, which include payments to the trustee and the liquidity provider and organizational costs. The Client receives cash from the transaction, which involves leverage risk.

Credit Default Swaps. The buyer of a credit default contract is obligated to pay the seller a periodic stream of payments over the term of the contract in return for a contingent payment upon the occurrence of a credit event with respect to an underlying reference obligation or entity. Generally, a credit event means bankruptcy, failure to pay, cross default/acceleration, obligation acceleration, repudiation/moratorium, restructuring, or rating decline. A Client may be either the buyer or seller in a transaction. If the Client is a buyer and no credit event occurs, the Client will have made fixed payments and received nothing. However, if a credit event occurs, the Client, as a buyer, typically will receive full notional value for a reference obligation that may have little or no value. As a seller, the Client receives a fixed rate of income throughout the term of the contract, which typically is between one month and five years, provided that no

credit event occurs. If a credit event occurs, the seller may pay the buyer the full notional value of the reference obligation which may have little or no value.

In addition to general market risks, many CDS are subject to liquidity risk and counterparty credit risk. Some swap contracts may not be traded on exchanges and are not otherwise regulated, and as a consequence, investors in such contracts do not benefit from regulatory protections. The selling of CDS involves greater risks than if the Client had invested in the reference obligation directly. 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. The buyer of CDS will incur a loss if the seller fails to perform on its obligation should a credit event occur. In certain circumstances, the buyer can receive the notional value of a CDS only by delivering a physical security to the seller and is at risk if the deliverable security is unavailable or illiquid.

Derivatives Generally. Derivative instruments, or “derivatives,” include options, futures, swaps, structured securities and other instruments and contracts that are derived from, or the value of which is related to, one or more underlying securities, financial benchmarks, financial assets, currencies or indices. Derivatives allow an investor to hedge or speculate upon the price movements of a particular security, financial benchmark, financial asset, currency or index at a fraction of the cost of investing in the underlying asset. A Client will seek to acquire derivatives for these or other reasons, however, there is no assurance that derivatives that the Client wishes to acquire will be available at any particular times upon satisfactory terms or at all.

The value of a derivative is frequently difficult to determine and depends largely upon price movements in the underlying asset. Therefore, many of the risks applicable to trading the underlying asset are also applicable to derivatives of such asset. However, there are a number of other risks associated with derivatives trading. For example, because many derivatives are “leveraged,” and thus provide significantly more market exposure than the money paid or deposited when the transaction is entered into, a relatively small adverse market movement can not only result in the loss of the entire investment, but will also expose a Client to the possibility of a loss exceeding the original amount invested. Over-the-counter (“OTC”) derivatives generally are not assignable except by agreement between the parties concerned, and no party or purchaser has any obligation to permit such assignments. The OTC market for derivatives is relatively illiquid. In the case of OTC derivatives contracts, a Client will be subject to the credit risk of the counterparty.

The Dodd-Frank Wall Street Reform and Consumer Protection Act (the “Dodd-Frank Act”) enables the U.S. Commodity Futures Trading Commission (the “CFTC”) and the SEC to enact new regulations on certain OTC derivatives. Under the Dodd-Frank Act and rules promulgated thereunder, certain OTC derivatives contracts are required to be traded on regulated trading platforms and cleared through registered clearing organizations subject to regulation by the SEC and the CFTC. Such contracts are traded more like futures and options contracts and parties to such transactions will trade standardized contracts and will face clearing organizations as contractual counterparties, rather than facing the credit risk of counterparties under individually negotiated bilateral OTC agreements.

In addition, swap dealers and major swap participants (entities that are not swap dealers, but are subject to rules governing dealers due to their levels of activity and exposure) are subject to regulatory oversight and requirements with respect to OTC derivatives, which will include business conduct requirements, such as know-your-customer rules, increased risk disclosure and rules requiring trades to be documented and confirmed within certain timeframes. Derivative contracts, whether cleared or uncleared, will have to be reported to trade data repositories registered with the CFTC and/or the SEC.

While the CFTC has finalized the majority of its required rulemakings under the Dodd-Frank Act, there are still a number of rules that have not been finalized by the SEC. As a result, the effect that the foregoing regulatory changes will have on the price of derivative contracts, liquidity and administrative costs, among other things, remains unclear.

In addition, there is speculation that some or all of the Dodd-Frank Act may be repealed and/or changed. Depending upon such changes, there may be significant differences in the future with respect to the risks associated with derivatives trading. The impact of any such changes is currently unknown, and none of the Adviser or any Client undertakes to update investors in any Client upon such changes or upon finalization of any CFTC or SEC regulations promulgated under the Dodd-Frank Act.

Credit Derivatives. Credit derivatives are contracts that transfer price, spread and/or default risks of debt and other instruments from one party to another. Such instruments may include one or more debtors. Payments under credit derivatives may be made during the exercise period of the contracts. Payments under many credit derivatives are triggered by credit events such as bankruptcy, default, restructuring, failure to pay, cross default or acceleration, etc. Such payments may be for notional amounts, actual losses or amounts determined by formula.

The market for credit derivatives can be somewhat illiquid and there are considerable risks that it will 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.

Derivative transactions expose the parties to the risk of counterparty default. It is expected that all securities and other assets deposited with custodians or brokers will be clearly identified as being assets (directly or indirectly) of a Client, and hence the Client should not be exposed to a credit risk with regard to such parties. However, it is not always possible to achieve this segregation, and there may be practical or timing-related problems associated with enforcing rights to its assets in the case of an insolvency of any such party.

Investment Grade Loans and Bonds. The Clients will invest in investment grade loans and bonds. Investment grade securities typically do not contain significant covenants or other restrictions on the ability of the issuers to engage in certain activities which can lead to deterioration in their credit quality. Such activities can include the declaration of dividends, the spin-off of substantial corporate assets, increases in corporate leverage for any purpose and engaging in mergers and acquisitions, whether as a buyer or a seller. Such activities can lead to sudden changes in the credit profile of such issuers and consequently to downgrades of their credit ratings. In addition, a deterioration of an issuer's operating performance, competitive position or outlook for any reason can also lead to negative rating agency actions. These factors and others can ultimately lead to reduced prices for an issuer's securities in the markets and losses for the Client.

"High Yield" Securities. A Client will at times invest in "higher yielding" (and, therefore, higher risk) debt securities. Such securities are generally considered to be below "investment grade" and face ongoing uncertainties and exposure to adverse business, financial or economic conditions which could lead to the issuer's inability to meet timely interest and principal payments. In certain periods, there will likely be little or no liquidity in markets for these securities. Furthermore, it is likely that a major economic recession or financial crisis will have a materially adverse impact on the value of such securities. High yield securities have historically experienced greater default rates than has been the case for investment grade securities.

The market values of certain of these lower rated debt securities tend to reflect individual corporate developments to a greater extent than do higher rated securities, which react primarily to fluctuations in the general level of interest rates. The markets for high yield securities tend to be more volatile, less liquid and less active than those for higher-rated securities, which can adversely affect the price at which these securities can be sold and may make it impractical or impossible to sell such securities at times of market dislocation. In addition, adverse publicity and investor perceptions, whether or not based on fundamental analysis, will also decrease the value and liquidity of these securities.

Corporate Debt Obligations. The Clients will at times invest in corporate debt obligations, including commercial paper. Corporate debt obligations are subject to the risk of an issuer's inability to meet principal and interest payments on the obligations (credit risk). The Adviser may intend to actively expose the Client to credit risk. However, there can be no guarantee that the Client will be successful in making the right selections and thus fully mitigate the impact of credit risk changes on the Client.

Loans. The Clients will at times invest in municipal or corporate secured or unsecured loans. In the event of the insolvency of the selling institution, under the laws of the United States and the states thereof, a Client 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, the Client may be subject to the credit risk of the selling institution as well as of the borrower. Certain of the secured loans may be governed by the law of a jurisdiction other than a United States jurisdiction which may present additional risks in the event of the insolvency of the selling institution or the borrower.

Asset-Backed Securities. Asset-backed securities are subject to interest rate risk and, to a lesser degree, prepayment risk. Asset-backed securities are subject to additional risks in that, unlike mortgage-backed securities, asset-backed securities generally do not have the benefit of a security interest in the related collateral. Each type of asset-backed security also entails unique risks depending on the type of assets involved and the legal structure used. For example, credit card receivables are generally unsecured, and the debtors are entitled to the protection of a number of state and federal consumer credit laws, many of which give debtors the right to set off certain amounts owed on the credit cards, thereby reducing the balance due. Asset-backed securities typically experience credit risk. For example, there is an increasing supply of subordinated securities rated lower than AA (down to B or first loss) and senior securities that may be rated lower than AAA, as well. There is also the possibility that recoveries on repossessed collateral will not, in some cases, be available to support payments on these securities because of the inability to perfect a security interest in such collateral.

Convertible Securities. A Client may invest in convertible securities. The market value of convertible securities, as with all fixed income securities, tends to decline as interest rates increase and, conversely, tends to increase as interest rates decline. However, when the market price of the common stock underlying a convertible security exceeds the conversion price, the convertible security tends to reflect the market price of the underlying common stock. As the market price of the underlying common stock declines, the convertible security tends to trade increasingly on a yield basis and thus, may not decline in price to the same extent as the underlying common stock. If a convertible security held by a Client is called for redemption, the Client will be required to permit the issuer to redeem the security, convert it into the underlying stock or sell it to a third party. Any of these actions could have an adverse effect on a Client's ability to achieve its objective.

