



Omega Advisers, LLC

Firm Brochure - Form ADV Part 2A

This Brochure provides information about the qualifications and business practices of Omega Advisers, LLC ("**Omega Advisers**"). If you have any questions about the contents of this Brochure, please contact Omega Advisers, LLC at 1 (646) 960-9026 or by email at: gindihar@omegaadvisers.com. The information in this Brochure has not been approved or verified by the United States Securities and Exchange Commission or by any state securities authority. Additional information about Omega Advisers is also available on the SEC's website at www.adviserinfo.sec.gov. Omega Advisers' CRD number is: 291076. Registration as an investment adviser does not imply a certain level of skill or training.

Av. Del Libertador, 101 Floor 10, V. Lopez
Buenos Aires, Argentina B1638
1 (646) 960-9026
gindihar@omegaadvisers.com

Version Date: March 30, 2024

Item: 2

This Part 2A constitutes an update to the Adviser's ADV Part 2A dated March 27, 2023. This Item 2 discusses only specific material changes that are made to the Brochure. Each time we will reference the date of our last annual update of the Brochure.

Pursuant to new SEC Rules, clients will receive a summary of any materials changes to the Brochure, and any subsequent versions of the Brochure within 120 days of the close of our fiscal year, which is December 31. We may further provide other ongoing disclosure information about material changes as necessary.

We will provide you with a new version of the Brochure as necessary based on changes or new information, at any time, without charge. Currently, you may request the Brochure by contacting Mr. Gabriel M. Indihar at 1 (646) 960-9026 or gindihar@omegaadvisers.com.

Item 3: Table of Contents

Item 1: Cover Page	
Item 2: Material Changes	2
Item 3: Table of Contents	3
Item 4: Advisory Business	4
Item 5: Fees and Compensation	5
Item 6: Performance-Based Fees and Side-By-Side Management	6
Item 7: Types of Clients	6
Item 8: Methods of Analysis, Investment Strategies, and Risk of Loss	6
Item 9: Disciplinary Information	9
Item 10: Other Financial Industry Activities and Affiliations	9
Item 11: Code of Ethics, Participation or Interest in Client Transactions and Personal Trading	10
Item 12: Brokerage Practices	10
Item 13: Reviews of Accounts	11
Item 14: Client Referrals and Other Compensation	11
Item 15: Custody	12
Item 16: Investment Discretion	12
Item 17: Voting Client Securities (Proxy Voting)	12
Item 18: Financial Information	12

Item 4: Advisory Business

Omega Advisers, LLC (“**Omega Advisers**” or the “**Investment Adviser**”) is an alternative asset manager headquartered in Buenos Aires, Argentina. Founded in 2017, Omega Advisers was established with a vision to pursue investment opportunities globally. Omega Advisers forges financial acumen, independent analysis with hands-on operational expertise to deliver investment returns. Omega Advisers prides itself by taking an active approach to investing. Omega Advisers’ investment strategies include a broad range of various types of investments in global markets.

Omega Advisers is owned and controlled by Mr. Gabriel M. Indihar and was founded to pursue investment opportunities on behalf of its Clients globally. Omega Advisers, taking an active approach to investment, forges financial acumen, independent analysis with hands-on operational expertise to deliver investment returns to its Clients.

Omega Advisers offers portfolio management services based on the individual goals, objectives, time horizon, and risk tolerance of each Client. Omega Advisers requires discretionary authority from Clients in order to select securities and execute transactions without permission from the Client prior to each transaction. Omega Advisers seeks to provide that investment decisions are made in accordance with its fiduciary obligations owed to its Clients and without consideration of Omega Advisers’ economic, investment or other financial interests. To meet its fiduciary obligations, Omega Advisers attempts to avoid, among other things, investment or trading practices that systematically advantage or disadvantage any Client portfolios. It is Omega Advisers’ policy to allocate investment opportunities and transactions it identifies as being appropriate and prudent among all of its Clients on a fair and equitable basis over time.

Each Client is required to enter into an Investment Advisory Contract (“IAC”) with Omega Advisers that defines the terms, conditions, authority and responsibilities of Omega Advisers and the Client. Client authorizes Omega Advisers to respond to inquiries from, communicate and share information with Client’s accountants, attorneys, advisors and other consultants or professionals as deemed necessary by Omega Advisers to provide its services to Client and/or as requested by Client. No services other than those discussed in the IAC, such as financial planning, are implied or guaranteed, except as individually negotiated and confirmed in writing. Omega Advisers is responsible only for the assets over which Client has provided Omega Advisers discretionary authority and not for the diversification or prudent investment of any other assets of Client.

