

River Canyon Fund Management LLC

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Brochure: Part 2A

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This brochure provides information about the qualifications and business practices of River Canyon Fund Management LLC (“River Canyon” or the “Adviser”). If you have any questions about the contents of this brochure, please contact Doug Anderson at (310) 272 1360. The information in this brochure has not been approved or verified by the United States Securities and Exchange Commission (“SEC”) or by any state securities authority. Registration as an investment adviser does not imply a certain level of skill or training.

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

Material Changes

The last update to this brochure was made in March 2018. We do not believe there are any material changes associated with this update.

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Advisory Business

River Canyon Fund Management LLC (“River Canyon” or the “Adviser”) is a multi-strategy, credit-focused, value-oriented asset management firm that invests across a variety of asset classes, including bank debt, high yield, distressed and special situation securities, securitized assets, equities (including preferreds and common stock), convertible arbitrage and risk arbitrage.

River Canyon is a wholly-owned subsidiary of Canyon Capital Advisors LLC, which is owned by Canyon Partners, LLC. River Canyon registered with the SEC as an investment adviser in November 2013. Canyon Partners is owned by family limited partnerships and/or trusts that are ultimately controlled by Joshua S. Freidman and Mitchell R. Julis. River Canyon provides discretionary advisory and subadvisory services primarily to registered investment companies (“Mutual Funds”) and may also provide such services to private funds or other types of pooled investment vehicles and separately managed accounts (“SMAs”) (collectively referred to as “Clients”). River Canyon has four (4) Clients, and regulatory assets under management of approximately \$761 million as of December 31, 2018.

Advisory services are generally not tailored to the individual needs of fund investors and fund investors are generally not permitted to impose restrictions on investing in certain securities or types of securities. However, with respect to SMAs, Clients may obtain tailored advisory services and impose restrictions on investing in certain securities or types of securities, all of which would be detailed through a written investment advisory agreement.

The principals of River Canyon are Joshua S. Friedman and Mitchell R. Julis (collectively, the “River Canyon Principals”). Messrs. Friedman and Julis lead River Canyon and are responsible for the investment activities of River Canyon’s Clients as well as River Canyon’s research strategy and firm management.

Fees and Compensation

Clients are typically charged an asset based management fee, and Clients other than Mutual Fund Clients, may additionally be charged an incentive based fee (commonly referred to as a performance allocation or fee). The asset based management fees are normally charged at an annual rate of between 1% and 2% of the value of the Client’s net assets under management and are generally payable monthly or quarterly in arrears depending on the investment advisory agreement. The fee will generally be based on the account value on the last business day of the preceding calendar month or quarter, as applicable. The first payment, if based on less than a full period, will be pro-rated to cover the period from the date the account is opened through the end of that calendar year, quarter or month, as applicable. The performance allocation or fee, if applicable, generally equals 20% per annum of the net profit in a Client’s account, typically subject to a loss carryforward adjustment and a “high water mark”, and is generally payable in arrears at the end of each calendar year but may be payable more frequently if provided for in the investment advisory agreement. Upon termination of the investment advisory services, any unpaid portion of fees will be determined and due on a pro rata basis. In certain circumstances the performance allocation or fee may be measured over a multi-year period and/or subject to hurdle. Actual asset based management fees and performance based fees/allocation may differ from those noted above.

Clients charged performance based allocations or fees are done so in accordance with the requirements of Rule 205-3 under the Investment Advisers Act of 1940, as well as limitations applicable in California, and River Canyon will not accept clients who do not satisfy the eligibility criteria of applicable law. Under this compensation framework, River Canyon is compensated based in part on capital appreciation, and as a result, there may be an incentive for River Canyon to make investments that are riskier or more speculative than would be the case in the absence of such framework. In addition, River Canyon would receive performance based compensation on unrealized appreciation as well as realized gains with respect to certain of these Clients.

Prepayment of fees is generally not required. In certain circumstances, fees may be individually negotiated

by Clients, fund investors and/or SMAs. Negotiated fees may be higher or lower than those discussed above. Similar services may be available from other investment advisers at a lower cost.

Clients will also bear direct and indirect costs, fees and expenses incurred by or on behalf of such Clients including, among others, (i) all costs, fees and expenses of the Client directly related to the investigation, purchase, sale, preservation or retention of investments by the Client (including all fees and commissions of brokers and custodians, research expenses, quotation services, travel costs, all fees and expenses relating to the registration and qualification for sale of such investments and all transfer taxes); (ii) all federal, state and local taxes and filing fees payable by the Client; (iii) all fees and disbursements of the independent attorneys, accountants and consultants retained by the Client, or on behalf of the Client; (iv) all filing and recording fees; and (v) all interest expense of the Client. To the extent such expenses are incurred for the benefit of the multiple Clients, River Canyon will make a good faith allocation of such expenses among its Clients.

In the event a Client invests in a transaction which includes break-up, standby, commitment, consent, waiver or similar fees, the Adviser may retain such fees and reduce the management fee or reimbursable expenses next payable by a like amount.

Investors should refer to each fund's relevant offering documents (e.g., Prospectus and/or Statement of Additional Information, Confidential Offering Memorandum) for additional/supplemental information regarding the fund as well as the fees and expenses associated with such fund.

Performance-Based Fees and Side-by-Side Management

As noted above, River Canyon (and certain of its affiliates) may earn a performance allocation or fee from Clients other than Mutual Fund Clients. In the event that River Canyon charges a performance fee to some of its Clients, there may be an incentive for River Canyon to make investments that are riskier or more speculative than would be the case in the absence of such a compensation framework or to favor those Clients with performance allocations or fees over Clients without performance allocations or fees. If the actual performance allocation or fee charged to a specific Client varies, there may also be an incentive for River Canyon to favor those Clients with higher performance allocations or fees over Clients with lower performance allocations or fees. In addition, River Canyon may receive performance based compensation on unrealized appreciation as well as realized gains with respect to certain Clients.

River Canyon seeks to mitigate these risks by, among other things, seeking to allocate investments in a fair and equitable manner over time among its Clients. For more information on River Canyon's allocation procedure, please see Brokerage Practices – Allocation of Investment Opportunities.

Types of Clients

River Canyon provides investment advice primarily to registered investment companies, and may also provide such services to private funds and separate accounts managed for "accredited investors" and "qualified purchasers," as such terms are defined in the federal securities laws.

With respect to each private fund, investors must meet the applicable investor qualifications. And for separate accounts, River Canyon would expect to generally manage investment advisory accounts with a minimum size of \$50,000,000 and would further require that no withdrawal be permitted if doing so reduces the account to less than \$25,000,000, unless the account is being terminated. However, River Canyon may, in its discretion, based upon its total client relationship and other circumstances, accept or continue to advise smaller accounts from time to time.

Methods of Analysis, Investment Strategies and Risk of Loss

River Canyon seeks to extract value from complex situations to generate income and benefit from price movements caused by anticipated events, such as corporate reorganizations, restructurings, mergers,

acquisitions, spin-offs or other special situations. River Canyon will invest in a broad array of asset classes, including corporate bonds (high yield and distressed and subordinated and unsubordinated), convertible bonds, equities, senior bank loans (both on assignment and participation), and structured products (including mortgage- and other asset-backed securities). Investment themes include liquidations, restructurings, refinancing arbitrage, merger and acquisition-related investments, convertible arbitrage (which may include selling certain securities short), total return investing, capital structure arbitrage and volatility arbitrage (long and short). Allocations across these asset classes will shift over time in response to evolving value propositions and risk/reward profiles.

Prior to implementation, investment ideas for Clients are discussed among Messrs. Friedman and Julis and River Canyon's senior portfolio manager, Mr. George Jikovski. Such discussions generally focus on, among other factors, the merits of the investment on a stand-alone basis, risks embedded in and those implied by the investment, how the investment fits in with the rest of the portfolio, hedging considerations, sizing goals and/or price targets. All investment ideas ultimately must be approved by Messrs. Friedman and Julis.

"Value-Oriented" and "Event-Driven" Investing

River Canyon's strategy is to combine "value-oriented" and "event-driven" investing. River Canyon believes in employing a "bottom up" approach and focuses on rigorous research of business, credit and legal issues in order to determine values, analyzes corporate events and special situations, identifies securities which can be purchased at a price it believes represents a discount to intrinsic value, and identifies catalysts which can unlock value.

"Value-oriented" investing is an investment strategy characterized by research directed at identifying gaps between the market valuations of financial instruments and the intrinsic values of the underlying assets or enterprises. These gaps are frequently created by business, financial or legal uncertainties that depress market valuations of financial instruments, or discrete events that affect the valuation of a company or pool of assets. In such situations, River Canyon performs extensive research to develop an opinion about the true nature and extent of the risks presented by those uncertainties. If River Canyon determines that a discount is sufficiently large and unwarranted, it may take a long position in such security. Conversely, when River Canyon believes that the market value of a security is significantly above its intrinsic value because investors are underestimating the risks associated with the security or for other reasons, it may establish a short position in that security.

"Event-driven" investing complements River Canyon's value approach by identifying near- and intermediate-term catalysts that may affect investors' perceptions of securities. By understanding the likelihood of value-creation catalysts, River Canyon positions itself to better gauge the holding period and internal rates of return of its investments. Generally, River Canyon attempts to purchase a security at a discount from its intrinsic value in event-driven situations where: (i) diminution of value is limited by either the security's ranking in the capital structure or the underlying hard asset or going concern value; (ii) there is potential for significant capital appreciation or ongoing current income; and (iii) there is an identifiable catalyst that can result in price appreciation.

Investment Process

River Canyon's approach to "value-oriented" investing integrates the core analyses it generally performs for fixed income investments. The foundation for investing in a company's securities or structured finance vehicles is based on a discounted cash flow or an abnormal earnings valuation, with a particular emphasis on the timing of the cash flows and the risks associated with various components of that cash flow stream. River Canyon's approaches to its two main areas of investment (corporate credit and, to a lesser extent, structured finance) are described below.

Corporate Investments. For corporate investments, River Canyon generally engages in a thorough analysis of the company's historical financial statements in order to understand the economics of its

underlying operational, investment, and financial activities. River Canyon typically performs in-depth industry competitive analyses so as to better understand and project the company's top line, margins, and capital efficiency. River Canyon's analysis of prevailing market prices of a company's securities provides insights into the expectations that the market currently has for the company, and provides an indication of the likely cost of capital going forward. In addition, by comparing the resulting enterprise value to the replacement value, book value, and liquidation value of a company's assets, River Canyon can gain a better appreciation for any abnormal returns that might be expected of the company.