Distressed Investments. The Clients will at times invest in debt and equity securities, accounts and notes payable, loans, private claims and other financial instruments and obligations of troubled municipalities or companies which may result in significant returns to the Clients, but which involve a substantial degree of risk. A Client may lose its entire investment in a troubled company, may be required to accept cash or

securities with a value less than the Client's investment and may be prohibited from exercising certain rights with respect to such investment. Troubled company investments may not show any returns for a considerable period of time. Funding a plan of reorganization involves additional risks, including risks associated with equity ownership in the reorganized entity. Troubled company investments 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. Investments in securities and private claims of troubled companies made in connection with an attempt to influence a restructuring proposal or plan of reorganization in a bankruptcy case may also involve substantial litigation.

A Client will at times have investments in municipals or companies involved in (or the target of) acquisition attempts or tender offers or companies involved in work-outs, liquidations, spin-offs, reorganizations, bankruptcies and similar transactions. In any investment opportunity involving any such type of business enterprise, there exists the risk that the transaction in which such business enterprise is involved will be unsuccessful, take considerable time or result in a distribution of cash or a new security the value of which will be less than the purchase price to the Client 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 Client may be required to sell its investment at a loss. Due to the substantial uncertainty concerning the outcome of transactions involving financially troubled companies in which the Client may invest, there is a potential risk of loss by the Client of its entire investment in such companies.

Leverage. The Adviser uses leverage as part of a Client's investment program and the amount of leverage which a Client may have outstanding at any time may be substantial in relation to its capital. Leverage may be obtained by borrowing funds to make trades or by purchasing or entering into derivative instruments that are inherently leveraged, such as swaps, options, futures and forward contracts. If the interest expense on borrowings were to exceed the net return on the positions acquired with borrowed funds, a Client's use of leverage would result in a lower rate of return than if the Client were not leveraged. If the amount of borrowings which a Client may have outstanding at any one time is large in relation to its capital, fluctuations in the market value of the Client's investments will have a disproportionately large effect in relation to its capital and the possibilities for profit and the risk of loss will therefore be increased. Any gains made with the additional monies borrowed will generally cause the value of the Client's assets to rise more rapidly than would otherwise be the case. Conversely, if the investment performance of the additional monies fails to cover their cost to the Client, the value of the Client's assets will generally decline faster than would otherwise be the case. The amount of any borrowing may also be limited by regulations imposed by the Federal Reserve Board or by the availability and cost of credit, as well as due to overall market conditions. If, due to market fluctuations or other reasons, the value of a Client's assets should fall below required regulatory or counterparty imposed levels, the Client will be required to reduce its debt by selling securities in its long portfolio. A Client may also be unable to carry-out its investment program if it is not able to obtain leverage on reasonable terms.

In the case of derivative instruments, because many derivatives are "leveraged," such instruments provide significantly more market exposure than the money paid or deposited when the transaction is entered into and, thus, a relatively small adverse market movement can not only result in the loss of the entire investment, but may also expose a Client to the possibility of a loss exceeding the original amount invested. In addition, in transactions involving derivative instruments, counterparties and lenders will likely require a Client to post collateral to support its obligations. Should the securities and other assets pledged as collateral decline in value, or should brokers increase their maintenance margin requirements (i.e., reduce the percentage of a position that can be financed), a Client could be subject to a "margin call" pursuant to which it must either deposit additional funds with the broker or suffer mandatory liquidation of the pledged assets to compensate for the decline in value. In the event of a precipitous drop in the value of pledged securities, a Client might not be able to liquidate assets quickly enough to pay off the margin debt or provide

additional collateral and may suffer mandatory liquidation of positions in a declining market at relatively low prices, thereby incurring substantial losses. Furthermore, secured counterparties and lenders will generally have the right to sell, pledge, rehypothecate, assign, use or otherwise dispose of collateral posted by a Client. This could increase exposure to the risk of a counterparty default since, under such circumstances, a Client may be unable to recover the posted collateral promptly or may be unable to recover all of the posted collateral.

The Adviser may engage in the trading of options on futures for the account of a Client, typically for hedging purposes. If the Adviser, on behalf of a Client, buys an option (either to sell or buy a futures contract or commodity), the Client will be required to pay a “premium” representing the market value of the option. Unless the price of the futures contract or commodity underlying the option changes and it becomes profitable to exercise or offset the option before it expires, the applicable Client may lose the entire amount of the premium.

Short Sales. While, in the case of fixed income short sales, zero yields are often the max loss, this may not always be the case. Short sales can, in certain circumstances (particularly equities), substantially increase the impact of adverse price movements on the Client’s portfolio. A short sale involves the risk of a theoretically unlimited increase in the market price of the particular investment sold short, which could result in an inability to cover the short position and a theoretically unlimited loss. There can be no assurance that securities necessary to cover a short position will be available for purchase.

Hedging Transactions. A Client will at times utilize financial instruments, both for investment purposes and for risk management purposes in order (i) to protect against possible changes in the market value of the Client’s investments resulting from fluctuations in the securities markets and changes in interest rates, (ii) to protect the Client’s unrealized gains in the value of the Client’s investments, (iii) to facilitate the sale of any such investments, (iv) to enhance or preserve returns, spreads or gains on any investment in the Client, (v) to hedge the interest rate or currency exchange rate on any of the Client’s liabilities or assets, (vi) to protect against any increase in the price of any securities the Client anticipates purchasing at a later date, or (vii) for any other reason that the Adviser deems appropriate.

The success of a Client’s hedging strategy will depend, in part, upon the Adviser’s ability to correctly assess the degree of correlation between the performance of the instruments used in the hedging strategy and the performance of the investments being hedged. Since the characteristics of many securities change as markets change or time passes, the success of a Client’s hedging strategy will also be subject to the Adviser’s ability to continually recalculate, readjust and execute hedges in an efficient and timely manner. While a Client may enter into hedging transactions in an effort to reduce risk, such transactions may result in a poorer overall performance for the Client than if it had not engaged in such hedging transactions. For a variety of reasons, the Adviser will not seek to establish a perfect correlation between the hedging instruments utilized and the holdings being hedged. Such an imperfect correlation will likely prevent a Client from achieving the intended hedge or expose the Client to risk of loss. The Adviser may not hedge against a particular risk because it does not regard the probability of the risk occurring to be sufficiently high as to justify the cost of the hedge, or because it does not foresee the occurrence of the risk. The successful utilization of hedging and risk management transactions requires skills complementary to those needed in the selection of each Client’s holdings.

Currency Hedging. While the Clients are denominated in U.S. dollars, some of the underlying positions of a Client will at times be denominated in multiple currencies. Accordingly, any hedging of currency exposure that is implemented by a Client will primarily involve hedging back to the U.S. dollar, but in certain circumstances, may involve other hedging activities. While it is anticipated that the Client will generally try to hedge their overall currency exposure, there can be no assurance that such hedges will be effective.

Call Options. There are risks associated with the sale and purchase of call options. The seller (writer) of a call option which is covered (e.g., 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. If the seller of the call option owns a call option covering an equivalent number of shares with an exercise price equal to or less than the exercise price of the call written, the position is “fully hedged” if the option owned expires at the same time or later than the option written. 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 buyer of a call option assumes the risk of losing its entire investment in the call option.

Put Options. There are risks associated with the sale and purchase of put options. The seller (writer) of a put option which is covered (e.g., 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 below the exercise price of the option. If the seller of the put option owns a put option covering an equivalent number of shares with an exercise price equal to or greater than the exercise price of the put written, the position is “fully hedged” if the option owned expires at the same time or later than the option written. 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.

Timing Risk. Many municipal, corporate and agency bonds, and most asset-backed securities, contain a provision that allows the issuer to “call” all or part of the issue before the bond’s maturity date. The issuer usually retains the right to refinance the bond in the future if market interest rates decline below the coupon rate and in some cases at the issuer's complete discretion. There are three disadvantages to the call provision. First, the cash flow pattern of a callable bond is not known with certainty. Second, because the issuer is likely to call the bond when interest rates have dropped, the Client is exposed to reinvestment rate risk. Finally, the capital appreciation potential of the bond may be reduced because the price of a callable bond may not rise much above the price at which the issuer may call the bond.

Foreign Investments. A Client will at times trade non-U.S. securities and other instruments denominated in non-U.S. currencies and/or traded outside of the U.S., as well as securities and other instruments of companies having substantial profits and/or revenues generated in non-U.S. currencies. Such transactions require consideration of certain risks not typically associated with trading in U.S. securities or other instruments. Such risks include unfavorable currency exchange rate developments, restrictions on repatriation of investment income and capital, imposition of exchange control regulation by the U.S. or foreign governments, confiscatory taxation and economic or political instability in foreign nations. In addition, there may be less publicly available information about certain non-U.S. companies than would be the case for comparable companies in the U.S., and certain non-U.S. companies will not be subject to accounting, auditing and financial reporting standards and requirements comparable to or as uniform as those of U.S. companies.

Transaction costs of investing in non-U.S. securities markets are generally higher than in the United States. There is generally less government supervision and regulation of exchanges, brokers and issuers outside the United States than there is in the United States. A Client might have greater difficulty taking appropriate legal action in non-U.S. courts. Non-U.S. markets also have different clearance and settlement procedures which, in some markets, could at times fail to keep pace with the volume of transactions, thereby creating substantial delays and settlement failures that could adversely affect the Client’s performance.

