

**Item 1. Cover Page**

**OLD ORCHARD CAPITAL MANAGEMENT LP**

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

March 21, 2024

This Brochure provides information about the qualifications and business practices of Old Orchard Capital Management LP. If you have any questions about the contents of this Brochure, or to request a current copy of it free of charge, please contact David Ashear at 212-331-6547 or [d.ashear@oldorchardcapital.com](mailto:d.ashear@oldorchardcapital.com). The information in this Brochure has not been approved or verified by the United States Securities and Exchange Commission (the “SEC”) or by any state securities authority.

Additional information about Old Orchard Capital Management LP also is available on the SEC’s website at [www.adviserinfo.sec.gov](http://www.adviserinfo.sec.gov).

## **Item 2. Material Changes**

Old Orchard Capital Management LP (“Old Orchard”) does not consider any of the information contained in this version of the Brochure to represent a material change from the information contained in its most recent previous version dated March 21, 2023.

Our valued 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.

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#### **Item 4. Advisory Business**

Old Orchard is an investment advisory firm with its principal place of business in New York, New York. Old Orchard commenced operations on January 14, 2014. Old Orchard is owned by Ross Jackman and Lawrence R. Fox (the “Principals”) as well as Intricate Bay Capital LLC. The firm is managed by the Principals.

Old Orchard provides investment advisory services to its advisory and subadvisory clients (collectively, “Clients”) which includes pooled investment vehicles and separately managed accounts intended for institutional and other sophisticated investors. Investment advisory services provided to each Client are tailored to such Client’s specific investment strategy, objectives and restrictions, as set forth in each investment advisory agreement, private placement memorandum, offering circular and/or Client constituent document (collectively, “Governing Documents”). The Adviser does not tailor its investment advisory services to the individual needs of investors in the fund Clients. Each Client may have investment restrictions on investing in certain securities or other assets, to the extent that such securities are outside of the applicable Client’s existing investment program and set forth in the Governing Documents.

As of December 31, 2023, Old Orchard had approximately \$2,380,317,648 in Client regulatory assets under management, all of which were managed on a discretionary basis.

The Adviser does not participate in wrap fee programs.

#### **Item 5. Fees and Compensation**

The terms applicable to the relationship between Old Orchard and its Clients are set forth in the Governing Documents. Fees for advisory services are negotiable. Depending on the Client, either Old Orchard or the Client may terminate the investment advisory agreement, without penalty, upon prior written notice to the other party, ranging from 5 to 90 days. Fees are generally payable quarterly in arrears. However, certain Clients may be charged monthly or quarterly in arrears. Pursuant to the terms of the applicable Governing Documents, Clients who pay fees in advance would be refunded a pro rata portion of the fee if the advisory relationship is terminated prior to the end of the relevant billing period. Each Governing Document generally provides for a management fee that is up to 0.50% per quarter of the basis of assets under management which is paid in advance for fund Clients. In addition, some Clients are subject to an incentive allocation ranging from 0% to 30% of all income, gains and losses derived from portfolio investments.

In addition, Clients will be subject to other investment and related expenses pursuant to the terms of the Client’s Governing Documents. Generally, such expenses include but are not limited to: investment expenses; market data and research expenses; fees of an administrator and custodian; accounting; audit; tax preparation; administration and legal expenses; government filing, licensing and registration fees; costs of holding any meeting of the Client’s investors; costs of any liability insurance obtained on behalf of the Client, Old Orchard or its affiliates; taxes; cost of any litigation or investigation involving Client activities; costs associated with reporting and providing information to existing and prospective investors; other expenses associated with the operation of the Client; and all extraordinary expenses. Please see Item 12 of this Brochure, regarding brokerage and transaction fees the Clients will incur.

Fees and expenses will generally be deducted directly from Clients that are pooled investment vehicles; fees and expenses for Clients that are separately managed accounts will be either invoiced or deducted directly as provided in the Client's Governing Documents.

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

As discussed in Item 5, Old Orchard is paid performance-based compensation by certain of its Clients.

Performance-based compensation may create an incentive for Old Orchard to make investments on behalf of Clients that are riskier and more speculative than would otherwise be the case. It may also create an incentive for Old Orchard to direct investments in favor of Clients that pay a higher performance-based fee relative to other Clients. Performance-based compensation could be based on unrealized gains that a Client may never realize.