Omega Advisers acts as a fiduciary regarding its investment advisory services for each Client and must put the Client’s interests above its own in managing a Client’s account. Omega Advisers agrees to provide these services to a Client in a manner consistent with its fiduciary duty to Clients and the provisions of all applicable laws, including the Investment Advisers Act of 1940.

Before signing the IAC and periodically during the parties’ advisory relationship, Omega Advisers will provide Client written disclosures of any conflicts of interest that might reasonably compromise Omega Advisers’ impartiality or independence. Omega Advisers represents and warrants that Omega Advisers does not receive compensation or other remuneration that is

contingent on any Client's purchase or sale of a financial product. Omega Advisers does not receive a fee or other compensation from another party based on the referral of a Client or Client's business. Omega Advisers may refrain from rendering any advice or services concerning securities of companies in which Omega Advisers may have substantial economic interest or other conflict, unless Omega Advisers discloses such conflict to Client before providing such advice or services with respect to Client's account. These services include the following:

- Establishing an Investment Policy Statement – Omega Advisers, in connection with the Client, will develop a statement that summarizes the Client's investment goals and objectives along with the strategy[ies] to be employed to meet the objectives. Omega Advisers then creates an Investment Policy Statement ("IPS") for each Client. Omega Advisers may invest Client's account in securities of any kind, including but not limited to, common or preferred stock, warrants, rights, corporate, municipal or U.S. Treasury bonds or notes, and mortgage-backed securities, so long as such investments are consistent with the investment objectives set forth in the incorporated Statement of Investment Policy. Omega Advisers may hold all or a portion of Client's account in cash.
- Risk tolerance levels are documented in the IPS, which is given to each Client. An IPS generally includes specific information on the Client's stated goals, time horizon for achieving the goals, investment strategies, Client risk tolerance and any restrictions imposed by the Client.
- Asset Allocation – Omega Advisers will develop a strategic asset allocation that is targeted to meet the Client's investment objectives, time horizon, financial situation and risk tolerance.
- Portfolio Construction – Omega Advisers will construct a portfolio for the Client that is intended to meet the stated goals and objectives of the Client.
- Investment Management and Supervision – Omega Advisers will provide investment management and ongoing oversight of the Client's investment portfolio. Omega Advisers will monitor Client's account on an ongoing basis and conduct periodic portfolio reviews with Client. Omega Advisers will generally be available to discuss Client's account during normal business hours and will contact Client periodically. Omega Advisers will attempt to meet with Client at least annually to discuss Client's investment needs, goals and objectives. Omega Advisers will also review Client's account performance and the continued suitability of investments recommended by Omega Advisers for Client at least quarterly.

Clients may terminate the IAC at any time and immediately upon written notice to Omega Advisers.

Omega Advisers is required to disclose the assets under management as of December 31, 2023. As of December 31, 2023, Omega Advisers had \$45,421.00 of assets under management.

Item 5: Fees and Compensation

The Management Fee equals a maximum of five percent (5%) monthly and is calculated daily. The computation of the Management Fee is to be made as of the end of each day and one hundred

percent (100%) of the Management Fee shall be paid immediately thereafter. A pro rata Management Fee is charged to Clients on any amounts permitted to be invested or withdrawn during any calendar month.

Omega Advisers uses the average daily balance of assets value for the annual billing period. Omega Advisers uses the average daily balance of assets value for the annual billing period. The average daily balance is calculated by taking the sum of a client's account balance at the end of each day of the billing cycle divided by the number of days in the billing cycle. Omega Advisers maintains and/or has access to, a record of a client's account balance for each day in the billing cycle. These fees are generally negotiable and the final fee schedule is attached as Exhibit II of the IAC.

A client is sent an invoice for the Management Fee and the Management Fee is withdrawn immediately from the client's account. Clients are responsible for the payment of all trading account fees (i.e. custodian fees, brokerage fees, transaction fees, etc.). A fee per commission trade of fifteen dollars (\$15) will be charged to each client's account. Those fees are separate and distinct from the fees charged by Omega Advisers. Omega Advisers is required to disclose that lower fees for comparable services may be available from other sources. Please see Item 15 of this brochure for more information regarding the deduction of the Management Fee from client accounts.