Coronavirus and Global Health Events. Epidemics, pandemics and other widespread public health problems could adversely affect a Client's performance. For example, in late 2019, a novel virus started causing a disease ("COVID-19") with severe acute respiratory syndromes in humans, at times with serious health complications that sometimes result in death. Many countries imposed restrictions on travel and strict measures of social distancing. As the potential impact on global markets from COVID-19, or future epidemics, pandemics or other health crisis, is impossible to predict, the extent to which any such crisis may negatively affect a Client's performance or the duration of any potential business disruption is uncertain. Precautions or restrictions imposed by governmental authorities and public health departments related to this pandemic are expected to result in indeterminate periods of decreased economic activity throughout the U.S. and globally, including reduced or ceased business operations, decline in international trade and shortages of supplies, goods and services. An outbreak such as COVID-19, and the reactions to such an outbreak, are expected to cause uncertainty in the markets and businesses and are generally expected to adversely affect the performance of the U.S. and global economy, including due to market volatility, market and business uncertainty and closures, supply chain and travel interruptions, the need for employees to work at external locations and extensive medical absences among the workforce. As a reaction to such an outbreak, it is possible that governmental fiscal and economic measures will lead to an increase in spending and other forms of financial stimuli, and it is difficult to predict what effect such measures will have on the U.S. and the global economy.

The impact that pandemics and other public health events will have on the performance of any Client's in particular is uncertain, and it will depend to a large extent on future developments and new information that may emerge regarding the duration and severity of the coronavirus or other health crisis, and the actions taken by authorities and other entities to contain such crisis or treat its impact, particularly in the United States, all of which are beyond the Adviser's control.

Business Continuity. Various force majeure events, including acts of God, natural disasters such as fire, flood or earthquakes, wars, terrorist acts, outbreaks of infectious disease, epidemics, pandemics or other serious public health concerns, cyber-attacks, technology and/or power failures, labor strikes, or geopolitical or other extraordinary, or other unforeseen circumstances or events, may materially disrupt the Adviser's business and operations, or the business and operations of any counterparty or service provider to the Adviser or the Clients, and the Clients may be adversely affected thereby. For example, if a significant number of the Adviser's personnel were to be unavailable in a force majeure event (such as war, terror attack or an outbreak of infectious disease), the Adviser's ability to effectively conduct the Client's businesses could be severely compromised. In addition, the cost to the Clients, the Adviser or its affiliates of repairing or replacing damaged assets or systems resulting from such force majeure event could be considerable. While the Adviser has adopted certain policies and procedures designed to restore and/or continue its business and operations in such situations, there is no guarantee that such policies and procedures will be effective in any of such situations or will be implemented in time, and the Clients may be adversely affected thereby.

Lack of Diversification. Although the Clients have no investment restrictions with respect to types of securities, countries or industry sectors, each Client's portfolio may not be as diversified as other investment vehicles. Accordingly, a Client's portfolio may be subject to more rapid change in value than would be the case if the Client were required to maintain a wide diversification.

Client Turnover. The investment strategy of the Clients will at times require the Adviser to actively trade each Client's portfolio, and as a result, turnover and brokerage commission expenses of a Client may significantly exceed those of other investment entities of comparable size.

Risk of Default or Bankruptcy of Third Parties. A Client will engage in transactions in securities and financial instruments that involve counterparties. Under certain conditions, a Client could suffer losses if a

counterparty to a transaction were to default or if the market for certain securities and/or financial instruments were to become illiquid. In addition, a Client could suffer losses if there were a default or bankruptcy by certain other third parties, including brokerage firms and banks with which the Client does business, or to which securities have been entrusted for custodial purposes. For example, if one of a Client's prime brokers or custodians were to become insolvent or file for bankruptcy, the Client could suffer significant losses with respect to any securities held by such firm.

Additionally, under CFTC regulations, "futures commission merchants" ("FCMs"), such as a Client's prime brokers, are required to maintain customers' assets in a segregated account. If a Client's FCM fails to do so, under certain circumstances, such as the inability of another customer of the FCM or the FCM itself to satisfy substantial deficiencies in the other customer's account, the Client may be subject to a risk of loss of its assets on deposit with such prime broker. In the case of any bankruptcy or customer loss, a Client might recover, even with respect to property specifically traceable to the Client, only a pro rata share of all property available for distribution to all of the FCM's customers.

Counterparty Risk. Some of the markets in which a Client effects its transactions may be "over-the-counter" or "interdealer" markets. The participants in such markets are typically not subject to credit evaluation and regulatory oversight as are members of "exchange based" markets. This exposes the Client to the risk that a counterparty will not settle a transaction in accordance with its terms and conditions because of a dispute over the terms of the contract (whether or not bona fide) or because of a credit or liquidity problem, thus causing the Client to suffer a loss. Such "counterparty risk" is accentuated for contracts with longer maturities where events may intervene to prevent settlement, or where the Client has concentrated its transactions with a single or small group of counterparties. The Adviser is not restricted from dealing with any particular counterparty or from concentrating any or all of its transactions with one counterparty. The ability of the Adviser to transact business with any one or number of counterparties, the lack of any meaningful and independent evaluation of such counterparties' financial capabilities and the absence of a regulated market to facilitate settlement may increase the potential for losses by a Client.

A Client's investment strategy will at times require the use of transactions that expose the Client to the credit of its counterparties, and vice versa. For example, a Client may seek to borrow securities intending to sell them short and may enter into long and short derivative positions. All of these transactions, and transactions similar to them, are governed by documents, industry standards, market customs and practices, the parties' prior course of dealing and by the covenant of good faith and fair dealing. At times, and especially in times of market stress, these credit exposures may come under stress, normal business conduct may be interrupted and normal legal protections may prove inadequate or may fail to provide timely relief. Should it become necessary to remove or reduce exposure to a particular counterparty, there can be no guarantee that a satisfactory alternative will be available, or even if one is available, that a Client will be able to avail itself of that alternative. As a consequence, it is possible that any unwinding of the credit exposure may prove costly and thereby damage a Client.

Currency Risks. A Client will at times invest in securities and other instruments denominated or quoted in currencies other than the U.S. Dollar, as well as securities and other instruments of companies having substantial profits and/or revenues generated in non-U.S. currencies. In connection therewith, the Adviser may hedge against the resulting currency exposure wherever economically prudent. However, changes in currency exchange rates and/or erosion of non-U.S. currencies may affect the value of a Client's investments and the unrealized appreciation or depreciation of investments. Additionally, such hedging transactions may include a credit component pursuant to which a Client may be required to grant to its hedging counterparty a security interest in certain of its assets. Accordingly, in such a case, if a Client defaults with respect to a currency hedging transaction, then the hedging counterparty could lay claim to an interest in such assets.

Further, a Client may incur costs in connection with conversions between various currencies. Foreign currency exchange dealers realize a profit based on the difference between the prices at which they are buying and selling various currencies. Thus, a dealer normally will offer to sell currency to a Client at one rate, while offering a lesser rate of exchange should the Client desire immediately to resell that currency to the dealer. A Client may conduct its currency exchange transactions on a spot (i.e., cash) basis at the spot rate prevailing in the currency exchange market. A Client may also take speculative positions in currencies, which will be subject to the same risks discussed above.

Price Risk. For reasons not necessarily attributable to any of the risks set forth herein (for example, supply/demand imbalances or other market forces), the prices of the securities in which a Client invests may decline or rise substantially. In particular, purchasing assets at prices that may appear to be “undervalued” is no guarantee that such assets will not be trading at even more “undervalued” levels at the time of valuation or at the time of sale. Similarly, shorting assets at prices that may appear to be “overvalued” is no guarantee that such assets will not be trading at even more “overvalued” levels at the time of valuation or at the time of sale.

Exchange Traded Funds (“ETFs”). A Client will at times trade in ETFs. ETFs are generally structured to invest in all or a representative sample of the securities that generally replicate the price and yield performance of an underlying market index or sector such as a broad stock market, industry sector, domestic or international equity or fixed income, or U.S. or foreign government bond. ETF shares are traded on stock exchanges and markets at open market prices that generally track the net asset value per share of the ETF. Direct issuances and redemption of ETF shares at the ETF’s net asset value per share only occur in large blocks (or creation units) transacted between the ETF and authorized institutional purchasers on an in-kind basis. An exchange traded sector fund may be adversely affected by the performance of that specific sector or group of industries on which it is based. International investments may involve risk of capital loss from unfavorable fluctuations in currency values, differences in generally accepted accounting principles, or economic and/or political instability in other nations and/or other factors. Although index-based ETFs are designed to provide investment results that generally correspond to the price and yield performance of their respective underlying indices, ETFs may not be able to replicate exactly the performance of the indices because of their expenses and other factors. ETF shares may trade at either a discount or premium to their underlying net asset value. The purchase or sale of ETF shares on the secondary market involves the payment of brokerage commissions, and the purchase and redemption of creation units involves other transaction costs and brokerage commissions. Investors in ETFs also directly bear the ETF’s costs associated with its payment of investment management fees and fees for administrative, custodial or other services and thus the Limited Partners will indirectly incur an additional layer of fees and expenses.

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 a Client 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. A Client may trade in 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, participants 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 a Client also is subject to the Investment Manager's ability to correctly predict movements in the direction of the market.

Swaps. A Client will trade swaps. 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. Whether a Client's use of swap agreements or swaptions will be successful will depend, in part, on the Adviser's ability to select appropriate transactions for the Client. 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, non-U.S. 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 a Client's investments. Moreover, a Client will bear 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. A Client will also bear the risk of loss related to swap agreements, for example, for breaches of such agreements or the failure of the Client to post or maintain required collateral. It is possible that developments in the swap markets, including potential government regulation, could adversely affect a Client's ability to terminate swap transactions or to realize amounts to be received under such transactions.