To mitigate these conflicts, Old Orchard has implemented a trade allocation policy, as described in the Brokerage Practices section of Item 12 herein and has implemented controls to review investments for compliance with account guidelines and restrictions and to review the performance of accounts with similar investment objectives.

#### **Item 7. Types of Clients**

As described in Item 4, Old Orchard's Clients are private investment funds and separately managed accounts suitable for institutional and other sophisticated investors. Any initial and additional subscription minimums for investors are disclosed in the Client's Governing Documents. The minimum investment for a separately managed account is determined on a case-by-case basis.

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

Old Orchard will invest and trade in credit markets and will use relative value analysis across credit, structure, sector and duration as well as technical and fundamental analysis. Old Orchard may invest in municipal, corporate and sovereign securities as well as structured securities and asset backed products, real estate, mortgage related products, derivatives, debt and equity. Old Orchard may invest both long and short and may enter into hedges. Unless specified in a Client's Governing Documents, there may be no limitations on the types of assets, securities, futures or other financial instruments or jurisdictions in which Old Orchard may invest on behalf of its Clients. Furthermore, there may be no investment guidelines or limitations with respect to the concentration of assets or securities by jurisdiction, industry, asset class, issuer or otherwise.

Investing in securities involves significant risks, including the risk of loss of some or all of an investment that investors should be prepared to bear. Prospective investors in a Client should speak with their legal, tax, and financial advisors prior to making an investment in a Client.

This summary does not intend to identify all possible risks of investing in a Client or provide a full description of the identified risks. Please refer to the Governing Documents of each specific Client for additional and specific risk disclosures applicable to such Client.

*Leverage.* Old Orchard, on behalf of its Clients, generally will have the power to borrow money without limit or restriction. Leverage may take a variety of forms including without limitation, derivatives, margin, loans, and repurchase agreements. Leverage could substantially increase investment volatility and portfolio losses.

*Short Selling Risk.* Each Client's investment program may include short selling. Short selling involves the risk of loss of an amount greater than the initial investment, and such losses can increase rapidly and without effective limit. There is the risk that the securities borrowed by a Client in connection with a short sale would need to be returned to the lender on short notice. If such request for return of securities occurs at a time when other short sellers of the subject security are receiving similar request, a short squeeze can occur, wherein the Client might be compelled, at the most disadvantageous time, to replace the borrowed securities previously sold short with purchases on the open market, possibly at prices significantly in excess of the proceeds received from the transaction.

*Concentration.* A Client's investments may not be diversified among a wide range of types of securities, countries, industry sectors or issuers. Accordingly, each Client's portfolio is subject to more rapid change in value than would be the case if Old Orchard were required to maintain a wider diversification.

*Hedging.* There can be no assurances that a particular hedge is appropriate, or that a certain risk is measured properly. Further, while Old Orchard may enter into hedging transactions to seek to reduce risk of loss to a Client, such transactions may result in lower overall performance and increased risk for a Client's investment portfolio than if Old Orchard did not engage in any such hedging transaction.

*Options.* Purchasing put and call options, as well as writing such options, are highly specialized activities and entail greater than ordinary investment risks.

*Derivatives.* Swaps, and certain options and other custom derivative or synthetic instruments are subject to the risk of nonperformance by the counterparty to such instruments, including risks relating to the financial soundness and creditworthiness of the counterparty. In addition, investments in derivative instruments often involve a high degree of leverage, meaning the overall contract value (and, accordingly, the potential for profits or losses in that value) is much greater than the deposit used to buy the position in the derivative contract. Derivative securities can also be highly volatile. The prices of derivative instruments and the investments underlying the derivative instruments may fluctuate rapidly and over wide ranges and may reflect unforeseeable events or changes in condition, none of which can be controlled by Old Orchard or the Clients.

*General Economic Conditions.* There can be no assurance that the equity and credit markets will be suitable for investment at any point in time. For example, a recession may result in significant losses to Clients.