The above analyses help provide an overall sense of the company's enterprise value and a general sense for the value of a company's securities. Additional credit analytics are required to meaningfully differentiate between the attractiveness of non-equity securities within a capital structure, as well as to provide a more complete appreciation of the possibilities for and consequences of changes to the corporate balance sheet. In addition, River Canyon generally scrutinizes a company's fixed income and preferred securities, seeking to understand the associated maturity schedules and the specific contractual obligations and prohibitions that are tied to these instruments. This process allows River Canyon to better understand a company's financial flexibility, its future optimum capital structure, and its cost and probability of accessing the capital markets. Together, this information enables River Canyon to refine its discounted cash flow and abnormal earnings analyses and to more accurately assess whether a company's current capital structure is congruent with its needs. Frequently, this knowledge also will enable River Canyon to identify situations in which a company's rebalancing of assets and liabilities may unlock hidden value for holders of its securities.

With this integrated analytic approach, River Canyon applies a consistent risk/reward yardstick across all of a company's securities. This comprehensive survey positions River Canyon to identify the securities that are cheapest from a risk/reward perspective and enables River Canyon to create intra-capital hedges that exploit instances in which investors in various layers of a company's securities have placed different odds on selected corporate outcomes. By applying intra-capital hedges to its investment strategy, River Canyon can at times more safely invest in certain corporate outcomes.

Structured Finance Investments. River Canyon's approach to structured finance investing is similar to its approach to corporate investing in that a thorough analysis of available information generally is conducted so as to gain an understanding of likely future cash flows. This integrated analysis combines two more focused analyses—the first concerning the performance of the underlying collateral, and the second concerning the nature by which collateral cash flows are to be apportioned between the various securities of a structured finance vehicle.

River Canyon's analysis of a structured vehicle's underlying collateral attributes provides insights into how collateral is likely to respond across a wide range of future scenarios. River Canyon combines this asset level information (which usually includes detailed information about individual borrowers and the assets which support each individual loan) with analysis of past performance, compares it with performance of similar collateral in other securitizations, and thereby arrives at a base case trajectory for the structured vehicle's cash flows. Based upon the creditworthiness of underlying borrowers (as demonstrated by metrics such as loan-to-value, borrower FICO score, existence of additional debt, and loan type) and the volatility of the underlying assets (as influenced by characteristics such as asset type, geography, and loan-to-value), River Canyon develops scenarios around this base case that reveal how the structured vehicle's cash flows could change if various macroeconomic events or policy changes come to pass.

The second part of the structured finance analysis also mirrors River Canyon's approach to corporate analysis. River Canyon typically examines the various securities within a structured finance vehicle with the goal of identifying the tranche with the optimal risk/reward. A thorough understanding of a security's rights—and, in particular, its priority on various waterfalls concerning the apportionment of principal repayments and interest payments, and shortfalls and losses due to defaults and loan modifications—can usually reveal the sensitivity of a given security to changes in the timing and magnitude of a securitization's overall cash flows. By combining these two analyses, River Canyon seeks to identify those structured

finance securities that exhibit abnormal return potential relative to risk.

“Total Return” Approach

River Canyon takes a “total return” approach to investing, looking carefully at a timeline of potential events that are likely to drive values. While intrinsic “cheapness” is a vital attribute of River Canyon’s prospective investments, it is often not in itself sufficient to warrant investment. This is especially true with equities and deeply distressed corporate or structured finance debt securities. Fixed income investors of performing debt securities may rely on contractual coupon payments and principal repayments at maturity, but equity investors realize value when the market recognizes formerly hidden value. As a consequence, equity-like securities with large intrinsic discounts and small probabilities for near-term value-creation catalysts are often less attractive than equity-like securities with very small discounts but with high probabilities for near-term catalysts. River Canyon is mindful of this phenomenon and takes care to identify and understand potential value-recognition catalysts. These catalysts usually pertain to company specific matters and may involve re-financings, restructurings, mergers and acquisitions, asset purchases or divestitures, or legal rulings. In other instances, catalysts may be more macroeconomic and involve changes in investors’ perceptions towards certain asset classes due to legislative or regulatory actions, or fiscal or monetary policies. By employing an event-driven, total return approach that includes consideration of holding periods, River Canyon believes that it can increase the yield on many of its investments, and discover attractive investments that other value investors may overlook.

Certain Risk Considerations

Below is a summary of certain risks. Clients should refer to each fund’s Prospectus, Statement of Additional Information, and other relevant documents for additional/supplemental information regarding risk.

General Risks

Possibility of Losses

Account values will fluctuate based upon a multitude of factors, including the financial condition, results of operations and prospects of the issuers of the underlying securities acquired, governmental intervention, market conditions, and local, regional, national and global economic conditions. Therefore, Clients could lose all or a portion of their principal invested with River Canyon if the trading strategies are not successful.

Portfolio Concentration

Client accounts are not generally limited with respect to the amount of capital that may be committed to any one investment. Except as may be required by applicable law, regulation, or separately negotiated, no limit will be placed on the concentration of investments to be made in a single industry or geographic area.

Volatility

The prices of some of the instruments traded by River Canyon have been subject to periods of excessive volatility in the past, and such periods may continue. Price movements are influenced by many unpredictable factors, such as market sentiment, inflation rates, interest rate movements and general economic and political conditions.

While volatility can create profit opportunities, it can also create the specific risk that historical or theoretical pricing relationships will be disrupted; causing what should otherwise be comparatively low risk positions to incur significant losses. On the other hand, the lack of volatility can also result in losses for certain positions that profit from price movements.

Possible Ineffectiveness of Risk Reduction Techniques

River Canyon may employ various risk reduction strategies designed to minimize the risk of Clients’ trading positions. A substantial risk remains, nonetheless, that such strategies will not always be possible to

implement, and when possible will not always be effective in limiting losses. If River Canyon analyzes market conditions incorrectly, or employs a risk reduction strategy that does not correlate well with Client investments, such risk reduction techniques could increase rather than mitigate losses. These risk reduction techniques may also increase volatility and/or result in a loss if the counterparty to the transaction does not perform as promised. Moreover, even though River Canyon may employ “stop loss” orders on individual positions, there is no assurance that any such order will be executed at or near the desired “stop loss” level.

Leverage

Although River Canyon has traditionally utilized limited leverage, it may in the future utilize more leverage as part of its investment strategy and process. Leveraging may arise by margin loans on a Client’s securities, through committed lending facilities or through access to the public or private debt markets, as well as through the use of hedging and put/call, long/short investment strategies. If the amount of leverage 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 portfolio 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 investment gains (in excess of borrowing costs) made with the additional monies borrowed will generally cause the net asset value of a Client account to rise more rapidly than would otherwise be the case. Conversely, any investment losses with respect to the additional monies borrowed (including the failure by the Client to cover their cost) will generally cause the net asset value of the Client’s portfolio to decline faster than would otherwise be the case. To the extent that Client assets are deposited as margin and therefore not fully paid for, a bankruptcy of a prime broker or custodian may expose the Client to loss in that it may only be able to share as an unsecured creditor in that prime broker’s or custodian’s assets.

Investments in Restricted Securities

River Canyon is prevented from buying or selling certain publicly traded securities if River Canyon or its affiliates (see Other Financial Industry Activities and Affiliations section for information about affiliated entities) acquire material, non-public information with respect to such securities. In addition, with respect to a publicly traded security that a Client already holds, such security will be placed on a “restricted securities list” and will not be traded until the material, non-public information becomes public or is no longer material.

Investment Risks

Investments made by River Canyon

River Canyon may invest in a broad array of financial instruments. These may include the financial instruments of foreign entities, which may be both public and private. In addition to the risks associated with investments of this kind in general, such investments may also involve the risks associated with currency fluctuations and various political factors, as described below. River Canyon may also invest in treasury securities and other cash equivalents when attractive opportunities for capital appreciation appear to be limited.

Investments in Undervalued Securities

The identification of investment opportunities in undervalued securities is a difficult task, and there is no assurance that such opportunities will be successfully recognized or acquired. While investments in undervalued securities offer the opportunities for above-average capital appreciation, these investments involve a high degree of financial risk and can result in substantial losses. Returns generated from the fund’s investments may not adequately compensate for the business and financial risks assumed.

River Canyon may make certain investments in securities which it believes to be undervalued. However, there are no assurances that the securities purchased will in fact be undervalued. In addition, Clients may be required to hold such securities for a substantial period of time before realizing their anticipated value. During this period, a portion of a Client’s capital would be committed to the securities purchased, thus

possibly preventing the Client from investing in other opportunities. In addition, a Client may finance such purchases with borrowed funds and thus will have to pay interest on such funds during such waiting period.

Hedging Transactions

The ability of River Canyon to hedge successfully will depend on the ability of River Canyon to predict pertinent market movements, which cannot be assured. River Canyon is not required to hedge and there can be no assurance that hedging transactions will be available or, even if undertaken, will be effective. In addition, it is not possible to hedge fully or perfectly against currency fluctuations affecting the value of securities denominated in non-U.S. currencies because the value of those securities is likely to fluctuate as a result of independent factors not related to currency fluctuations. Moreover, it should be noted that Clients will always be exposed to certain risks that cannot be hedged, such as counterparty credit risk. Furthermore, by hedging a particular position, any potential gain from an increase in the value of such position may be limited.

Non-Investment Grade Investments

To the extent permitted by applicable law, regulation or a Client's investment mandate, River Canyon may purchase financial instruments of, or make direct loans to, companies that are not of investment grade. River Canyon may purchase loans that are in default or are from issuers in financial distress and may also purchase trade or other claims against credit impaired companies, which generally represent money owed by the company to a supplier of goods and services. Loans or claims purchased by River Canyon may not have any maturity and may be secured or unsecured. As with other types of debt instruments, loans and trade claims involve the risk of loss in case of default or insolvency of the borrower, particularly if the borrowing is unsecured. In addition, trade claims may be subject to other defenses such as warranty claims or failure to provide the product or services. Such loans are also less liquid than are the debt instruments of publicly traded companies.

Bank Loans and Participations

River Canyon may invest in bank loans and participations. These obligations are subject to unique risks, including: (i) the possible invalidation of an investment transaction as a "fraudulent conveyance" under relevant creditors' rights laws; (ii) so-called "lender liability" claims by the issuer of the obligations; (iii) environmental liabilities that may arise with respect to collateral securing the obligations; and (iv) limitations on the ability of a Client to directly enforce its rights with respect to participations. In analyzing bank loans or participations, River Canyon compares the relative significance of the risks against the expected benefits. Successful claims by third parties arising from these and other risks, absent willful misconduct, gross negligence, fraud or criminal wrongdoing in or about the conduct of the Clients' business or affairs or in the execution or discharge of its duties, powers, authorities or discretions by River Canyon or its affiliates, will be borne by the Client.

Clients may experience significant delays in the settlement of certain loan and/or bank debt transactions, particularly in the case of investments that are or become distressed. Until such transactions are settled, the Client is subject to counterparty insolvency risk. Pursuant to certain insolvency laws, a counterparty may have the ability to reject, or terminate an unsettled loan transaction. If a counterparty rejects an unsettled transaction, the Client might lose any increase in value with respect to such loan that accrued while the transaction was unsettled.