Foreign Exchange Contracts. Pursuant to rules promulgated under the Dodd-Frank Act, many foreign exchange contracts will be deemed "swaps" under the U.S. Commodity Exchange Act, as amended, and therefore will be subject to comprehensive regulation by the CFTC. CFTC rules will govern certain terms of such contracts, such as minimum margin requirements, among others, and dealers of such products will be subject to business conduct and reporting obligations. Foreign currency options (unless traded on a securities exchange), non-deliverable foreign exchange forwards, currency swaps and cross-currency swaps will be included in such regulation. The U.S. Treasury Department (the "Treasury") has exercised its authority to exempt foreign exchange forwards and swaps from most CFTC regulation, although such transactions remain subject to certain CFTC reporting and business conduct requirements. As a result, foreign exchange forwards and swaps are not guaranteed by an exchange or clearing house and consequently, there are no requirements with respect to financial responsibility or segregation of customer funds or positions, which could expose a Client to unanticipated losses.

Options on Futures. Trading options on futures involves a high degree of risk. The risks of trading options on futures are similar to the risks of trading securities options, but often involve even greater leverage and risks. In addition, if the purchaser of an option on a futures contract exercises the option, the holder will, in effect, be buying or selling the underlying futures contract, and will then be subject to the same risks as are attendant to futures trading.

Forward Trading. The Adviser will at times engage in forward trading on behalf of a Client, typically for hedging purposes. Forward contracts (including certain forward exchange contracts) and options thereon, unlike futures contracts, are not traded on exchanges and are not standardized; rather banks and dealers act as principals in these markets, negotiating each transaction on an individual basis. Such forward trading is largely unregulated and currently daily price movements are not limited and speculative position limits are not applicable. The principals who deal in such forward markets are not required to continue to make markets in the currencies or commodities they trade and these markets can experience periods of illiquidity, sometimes of significant duration, which could result in substantial losses to a Client.

Commodity Trading. The prices of commodities and all derivative instruments, including futures and options prices, are highly volatile. Price movements of commodities, futures and options contracts are influenced by, among other things, changing supply and demand relationships, U.S. and non-U.S. governmental programs and policies, national and international political and economic events, interest rates and governmental monetary and exchange control programs and policies. Moreover, commodity exchanges

limit fluctuations in commodity futures contract prices during a single day by regulations referred to as “daily price fluctuation limits” or “daily limits.” During a single trading day, no trades may be executed at prices beyond the daily limit. Commodity futures prices have occasionally moved the daily limit for several consecutive days with little or no trading. Similar occurrences could prevent the Adviser from promptly liquidating unfavorable positions and subject it to substantial losses. In addition, the Dodd–Frank Act significantly expands the CFTC’s authority to impose broader aggregate position limits.

Purchase of Distressed Securities. A Client will at times purchase securities and other obligations of issuers that are experiencing significant financial or business distress, including issuers involved in bankruptcy, reorganization or other liquidation proceedings. Although such investments may produce significant returns to a Client, they involve a high degree of risk over a potentially lengthy period of time, and may provide less liquidity than many other investments. Investment in these types of securities requires sophisticated analysis and there can be no assurance that a Client will accurately predict various factors that could affect the prospects of a successful restructuring. Many of these investments ordinarily remain stagnant until the applicable issuer reorganizes and/or emerges from bankruptcy proceedings, and, as a result, may have to be held for an extended period of time.

The Dodd-Frank Act established the Orderly Liquidation Authority (the “OLA”), an insolvency regime for large, interconnected financial companies, including broker-dealers, whose failure poses a significant risk to the financial stability of the United States. A Client may invest in such large, interconnected financial companies and therefore may face losses if such financial companies are put into receivership and then liquidated upon a determination by the U.S. Federal Deposit Insurance Corporation and the board of governors of the U.S. Federal Reserve. If a financial company becomes liquidated by the OLA, a Client’s investments in such a financial company could be adversely affected. Unlike in bankruptcy proceedings, creditors, shareholders and contract counterparties will not have any input into, or advance notice about, the liquidation or reorganization of the applicable financial company. Many of the procedural rules for the OLA have not yet been written, and it is unclear how financial companies that become subject to liquidation proceedings would be affected.

Investments in Private Companies. A Client will from time to time invest in private companies (i.e., companies without any publicly-traded securities). Investments in private companies are subject to various risks, including the illiquidity of the investment being made. A Client may be unable to sell its interest in a private company because there may be no market for such interests. In addition, when investing in a private company, there is no market efficiency or testing in order to determine the correct price for interests in the company. Therefore, a Client could pay more for interests in a private company than their intrinsic value. Typically, private companies will have very limited reporting obligations, so there may be limited or no information available to investors such as a Client regarding, among other things, a private company’s business prospects and results of operations. Private companies frequently have less oversight from independent directors and regulatory agencies and have less seasoned management teams.

Loans of Securities; Pledge of Assets. Pursuant to master securities lending agreements or similar agreements, a Client will lend securities to brokers, dealers and financial institutions and receive collateral in the form of cash and securities in an amount equal to or greater than the current market value of the loaned securities, including any accrued interest or dividend receivable. During the term of such loan, a Client will not retain all incidents of beneficial ownership as to the loaned securities, including voting rights. It will, however, generally retain the rights to interest or other distributions, and will have the right to regain record ownership of the loaned securities to exercise such beneficial rights. Such loans will be terminable at any time upon sufficient notice to the other party.

It should be noted that, pursuant to a Client’s account agreement with prime brokers, the prime brokers may, under certain circumstances, lend Client securities to third parties without notice to the Client and

without providing any collateral to the Client. If a prime broker makes such loans of securities from a Client's account, the Client may not be able to vote such securities. In addition, if a prime broker were to become insolvent in the United States, a Client would not have a claim against any specific assets of such prime broker, but would have a claim against the pool of assets held for the benefit of such prime broker's customers. Jurisdictions outside of the United States may not provide any similar rights to a Client.

Herding Risk. The substantial growth of the hedge fund industry and funds trading large highly-leveraged positions of the same nature as those held by other funds have augmented herding risks. While the Adviser typically strives not to invest, on behalf of a Client, in securities and/or other instruments that are broadly followed by other funds, such funds may later discover opportunities in the same securities and/or other instruments in which a Client has already invested. Whatever the "fair price" of a security, instrument or a relationship, its trading price is sometimes radically altered or influenced by the market activity of traders executing parallel trading programs. This factor may provide surprising and sudden losses at unpredictable times, even after long periods of calm. The negative impact of herding is greatest when markets are under stress and traders holding large leveraged positions seek to liquidate or cover positions simultaneously.

Inside Information. From time to time, the Adviser and its affiliates will come into possession of inside information concerning specific issuers. Under applicable securities laws, this may limit a Client's ability to buy or sell securities issued by such issuers. If a Client holds the securities of an issuer with respect to which the Adviser is in possession of inside information, the Client may be restricted from trading the securities of such issuer for an indefinite period of time, which could result in losses to the Client.

Changes and Uncertainty in U.S. and International Regulation. A Client may be adversely affected by uncertainties such as international and domestic political developments, changes in government policies, taxation, restrictions on foreign investment and currency repatriation, currency fluctuations and other developments in the laws and regulations of the countries to which a Client's assets are exposed through its investments or investor base. During this period of uncertainty, market participants may react quickly to unconfirmed reports or information and as a result there may be increased market volatility. This unpredictability could cause the Adviser to alter investment and trading plans, including the holding period of positions and the nature of instruments used to achieve a Client's investment objectives.

Market Disruption Events and Geopolitical Risks. A Client will trade in different markets and different kinds of instrument types. It is possible that as a result of war, terrorist act, natural disaster, outbreak of infectious disease, epidemic, pandemic or other serious public health concern, or geopolitical or other extraordinary or unforeseen circumstance or event (a "Market Disruption Event"), one or more of these markets may cease operating for a limited or indeterminable period of time. In that event, it may be difficult for the Adviser to value the positions that trade in the affected markets, and a Client may be exposed to significant movements in the perceived value of instruments without having the ability to trade those instruments.

A Market Disruption Event could also affect the principal prime brokers and custodians that carry and clear a Client's trades and positions. The inability of key marketplace intermediaries to function could have an adverse impact upon liquidity as well as the ability of a Client to trade its positions. Market Disruption Events could also have a direct physical impact upon the Client's and/or the Adviser's operations, including the destruction of their facilities and/or incapacity or loss of life to key personnel.

Brokerage and Custodial Risk. There are risks involved in dealing with the custodians or prime brokers who settle trades for a Client. Each Client will maintain a custody account with a prime broker and or custodian. Although the Adviser monitors the Clients' prime brokers, there is no guarantee that a particular prime broker, or any other custodian that a Client may use from time to time, will not become bankrupt or insolvent. While both the U.S. Bankruptcy Code and the Securities Investor Protection Act of 1970 seek

to protect customer property in the event of a bankruptcy, insolvency, failure, or liquidation of a broker-dealer, there is no certainty that, in the event of a failure of a broker-dealer that has custody of Client assets, the Client would not incur losses due to its assets being unavailable for a period of time, the ultimate receipt of less than full recovery of its assets, or both.