*Overall Investment Risk.* All securities investments risk the loss of capital. The investment techniques and strategies and the nature of the securities to be purchased and traded by Old Orchard may increase this risk. There can be no assurance that Clients will not incur losses. Many

unforeseeable events may cause sharp market fluctuations, which could adversely affect Clients. Changes in economic conditions, including, for example, interest rates, inflation rates, industry conditions, competition, technological developments, political events and trends, changes to tax laws and innumerable other factors, can substantially and adversely affect the performance of Old Orchard and its Clients. None of these conditions will be within the control of Old Orchard. The extent to which Clients will be able to achieve their investment objectives will depend on the ability of Old Orchard to evaluate and develop the information it receives into a successful investment program. The values of the securities and other instruments in which Old Orchard will invest fluctuate, and, therefore, the value of the investor's account at the time of withdrawal or redemption may be more or less than such investor's account at the time of subscription.

*Unregulated Transactions.* Instruments traded by Old Orchard will not necessarily be traded on regulated exchanges. As a result, investments may experience price volatility that would not exist if such products were traded on regulated marketplaces. In addition, the absence of regulated exchanges may increase the risks of transacting in the underlying securities, commodities, or derivatives at prices that do not accurately reflect the market clearing price. In addition, the regulation of the municipal bond market is materially less extensive than the regulation of the market for corporate securities. This may increase the risk of loss arising from, among other market distortions, incomplete or incorrect disclosure, market fraud, or manipulation.

*Change in Law.* Investment prospects may be materially affected by changes in law, including tax law, which are impossible to forecast. Certain changes in law and/or adverse interpretations of law, including tax law, could have a material negative impact on performance.

*Market Disruptions.* Clients may incur substantial losses in the event of a market disruption or other extraordinary event. During a market disruption historical pricing relationships could become materially distorted. This risk of loss may be further compounded by a decrease in liquidity which may make it difficult or impossible to close out of positions.

*Liquidity Risk.* Illiquid markets may prevent Old Orchard from closing out of positions to realize gains or limit losses. In addition, illiquidity may interfere with Old Orchard's ability to obtain accurate market values for positions.

*Lower Credit Quality Investments.* There may be no restrictions on the credit quality of the investments of certain Clients. Instruments in which certain Clients may invest may be deemed by rating companies to be vulnerable to default in payment of interest and/or principal. Other investments may not be rated. Lower-rated and unrated instruments in which Clients may invest are subject to significant uncertainties or major risk exposures to adverse conditions, and are considered to be predominantly speculative in nature.

*Illiquid Instruments.* Certain instruments may have no readily available market or third-party pricing. Old Orchard may be unable to sell particular securities when necessary to meet a Client's liquidity needs or in response to a specific economic event, such as the deterioration for creditworthiness of an issuer. Reduced liquidity in the secondary market for certain securities may also make it more difficult for Old Orchard to obtain market quotation based on actual trades for the purpose of valuing a Client's portfolio.

*Issuer and Counterparty Credit Risk.* The issuer or the guarantor of a debt security or the counterparty to a derivatives contract, may, in certain circumstances, be unable or unwilling to make timely principal and/or interest payments, to return posted collateral or margin, or to otherwise honor its obligations. While Old Orchard will take care in selecting reputable financial institutions to trade with there will nevertheless be a risk that any such counterparty could become insolvent or unwilling to honor its obligations, which may result in material losses. The Funds may engage in transactions in securities, commodities, other financial instruments and other assets 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, commodities, other financial instruments and/or other assets 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, commodities, other financial instruments and/or other assets have been entrusted for custodial purposes. For example, if the Client's prime broker and custodian were to become insolvent or file for bankruptcy, Clients could suffer significant losses with respect to any securities held by such firm.

*Dependence on Key Personnel.* The success of the Clients is significantly dependent upon the expertise of Old Orchard's professionals, including the Principals. The loss of the services of any or all of these individuals could have a material adverse effect on the operations and performance of the Clients.

In addition, Old Orchard is not restricted from forming other Clients, from entering into other investment advisory relationships, or from engaging in other business activities, even though such activities may be in competition with existing Clients and/or may involve substantial time and resources of Old Orchard and its management team.

*Electronic Communications.* Old Orchard, on behalf of its Clients, may provide investors with statements, reports and other communications relating to the Client in which such investor has invested in electronic form such as email ("Electronic Communications"). Electronic Communications may be modified, corrupted or contain viruses or malicious code, and may not be compatible with an investor's electronic system. In addition, reliance on Electronic Communications involves the risk of inaccessibility, power outages or slowdowns for a variety of reasons. The periods of inaccessibility may delay or prevent receipt or reports or other information by an investor.