River Canyon may also invest in loan participations where it will be subject to certain additional risks as a result of having no direct contractual relationship with the borrower of the underlying loan. In such circumstances, River Canyon generally would depend on the lender to enforce a Client's rights and obligations under the loan arrangements in the event of a default by the borrower on the underlying loan and will generally have no voting rights with respect to the issuer, as such rights are typically retained by the lender. Such investments are subject to the credit risk of the lender (as well as the borrower) since they will depend upon the lender forwarding payments of principal and interest received on the underlying loan.

There can be no assurance that the lender will not default on its obligations under such arrangements, resulting in substantial losses to the Client.

From time to time, River Canyon may acquire certain assets through participation and sub-participation arrangements with unaffiliated third parties. Such arrangements may expose Clients to additional credit risk compared to acquiring the asset directly because, in addition to the underlying credit risk of the asset, the Client is exposed to the risk of the direct participant defaulting on its obligations to River Canyon under the participation or sub-participation arrangement.

Prepayment Risk

The frequency at which prepayments (including voluntary prepayments by the obligors and liquidations due to default and foreclosures) occur on loans and other debt underlying certain Client investments will be affected by a variety of factors including, but not limited to, the prevailing level of interest rates as well as economic, demographic, tax, social, legal and other factors. In general, “premium” financial instruments (i.e., financial instruments whose market values exceed their principal or par amounts) are adversely affected by faster than anticipated prepayments, and “discount” financial instruments (i.e., financial instruments whose principal or par amounts exceed their market values) are adversely affected by slower than anticipated prepayments. Since Client investments may include discount financial instruments when interest rates are high, and may include premium financial instruments when interest rates are low, such investments may be adversely affected by prepayments in any interest rate environment.

Corporate Debt Obligations and High-Yield Securities

River Canyon may invest in corporate debt obligations and high-yield securities. The market value of debt securities generally tends to decline as interest rates increase and, conversely, increase as interest rates decline. Debt obligations are subject to the risk of an issuer’s inability to meet principal and interest payments on the obligations, i.e., credit risk.

“High yield” bonds and securities, which are rated in the lower rating categories by the various credit rating agencies, are subject to greater risk of loss of principal and interest than higher-rated securities and are generally considered to be speculative. They are also generally considered to be subject to greater risk than securities with higher ratings because the yields and prices of such securities tend to fluctuate more than those for higher-rated instruments and the market for lower-rated securities is less liquid and less active.

Risk Arbitrage

Special risks are associated with the use of risk arbitrage, or “merger arbitrage,” techniques. In addition to general risks of market behavior and currency fluctuations, merger arbitrage is subject to “deal risk” – the risk of non-consummation of the transaction. A number of factors may lead to deal collapse or delay, such as either party’s inability to satisfy conditions to closing, failure to obtain shareholder approval, failure to meet regulatory or antitrust requirements, failure to obtain required financing, or other events that may change the target’s or the acquirer’s willingness to consummate the transaction.

Leverage of Portfolio Companies

River Canyon investments may include securities of companies with leveraged capital structures, which could be subject to increased exposure to adverse economic factors such as an increase in interest rates, a downturn in the economy or further deterioration in the economic conditions of such company or its industry. Similarly, River Canyon may invest in entities that are unable to generate sufficient cash flow to meet principal and interest payments on their indebtedness. Accordingly, the value of a Client’s investment in such an entity could be significantly reduced or even eliminated due to further credit deterioration.

Non-Performing Nature of Loans

It is possible that certain of the loans purchased by River Canyon may be non-performing and possibly in default. Furthermore, the obligor and/or relevant guarantor may also be in bankruptcy or liquidation. There can be no assurance as to the amount and timing of payments, if any, with respect to the loans.

Nature of Bankruptcy Proceedings

There are a number of significant risks when investing in companies involved, or which may have been involved, in bankruptcy proceedings, including the following: first, many events in a bankruptcy are the product of contested matters and adversary proceedings which are beyond the control of the creditors. Second, a bankruptcy filing may have adverse and permanent effects on a company. For instance, the company may lose its market position and key employees and otherwise become incapable of restoring itself as a viable entity. Further, if the proceeding is converted to liquidation, the liquidation value of the company may not equal the liquidation value that was believed to exist at the time of the investment. Third, the duration of a bankruptcy proceeding is difficult to predict. A creditor's return on investment can be impacted adversely by delays while the plan of reorganization is being negotiated, approved by the creditors and confirmed by the bankruptcy court, and until it ultimately becomes effective. Fourth, certain claims, such as claims for taxes, wages and certain trade claims, may have priority by law over the claims of certain creditors. Fifth, the administrative costs in connection with a bankruptcy proceeding are frequently high and will be paid out of the debtor's estate prior to any return to creditors. Sixth, creditors can lose their ranking and priority in a variety of circumstances, including if they exercise "domination and control" over a debtor and other creditors can demonstrate that they have been harmed by such actions. Seventh, investors in the company may be subject to a court-imposed "cram down" in which they lose their seniority in the capital and security interest structure. Eighth, River Canyon may seek representation on creditors' committees and as a member of a creditors' committee it may owe certain obligations generally to all creditors similarly situated that the committee represents and may be exposed to liability to such other creditors who disagree with River Canyon's actions. There can be no assurance that River Canyon would be successful in obtaining results most favorable to its Clients in such proceedings, although Clients may incur significant legal fees and other expenses in attempting to do so. River Canyon may also be subject to various trading or confidentiality restrictions. In addition, River Canyon may potentially hold conflicting positions in relation to investments in companies involved in bankruptcy proceedings among its Clients.

Investment in the debt of financially distressed companies domiciled outside the United States involves additional risks. Bankruptcy law and process may differ substantially from that in the United States, resulting in greater uncertainty as to the rights of creditors, the enforceability of such rights, reorganization timing, and the classification, seniority and treatment of claims.

Short Sales

River Canyon may make short sales in any type of securities for profit in anticipation of a change in the market price of a financial instrument or as a hedge against other positions held by a Client. Short sales that are not made "against the box" and are not part of a hedging transaction create opportunities to increase return but, at the same time, are speculative and involve special risk considerations. Since the seller in effect profits from a decline in the price of the securities sold short without the need to invest the full purchase price of the securities on the date of the short sale, returns tend to increase more when the securities sold short decrease in value, and to decrease more when the securities sold short increase in value, than would otherwise be the case if the seller had not engaged in such short sales. Short sales theoretically involve unlimited loss potential, as the market price of securities sold short may continuously increase, although River Canyon may mitigate such losses by replacing the securities sold short before the market price has increased significantly. Under adverse market conditions, River Canyon might have difficulty purchasing securities to meet its short sale delivery obligations, and might have to sell portfolio securities to raise the capital necessary to meet its short sale obligations at a time when fundamental investment considerations would not favor such sales.

As a result of the financial disruptions which began in the second half of 2008, it appears likely that there may be significant additional restrictions imposed on short-selling (at least of certain issuers' securities).

Currency and Foreign Risks

River Canyon may, from time to time, invest in non-dollar denominated debt instruments or in securities of companies domiciled or operating outside of the United States. While this is not expected to be a significant portion of River Canyon's activities, investing in these securities involves considerations and possible risks not typically involved in investing in securities of companies domiciled and operating in the United States, including instability of some governments, capital controls, the possibility of expropriation, limitations on the use or removal of funds or other assets, changes in governmental administration or economic or monetary policy (in the United States or abroad) or changed circumstances in dealings between nations. The application of tax laws applicable outside the United States (*e.g.*, the imposition of withholding taxes on interest and dividend payments, income taxes and excise taxes) or confiscatory taxation may also affect River Canyon's investments. Moreover, less information may be publicly available concerning certain of the foreign issuers of securities held by Clients than is available concerning United States companies. Clients may incur higher expenses with respect to investments made outside the United States compared to investing in United States securities because of the costs incurred in connection with conversions between various currencies and the fact that brokerage commissions outside the United States may be higher than commissions in the United States. Non-United States markets also may be less liquid, more volatile and less subject to governmental supervision than in the United States.

River Canyon's investments could be adversely affected by other factors not present in the United States, including lack of uniform accounting, auditing and financial reporting standards and potential difficulties in enforcing contractual obligations. Many of the laws that govern private and foreign investment, securities transactions, creditors' rights and other contractual relationships in developing countries may be recently developed and largely untested. As a result, River Canyon may be subject to a number of unusual risks, including inadequate investor protection, contradictory legislation, incomplete, unclear and changing laws, unknowing breaches of regulations on the part of other market participants, lack of established or effective avenues for legal redress, lack of standard practices and confidentiality customs characteristic of developed markets, and lack of enforcement of existing regulations. This difficulty in protecting and enforcing rights may have an adverse effect on River Canyon and its operations. Furthermore, it may be difficult to obtain and enforce a judgment in a court outside of the United States. Regulatory controls and corporate governance of companies in developing countries may confer little protection on investors. For example, anti-fraud and anti-insider trading legislation, and the concept of fiduciary duty, may be less developed or limited compared to those in more developed markets.

Contrarian Investing

River Canyon believes the price of certain securities may become depressed to the point that such securities have lower downside risk than other investors may perceive (*i.e.*, an investment will generally be made only if it is believed that the current market price is less than the intrinsic value of the security, based on assumptions as to asset values, total liabilities or claims, timing and the rate of return on the investment). Because of the substantial uncertainty concerning the outcome of transactions involving financially troubled companies undergoing fundamental changes, there is always the potential risk of a substantial loss.

Emerging Markets

River Canyon may trade in emerging markets. These markets tend to be inefficient and illiquid as well as subject to political and other factors which do not typically affect more developed economies. Clients may sustain losses as a result of market inefficiencies or interference in emerging markets which would not take place in more developed markets.

Mortgage Loans and Mortgage-Backed Securities

River Canyon may make significant investments in residential mortgage-backed securities (“RMBS”), commercial mortgage-backed securities (“CMBS”), and pools of residential and commercial mortgage loans which may be purchased directly or indirectly through the acquisition of securitization interests. RMBS and CMBS are subject to all of the special risks associated with such mortgage loans, including those described below. Further, investing in certain mortgage loans, RMBS and CMBS involves the general risks typically associated with investing in traditional fixed-income securities (including interest rate and credit risk), and certain additional risks and special considerations, including the risks of principal prepayment and defaults, as well as the risk of investing in real estate.

Mortgage-backed securities (other than the residential agency mortgage-backed securities) are generally not guaranteed or insured by any governmental agency or instrumentality or by any other person. Distributions on mortgage-backed securities depend solely upon the amount and timing of payments and other collections on the related underlying mortgage loans. Mortgage-backed securities generally provide for the payment of interest and principal on a regular basis, and there also exists the possibility, particularly with respect to residential mortgage-backed securities, that principal may be prepaid at any time. Different types of mortgage-backed securities are subject to varying degrees of prepayment risk. The rate of principal payments on mortgage loans is influenced by a wide variety of economic, geographic, social and other factors, including general economic conditions, the level of prevailing interest rates, the availability of alternative financing and homeowner mobility. As a result of prepayments, River Canyon may reinvest assets at an inopportune time, which may expose the Client to a lower rate of return. Further, the rate of prepayments on underlying mortgage loans affects the price and volatility of a mortgage-backed security, and may have the effect of shortening or extending the effective average life beyond what was anticipated.