Item 6: Performance-Based Fee

Omega Advisers does not charge a performance-based incentive fee.

Item 7: Types of Clients

Omega Advisers generally provides advisory services to the following types of clients:

- ❖ High-Net-Worth Individuals
- ❖ Individuals
- ❖ Institutional Clients

The minimum account size that shall be accepted by Omega Advisers is two thousand U.S. dollars (USD \$2,000.00) and the Client may add to or withdraw funds from its investment account in increments of one thousand U.S. dollars (USD \$1,000.00) at any time, with no minimum subsequent investment amount. Omega Advisers can waive the minimum account size in its sole discretion.

Item 8: Method of Analysis, Investment Strategies, and Risk of Loss

Omega Advisers will rely on both fundamental and technical strategies developed by its Managing Member and Chief Compliance Officer, Mr. Indihar. Mr. Indihar has developed strategies that are methodical, time tested, and data driven, that he feels are superior to comparable benchmarks on both an absolute and risk-adjusted basis. Fundamental analysis involves the analysis of financial statements, the general financial health of companies, and/or the analysis of management or competitive advantages. Technical analysis involves the analysis of past market data; primarily price and volume.

Omega Advisers includes fundamental analysis, and momentum analysis to identify potential price inefficiencies in the market. As a general rule, Omega Advisers employs strategic asset allocation strategies for portfolio management. Omega Advisers may sometimes use passive-managed index and exchange-traded funds when appropriate. Omega Advisers minimizes market risk by maintaining a certain level of liquidity. Omega Advisers also diversifies portfolios to control the risk associated with traditional markets.

Omega Advisers has a specific investment and trading strategy and Omega Advisers selects clients whose investment objectives, risk profile and time horizons are a fit for that investment strategy. The client may change these objectives at any time. The client's goals and objectives are recorded during meetings and via correspondence with the client. Each client portfolio is constructed solely for that client. We do not use model portfolios, and we do not utilize composites to illustrate results.

Accuracy of Public Information Risk. Omega Advisers selects investments, in part, on the basis of information and data filed by issuers with various government regulators or made publicly available by the issuers or through sources other than the issuers. Although Omega Advisers evaluates this information and data and ordinarily seeks independent corroboration as appropriate and reasonably available, Omega Advisers is not in a position to confirm the completeness, genuineness or accuracy of such information and data, and in some cases, complete and accurate information is not available.

Short Selling. Omega Advisers' investment strategy will involve seeking to profit from securities believed to be overvalued by entering into short sale positions, both directly and indirectly through the use of options, ETFs, and other trading instruments. When Omega Advisers effects a short sale in a client's account, the client may be obligated to leave the proceeds thereof with the custodian and also deposit with the custodian an amount of cash or other securities that is sufficient under any applicable margin or similar regulations to collateralize its obligation to replace the borrowed securities that have been sold. Short selling involves selling securities which are not owned by the short seller and borrowing them for delivery to the purchaser, with an obligation to replace the borrowed securities. Short selling allows the client to profit from a decline in market price to the extent such decline exceeds the transaction costs and the costs of borrowing the securities. In certain cases, a short sale creates the risk of a theoretically unlimited loss, in that the price of the underlying security could theoretically increase without limit, thus increasing the cost to the client of buying those securities to cover the short position. There can be no assurance that the client will be able to maintain the ability to borrow securities. In such cases, the client can be "bought in" (i.e., forced to repurchase securities in the open market to return to the lender). There also can be no assurance that the securities necessary to cover a short position will be available for purchase at or near prices quoted in the market. Purchasing securities to close out a short position can itself cause the price of the securities to rise further, thereby exacerbating the loss. Any gain resulting from a short sale will be decreased (and any loss will be increased) by the transaction costs incurred in connection with the short sale.