*Reliance on Technology/Systems, Disaster Recover and Cybersecurity.* Old Orchard's trading strategy is dependent upon various computer and telecommunications technologies and systems, including those provided by third parties such as prime brokers, market counterparties and other service providers. The strategies, and various other critical activities of Old Orchard could be severely compromised by telecommunications failures, power loss, software related system crashes, cyber-attacks, fire or water damage, or various other events or circumstances. The failure, corruption or breach of one or more of these technologies or systems could have a material adverse effect on the operations, financial condition and prospects of the Clients.

## **Item 9. Disciplinary Information**



Registered investment advisers are required to disclose all material facts regarding any legal or disciplinary events that would be material to a Client's evaluation of Old Orchard or the integrity of Old Orchard's management. Old Orchard has no disciplinary events to report.

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

Old Orchard and certain of its affiliates, are registered as a Commodity Pool Operator and a Commodity Trading Advisor with the Commodity Futures Trading Commission (the "CTFC"). The Adviser relies on the CFTC's 4.7. exemption from certain requirements for firms advising qualified eligible persons.

In addition, supervised persons of Old Orchard currently, and may in the future, provide certain services to public or private entities, which may include service on the board of directors or other committees of portfolio companies or other entities. Fees or other economic benefits may be received in connection with such services, which may be paid directly or indirectly to a Client or retained by the supervised person or Old Orchard.

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

Old Orchard has adopted a Code of Ethics (the "Code") that obligates Old Orchard 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 Old Orchard's personnel are also required to comply with applicable federal securities laws. For additional information about the Code or to obtain a copy of it, contact David Ashear by email at [d.ashear@oldorchardcapital.com](mailto:d.ashear@oldorchardcapital.com) or by telephone at 212-331-6547.

Old Orchard, in the course of its investment management and other activities, may come into possession of confidential or material nonpublic information about issuers of securities, including issuers in which Old Orchard or its related persons have invested or seek to invest on behalf of a Client. Old Orchard is prohibited from improperly disclosing or using such information for its own benefit or for the benefit of any other person, including its Clients. Old Orchard 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 Old Orchard is acting in compliance with applicable law. In certain circumstances, Old Orchard may possess certain confidential or material nonpublic information that, if disclosed, might be material to a decision to buy, sell or hold a security. Old Orchard and its personnel are prohibited from communicating such information with respect to any Client or using such information for any Client's benefit.

To the extent that Old Orchard or its related persons invest in the same securities that Old Orchard or a related person recommends to a Client, such practices may present a conflict where, Old Orchard or its related person is in a position to trade in a manner that could adversely affect a Client. In addition to affecting Old Orchard's or its related person's objectivity, these practices by Old Orchard or its related persons may also harm a Client by adversely affecting the price at which the Client's trades are executed. Old Orchard has adopted the following procedures in an effort to minimize such conflicts: Employees are required to pre-clear certain reportable securities' transactions, as well as

purchases and sales of private securities and purchases of securities in initial public offerings in their personal accounts, with Old Orchard's Chief Compliance Officer (the "CCO") or his delegate, in accordance with Old Orchard's Code. The CCO or his delegate may deny permission to execute the transaction if such transaction will have any adverse economic impact on a Client. Further, certain securities in personal accounts are subject to a holding period, in accordance with the provisions of the Code. In addition, the Code prohibits Old Orchard or its related persons from executing personal securities transactions of any kind in any securities on a restricted securities list maintained by the CCO. All related persons to Old Orchard are also required to provide a quarterly certification of transactions in reportable securities. Trading in employee accounts will be reviewed by the Chief Compliance Officer (or his or her delegate) and compared with transactions for the Client accounts and reviewed against the restricted securities list.

To the extent Old Orchard buys or sells securities for a Client, at or about the same time that Old Orchard or a related person buys or sells the same securities for its own account Old Orchard 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 Old Orchard or its related person to the detriment of the Client.

## **Item 12. Brokerage Practices**

Old Orchard considers a number of factors in selecting a broker-dealer to execute transactions and determining the reasonableness of the broker-dealer's compensation. Such factors include net price, reputation, financial strength and stability, efficiency of execution and error resolution.

In selecting a broker-dealer to execute transactions and determining the reasonableness of the broker-dealer's compensation Old Orchard need not solicit competitive bids and does not have an obligation to seek the lowest available commission cost. It is not Old Orchard's practice to negotiate "execution only" commission rates, 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.