The risks of investing in mortgage loans reflect the risks of investing in real estate securing the mortgage loans (as the risks of investing in RMBS and CMBS reflect the risks of investing in real estate securing the loans included in the applicable securitization). Such risks include the effect of local and other economic conditions, the possibility of changes in the structure or effectiveness of the government sponsored enterprises, Fannie Mae, Freddie Mac and Ginnie Mae, the ability of tenants/home owners to make payments, and the ability to attract and retain buyers or tenants. Increasing rates of delinquencies, foreclosures and other losses on mortgage loans could, in turn, adversely affect certain other securities in which the Clients may invest.

Mortgage Market Disruptions in General

Widespread defaults on mortgage loans and mortgage-backed securities have in the past led to market turmoil and resulted in price volatility and ratings downgrades. In addition to risks associated with attempting to predict default and recovery rates on mortgage loans, including those underlying mortgage-backed securities acquired by the Client, the creditworthiness and viability of the servicers of such mortgage loans are also significant risks. Illiquidity and unpredictability in these markets can make it difficult to determine whether such servicers have sufficient capital and adequate staffing levels to fulfill their servicing obligations and the extent to which such servicers are subject to regulatory risks and risk of error. A credit or regulatory event at, or other failure by, a servicer could result in losses to the Client.

Certain Risks Associated with Investments in Residential Mortgage Loans and RMBS

Market Disruptions and Distress. The residential mortgage market in the United States and elsewhere has, at certain times, experienced disruption and instability. Such disruptions may occur even during periods of broader economic recovery. Declines in the value of mortgaged properties may result in increases in delinquencies and losses on residential mortgage loans generally.

Residential mortgage loans (including the mortgage loans underlying an issue of RMBS) held by the Client are likely to include “non-traditional” mortgage loans, such as adjustable rate mortgage loans (or “ARMs”) – *i.e.*, mortgage loans that offer relatively low monthly payments during the initial years of the loan that

increase (often significantly) in later years – or mortgage loans that require large “balloon” payments at specified times (unlike traditional, “self-amortizing” mortgage loans). Many borrowers enter into non-traditional mortgage loans with the hope that they will be able to refinance, or resell the underlying property, before the increased interest payments or balloon payments become due. Stress in the real estate markets, including declines in housing prices may, however, make these refinancings or resales commercially infeasible or impossible. This, in turn, may contribute to higher delinquency rates and losses on mortgage loans (and mortgage loans underlying RMBS) held by the Client, which would adversely affect the Client’s performance.

Under current market conditions, it is likely that many of the residential mortgage loans purchased by the Client will have loan-to-value ratios in excess of 100%, meaning that the amount owed on the mortgage loan exceeds the value of the underlying real property. Further, the borrowers on these mortgage loans may be in economic distress and/or may have become unemployed, bankrupt or otherwise unable or unwilling to make payments when due. Even though it is anticipated that the Client will pay less than the amount owed on these mortgage loans to acquire them, if actual results are different from the Client’s assumptions in determining the price for these mortgage loans, then the Client may incur significant losses.

Loss Mitigation and Foreclosure. Mortgage loans purchased by the Client, in many cases, will require loss mitigation strategies and related workout tools which may entail, among other things, a substantial reduction in the interest rate and a substantial write-down of the principal of such mortgage loan. However, even after a successful modification of a mortgage loan, a risk exists that replacement “take-out” financing will not be available upon maturity. It is possible that the Client may find it necessary or desirable to foreclose on real estate securing one or more mortgage loans purchased by the Client. Certain mortgage loans are non-recourse to the borrower. Thus with respect to such loans, if net amounts received through the foreclosure process are less than the amount owed to the Client with respect to a particular loan, then the Client will not be able to collect such deficiency and would suffer a loss.

The foreclosure process can be lengthy and expensive. Borrowers often resist foreclosure actions by asserting numerous claims, counterclaims and defenses against the mortgage loan holder, including lender liability claims and defenses, even when such assertions have no basis in fact, in an effort to prolong the foreclosure process. In some states, foreclosure actions can take several years or more to conclude and, in some cases, must be restarted if foreclosure protocols (which vary from state to state) have not been properly followed. Further, the borrower may file for bankruptcy at any time during foreclosure proceedings, thereby staying the foreclosure action and further delaying the process. Foreclosure litigation has the potential to create a negative public image of the mortgage loan holder (or, in some cases, the underlying real property, which in turn may result in disrupting ongoing leasing and management activities). Several cities are exploring the use of eminent domain to acquire defaulted residential mortgage loans as a means to forestall the foreclosure process. Any successful use of eminent domain may cause the Client to dispose of such property at a value substantially lower than that previously ascribed to such asset. At any one time, the Client’s mortgage loans and RMBS portfolio may include or be backed by residential mortgage loans with disproportionately large aggregate principal amounts secured by properties located in only a few states or geographic regions. As a result, such mortgage loans and RMBS may be more susceptible to special risks associated with particular states or regions, such as natural hazards (including earthquakes, floods, destructive weather or other natural disasters), as well as adverse local economic conditions, than would be the case for mortgage loans having more diverse property locations.

In connection with the disposition of mortgage loans, the Client may be required to make representations about the mortgage loans, including with respect to matters that the Client may be unable to diligence. Such transactions may also require the Client to indemnify the purchaser to the extent that any such representations turned out to be incorrect, incomplete or misleading. These arrangements may result in contingent liabilities, which ultimately may be paid by the Client.

Applicable Law and Regulations. State and federal laws, public policy and general principles of equity relating to the protection of consumers, abusive debt collection practices, and unfair, discriminatory and deceptive practices generally may apply to the origination, servicing and collection of the Client's residential mortgage loans and residential mortgage loans backing the Client's RMBS. Violations of these laws, policies and principles (including violations that occurred prior to the Client's ownership of the relevant asset) may limit the ability of the Client (or, as applicable, the issuer of RMBS) to collect all or part of the principal of or interest on the mortgage loans, may entitle a borrower to a refund of amounts previously paid, and could subject the owner of a mortgage loan to damages and administrative enforcement.

Numerous laws, regulations and rules related to the servicing of mortgage loans, including in respect of foreclosure actions, have been enacted and/or proposed by federal, state and local governmental authorities, including the newly formed Consumer Finance Protection Bureau created under the Reform Act. Such laws, regulations and rules may delay foreclosure processes, reduce payments by borrowers or increase reimbursable servicing expenses, which in turn would likely result in delays and reductions in the distributions to be made to the Client as the owners of residential mortgage loans or as an investor in RMBS and/or collateralized debt obligations backed by RMBS. In addition, the rate of foreclosures of properties backing subprime loans in certain states may prompt legislators, regulators and attorneys general in those states to try to prevent certain foreclosures and bring lawsuits against participants in the financing of subprime loans in their states, including issuers of RMBS backed by such loans and investors in those RMBS, including the Client. The Client and other similarly-situated investors will bear the risk that future regulatory developments will result in losses on their investments, whether due to delayed or reduced distributions or reduced market value.

Risks Associated with Servicers and Third Party Service Providers. Mortgage loans owned by the Client are serviced by one or more third party servicers. As mentioned directly above, mortgage servicers are subject to numerous laws, regulations and rules. The Client may not be able to successfully detect and prevent violations of such laws or, more generally, fraud or incompetence by such third parties, which could expose the Client to material liability. Terminating a mortgage servicer is a cumbersome process, which could result in delays in realizing the Client's investment strategies, thereby adversely affecting returns.

Whether relating to the Client's investments in mortgage loans or RMBS, the relevant servicer generally is required to make advances in respect of delinquent mortgage loans. However, servicers experiencing financial difficulties may not be able to perform these obligations. Servicers who have sought bankruptcy protection may, due to application of the provisions of bankruptcy law, not be required to advance such amounts. Even if a servicer were able to advance amounts in respect of delinquent mortgage loans, its obligation to make such advances may be limited to the extent that it does not expect to recover such advances due to the deteriorating credit of the delinquent mortgage loans. In addition, a servicer's obligation to make such advances may be limited to the amount of its servicing fee.

A number of originators and servicers of mortgage loans have experienced serious financial difficulties and, in some cases, have entered bankruptcy proceedings. These difficulties have resulted in part from declining markets for their mortgage loans as well as from claims for repurchases of mortgage loans previously sold under provisions that require repurchase in the event of early payment defaults or for breaches of representations regarding loan quality. Delinquencies and losses on, and, in some cases, claims for repurchase by the originator of, mortgage loans originated by some mortgage lenders have been asserted based on claims of inadequate underwriting procedures and policies, including inadequate due diligence, failure to comply with predatory and other lending laws and, particularly in the case of any "low documentation" or "limited documentation" mortgage loans, including loans that may support RMBS, and inadequate verification of income and employment history. Delinquencies and losses on, and claims for repurchase of, mortgage loans originated by some mortgage lenders have also resulted from fraudulent activities of borrowers, lenders and appraisers including misstatements of income and employment history, identity theft and overstatements of the appraised value of mortgaged properties. Such financial difficulties

may have a negative effect on the ability of servicers to pursue collection on mortgage loans that are experiencing delinquencies and defaults and to maximize recoveries on sale of underlying properties following foreclosure. The inability of the originator to repurchase such mortgage loans in the event of payment defaults and other loan representation breaches may also affect the performance of RMBS backed by those mortgage loans.

Additional third parties will be retained to provide services in respect of the Client's mortgage loan investments, which services may include those relating to evaluating loss mitigation strategies, assisting with valuation of underlying properties, assisting with foreclosures or general management of the loans. The Client's investments could be negatively affected by the actions taken, or advice given, by such third parties.

Certain Risks Associated with Investments in CMBS

The underlying commercial mortgage loans in an issue of CMBS held by the Client will be backed by obligations (including participation interests in obligations) that are principally secured by mortgage loans on real property (or interests therein) having a multifamily or commercial use, including regional malls or other retail space, office buildings, industrial or warehouse properties, hotels, apartments, cooperatives, nursing homes and senior living centers. Commercial mortgage loans are generally nonrecourse loans, lack standardized terms, tend to have shorter maturities than residential mortgage loans and may provide for the payment of all or substantially all of the principal only at maturity. Commercial properties also tend to be unique and are more difficult to value than single-family residential properties. The types of property securing commercial mortgage loans, and the ways that those properties are used, can also create special risks. For instance, commercial properties that operate as hospitals and nursing homes may present special risks to lenders due to the significant governmental regulation of the ownership, operation, maintenance and financing of health care institutions. Hotel and motel properties are often operated pursuant to franchise, management or operating agreements which may be terminable by the franchisor or operator, and may be subject to complex local licensing requirements.