The Client and/or a prime broker will at times appoint sub-custodians in certain non-U.S. jurisdictions to hold the assets of a Client. Such prime broker may not be responsible for cash or assets which are held by sub-custodians in certain non-U.S. jurisdictions, nor for any losses suffered by a Client as a result of the bankruptcy or insolvency of any such sub-custodian. Each Client may therefore have a potential exposure on the default of any sub-custodian and, as a result, many of the protections that would normally be provided to a fund by a custodian may not be available to the Client. Under certain circumstances, including certain transactions where the Client's assets are pledged as collateral for leverage from a non-broker-dealer custodian or a non-broker-dealer affiliate of the prime broker, or where the Client's assets are held at a non-U.S. custodian, the securities and other assets deposited with the custodian or broker may not be clearly identified as being assets of the Client and the Client could be exposed to a credit risk with regard to such parties. Custody services in certain non-U.S. jurisdictions remain undeveloped and, accordingly, there is a transaction and custody risk of dealing in certain non-U.S. jurisdictions. Given the undeveloped state of regulations on custodial activities and bankruptcy, insolvency, or mismanagement in certain non-U.S. jurisdictions, the ability of a Client to recover assets held by a sub-custodian in the event of the sub-custodian's bankruptcy or insolvency could be in doubt, as the Client may be subject to significantly less favorable laws than many of the protections that would be available under U.S. laws. In addition, there may be practical or time problems associated with enforcing the Client's rights to its assets in the case of a bankruptcy or insolvency of any such party.

Business Dependent Upon Key Individual. Investors will not have authority to make decisions or to exercise business discretion on behalf of any Client. The authority for all such decisions is made by the Adviser. The success of the Client, therefore, is expected to be significantly dependent upon the expertise and efforts of the Adviser and, more particularly, of the CIO.

Competition. The securities industry and the varied strategies and techniques to be engaged in by the Adviser are extremely competitive and each involves a degree of risk. The Adviser will compete with firms, including many of the larger funds and securities firms, which have substantially greater financial resources and research staffs.

Absence of U.S. Regulatory Oversight. While the Clients may be considered similar to investment companies, the Clients are not registered as such under the U.S. Investment Company Act of 1940, as amended (the "1940 Act"), in reliance upon exemptions available to privately offered investment companies under the 1940 Act, and, accordingly, the provisions of the 1940 Act (which, among other things, require investment companies to have a majority of disinterested directors, require securities held in custody to be individually segregated at all times from the securities of any other person and to be marked to clearly identify such securities as the property of such investment company, and regulate the relationship between the advisor and the management company) are not applicable. Because securities of each Client held by brokers are generally not held in a Client's name, a failure of any such broker is likely to have a greater adverse impact on a Client than if such securities were registered in the Client's name.

In addition, while the Adviser is registered as an investment adviser with the SEC under the Investment Advisers Act of 1940 (the "Advisers Act"), such registration does not mean that the SEC or any other regulatory authority has reviewed or endorsed this offering or will actively supervise the actions of the Adviser, or any Client thereof.

The Adviser is not registered, nor does it plan to register, with the CFTC as a commodity pool operator (“CPO”) or a commodity trading advisor (“CTA”) in reliance on exemptions therefrom. Unlike registered CPOs and CTAs, the Adviser is not required to deliver a disclosure document or a certified annual report to investors in a Client.

Limited Liquidity; No Secondary Market. An investment in a Client is suitable only for sophisticated investors who have no need for current liquidity. Such investment provides limited liquidity since Interests are not freely transferable, and voluntary withdrawals are generally not permitted from any Client. An investor should not subscribe for Interests in a Client unless it is able to maintain its investment in such Client for the full term of the Client. There is no established secondary market for Client interests in the Funds and none is likely to develop in the future.

In-Kind Distributions. Although the Adviser generally expects to realize all of a Client’s assets prior to the winding-up of the Client, and the Adviser expects to distribute only cash to the investors, there can be no assurance that the Adviser will meet these objectives. Under these and certain other circumstances as determined by the Adviser in its discretion, including, without limitation, for legal, tax or regulatory reasons, investors of a Client may receive in-kind distributions, if permitted by law or by contract, which in-kind distributions may include, without limitation, financial instruments, equity securities and other assets or instruments held by a Client as well as equity interests in subsidiaries of the Client, interests in special purpose vehicles holding assets owned by the Client, beneficiary rights in liquidating trusts holding assets of the Client or participation interests in assets owned by the Client. Such securities and instruments, which will be selected by the Adviser in its discretion, need not represent a pro rata portion of each position held by a Client, may not be readily marketable or saleable and may need to be held by investors of a Client, or by the Client in trust for investors thereof, for an indefinite period of time.

For the purpose of determining the value to be ascribed to any assets used for an in-kind distribution, the value ascribed to such assets will be the value of such assets on the relevant distribution date determined in accordance with the Adviser’s valuation policies. The risk of a decline in the value of such assets in the period from the relevant distribution date to the date upon which such assets are sold or otherwise realized, and the risk of any loss or delay in liquidating such assets, will be borne by the investors of the applicable Client.

Side Letter Agreements. The Funds have entered into agreements (“Side Letters”) with certain prospective or existing investors whereby such investors are subject to terms and conditions that are more advantageous than those set forth in the particular Fund’s Offering Documents. For example, such terms and conditions have and could provide for special rights to make future investments in the Fund, other investment vehicles or managed accounts; special redemption rights, relating to frequency or notice; a reduction or rebate in management fees or incentive allocations to be paid by the investor and/or other terms; rights to receive reports from the Fund on a more frequent basis or that include information not provided to other investors (including, without limitation, more detailed information regarding portfolio positions) and such other rights as may be negotiated by the Fund and such investors. The modifications are solely at the discretion of the Adviser and may, among other things, be based on the size of the investor's investment in the Fund or affiliated investment entity, an agreement by an investor to maintain such investment in the Fund for a significant period of time or other similar commitment by an investor to the Fund, or may be granted to founding investors. As a result of the terms provided in such side letter agreements, certain investors in a Client may be better able to assess the prospects and performance of the Client than other investors. Subject to applicable law and contractual requirements, the Client and the Adviser do not intend to disclose the terms of such side letter agreements and do not intend to disclose the identities of the investors that have entered into such agreements in respect of any Client.

Access to Information. The Adviser at times provides certain additional information to any investor or prospective investor in any Client who requests such information. This information at times is provided in response to questions and requests and in connection with due diligence meetings and other communications but will not be distributed to other investors and prospective investors who do not request such information. Such information may affect a prospective investor's decision to invest in a Client, and investors (which may include personnel and affiliates of the Adviser) may be able to act on such additional information. Each investor in a Client is responsible for asking such questions that it believes are necessary in order to make its own investment decisions, must decide for itself whether the limited information provided by the Adviser is sufficient for its needs, and must accept the foregoing risks.

Whitehaven Funds; Separately Managed Accounts. The Adviser sponsors and manages the Whitehaven Funds, which may invest substantially on a pari passu basis with a portfolio of the SPC Fund and make investments that are substantially similar to a portfolio of the SPC Fund. The investors in a Whitehaven Fund (who may also be investors in a portfolio) may have the right to withdraw all or a portion of their capital from the Whitehaven Fund when an investor in a portfolio may not. In addition, the Adviser may manage separate accounts alongside the portfolios, and since a managed account investor directly owns the investments held in its separately managed account, such investor may have full, real-time transparency as to all transactions and holdings in such account and may be better able to assess the future prospects of an investment that is substantially similar to that of the Whitehaven Funds and a portfolio. Investors in the Whitehaven Funds and portfolios may not be provided with comparable transparency.

As a result of the foregoing, the Adviser or its affiliates may be required to sell investments on behalf of the Whitehaven Funds or such managed accounts in order to satisfy withdrawals from the Whitehaven Funds or such managed accounts, including at times when distributions are not being made by a portfolio. Except as set forth in a series supplement of a portfolio, the Adviser is under no obligation to sell any investments on behalf of a portfolio and may determine to hold such positions for a portfolio for an indefinite period of time. If permitted by a series supplement of a portfolio, the Adviser may determine to add to a portfolio's positions that are being liquidated by a Whitehaven Fund and may cause a portfolio to purchase all or any portion of the positions sold by a Whitehaven Fund. Selling positions for the benefit of a Whitehaven Fund may have an adverse effect on the value of a portfolio's similar investment. In addition, the value realized by a Whitehaven Fund investor in connection with its permitted withdrawals may differ from the value realized by a portfolio when it disposes of the same positions at a later time.

Certain Investors. Certain prospective investors may be subject to laws, rules and regulations which may regulate their participation in a Client, or their engaging directly, or indirectly through an investment in a Client, in investment strategies of the types which a Client may utilize from time to time (e.g., short sales of securities and the use of leverage, and the purchase and sale of options). Prospective investors in a Client are strongly urged to carefully review relevant Offering Documents, and consult with their legal, investment and tax advisors prior to investing in a Client. Prospective investors should consult with their own advisers as to the advisability and tax consequences of an investment in a Client. Investment in a Client by entities subject to the U.S. Employee Retirement Income Security Act of 1974, as amended ("ERISA"), and other U.S. tax-exempt entities requires special consideration. Trustees or administrators of such entities are urged to carefully review the Client's Offering Documents.

Multi-Series Partnership Structure. Certain Clients are established as a Delaware multi-series limited partnership (each, a "Series"). The assets of each Series will be specific to that Series and separate books and records will be maintained for each Series. The debts, liabilities and obligations of one Series are not intended to be enforceable against the assets of the other Series. However, there is no assurance that the courts of any jurisdiction will always recognize the separateness of the Series in all circumstances, especially if the Adviser fails properly to maintain their separate existence. Accordingly, there is a risk that

liabilities of one Series may not be limited to that Series and may be required to be paid out of the assets of the other Series.