Leverage and Financing Risk. Omega Advisers believes that the use of leverage may enable the client to achieve a higher rate of return. While leverage presents opportunities for increasing the client's total return, it has the effect of potentially increasing losses as well. Accordingly, any event which adversely affects the value of an investment by the client would be magnified to the extent

the client is leveraged. The cumulative effect of the use of leverage by Omega Advisers in a client's account in a market that moves adversely to the client's investments could result in a substantial loss to the client which would be greater than if the client were not leveraged. The use of leverage may create interest expenses for the client, which can exceed the investment return from the borrowed funds. To the extent the investment return derived from securities purchased with borrowed funds exceeds the interest the client will have to pay, the client's investment return will be greater than if leverage were not used. Conversely, if the investment returns from the assets acquired with borrowed funds is not sufficient to cover the cost of leveraging, the investment return of the client will be less than if leverage were not used.

In general, the anticipated use of short-term margin borrowings results in certain additional risks to the client. For example, should the securities pledged to brokers to secure the client's margin accounts decline in value, the client could be subject to a "margin call," pursuant to which the client must either deposit additional funds or securities with the broker, or suffer mandatory liquidation of the pledged Securities to compensate for the decline in value, which could result in substantial losses. In the event of a sudden drop in the value of the client's assets, the client might not be able to liquidate assets quickly enough to satisfy its margin requirements.

Uninvested Assets. Assets not invested in securities or deposited as margin or paid as premiums generally will be invested in money market instruments, including, without limitation, Treasury notes and bills, certificates of deposit, commercial paper, broker balances, bankers' acceptances, repurchase agreements or mutual funds that invest in such securities. For temporary defensive purposes, a client's account may consist of cash or other money market instruments.

Portfolio Turnover. Omega Advisers will actively manage client accounts. Omega Advisers may make adjustments to the client's portfolio if it believes that market conditions or research opinions affecting the market or individual issues warrant such action or as a result of changes in Omega Advisers' risk tolerance or to take advantage of short-term trading opportunities. Accordingly, a client's account may be expected to turn over frequently during the course of a year. In such circumstances, the client may have a higher portfolio turnover rate and pay greater brokerage commissions than portfolios with a lower portfolio turnover rate.

Risks Associated with Investments. Any investment carries certain market risks. Investments may decline in value for any number of reasons over which Omega Advisers may have no control, including changes in the overall market for equity and/or debt securities, and factors pertaining to particular portfolio securities, such as management, the market for the issuer's products or services, sources of supply, technological changes within the issuer's industry, the availability of additional capital and labor, and other similar conditions. The value of a client's portfolio will fluctuate, and there is no assurance of capital growth. The profit (or loss) derived from investment transactions consists of the price differential between the price of the securities purchased and the value ultimately realized from their disposition, plus any dividends or interest received during the period that the securities are held, less transaction costs (consisting mainly of brokerage commissions). If investment held long (held short) do not increase (decrease) in value as anticipated, Omega Advisers may sell them without a gain or at a loss.

Performance Fees. Omega Advisers does not currently charge Performance Fees.

Securities. A security investment generally refers to buying shares of stocks in return for receiving a future payment of dividends and/or capital gains if the value of the stock increases. The value of equity securities may fluctuate in response to specific situations for each company, industry conditions and the general economic environments.

Fixed Income Investments. Fixed income investments generally pay a return on a fixed schedule, though the amount of the payments can vary. This type of investment can include corporate and government debt securities, leveraged loans, high yield, and investment grade debt and structured products, such as mortgage and other asset-backed securities, although individual bonds may be the best known type of fixed income security. In general, the fixed income market is volatile and fixed income securities carry interest rate risk. As interest rates rise, bond prices usually fall, and vice versa. This effect is usually more pronounced for longer-term securities. Fixed income securities also carry inflation risk, liquidity risk, call risk, and credit and default risks for both issuers and counterparties. The risk of default on treasury inflation protected/inflation linked bonds is dependent upon the U.S. Treasury defaulting (extremely unlikely); however, they carry a potential risk of losing share price value, albeit rather minimal. Risks of investing in foreign fixed income securities also include the general risk of non-U.S. investing described below.

Exchange Traded Funds (ETFs). An ETF is an investment fund traded on stock exchanges, similar to stocks. Investing in ETFs carries the risk of capital loss (sometimes up to a 100% loss in the case of a stock holding bankruptcy). Areas of concern include the lack of transparency in products and increasing complexity, conflicts of interest and the possibility of inadequate regulatory compliance. Precious Metal ETFs (e.g., Gold, Silver, or Palladium Bullion backed “electronic shares” not physical metal) specifically may be negatively impacted by several unique factors, among them (1) large sales by the official sector which own a significant portion of aggregate world holdings in gold and other precious metals, (2) a significant increase in hedging activities by producers of gold or other precious metals, (3) a significant change in the attitude of speculators and investors.