The repayment of loans secured by income-producing commercial properties is typically dependent on the successful operation of those properties rather than upon the liquidation value of the underlying real estate or the existence of independent income or assets of the borrower. The net operating income from commercial properties is subject to volatility, however, and may not be sufficient to cover debt service on the related mortgage loan at any given time. Furthermore, the net operating income from, and value of, any commercial property may be adversely affected by risks generally incidental to interests in real property, including events that the borrower or manager of the property, or the issuer or servicer of the related issuance of CMBS, may be unable to predict or control, such as changes in general or local economic conditions and specific industry segments; declines in real estate values; declines in rental or occupancy rates; increases in interest rates, real estate tax rates and other operating expenses; changes in governmental rules, regulations and fiscal policies; natural disasters; acts of war; acts of terrorism; and social unrest and civil disturbances. The value of commercial real estate is also subject to a number of laws, such as laws regarding environmental clean-up and limitations on remedies imposed by bankruptcy laws and state laws regarding foreclosures and rights of redemption.

Mortgage loans underlying a CMBS issue may lack regular amortization of principal, resulting in a single "balloon" payment due at maturity. If the underlying mortgage borrower experiences business problems, or other factors limit refinancing alternatives, these balloon payment mortgage loans are likely to experience payment delays or even default. In addition, the mortgage loans underlying a CMBS issue may lack diversification and may relate to a single loan or a limited number of loans.

Interest Rate Fluctuations

The prices of portfolio investments can be sensitive to interest rate fluctuations, and unexpected fluctuations in interest rates could cause the corresponding prices of a position to move in directions which were not

initially anticipated. In addition, interest rate increases will generally increase the interest carrying costs to a Client of borrowed securities and leveraged investments.

No Limitations on Strategies

River Canyon acts as a sub-adviser to registered mutual funds, which must adhere to certain limitations, including those imposed by the Investment Company Act of 1940 (“Investment Company Act”) and/or the IRS, on their investment strategies and portfolio holdings.

The above notwithstanding, there are generally no material limitations on the investment strategies which River Canyon may use when investing assets on behalf of its Clients. River Canyon will opportunistically implement whatever strategies or discretionary approaches it believes from time to time may be best suited to prevailing market conditions. For some of these strategies, no specific “risk factors” are provided. Nevertheless, such strategies should be considered to be speculative, volatile and, in general, no less risky than other strategies more fully described herein. Over time, the strategies implemented on behalf of a Client can be expected to expand, evolve and change, perhaps materially. River Canyon will not generally be required to implement any particular strategies and may discontinue employing any particular strategy on behalf of a Client, whether or not such strategies are specifically described herein, and without notice to Clients. There can be no assurance that the various investment strategies which River Canyon expects from time to time to develop and implement will be successful or that strategies that have been successful will continue to be profitable.

Uncertain Exit Strategies

River Canyon typically does not know the maximum or, often, even the expected duration of any particular investment at the time of initiation. Due to the illiquid nature of certain investments, River Canyon is unable to predict with confidence what, if any, exit strategy for a given investment will ultimately be available for a Client. Exit strategies that appear to be viable at certain times during the life cycle of an investment may be precluded by the time the investment is ready to be realized due to economic, legal, political or other factors.

Derivatives Risks

Derivatives

River Canyon uses derivative financial instruments, which may include, without limitation, warrants, options, equity and/or interest rate swaps, credit default swaps, forward contracts, futures contracts and options thereon, and uses derivative techniques for hedging and for other trading purposes. The use of derivative instruments involves a variety of material risks, including the extremely high degree of leverage often embedded in such instruments and the possibility of counterparty non-performance as well as of material and prolonged deviations between the actual and the theoretical value of a derivative, due to, e.g., nonconformance to anticipated or historical correlation patterns. In addition, the markets for certain derivatives are frequently characterized by limited liquidity, which can make it difficult as well as costly to close out positions in order either to realize gains or to limit losses.

Some of the derivatives that may be traded by River Canyon will be “over-the-counter” or “OTC” contracts between a Client and third parties entered into privately, rather than on an established exchange. As a result, Clients will not be afforded the regulatory protections of an exchange or its clearinghouse, or of a government regulator that oversees the exchange or clearinghouse, if a counterparty fails to perform. In privately negotiated transactions, the risk of the negotiated price deviating materially from fair value is substantial, particularly when there is no active market available from which to derive benchmark prices.

Swap Agreements

River Canyon from time to time enters into various swap agreements (“Swaps”) as part of its investment program. A Swap is an individually negotiated, non-standardized agreement between two parties to exchange cash flows (and sometimes principal amounts) measured by different interest rates, commodity

prices, exchange rates, indices or prices, with payments generally calculated by reference to a principal (“notional”) amount or quantity. Swaps and similar derivative contracts are not currently traded on exchanges; rather, banks and dealers act as principals in these markets. As a result, River Canyon is subject to the risk of the inability or refusal to perform with respect to such contracts on the part of the counterparties with which River Canyon trades. Swaps may be subject to various other types of risk, including market risk, liquidity risk, counterparty credit risk, legal risk and operations risk. In addition, Swaps can involve considerable economic leverage and may, in some cases, involve significant risk of loss. Depending on their structure, Swaps may increase or decrease exposure to the corporate credit market, equity securities, long-term or short-term interest rates, foreign currency values, corporate borrowing rates or other factors. Swaps can take many different forms and are known by a variety of names. River Canyon is not limited to any particular form of Swap if its use is consistent with the Client’s investment objectives and policies, and the Adviser anticipates that it will invest in interest rate swaps, credit default swaps, total return swaps, variance swaps and other types of Swaps.

Depending on how they are used, Swaps may increase or decrease the overall volatility of a portfolio. The most significant factor in the performance of Swaps is the change in the specific interest rate, currency, equity index or other factors that determine the amounts of payments due to and from River Canyon’s Clients. If a Swap calls for payments by a Client, the Client must be prepared to make such payments when due. In addition, if a counterparty’s creditworthiness declines, the value of a Swap with such counterparty can be expected to decline, potentially resulting in losses to the Client. Moreover, the Client bears the risk of loss of the amount expected to be received under a swap agreement in the event of the default or bankruptcy of a swap agreement counterparty.

Credit Default Swap Agreements

River Canyon may invest in credit default swaps. The typical credit default swap contract requires the seller to pay to the buyer, in the event that a particular reference entity experiences specified credit events, the difference between the notional amount of the contract and the value of a portfolio of securities issued by the reference entity that the buyer delivers to the seller. In return, the buyer agrees to make periodic payments equal to a fixed percentage of the notional amount of the contract. River Canyon may also sell credit default swaps on a basket of reference entities as part of a synthetic collateralized debt obligation transaction.

As a buyer of credit default swaps, River Canyon will be subject to certain risks in addition to those described elsewhere herein. In circumstances in which the Client does not own the debt securities that are deliverable under a credit default swap, the Client will be exposed to the risk that deliverable securities will not be available in the market, or will be available only at unfavorable prices, as would be the case in a so-called “short squeeze.” While the credit default swap market auction protocols reduce this risk, it is still possible that an auction will not be organized or will not be successful. In certain instances of issuer defaults or restructurings (for those credit default swaps for which restructuring is specified as a credit event), it has been unclear under the standard industry documentation for credit default swaps whether or not a “credit event” triggering the seller’s payment obligation had occurred. The creation of the ISDA Credit Derivatives Determination Committee (the “Determination Committee”) is intended to reduce this uncertainty and create uniformity across the market, although it is possible that the Determination Committee will not be able to reach a resolution or do so on a timely basis. In either of these cases, River Canyon would not be able to realize the full value of the credit default swap upon a default by the reference entity.

As a seller of credit default swaps, River Canyon will incur leveraged exposure to the credit of the reference entity and become subject to many of the same risks it would incur if it were holding debt securities issued by the reference entity. However, River Canyon will not have any legal recourse against the reference entity and will not benefit from any collateral securing the reference entity’s debt obligations. In addition, the credit default swap buyer will have broad discretion to select which of the reference entity’s debt

obligations to deliver to River Canyon following a credit event and will likely choose the obligations with the lowest market value in order to maximize the payment obligations of River Canyon.

Counterparty risk is always present in credit default swaps. The market for credit default swaps on distressed securities is not liquid (compared to the market for credit default swaps on investment grade corporate reference entities). In the event that current interest rate spreads over LIBOR (or over the applicable United States Treasury Benchmark) widen or the prevailing credit premiums on credit default swaps increase, the amount of a termination or assignment payment upon a termination or assignment of a transaction due from River Canyon to the credit default swap counterparty could increase by a substantial amount.

In addition, the proper tax treatment of credit default swaps and other derivatives may not be clear. The tax environment for derivatives is evolving and changes in the taxation of derivatives may adversely affect the value of derivatives held by River Canyon.

Given the recent sharp increases in volume of credit derivatives trading in the market, settlement of such contracts may also be delayed beyond the time frame originally anticipated by counterparties. Such delays may adversely impact River Canyon's ability to otherwise productively deploy any capital that is committed with respect to such contracts.

Certain governmental entities have indicated that they intend to regulate the market in credit default swaps. It is difficult to predict the impact of any such regulation on River Canyon, but it may be adverse (including making River Canyon ineligible to be a "seller" of credit default swaps).

Total Return Swaps

River Canyon from time to time may invest in total return swaps. As a buyer of total return swaps, River Canyon's Clients will be obligated to make certain periodic payments in exchange for the total return on a referenced asset, including coupons, interest and the gain or loss on such asset over the term of the swap. Clients may be required to maintain collateral with the total return swap counterparty. If the Client fails to fulfill its payment obligations or fails to post any required collateral under a total return swap, the total return swap counterparty may declare an event of default and, as a result, the Client may be required to pay swap breakage fees, suffer the loss of the amounts paid to the counterparty and forego the receipts from the counterparty of further total return swap payments.

Over-the-Counter Derivatives Markets

The Dodd-Frank Wall Street Reform and Consumer Protection Act ("Dodd-Frank"), enacted in July 2010, comprehensively regulates the OTC derivatives markets. Dodd-Frank mandates that certain OTC derivatives be executed through regulated swap execution facilities and be submitted for clearing to regulated clearinghouses. OTC derivatives that are cleared are subject to minimum initial and variation margin requirements set by the relevant clearinghouse, as well as possible SEC- or CFTC- or other regulatory mandated margin requirements. OTC derivatives dealers typically demand the unilateral ability to increase a Client's collateral requirements for cleared OTC trades beyond any regulatory and clearinghouse minimums. Regulators also have imposed margin requirements on non-cleared OTC derivatives and requirements that apply to the holding of customer collateral by OTC derivatives dealers. These requirements may increase the amount of collateral River Canyon is required to provide and the costs associated with providing it. OTC derivative dealers also are required to post margin to the clearinghouses through which they clear their customers' trades instead of using such margin in their operations, as was widely permitted before Dodd-Frank. This has and will continue to increase the OTC derivative dealers' costs, and these increased costs are generally passed through to other market participants in the form of higher upfront and mark-to-market margin, less favorable trade pricing, and the imposition of new or increased fees, including clearing account maintenance fees.