Segregated Portfolio Companies. A Client may be established as a segregated portfolio company. As a matter of Cayman Islands law, the assets of such Client will not be available to satisfy the liabilities of any other Client. Although not judicially tested in all potentially relevant jurisdictions, the principal advantage of a segregated portfolio company is that it protects the assets of one Client from the liabilities of the other Clients under the law of the Cayman Islands. However, the Clients may be a single legal entity that may operate or have assets held on its behalf or be subject to claims in other jurisdictions which may not necessarily recognize such segregation. There is no guarantee that the courts of any jurisdiction outside of the Cayman Islands will respect the limitations of liability associated with segregated portfolio companies and if such a situation should arise, it may be the case that the assets of one Client may be exposed to the liabilities of another Client.

Cross-Class Liability. Any Client may issue classes of interests or shares on such terms and with such rights attached thereto as the Adviser and its affiliates determine in their discretion. Although each class of interests or shares of a Client will be maintained by each Client separately with separate accounting records, all of the assets of a Client will be available to meet all of the liabilities of the Client, regardless of the class of interests or shares to which such assets or liabilities are attributable. In practice, cross-class liability within a Client will usually arise only where the assets attributable to one class of interests or shares are insufficient to meet all liabilities attributable to that class of interests or shares of the Client. In such a case, assets of the Client attributable to other classes of interests or shares of the Client will be available to creditors in respect of the excess liabilities of that class of the Client and the value of the contributing classes will be reduced as a result.

Subscription Monies. Where a subscription for Interests is accepted, the Interests will be treated as having been issued with effect from the relevant subscription date notwithstanding that the subscriber for those Interests may not be entered in the Client's register of investors until after the relevant subscription date. The subscription monies paid by a subscriber for Interests will accordingly be subject to investment risk in a Client from the relevant subscription date.

Soft Wind-Down. The Adviser may at any time and for any reason decide to wind down one or more series or portfolios of Clients that are organized as multi-series partnerships or segregated portfolio companies and may resolve that such series or portfolios be managed with the objective of realizing assets in an orderly manner and distributing the proceeds to the holders of interests issued in respect thereof in such manner as the Adviser determines to be in the best interests of such investors, in accordance with the terms of the applicable Offering Documents, including, without limitation, compulsorily withdrawing interests and paying proceeds in-kind. This process is integral to the business of the Client and each series or portfolio and may be carried out without recourse to a formal liquidation under any bankruptcy or insolvency regime. The wind-down and cancellation of one series or portfolio will not result in the wind-down or cancellation of another series or portfolio.

Indemnification. Subject to applicable law, each advisory agreement, and the Offering Documents for each Client along with related documents contain broad indemnification provisions that require each Client to indemnify and hold the Adviser and other related persons and service providers and their respective current or former principals, officers, employees, managers, partners, members, affiliates or agents of any of the foregoing, as applicable, harmless from any losses or costs incurred by them except in certain limited circumstances.

Systems Risk. The Clients depend on the Adviser to develop and implement appropriate systems for their activities. the Adviser relies heavily on computer programs and systems (and may rely on new systems and

technology in the future) for various purposes in connection with its activities on behalf of its investors, including, without limitation, to trade, clear and settle transactions, to evaluate certain financial instruments, to monitor its portfolio and net capital, and to generate risk management and other reports that are critical to oversight of such investors' activities. Certain of the Adviser's, and the Client's activities will be dependent upon systems operated by third party service providers, and the Adviser may not be in a position to verify the risks or reliability of such third-party systems. The failure, corruption or breach of one or more systems (including as a result of the occurrence of a disaster such as a cyberattack, a natural catastrophe, an industrial accident, a terrorist attack or war, events unanticipated in the Adviser's disaster recovery systems, or a support failure from external providers) or the inability of such systems to satisfy investor's needs may have a material adverse effect on the Adviser's ability to conduct business and thus, the Clients, particularly if those events affect the Adviser's computer-based data processing, transmission, storage and retrieval systems or destroy the Adviser's data. If a significant number of the Adviser's personnel were to be unavailable in the event of a disaster, the Adviser's ability to effectively conduct the Clients' businesses could be severely compromised.

Dependence on Service Providers. As the Clients have no employees, they are dependent upon their counterparties and the businesses that are not controlled by the Adviser that provide services to the Clients. Examples of service providers include the administrator, the prime brokers, legal counsel and the auditors. Although the Adviser intends to transact with counterparties and service providers it believes to be reliable, errors are inherent in the operations of any business. Errors or misconduct of counterparties and service providers could have a material adverse effect on the Clients and investors' investments in Clients thereof.

Each investor's relationship in respect of its interests is with the Client only. Accordingly, absent a direct contractual relationship between the investor and the relevant service provider, no investor will have any contractual claim against any service provider for any reason related to its services to the Client. Instead, the proper plaintiff in an action in respect of which a wrongdoing is alleged to have been committed against the Client, as the case may be, by the relevant service provider is, prima facie, the Client, respectively. Subject to applicable law, the agreements between the service providers and the Clients generally contain broad indemnification and exculpation provisions that require the Clients to indemnify, exculpate and hold harmless the service providers and certain of their affiliates or agents from any losses or costs incurred by them except in certain limited circumstances.

Operational and Information Security Risk from Cyberattacks; Cyber-Fraud. The Clients and their service providers may be subject to operational and information security risks resulting from cyberattacks. Cyberattacks include, among other behaviors, stealing or corrupting data maintained online or digitally, denial of service attacks on websites, the unauthorized release of confidential information or various other forms of cybersecurity breaches. Cyberattacks affecting the Clients, the Adviser, the administrator, the prime brokers, custodians and other third-party service providers may adversely impact the Clients. For instance, cyberattacks may interfere with the processing of investor transactions, impact the ability to calculate the Clients' net asset values, cause the release of private investor information or other confidential information, impede trading, subject the Clients and their service providers to regulatory fines or financial losses and cause reputational damage. Similar types of cybersecurity risks are also present for other market participants, which may have material adverse consequences for the Clients, and may cause the Clients investments to lose value. Clients may also be the targets of cyber-fraud that could result in the theft of assets from the Clients, especially as computer malware, viruses and computer hacking, fraudulent use attempts and phishing and spoofing attacks have become more prevalent. In the hedge fund industry, these attacks have included third party actors submitting fraudulent redemption and transfer requests, resulting in the theft of the rightful investor's assets. The Clients and their service providers may incur additional costs relating to cybersecurity preparations, and such preparations, though taken in good faith, may be inadequate. Cyberattacks are viewed as an emerging risk and the scope of the risk and related mitigation techniques are not yet fully understood and are subject to continuing change.

Lack of Liquidity. While the Adviser expects the Clients' portfolios to be liquid, each Client's 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.

Limited Redemption and Transfer Rights. An investor in a Client generally will be permitted to redeem all or any portion of its aggregate holdings of equity interests in that Client only in accordance with the Client's Offering Documents. Transfers of the investor's interest in a Client will be permitted only with the written consent of the board of directors or general partner of the Client, as applicable. Accordingly, the investor's interest in the Client should only be acquired by investors willing and able to commit their funds for an appreciable period of time.

Incentive Allocation. The allocation of a percentage of a Client's net profits to the Adviser or a related party, may cause the Adviser to make investments that are riskier or more speculative than would be the case if this allocation were not made. Since the incentive allocation is calculated on a basis that includes unrealized appreciation of assets, such allocation may be greater than if it were based solely on realized gains.

Limited Operating History. With respect to certain Clients, the Adviser has limited operating history upon which investors can evaluate its likely performance. Accordingly, an investment in a Client at inception entails a significantly higher degree of risk.

Reliance on the Managing Member. The Clients rely heavily on the services of the managing member of the general partner of the Adviser, Scott Richman. Mr. Richman is responsible for all of the major decisions affecting the Clients. Should Mr. Richman determine to discontinue managing the affairs of, or withdraw from, the Adviser or should Mr. Richman die, be incapacitated or, for some other reason, be unable to effectively manage the affairs of the Adviser, the business and results of the operations of the Client may be adversely affected.

Non-Disclosure of Positions. In an effort to protect the confidentiality of its positions, a Client generally will not disclose all of its positions to investors on an ongoing basis, although the Adviser, in its sole discretion, may permit such disclosure on a select basis to certain investors, if it determines that there are sufficient confidentiality agreements and procedures in place.

Potential Conflicts of Interest. The Adviser will use its best efforts in connection with the purposes and objectives of each Client and will devote so much of its time and effort to the affairs of each Client as may, in its judgment, be necessary to accomplish the purposes of each Client. The Adviser and certain of its affiliated parties may conduct any other business, including any business within or outside the securities industry, whether or not such business is in competition with a Client. Without limiting the generality of the foregoing, any of the Adviser and its affiliated parties may act as investment adviser or adviser for others, may manage funds, separate accounts or capital for others and may serve as an officer, director, consultant, partner or stockholder of one or more investment funds, partnerships, securities firms or advisory firms. Such other entities or accounts may have investment objectives or may implement investment strategies similar or different to those of a given Client. Such other Clients may have differing fee arrangements and pay higher fees to the Adviser and its affiliated parties. In addition, the Adviser and its affiliated parties may, through other investments, including other investment funds, have interests in the securities in which a Client invests as well as interests in investments in which the Client does not invest. The Adviser and its affiliated parties may give advice or take action with respect to such other entities or accounts that differs from the advice given with respect to a Client. To the extent the Adviser has determined that a particular investment is suitable for more than one Client of the Adviser and its affiliated parties, such investments will be allocated between such Clients in accordance with each Client's Offering

Documents and in a manner that the Adviser determines is fair and equitable under the circumstances to all Clients.