Past performance is not indicative of future results. Investing in securities involves a risk of loss that you, as a client, should be prepared to bear.

Item 9: Disciplinary Information

There is no criminal, civil, administrative actions or proceeding to report.

Item 10: Other Financial Industry Activities and Affiliations

Omega Advisers is not registered as and does not have a pending application to become a registered Broker/Dealer. However, Mr. Gabriel M. Indihar is a beneficial owner and registered representative of First Omega, LLC, a registered Broker Dealer (CRD#: 306373/SEC#: 8-70495).

Neither Omega Advisers nor Mr. Indihar are registered as or have pending applications to become either a Futures Commission Merchant, Commodity Pool Operator, or Commodity Trading Advisor or an associated person of the foregoing entities.

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

Omega Advisers has a written Code of Ethics that covers the following areas: Prohibited Purchases and Sales, Insider Trading, Personal Securities Transactions, Exempted Transactions, Prohibited Activities, Conflicts of Interest, Gifts and Entertainment, Confidentiality, Service on a Board of Directors, Compliance Procedures, Compliance with Laws and Regulations, Procedures and Reporting, Certification of Compliance, Reporting Violations, Compliance Officer Duties, Training and Education, Recordkeeping, Annual Review, and Sanctions. Omega Advisers' Code of Ethics is available free upon request to any client or prospective client.

Omega Advisers does not recommend that clients buy or sell any security in which a related person to Omega Advisers or Omega Advisers has a material financial interest. From time to time, representatives of Omega Advisers may make trades and investments for their own accounts. In these accounts, they may use trading and investment methods that are similar to, or substantially different from, the methods used by them to direct client accounts. The records of these personal accounts will not be made available to clients. From time to time, representatives (i.e., Mr. Gabriel M. Indihar) of Omega Advisers may buy or sell securities for themselves at or around the same time as clients. This may provide an opportunity for representatives of Omega Advisers to buy or sell securities before or after recommending securities to clients resulting in representatives profiting off the recommendations they provide to clients. Such transactions may create a conflict of interest; however, Omega Advisers will never engage in trading that operates to the client's disadvantage if representatives of Omega Advisers buy or sell securities at or around the same time as clients.

Item 12 Brokerage Practices

Brokerage Arrangements. Omega Advisers recommends that clients open accounts at First Omega, LLC ("**First Omega**") based on Omega Advisers' duty to seek "best execution" which is the obligation to seek execution of securities transactions for a client on the most favorable terms for the client under the circumstances. Omega Advisers' objective in selecting custodians such as First Omega is to effect portfolio transactions is to seek the best combination of price and execution for clients. The best net price, giving effect to sales commissions charged by the custodian, spreads and other costs, is normally an important factor in this decision, but a number of other judgmental factors are considered. In applying these factors, Omega Advisers recognizes that different custodians may have different execution capabilities with respect to different types of securities. In determining whether a particular custodian is likely to provide best execution, Omega Advisers takes into account all factors that it deems relevant to the custodian's execution capability. Every three to five years, Omega Advisers is required to survey custodians to ensure that First Omega is the best custodian available to its clients.

Soft Dollar Arrangements. While Omega Advisers has no formal soft dollars' program in which soft dollars are used to pay for services, Omega Advisers receives at no charge, research, products, and/or other services from First Omega and these are classified as "soft dollar benefits" received in connection with client securities transactions. This results simply from the robust and extensive software platform offered via the Internet to all retail and institutional customers by all online

brokerage services, all of which (i.e., the Internet and standardized software platforms) postdate the Securities Exchange Act of 1934. Such soft-dollar arrangements are consistent with and not outside of the scope of the safe harbor contained in Section 28(e) of the Securities Exchange Act of 1934, as amended. There can be no assurance that any particular client will benefit from soft dollar benefits and Omega Advisers does not seek to allocate any benefits to client accounts in proportion to any soft dollar benefits generated by client accounts. Omega Advisers benefits by not having to produce or pay for the research, products or services (whether Omega Advisers uses the soft dollars' benefits or not) and Omega Advisers is deemed to have an incentive to recommend a custodian such as First Omega based on receiving soft dollar benefits. Clients should be aware that the deemed acceptance of soft dollar benefits may result in higher commissions charged to the client by the custodian. The availability of soft dollar benefits (i.e., the robust and extensive software platform offered via the Internet to all retail and institutional customers by all online brokerage services creates a conflict of interest for Omega Advisers. Stated again, Omega Advisers has no formal soft dollars' program in which soft dollars are used to pay for services.