With respect to cleared OTC derivatives, River Canyon's Clients will not face a clearinghouse directly but rather through a futures commission merchant that is registered with the CFTC and that acts as a clearing member. Clients may face the indirect risk of the failure of another clearing member customer to meet its obligations to its clearing member. Such scenario could arise due to a default by the clearing member on its obligations to the clearinghouse, triggered by a customer's failure to meet its obligations to the clearing member.

The CFTC now requires certain derivative transactions that were previously executed on a bilateral basis in the OTC markets to be executed through a regulated futures, or swap exchange or execution facility. The SEC will also impose similar requirements on certain security-based derivative transactions in the future, though it is not yet clear when those requirements will go into effect. Such requirements may make it more difficult and costly for investment funds, including River Canyon's Clients, to enter into highly tailored or customized transactions. They may also render certain strategies in which River Canyon might otherwise engage impossible or so costly that they will no longer be economical to implement. If River Canyon or its Client decides to execute derivatives transactions through such exchanges or execution facilities—and especially if it decides to become a direct member of one or more of these exchanges or execution facilities, it would be subject to the rules of the exchange or execution facility, which would bring additional risks and liabilities, and potential additional regulatory requirements.

OTC derivative dealers are now required to register with the CFTC and will ultimately be required to register with the SEC. Registered swap dealers are also subject to new minimum capital and margin requirements, business conduct standards, disclosure requirements, reporting and recordkeeping requirements, transparency requirements, position limits, limitations on conflicts of interest, and other regulatory burdens. These requirements further increase the overall costs for OTC derivative dealers, which costs may be passed along to market participants as market changes continue to be implemented. The overall impact of Dodd-Frank on River Canyon and its Clients, along with additional, sometimes overlapping, regulatory requirements imposed by non-United States regulators, remains uncertain and it is unclear how the OTC derivatives markets will adapt to future regulations.

Convertible Securities, Rights and Warrants

River Canyon may invest in hybrid securities that may be exchanged for, converted into or exercised to acquire a predetermined number of shares of an issuer's common stock at the option of the holder during a specified time period (such as convertible preferred stocks, convertible debentures, stock purchase rights, and warrants). Convertible securities generally pay interest or dividends and provide for participation in the appreciation of the underlying common stock but at a lower level of risk because the yield is higher and the security is senior to common stock. Convertible debt securities purchased by a Client that are acquired for their equity characteristics are not subject to minimum rating requirements.

The value of a convertible security is a function of its "investment value" (determined by its yield in comparison with the yields of other securities of comparable maturity and quality that do not have a conversion privilege) and its "conversion value" (the security's worth, at market value, if converted into the underlying common stock). The credit standing of the issuer and other factors may also affect the investment value of a convertible security. If the conversion value is low relative to the investment value, the price of the convertible security is governed principally by its investment value. To the extent the market price of the underlying common stock approaches or exceeds the conversion price, the price of the convertible security is increasingly influenced by its conversion value.

Convertible securities may also include warrants, often publicly traded, that give a holder the right to purchase at any time during a specified period a predetermined number of shares of common stock at a fixed price but that do not pay a fixed dividend. Their value depends primarily on the relationship of the exercise price to the current and anticipated price of the underlying securities.

Futures Trading

River Canyon may trade futures contracts, including stock index futures. Futures prices are highly volatile, with price movements being influenced by a multitude of factors such as changing supply and demand relationships, government trade, fiscal, monetary and exchange control programs and policies, national and international political and economic events and speculative frenzy and the emotions of the marketplace. In addition, governments from time to time intervene in certain markets, particularly currency and interest-rate markets.

The low margin deposits normally required in futures trading permit an extremely high degree of leverage; margin requirements for futures trading being in some cases as little as 2% of the face value of the contracts traded. Accordingly, a relatively small price movement in a futures contract may result in an immediate and substantial loss to the Client.

Options Trading

When purchasing or selling an option, the risks associated with the transaction will vary depending on the type of option (i.e., put or call). When purchasing an option, it is necessary to calculate the extent to which the value of the underlying security must increase (in the case of a call) or decrease (in the case of a put) in order for a Client's position to become profitable, taking into account the premium and all transaction costs. The purchaser of options may offset or exercise the options or allow the options to expire. The exercise of an option results either in a cash settlement or in the purchaser acquiring or delivering the underlying interest. If the option is on a future, the purchaser will acquire a futures position with associated liabilities for margin. If the purchased option expires worthless, the Client will suffer a total loss of the amount invested in the option that will consist of the option premium plus transaction costs.

Selling ("writing" or "granting") an option generally entails considerably greater risk than purchasing options. Although the premium received by the seller is fixed, the seller may sustain a loss well in excess of that amount. The seller will be liable for additional margin to maintain the position if the market moves unfavorably. The seller will also be exposed to the risk of the purchaser exercising the option, and, upon such exercise, the seller will be obligated to either settle the option in cash or to acquire or deliver the underlying interest, depending on the terms of the option. If the option is on a future, upon exercise by the purchaser of the option, the seller will acquire a position in a future with associated liabilities for margin. If the option is "covered" by the seller holding a corresponding position in the underlying interest or a future or another option, the risk may be reduced. If the option is not covered, the risk of loss can be unlimited. In the case of an option on a future, certain exchanges in some jurisdictions permit deferred payment of the option premium, exposing the purchaser to liability for margin payments not exceeding the amount of the premium. The purchaser is still subject to the risk of losing the premium and transaction costs. When the option is exercised or expires, the purchaser is responsible for any unpaid premium outstanding at that time.

Forward Contracts

River Canyon may trade deliverable forward contracts in the inter-bank currency market. Such deliverable forward contracts are not currently traded on exchanges; rather, banks and dealers act as principals in these markets. As a result of Dodd-Frank, the CFTC now regulates non-deliverable forwards (which include many deliverable forwards where the parties do not take delivery). Changes in the forward markets may entail increased costs and result in burdensome reporting requirements. There is currently no limitation on the daily price movements of forward contracts. Principals in the forward markets have no obligation to continue to make markets in the forward contracts traded. The imposition of credit controls by governmental authorities or the implementation of regulations pursuant to Dodd-Frank might limit such forward trading to less than that which River Canyon would otherwise recommend, to the possible detriment of a Client.

Regulatory Developments Related to Commodities Trading

River Canyon's trading activities may continue to be affected by regulatory developments under Dodd-Frank and analogous laws and regulations outside of the United States. While many rules applicable to River Canyon's trading activities are final, other rules are still being promulgated and implemented. The precise contours of such regulation remain somewhat uncertain and may change in unpredictable ways over time.

The foregoing discussion of certain risk factors does not purport to be a complete explanation of the risks involved with investing with River Canyon. Clients should read all documents and agreements related to opening an account or investing in a fund (including a fund's Prospectus, Statement of Additional Information, Confidential Offering Memorandum, and other relevant documents).

Disciplinary Information

There are no legal or disciplinary events that are material to a Client's or prospective client's evaluation of River Canyon's advisory business or the integrity of River Canyon's management.

Other Financial Industry Activities and Affiliations

Broker-Dealer and Registered Representatives

CP Investments LLC ("CP Investments") is a registered broker-dealer and member of FINRA and is affiliated with River Canyon. River Canyon's principals are also principals and registered representatives of CP Investments. Certain River Canyon employees are also registered representatives of CP Investments. CP Investments acts as placement agent for certain of the funds advised by Canyon Capital Advisors LLC ("CCA"). CP Investments will not act as a broker for or an agent of any River Canyon Client. River Canyon and/or Clients will not otherwise use the services of or pay sales commissions to CP Investments.

Related Investment Advisers

CCA is the sole member of River Canyon. CCA is a registered investment adviser that is ultimately controlled and managed by the same principals that control and manage River Canyon. CCA and River Canyon share certain employees, including compliance and operations personnel, and utilize the same order management system and business technology; further, trades are executed off of the same trading desk for both investment advisers. Nevertheless, while River Canyon may benefit from CCA's credit-focused investment strategy and its similar approach to investment decisions, River Canyon is a separate legal entity primarily focused on liquid credit strategies.

Canyon Partners Real Estate LLC ("CPRE"), an affiliate of River Canyon, is a registered investment adviser that is ultimately controlled and managed by the same principals that control and manage River Canyon. CPRE focuses on investments related to real estate. While the clients of CPRE have different investment objectives than the Clients of River Canyon, a conflict of interest in rendering advice to River Canyon's Clients may arise because the benefits realized by the principals from managing CPRE's clients' accounts in certain circumstances may exceed the benefit from managing River Canyon's Clients' accounts and, therefore, may provide an incentive to favor such other accounts. The principals of CPRE and River Canyon will not enter into transactions in which they knowingly and deliberately favor themselves or another client over the Clients of River Canyon; however, the principals have considerable discretion to trade for other accounts, and intend to do so to a significant extent.

AECOM-Canyon Partners Real Estate Fund Advisors LLC ("AECOM-Canyon"), an affiliate of River Canyon, is a registered investment adviser that is a joint venture between AECOM Capital Real Estate, LLC and CPRE. AECOM-Canyon focuses on capital appreciation primarily by investing in co-general partner equity opportunities in development and value-add commercial real estate projects located in the top ~25 markets across the United States.

ICE Canyon LLC (“ICE”), an affiliate of River Canyon, is a registered investment adviser that is 50% owned by CCA. The remaining 50% is owned by Range Capital LP. ICE generally focuses on emerging market debt. While the clients of ICE have different investment objectives than the Clients of River Canyon, a conflict of interest in rendering advice to River Canyon’s Clients may arise because the benefits realized by the principals from managing ICE’s clients’ accounts in certain circumstances may exceed the benefit from managing River Canyon’s Clients’ accounts and, therefore, may provide an incentive to favor such other accounts. The principals of ICE and River Canyon will not enter into transactions in which they knowingly and deliberately favor themselves or another client over the Clients of River Canyon; however, the principals have considerable discretion to trade for other accounts, and intend to do so to a significant extent.

Canyon Capital Advisors (Europe) Ltd. (“CCA EU”) is a wholly owned subsidiary of CCA. CCA EU is registered with the Financial Conduct Authority. CCA EU may provide research related services to River Canyon.

Canyon CLO Advisors LLC (“CLO Advisors”) is a subsidiary of CCA that was formed and registered with the SEC as an investment adviser in July 2015. It is ultimately controlled and managed by the same principals that control and manage CCA. CLO Advisors acts as collateral manager, sponsor and originator to collateralized loan obligations.