As a result of the foregoing, the Adviser and its affiliates may have conflicts of interest in allocating their time and activity between the Clients and other entities, in allocating investments among the Clients and other entities and in effecting transactions for the Clients and other entities, including ones in which the Adviser may have a greater financial interest.

In addition, purchase and sale transactions (including swaps) may be effected between the Clients and the other entities or accounts subject to the following guidelines: (i) such transactions shall be effected for cash consideration at the current market price of the particular securities, and (ii) no extraordinary brokerage commissions or fees (i.e., except for customary transfer fees or commissions) or other remuneration shall be paid in connection with any such transaction.

From the standpoint of the Clients, simultaneous identical portfolio transactions for a Client and one or more other clients may tend to decrease the prices received, and increase the prices required to be paid, by the Client for its portfolio sales and purchases. Where less than the maximum desired number of shares of a particular security to be purchased is available at a favorable price, the shares purchased will be allocated among the Clients in an equitable manner as determined by the Adviser. Further, it may not always be possible or consistent with the investment objectives of the various persons or entities described above and of the Client for the same investment positions to be taken or liquidated at the same time or at the same price; however, all transactions will be made on a “best execution” basis.

Business and Market Disruptions. Both the operation of the Clients and the markets and investments in which the Clients invest are subject to disruptions due to natural disasters such as floods, earthquakes, and other extreme weather conditions, and man-made catastrophes such as acts of terrorism and sabotage, and other extreme circumstances that are out of the control of the Adviser and the Clients, such as power outages or failures, which cause Client prices of investments to behave erratically and to move in non-historical directions. Such disruptions may close markets or the Adviser’s access to such markets, causing substantial losses to a Client. Counterparties of the Clients are also susceptible to business disruptions which may cause substantial losses to the Clients as well.

Item 9. Disciplinary Information

This Item is not applicable.

Item 10. Other Financial Industry Activities and Affiliations

The Adviser and its general partner, Whitehaven Asset Management GP, LLC are under common control and share the same office.

The Adviser is not registered, nor does it have an application pending to register, as a broker-dealer, a registered representative of a broker-dealer, a futures commission merchant, a commodity pool operator, a commodity trading adviser, or an associated person of the foregoing entities. Further, neither the Adviser nor any of its management persons have material relationships or arrangements with industry participants or material conflicts of interest relating to other investment advisers.

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

The Adviser has adopted a Code of Ethics (the “Code”) that obligates the Adviser and its related persons to put the interests of the Clients before their own interests and to act honestly and fairly in all respects in

their dealings with the Clients. All of the Adviser's personnel are also required to comply with applicable federal securities laws. For additional information about the Code or to request a copy, please contact Vincent Marchisella at (203) 951-6183 or vmarchisella@whitehavenlp.com. See below for further provisions of the Code as they relate to the pre-clearing and reporting of securities transactions by related persons.

The Adviser, in the course of its investment management and other activities, will at times, come into possession of confidential or material nonpublic information about issuers of securities, including issuers in which the Adviser or its related persons have invested or seek to invest on behalf of a Client. The Adviser is prohibited from improperly disclosing or using such information for its own benefit or for the benefit of any other person, including the Clients. The Adviser maintains written policies and procedures reasonably designed to prohibit the communication of such information to persons who do not have a legitimate need to know such information and to otherwise ensure that the Adviser is acting in compliance with applicable law. In certain circumstances, the Adviser may possess certain confidential or material nonpublic information that, if disclosed, might be material to a decision to buy, sell or hold a security. The Adviser and its personnel are prohibited from communicating such information with respect to the Clients or using such information for the Clients' benefit.

To the extent that the Adviser or its related persons invest in the same securities that the Adviser or a related person recommends to a Client, such practices present a conflict where, the Adviser or its related person is in a position to trade in a manner that could adversely affect the Clients. In addition to affecting the Adviser's or its related person's objectivity, these practices by the Adviser or its related persons may also harm the Clients by adversely affecting the price at which the Client trades are executed. The Adviser has adopted the following procedures in an effort to minimize such conflicts: the Adviser requires its related persons to pre-clear certain transactions in their personal accounts with the Adviser's chief compliance officer (the "Chief Compliance Officer") or his delegate, who may deny permission to execute the transaction if such transaction will have any adverse economic impact on the Client. In addition, the Code prohibits the Adviser or its related persons from executing personal securities transactions of any kind in any securities on a restricted securities list maintained by the Chief Compliance Officer. All related persons to the Adviser are also required to provide broker confirmations of each transaction in which they engage and a quarterly certification of such transactions. Trading in employee accounts will be reviewed by the Chief Compliance Officer or his delegate and compared with transactions for the client accounts and reviewed against the restricted securities list.

To the extent the Adviser buys or sells securities for a Client, at or about the same time that the Adviser or a related person buys or sells the same securities for its own account the Adviser and the related person, if applicable, will do so in accordance with the procedures described above in order to minimize the conflicts stemming from situations where the contemporaneous trading would result in an economic benefit for the Adviser or its related person to the detriment of the client.

Item 12. Brokerage Practices

The Adviser considers a number of factors in selecting a broker-dealer to execute transactions (or series of transactions) and determining the reasonableness of the broker-dealer's compensation. Among others, such factors may include net price, reputation, financial strength and stability, efficiency of execution and error resolution. In selecting a broker-dealer to execute transactions (or series of transactions) and determining the reasonableness of the broker-dealer's compensation, the Adviser need not solicit competitive bids and does not have an obligation to seek the lowest available commission or transaction cost. It is not the Adviser's practice to negotiate "execution only" commission or transaction rates, thus the Clients may be deemed to be paying for research, brokerage or other services provided by a broker-dealer which are included in the commission rate or transaction cost.

The Adviser at times receives research and may in the future receive brokerage services from a broker-dealer and/or a third party in connection with Client securities transactions. This is known as a “soft dollar” relationship. The Adviser has not entered, and does not anticipate entering, into any formal soft dollar arrangements. To the extent the Adviser does enter into any soft dollar arrangements, the Adviser will limit the use of “soft dollars” to obtain services that constitute research and brokerage within the meaning of Section 28(e) of the Securities Exchange Act of 1934. Research services within Section 28(e) may include, but are not limited to, research reports (including market research); certain financial newsletters and trade journals; software providing analysis of securities portfolios; corporate governance research and rating services; attendance at certain seminars and conferences; discussions with research analysts; meetings with corporate executives; consultants’ advice on portfolio strategy; data services (including services providing market data, company financial data and economic data); advice from brokers on order execution; and certain proxy services. Brokerage services within Section 28(e) may include, but are not limited to, and services related to the execution, clearing and settlement of securities transactions and functions incidental thereto (i.e., connectivity services between and Adviser and a broker-dealer and other relevant parties such as custodians); trading software operated by a broker-dealer to route orders; software that provides trade analytics and trading strategies; software used to transmit orders; clearance and settlement in connection with a trade; electronic communication of allocation instructions; routing settlement instructions; post trade matching of trade information; and services required to the SEC or a self-regulatory organization such as comparison services, electronic confirms or trade affirmations.

The Adviser often purchases or sells the same security for the Clients at or near the same time and using the same executing broker. It is the Adviser's practice, where possible, to aggregate orders for the purchase or sale of the same security submitted at or near the same time for execution using the same executing broker. The Adviser will also aggregate in the same transaction, the same securities for accounts where the Adviser has brokerage discretion. Such aggregation may enable the Adviser to obtain for the Clients a more favorable price or a better commission rate based upon the volume of a particular transaction. When an aggregated order is completely or partially filled, the Adviser allocates the securities purchased or proceeds of sale based on its general trade allocation policy. Notwithstanding the foregoing, an aggregated order may be allocated on a different basis. Reasons for allocation on a different basis may include: a Client’s investment guidelines and restrictions, including investors' status as restricted or unrestricted with respect to participation in new issues; available cash; expected capital inflows and outflows; liquidity requirements; legal regulatory reasons; the size of a particular invested position in a Client relative to the size of such position in other Clients and the total portfolio invested position; minimum issuance size or to avoid odd lots. In such a case, a Client may pay a higher commission rate and/or receive less favorable prices than other accounts that are able to participate in an aggregated order. If an order on behalf of more than one Client cannot be fully executed under prevailing market conditions, the Adviser will allocate trades among the Clients on a basis that it considers fair and equitable over time. In addition, the Adviser may determine to make or dispose of an investment for one or more Clients even though the Adviser does not make or dispose of the same investment for another Client. The Adviser may also determine to advise one or more Clients to make a market purchase of a security while also advising another Client to make a market sale on the same day and/or at the same time of the same security. It is possible that these actions could result in a situation where the position taken for one Client is unprofitable while another position taken for another Client is profitable. The Adviser shall not be required to account to one Client or any investor of that Client for any such profit.

From time to time, the Adviser may participate in capital introduction programs arranged by broker-dealers, including firms that serve as prime brokers to a Client or recommend such Client as an investment to prospective investors. The Adviser may place portfolio transactions with firms who have made such recommendations or provided capital introduction opportunities, if the Adviser determines that it is otherwise consistent with seeking best execution. In no event will the Adviser select a broker-dealer as a

means of remuneration for recommending the Adviser or any other product managed by the Adviser (or an affiliate) or affording the Adviser with the opportunity to participate in capital introduction programs.