Omega Advisers receives no referrals from First Omega in exchange for referring its Clients to First Omega.

Omega Advisers permits Clients to select a custodian but prefers if Clients select First Omega. If a Client selects a different custodian, the Client will be required to acknowledge in writing that the Client's choice with respect to the use of a custodian other than First Omega supersedes any authority granted to Omega Advisers to select the custodian and this decision may result in higher commissions for the Client. This may also result in a disparity between Client accounts. Trades for the Client will be executed after trades taken in Client accounts maintained at First Omega. In this case, the most favorable trade execution may not be achieved, which may cost the Client more. By directing Clients to First Omega, Omega Advisers will be able to aggregate or bunch the securities to be purchased or sold for multiple Clients.

Item 13 Review of Accounts

All client accounts are reviewed at least monthly by Omega Advisers through Mr. Gabriel M. Indihar with regard to a client's IPS. Other than monthly reviews may be triggered by material market, economic or political events, or by changes in client's financial situations (such as retirement, termination of employment, physical move, or inheritance). Clients receive at least quarterly an account statement from the custodian detailing the client's account, including assets held, asset value, and fees deducted. Omega Advisers does not provide additional written reports. All account statements will be sent by the custodian and clients should carefully review those account statements for accuracy.

Item 14 Client Referrals and Other Compensation

Omega Advisers does not receive any economic benefit, directly or indirectly from any third party for advice rendered to Omega Advisers' clients. Omega Advisers does not directly or indirectly compensate any person who is not advisory personnel for client referrals. However, as a registered representative and beneficial owner of First Omega, Mr. Indihar does have a financial interest when recommending that clients open an account with First Omega.

Item 15 Custody

When advisory fees are deducted directly from client accounts by the custodian, Omega Advisers is deemed to have constructive custody of client's funds and securities. As a result of this type of custody, Omega Advisers is required to have written authorization from the client to deduct applicable fees. Clients will receive invoices from Omega Advisers and clients should carefully review those invoices for accuracy. Further, due solely by having fees directly deducted from the client accounts, Omega Advisers is required to comply with and meet the following safeguard requirements:

- a. Written Authorization. The investment adviser must have written authorization from the client to deduct fees from the account held with the qualified custodian;
- b. Notice of fee deduction. Each time a fee is directly deducted from a client account, the investment adviser must concurrently:
 - i. Send the custodian an invoice specifying the amount of the fee to be deducted from the client's account; and
 - ii. Send the client an invoice specifying and itemizing the fee. Itemization includes the formula used to calculate the fee, the amount of assets under management the fee is based on, and the time period covered by the fee;
- c. The custodian sends statements to the clients showing all disbursements for the custodian account, including the amount of the advisory fee. Statements should coincide with the investment adviser or investment adviser representative billing period.
- d. The investment adviser notifies the regulator in writing that the investment adviser intends to use the safeguards provided above. Such notification is required to be given on Form ADV.

Item 16 Investment Discretion

Omega Advisers only provides discretionary investment advisory services to clients. The IAC established with each client sets forth the discretionary authority for trading. Omega Advisers manages the client's account and makes investment decisions without consultation with the client as to when the securities are to be bought or sold for the account, the total amount of the securities to be bought/sold, what securities to buy or sell, or the price per share. Client will execute a limited power of attorney to evidence discretionary authority.

Item 17 Voting Client Securities (Proxy Voting)

Omega Advisers will not ask for, nor accept voting authority for client securities. Clients will receive proxies directly from the issuer of the security or the custodian. Clients should direct all proxy questions to the issuer of the security.

Item 18 Financial Information

Omega Advisers neither requires nor solicits prepayment of more than \$500 in fees per client, six months or more in advance, and therefore is not required to include a balance sheet with this brochure. Neither Omega Advisers nor Mr. Gabriel M. Indihar has any financial condition that is

likely to reasonably impair Omega Advisers' ability to meet contractual commitments to clients. Omega Advisers has not been the subject of a bankruptcy petition in the last ten years.