Other Entities Sponsored by River Canyon’s Affiliates

River Canyon’s affiliates (including CCA, CPRE, AECOM-Canyon, ICE and CLO Advisors) currently sponsor a number of private investment vehicles, partnerships, and companies and act as the investment adviser to managed accounts, and trade on behalf of themselves and their affiliates, which may create certain conflicts of interest among River Canyon, such affiliates and their respective clients. River Canyon may also have a conflict of interest in rendering advice to multiple Clients because the benefit from managing one Client account may exceed the benefit of managing another Client account(s) and, therefore, may provide an incentive to favor such other account(s). Moreover, if River Canyon makes investment decisions for multiple Clients, they may be competing for the same or similar positions. River Canyon also must take into account the varying investment objectives and limitations, tax considerations, available cash, investment horizons and other factors of each Client. There can be no assurance that a single Client will receive as large an allocation in respect of limited investment opportunities as it might otherwise have absent these considerations. Please see Brokerage Practices – Allocation of Investment Opportunities which discusses River Canyon’s allocation policy.

River Canyon is not obligated by contract to buy, sell or recommend for one Client any security or other investment that may be bought, sold or recommended for other Clients or for River Canyon’s own or related persons’ account, but River Canyon will endeavor to fairly allocate the investment opportunity or dispose of the investment in the event of an actual conflict.

River Canyon will not enter into transactions in which it knowingly and deliberately favors itself or a single Client over another Client; however, the Adviser is given considerable discretion to trade for other accounts, and intends to do so to a significant extent.

With respect to Clients other than Mutual Fund Clients, to the extent permitted by the applicable governing documents for the Clients, River Canyon may, in its sole and absolute discretion, agree to waive or modify the application of any provision of the offering terms of any fund with respect to any investor, by side letter or otherwise, without obtaining the consent of any other investor. Such side letters may provide for the following modified terms: (i) various notification requirements (e.g., upon substantial redemptions by other investors, legal or regulatory actions, or the receipt of any soft dollar commissions outside of the safe harbor provided in Section 28(e) of the United States Securities Exchange Act of 1934, as amended (the “Exchange

Act”)); (ii) limitations on a fund’s ability to distribute securities in kind upon a redemption request; (iii) the provision of audited financial statements within certain periods of time; (iv) special redemption rights for key men changes and net asset value reductions; (v) the provision of information relating to a fund’s portfolio holdings (subject to non-disclosure agreements and other confidentiality considerations); (vi) reduced fees or fee rebates; (vii) minor investment restrictions that do not materially affect a fund; (viii) the provision of periodic pricing information; (ix) the waiver or modification of redemption restrictions (such as redemption fees, lock-up provisions or affiliated transfers), required redemption terms or notice requirements; or (x) provisions necessary to accommodate a particular investor’s legal, tax, sovereign or regulatory status, accounting considerations, contractual obligations, or internal guidelines or policies.

With respect to Clients other than Mutual Fund Clients, River Canyon may, in certain cases, disclose portfolio holdings of such Client to entities that evaluate portfolio risk for investors. River Canyon will provide this information to such entities as it chooses and may refuse to provide this information to any such entity at any time. Every effort is made to bind the recipients of this information to maintain the confidential nature of this information, including entering into non-disclosure agreements prior to providing this information to them. However, there can be no assurance that these entities will fulfill their confidentiality obligations to River Canyon. In addition, such Clients, in the course of conducting due diligence, may request information pertaining to their investments in a fund (either verbally or in writing), including information that is not generally made available to all Clients. River Canyon may respond to such requests without providing relevant information to all other investors. River Canyon generally is available to receive reasonable information requests from fund investors concerning their investments. However, River Canyon reserves the right to determine what information is appropriate to provide in response to inquiries from fund investors. Portfolio holdings of Mutual Fund Clients will only be disclosed as permitted by applicable law or regulation. The above notwithstanding, River Canyon will only disclose portfolio holdings to the extent not prohibited by law or regulation.

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

River Canyon has adopted a Code of Ethics (“Code”) that sets forth standards of conduct expected of employees and addresses potential conflicts that can arise from personal trading by employees. River Canyon has designated every employee, with certain very limited exceptions, as an access person for purposes of its Personal Trading Policy. As such, employees of River Canyon are covered by the Personal Trading Policy. Under the Personal Trading Policy, employees must periodically report their personal securities transactions and holdings to the Chief Compliance Officer (“CCO”) and River Canyon must review these reports. To this end, employees must arrange for River Canyon to receive the employee’s investment account statements, which contain information regarding securities transactions in the accounts of the employee. In addition, employees must obtain written or electronic approval before making certain types of investments.

River Canyon’s Personal Trading Policy is governed by two overriding principles. First, client trades are always processed first. Second, River Canyon and its employees must manage both real conflicts and the appearance of conflicts. If an employee doubts the propriety of any personal trade, such doubt is resolved in favor of not trading. The Code also contains policies involving the safeguarding of proprietary and non-public information by River Canyon personnel along with restrictions on the use of material, non-public information and the use of non-public information regarding a client.

Any issues that arise under the Personal Trading Policy must be reported to River Canyon’s CCO and senior management immediately. Clients can obtain a copy of our Code of Ethics, which includes the Personal Trading Policy, free of charge, from our CCO upon request (Doug Anderson (310) 272 1360).

Interest in Client Investments

River Canyon, its principals, employees and affiliates may trade securities for their own accounts. The records of such trading will not be made available to Clients. It is possible that principals, officers or employees of the Adviser may buy or sell securities or other instruments that the Adviser has recommended to Clients and may engage in transactions for their own accounts in a manner that is inconsistent with the Adviser's recommendations to a Client. Personal securities transactions by employees may raise potential conflicts of interest when such persons trade in a security that is owned by, or considered for purchase or sale for, a Client. As described above, the Adviser has adopted policies and procedures designed to detect and prevent such conflicts of interest and, when they do arise, to ensure that it effects transactions for clients in a manner that is consistent with its fiduciary duty to its clients and in accordance with applicable law. In compliance with the Adviser's Code of Ethics, transactions in certain securities described therein are required to be pre-cleared to allow for a review for any potential conflict of interest or insider trading. Employees of the Adviser are required to report personal securities transactions either electronically or via a monthly (or as generated, e.g. quarterly) duplicate statement sent directly from the corresponding brokerage firm.

The Investment Adviser as Principal

The Adviser does not act as principal, either buying securities for itself or its affiliates from a Client or selling securities it or its affiliates own to a Client. However, in the event that the Adviser decides to engage in any such principal transaction in the future, it will comply with the requirements of Section 206(3) of the Advisers Act and Section 25235(c) of the California Corporate Code by: (i) disclosing to the Client in writing the material terms of the transaction; and (ii) obtaining the written consent of the Client for such transaction. The Adviser will include in such disclosure: (1) its capacity as principal; (2) the cost to the Adviser of the security, in the case of a sale to a Client, or the price of the security in a resale, in the case of a purchase from a Client; and (3) the best price at which the transaction could be effected by or for the Client elsewhere if such price is more advantageous to the Client than the purchase or sale with the Adviser. River Canyon does not anticipate engaging in such transactions when the Adviser may make a trading profit.

Gifts and Business Entertainment

In the normal course of business, River Canyon and its officers and employees may provide and/or receive gifts or business entertainment to/from certain individuals and/or entities such as clients, investors, vendors, consultants, and service providers. Any such gift or business entertainment is not premised upon any specific client referral or any expectation of any other type of benefit to River Canyon. River Canyon has adopted formal policies and procedures requiring preapproval and recordkeeping of certain gifts and business entertainment.

Political Contributions

River Canyon and its principals and employees may also make political contributions to persons who may serve or seek to serve in elected capacities with certain public entities. Any such political contributions are permitted only to the extent such contributions are in accordance with River Canyon's policies and procedures regarding political contributions and do not violate the SEC's rule prohibiting pay-to-play activities adopted under Rule 206(4)-5.

Co-investment with Affiliates

It is contemplated that Clients other than Mutual Fund Clients may "co-invest" with the Adviser and/or principals of the Adviser in respect of certain investment opportunities, and certain of a Client's arbitrage and hedging activities may be conducted through an investment in a fund. Any such co-investments will be on the same terms as made available to Clients, and no additional fees will be incurred by virtue of such investments. On occasion, a fund may acquire debt or equity interests in projects financed by other entities

managed by affiliates of the Adviser. In addition, a fund may loan to or invest in entities in which other Clients of the Adviser are investors or lenders, either in similar investment positions or in different positions in the capital structure with different risk and return parameters. A Client may enter into transactions originated by, or issuers otherwise affiliated with, service providers to a fund and their affiliates. In such event, disputes may arise between the two entities regarding the terms of the investments and the enforcement of the entities' respective rights therein. Furthermore, the Adviser is not precluded from causing a fund to invest in the securities issued by companies represented in the investment portfolios of other Clients managed by the Adviser or its principals, affiliates or advisory clients. Any such purchases (or sales) will not be on a "principal-to-principal" basis and will only be offered where the Adviser is satisfied that the fund's interests are not unfairly prejudiced.

Brokerage Practices

Execution Quality

In placing purchase and sale orders of securities for Clients, River Canyon's policy is to seek the best execution of orders at the most favorable price in light of the overall quality of brokerage and research services provided. In selecting brokers to effect portfolio transactions, the determination of what is expected to result in best execution at the most favorable price involves a number of largely judgmental factors, including the broker's efficiency in executing and clearing transactions, block trading capability, and the broker's financial strength and experience in the industry. Primary market makers are used for transactions in the over the counter market except in those instances where River Canyon believes more favorable execution or price is obtainable elsewhere.

Each Client is responsible for the payment of standard custodian fees for the custody of its assets. Custodian fees are paid at market rates and are not material to the Client. Each Client incurs standard transaction costs associated with acquiring and selling securities and the brokerage commissions are negotiated at arm's length on behalf each Client. River Canyon will not receive any rebates in respect of brokerage commissions or custody fees.

In allocating brokerage business for its clients, River Canyon also takes into consideration research, analytical, statistical and other information and services provided by the broker. While River Canyon believes these services have value, they are considered supplemental to its own efforts in the performance of its duties to its advisory clients.

Trading and Soft Dollar Arrangements

River Canyon does not intend to use soft dollars to pay for third-party research or other third-party products. Furthermore, River Canyon will not enter into any third-party soft dollar arrangements without the express approval of its Chief Compliance Officer. River Canyon's Clients do pay bundled commission rates and River Canyon receives proprietary research from many of its executing brokers and prime brokers. As a result, River Canyon may pay a broker a brokerage commission in excess of that which another broker might have charged for effecting the same transactions, in recognition of the value of the brokerage and research services provided by the broker and used by a Client. In such circumstances, River Canyon endeavors to do so in accordance with the criteria of Section 28(e) of the Exchange Act ("Section 28(e)"). River Canyon may also occasionally direct transactions effected on a principal basis to brokers in recognition of the research services provided by that broker. River Canyon believes that in certain circumstances it may be important to its investment decision-making processes to have access to independent research. Some research services furnished by brokers and dealers with whom River Canyon effects securities transactions may be used in servicing all of its Clients and not all such services may be used in connection with all Clients who paid commissions to the brokers providing such services.