Item 13. Review of Accounts

The Managing Member and other members of the Adviser's investment team regularly review and monitor each Client's portfolio to determine whether positions should be maintained in view of current market conditions. The Adviser's review may consider specific securities held, adherence to investment guidelines and the Client's performance.

Fund investors receive reports as described in the applicable Offering Documents or as required under applicable law. Certain investors may negotiate or request to receive reports from a Fund on a more frequent basis or that include information not provided to other investors (including, without limitation, more detailed information regarding portfolio positions) through the use of side letters or otherwise in accordance with applicable law.

Item 14. Client Referrals and Other Compensation

The Adviser may receive certain research or other services from broker-dealers through "soft dollar" arrangements. "Soft dollar" arrangements may create an incentive for the Adviser to select or recommend broker-dealers based on the Adviser's interest in receiving the research or other products or services and may result in the selection of a broker-dealer on the basis of considerations that are not limited to the lowest commission rates and may result in higher transaction costs than would otherwise be obtainable by the Adviser on behalf of the Clients.

The Adviser currently makes cash payments to a third-party solicitor under an expired agreement in accordance with the requirements of the Advisers Act, as consideration for prior investor referrals. At this time, the Adviser has not engaged a third-party solicitor.

Item 15. Custody

The Adviser will comply with the requirements of Rule 206(4)-2 of the Advisers Act ("Custody Rule") with regards to custody of assets of the Clients. The Custody Rule imposes certain obligations on registered investment advisers that have custody or possession of any funds or securities in which any client has any beneficial interest. An investment adviser is deemed to have custody or possession of client funds or securities if the adviser directly or indirectly holds client funds or securities or has the authority to obtain possession of them (regardless of whether the exercise of that authority or ability would be lawful). An investment adviser is deemed to have custody if it or its affiliate serves as a general partner to a limited partnership client of the Adviser.

The Adviser is required to maintain the funds and securities (except for securities that meet the privately offered securities exemption in the Custody Rule) over which it has custody with a "qualified custodian." Qualified custodians include banks, broker-dealers, FCM and certain foreign financial institutions.

Rule 206(4)-2 generally imposes on advisers with custody of clients' funds or securities certain requirements concerning reports to such clients (including underlying investors in certain circumstances) and surprise examinations relating to such clients' funds or securities. Clients that receive account statements directly from a custodian should carefully review these account statements.

However, the Adviser need not comply with such requirements with respect to pooled investment vehicles if the pooled investment vehicle: (i) is audited at least annually by an independent public accountant, and

(ii) distributes its audited financial statements prepared in accordance with generally accepted accounting principles to the client, or, in certain circumstances, all limited partners, members or other beneficial owners, within 120 days (180 days in the case of a fund of fund adviser) of its fiscal year end. The Adviser intends to rely upon this exception, and therefore will be exempt from Rule 206(4)-2 reporting and examination requirements, with respect to the Funds.

The Funds' accounts are held in custody at qualified custodians including unaffiliated broker dealers and banking institutions. Annually, upon completion of the Funds' year-end audit, the Adviser will distribute audited financial statements to the investors in the Funds. The Adviser shall ensure that audited financial statements for the Funds are delivered to all investors within 120 days of the end of each fiscal year, in compliance with the Custody Rule.

The Adviser urges its investors in the Clients to carefully review all statements and reports they receive and whenever possible to compare the same or similar information on different reports. The Adviser also urges its Clients, including investors in the Clients, to compare any reports received from the Adviser with reports received from third-party administrators, auditors, and/or custodians, as applicable.

Item 16. Investment Discretion

The Adviser provides investment advisory services on a discretionary basis to the Clients. Please see Item 4 for a description of any limitations the Clients may place on the Adviser's discretionary authority.

The Adviser enters into an investment management agreement with each of the Clients, which set forth the scope of the Adviser's discretion, prior to assuming full discretion in managing the Clients' assets.

The Adviser has the authority to determine (i) the securities to be purchased and sold for each of the Clients, subject to each Client's investment restrictions, and (ii) the amount of securities to be purchased or sold for the Clients. Because of the difference in the Clients' respective investment objectives and strategies, risk tolerances, tax status and other criteria, there may be differences among the Clients in invested positions and securities held. Given the nature and availability of securities that the Adviser generally transacts in, the Adviser does not expect to perform cross trades or rebalance trades. However, the Adviser intends to increase or decrease exposure by buying or selling securities that have similar characteristics and serve as a proxy for securities that may be unavailable.

The Adviser considers a combination of the following factors, among others, in allocating securities among the Clients: (i) investment restrictions in governing documents or financing agreements; (ii) liquidity (e.g., allocation size may vary depending on a client account's cash availability, the other liquidity obligations of the Client account (e.g., the frequency of contributions, redemptions or withdrawals) or commitments made to other investments); (iii) tax considerations; (iv) regulatory considerations; (v) current portfolio composition and risk management; (vi) potential negative market impact that a rebalance trade or cross trade may have on a client portfolio; (vii) investment objectives and policies; follow-on investments (e.g., such investments may be allocated in accordance with the allocation of the original investment); (viii) investment opportunities other than the prospective investment opportunity may be available to certain Client accounts under their investment objectives and policies. Such other investment opportunities may be more attractive from a risk/reward perspective for such Client account than an allocation of the prospective investment, in which case the allocation of such investment may not be made or may be reduced; (ix) disclosures previously made to Client accounts or investors in such Client accounts regarding allocations; (x) or any other information determined to be relevant to the fair allocation of securities or other instruments.

The objective and investment program of certain Clients, including the SPC Fund, may include making investments alongside (or “co-investing” with) one or more Whitehaven Funds, and the objective and investment program of certain Clients may also overlap with one or more Whitehaven Funds. The SPC Fund will only be allocated an investment after the Whitehaven Funds have fully received their desired allocation, which allocation to the Whitehaven Funds may include the entirety of a co-investment or overlapping investment opportunity (in all cases, as determined in good faith by the Adviser in its sole discretion), unless the Adviser determines that a greater allocation to the SPC Fund is in the best interest of the Whitehaven Funds. The desired allocation of a Whitehaven Fund may change over time; the allocation determination described above will apply at the time of the initial, and each additional, opportunity to make an investment. After each allocation determination is made in respect of an investment, the Adviser may purchase and allocate the investment to the Whitehaven Funds and to one or more additional applicable Clients, including the SPC Fund at the same time.

Although it is the Adviser’s general policy (subject to the requirements of applicable Offering Documents) to allocate investment opportunities to eligible Clients on a pro rata basis (based on assets under management), the Adviser will at times deviate from such allocation in any way in which the Adviser, in its sole discretions, deems to be fair and equitable over time. The aforementioned factors and other factors will at times lead the Adviser to allocate securities to the Clients in varying amounts.

The Adviser will follow a similar procedure when allocating exit opportunities for investments held in common by the Whitehaven Funds and the SPC Fund. In general, the SPC Fund will only be allocated an exit opportunity after the Whitehaven Funds have fully disposed of their desired portion of the common investment, which allocation to the Whitehaven Funds may include the entirety of an exit opportunity (in all cases, as determined in good faith by the Adviser in its sole discretion), unless the Adviser determines that a greater allocation to the SPC Fund is in the best interest of the Whitehaven Funds (e.g., the Whitehaven Funds may not wish to sell all or any portion of a commonly held investment at the time the SPC Fund does wish to do so because the SPC Fund is nearing the scheduled end of its term).

The objective and investment program of certain portfolios of the SPC Fund may also overlap with the objective and investment program of other portfolios of the SPC Fund. When the Adviser determines that a particular investment opportunity would be desirable for more than one portfolio of the SPC Fund, it will seek to allocate such opportunity among the portfolios in proportion to the value of each portfolio, or in such other manner that the Adviser in its discretion determines is fair and equitable under the circumstances existing at such time and/or over time, subject to Whitehaven’s reasonable discretion to cause a portfolio to limit or elect out of any particular investment opportunity based on relevant factors. Such factors may include, without limitation, a determination that an insufficient amount of liquidity is available to the applicable portfolio, the need to reserve liquidity to make distributions, the return expected is below other opportunities available to the portfolio, the investments of the portfolio would become too heavily concentrated in the applicable investment or market sector, joining in the investment would not promote the goal of diversification of the then-existing investments of the portfolio, how far in the future the portfolio is expected to terminate, or other factors determined by the Adviser to be material in an investment decision on behalf of a portfolio to limit or refrain from participating in the opportunity.

Item 17. Voting Client Securities

To the extent the Adviser has been delegated proxy voting authority on behalf of the Client, the Adviser complies with its proxy voting policies and procedures that are designed to ensure that in cases where the Adviser votes proxies with respect to a Client's securities, such proxies are voted in the best interests of the Client. If a material conflict of interest between the Adviser and the Clients exists, the Adviser will

determine whether voting in accordance with the guidelines set forth in the proxy voting policies and procedures, pursuant to SEC rule 206(4)-6, and is in the best interests of the Client or take some other appropriate action.

For additional information about the Adviser's proxy voting policies and procedures and information about how the Adviser voted the Clients' proxies, please contact Vincent Marchisella at (203) 951-6183 or vmarchisella@whitehavenlp.com.

Item 18. Financial Information

The Adviser is not required to include a balance sheet because it does not require or solicit the prepayment of more than \$1,200 in fees six months or more in advance. The Adviser also has no financial commitment that impairs its ability to meet contractual and fiduciary commitments to clients nor has it been the subject of a bankruptcy proceeding.