Old Orchard may receive research or brokerage services from a broker-dealer and/or a third party in connection with a Client's securities transactions. This is known as a "soft dollar" relationship. Currently, Old Orchard has no formal soft dollar arrangements. To the extent Old Orchard enters into any soft dollar arrangements, Old Orchard 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.

Old Orchard may arrange for a transaction between certain Clients, in which one Client buys a security from, or sells a security to, the account of another Client ("cross transactions"). Old Orchard receives no compensation (other than its advisory fee), directly or indirectly, for effecting a particular cross transaction. Old Orchard engages in cross transactions only after determining the transaction is in the best interest of each participating Client and that the securities or other instruments are suitable and appropriate for each Client.

Orders for the same security or obligation entered on behalf of more than one Client will generally be aggregated subject to the aggregation being in the best interest of all participating Clients. All Clients participating in each aggregated order shall generally receive the average price and pay a

pro rata portion of commissions and/or execution costs.

If a security or other instrument is suitable for multiple Clients, it will generally be allocated pro rata across the applicable Clients pursuant to Old Orchard's trade allocation policy. Old Orchard may consider the following factors, among others, in allocating securities among its Clients: (i) each Client's investment objective and strategy; (ii) available capital (which may include leverage); (iii) the maximum position size or any restrictions or guidelines applicable to a particular Client; (iv) each Client's risk profile; (v) tax status and restrictions placed on the Client's portfolio by the Client or by applicable law; (vi) size of the Client; (vii) nature and liquidity of the security to be allocated; (viii) size of available position; (ix) minimum or round lot restrictions (x) current market conditions; and (xi) account liquidity, account requirements for liquidity and timing of cash flows. Taking these factors into account, Old Orchard may allocate certain investment opportunities in a manner other than pro rata but will strive to allocate trades and investment opportunities in a manner that is fair and equitable to all Clients over time.

### **Item 13. Review of Accounts**

The Principals regularly review and monitor each Client's investment portfolio to determine whether positions should be maintained in view of, among other things, current market conditions. Old Orchard's review may consider specific securities held, adherence to investment guidelines and the Client's performance.

Investors in each Client will receive written reports as described in that Client's Governing Documents.

### **Item 14. Client Referrals and Other Compensation**

This Item does not apply, as Old Orchard receives no economic benefit from non-Clients in connection with Client transactions, and does not compensate any person for Client referrals.

### **Item 15. Custody**

Rule 206(4)-2 promulgated under the Investment Advisers Act (the "Custody Rule") (and certain related rules and regulations under the Investment Advisers Act) 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).

Old Orchard 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. However, Old Orchard 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. Old Orchard intends to rely upon this exception and therefore will be exempt from Rule 206(4)-2 reporting and examination requirements.

## **Item 16. Investment Discretion**

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

Old Orchard entered into the Governing Documents (including investment management agreements and subscription agreements) with each of the Clients, which sets forth the scope of Old Orchard discretion, prior to assuming full discretion in managing the Clients' assets.

Old Orchard has the authority to determine (i) the securities to be purchased and sold for each Client, subject to each Client's investment restrictions, and (ii) the amount of securities to be purchased or sold for each Client. Because of the differences 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. Old Orchard's trade allocation policy is also discussed in Item 12.

## **Item 17. Voting Client Securities**

To the extent Old Orchard has been delegated proxy voting authority on behalf of a Client, Old Orchard complies with its proxy voting policies and procedures that are designed to ensure that in cases where Old Orchard 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 Old Orchard and the Client exists, Old Orchard will determine whether voting in accordance with the guidelines set forth in the proxy voting policies and procedures is in the best interests of the Clients or take some other appropriate action.

For additional information about Old Orchard's proxy voting policies and procedures, to receive a copy or to receive information about how Old Orchard voted the Partnerships' proxies, please contact David Ashear at 212-331-6547 or [d.ashear@oldorchardcapital.com](mailto:d.ashear@oldorchardcapital.com).

## **Item 18. Financial Information**

Old Orchard does not require or solicit prepayments of fees six months or more in advance. Old Orchard has discretionary authority and deemed custody of certain Fund funds or securities. Old Orchard does not foresee any conditions that would impair its ability to meet its contractual

commitments. Old Orchard has never been the subject of a bankruptcy petition.