Generally, research services provided by brokers may include information on the economy, industries, groups of securities, individual companies, statistical information, accounting and tax law interpretations,

political developments, legal developments affecting portfolio securities, technical market action, pricing and appraisal services, credit analysis, risk measurement analysis, performance analysis and analysis of corporate responsibility issues. Such research services are received primarily in the form of written reports, telephone contacts and personal meetings with security analysts. In addition, such research services may be provided in the form of access to various computer-generated data, and meetings arranged with corporate and industry spokespersons, economists, academicians, and government representatives.

Subject to best execution, River Canyon may effect transactions with certain brokers primarily in consideration for providing research services. River Canyon may allocate brokerage to such firms; provided that the value of any research and brokerage services is reasonable in relationship to the amount of commission paid. While River Canyon tracks internally the amount of commissions paid to various brokers, in no case will River Canyon make binding or informal commitments as to the level of brokerage commissions it will allocate to a broker.

If River Canyon itself enters into a formal soft dollar arrangement to receive a mixed use product (a product that provides both Section 28(e) eligible research/brokerage functions as well as other functions), it will make a good faith allocation between the research/brokerage functions and non-research/brokerage functions, and will pay for any non-research/brokerage functions with cash. In making good faith allocations between such functions, a conflict of interest may exist by reason of River Canyon's allocation of the costs of such benefits and functions between those that primarily benefit River Canyon and those that primarily benefit its clients.

Trade Error Policy

The Adviser attempts to minimize trade errors by taking the utmost care in making and implementing investment decisions on behalf of client accounts. The Adviser has controls and procedures in place designed to detect and correct in a timely manner any trade errors that may occur. Trade errors are documented and reported to the Adviser's supervisory personnel, and trade errors are reviewed to assess whether an error was a result of a weakness in internal procedures and controls. If it is determined that a weakness in internal controls caused or contributed to the error, mitigating controls are established to rectify the identified control weakness.

Unless the Adviser has specifically addressed trade errors in the investment advisory agreement or similar agreement with a client, it is the Adviser's policy generally not to reimburse clients for any errors or mistakes with respect to the Adviser's placing or executing trades for the client, as such errors are considered by the Adviser to be a cost of doing business. However, pursuant to the pertinent investment management agreement's exculpation of liability and indemnification provisions, the Adviser will be obligated to reimburse the client for any trade error resulting from the Adviser's gross negligence or willful misconduct. The Adviser, subject to its fiduciary obligations, will determine whether or not any trade error is required to be reimbursed in accordance with this policy. Any positive trade errors will be for the benefit of the client and not retained by the Adviser.

Prime Brokers

River Canyon's Clients other than its Mutual Fund Clients may have prime brokerage arrangements with one or all of the following: Credit Suisse, Deutsche Bank, JP Morgan, and Bank of America Merrill Lynch. These arrangements provide for the clearing and settlement of trades executed at brokers other than the prime brokers noted above. River Canyon's Clients may also execute trades through brokerage divisions of its prime brokers subject to best execution. The prime brokers may, at no additional cost, also provide additional services to River Canyon from time to time, including consulting services relating to technology requirements, infrastructure implementation, facilities management, property acquisition (purchase or lease), and refurbishment or build-out advice. While this may create a potential conflict of interest, River Canyon does not believe that these additional services are material and the receipt of such services was not a consideration when selecting prime brokers. In addition to the services noted above,

the prime brokers may also provide additional services, which are discussed in more detail in the Client Referrals and Other Compensation, below.

Allocation of Investment Opportunities

River Canyon attempts to act in a fair and reasonable manner in allocating investment and trading opportunities among River Canyon's Clients. River Canyon's allocation procedures seek to allocate investment opportunities among the accounts over time in the fairest possible way, considering both the best interests and specific restrictions of the accounts. River Canyon intends to ensure that each investment is appropriate for each account in light of the characteristics of the specific security and the overall portfolio composition of such account. Although the allocation of investment opportunities among Clients may create potential conflicts of interest because of the interests of River Canyon or because River Canyon may receive different fees or compensation from its Clients, the allocation decisions will not be based on such interests, fees or compensation.

Within the overall parameters, consideration is given to account investment objectives, strategies and guidelines, account constraints and restrictions, account size, diversification, cash availability (including anticipated contributions and redemptions), liquidity constraints, tax issues, exposure to asset classes, ramp-up or ramp-down status, investment time horizon and other factors, including, where appropriate, the value of having round lots in the portfolio. River Canyon will not be obligated to allocate an investment opportunity across all of its Clients pro rata and may at times sell a portion (or all) of an investment for one or more of its Clients, while it continues to hold the same investment for other Clients. For example, if any Client is prohibited from purchasing a particular security due to any legal or other regulatory reason, such Client will not be allocated any portion of such security; however, the Adviser may over-allocate certain trades to such accounts where the legal or regular issue does not otherwise prevent the Client from participating in such trade – with the goal being to allocate trades in a fair and equitable manner over time. Mutual Fund Clients may not participate in all trades that River Canyon has determined to be illiquid. Certain River Canyon Clients may not fully participate in equity IPOs. Allocations of equity IPOs will generally be made among eligible Clients on a pro rata basis.

From time to time, River Canyon may recommend securities to one or more accounts and it or its affiliates may purchase securities for their own accounts as well. Conflicts of interest may arise among the accounts, or among River Canyon and the accounts, or as a result of some other securities investment activity or business in which one or more accounts may be engaged. In addition, River Canyon is not obligated by contract to buy, sell or recommend for an account any security or other investment that may be bought, sold or recommended for any other accounts.

On occasions where a number of accounts and affiliates are attempting to purchase the same securities, River Canyon may aggregate orders to purchase or sell securities with those of its other accounts in order to facilitate execution and minimize transaction costs. River Canyon receives no additional compensation or remuneration for such aggregation. The manner of aggregation is consistent with River Canyon's duty to seek best execution for its accounts and with the terms of its investment advisory agreements. Each account participates in aggregated orders at the average share price for each completed transaction in a security with a given broker on a given business day, with transaction costs borne by each account participating in the transaction. If all such orders cannot be fully executed under prevailing market conditions, River Canyon allocates on an equitable basis among all of its accounts the purchases or sales which can be made after taking into account the size of the order placed for the various accounts and such other factors as it deems appropriate. In some cases, this procedure may adversely affect the price paid or received by River Canyon's accounts or the size of the position obtained by such accounts. In addition, due to certain minimum investment thresholds, certain smaller accounts may not participate in all transactions. This may, over time, result in such accounts holding fewer overall positions than larger accounts.

For Client accounts other than Mutual Fund Client accounts, River Canyon and its affiliates would cause

the accounts to share on a fair and equitable basis in the legal fees and other expenses incurred from investigating and negotiating potential transactions for the accounts, whether or not such transactions are consummated. In loan transactions sourced by River Canyon and its affiliates, River Canyon may serve as agent at no additional cost to the accounts.

Cross Trades between Investment Advisory Clients Other than Mutual Fund Clients

From time to time, a Client other than a Mutual Fund Client may sell or buy a security to or from another such Client. Although these transactions should not be deemed principal transactions where the Adviser (including its controlling persons) owns less than 25% of the interests of each such Client, the Adviser recognizes the conflict of interest such transactions may create. To mitigate such conflicts of interest, the Adviser will obtain an independent review of the fairness of the transaction to both such Clients if the investment is private or an independent price (i.e., a pricing service or broker quote) if the investment is public.

For Mutual Fund Clients, the Adviser will follow the requirements of the Investment Company Act with respect to such transactions.

Review of Accounts

Client accounts are reviewed and monitored on routine basis by Senior Management. Reviews may be triggered by, among other factors, changing market conditions, news concerning specific holdings, or at the request of a Client.

SMA investors would receive transaction confirmations and monthly statements from brokers, as well as a monthly report listing the holdings, the market value, cost and other information concerning the account.

Private fund investors would receive monthly account statements listing the value of their investment. Such investors also receive an annual K-1, if applicable, and a copy of the annual audit for each private fund in which they are invested.

Taxable accounts would receive an annual tax summary.

In the event that River Canyon advises private funds, River Canyon would retain the services of a third party administrator or custodian (collectively “Administrator”) to act as administrator, share registrar, and transfer agent. An Administrator is generally responsible for producing and distributing monthly account statements and other information as specified above to investors. Also, River Canyon may, at its discretion, agree to provide certain Clients that are private funds more frequent reports and/or certain other reports than those described above due to legal/regulatory constraints and/or the specific needs and requests by such Clients. Certain information would only be provided after the Client has signed a confidentiality agreement.

Client Referrals and Other Compensation

River Canyon may enter into arrangements with third parties whereby River Canyon compensates such third parties for referring clients or investors to River Canyon. To the extent required by applicable law or River Canyon’s internal procedures, River Canyon will only enter into an arrangement if the client/investor is aware of the fee arrangement and the arrangement is in compliance with applicable rules and regulations. River Canyon will furnish each such client/investor with a current copy of the Adviser’s written disclosure statement and the solicitor’s written disclosure document and River Canyon will receive from any such client/investor a written confirmation of receipt of such documents, to the extent required by applicable law.

For Clients other than Mutual Fund Clients, River Canyon would anticipate the possibility of its executing and prime brokers referring to River Canyon potential clients/inventors or arranging for meetings with potential clients/investors who are also often clients of the broker. While this may create a potential conflict

of interest, capital introduction is not a consideration when selecting or retaining prime brokers or executing trades. While the meetings may be arranged by the brokers, there is no guarantee that the clients/investors will invest with River Canyon. Other than the standard commission rates paid by River Canyon's Clients, and customary prime brokerage fees, the brokers would not receive any compensation, directly or indirectly, for the meetings or the subsequent investments, if any. River Canyon would not select or recommend broker-dealers based upon client referrals from a broker-dealer or third party. Clients do not direct brokerage.

In relation to the Mutual Funds, River Canyon may, at its own expense and out of its own profits, provide additional cash payments to financial intermediaries who sell shares of the Mutual Fund and/or whose clients or customers hold shares of the Mutual Fund. These additional payments generally are made to financial intermediaries that provide shareholder or administrative services, or distribution related services. Payments generally are based on either: (1) a percentage of the average daily net assets of clients serviced by such financial intermediary, or (2) the number of accounts serviced by such financial intermediary. These additional cash payments also may be made as an expense reimbursement in cases where the financial intermediary provides shareholder services to Mutual Fund shareholders.

Custody

In the event that River Canyon has Clients other than Mutual Fund Clients, River Canyon may have custody of such Client funds and/or securities. In the case of Clients that are private funds, River Canyon would expect such Clients to obtain an annual audit and its investors to receive an audited financial statement within 120 days of the fund's fiscal year-end. In the case of Clients that are SMAs, they would have access to account statements prepared by a qualified custodian. River Canyon would ensure that such account statements be available on-line and updated at least quarterly. SMA Clients would also receive accounts statements directly from River Canyon.

Investment Discretion

River Canyon provides advisory and sub-advisory services on a fully discretionary basis. Clients (but generally not investors) are permitted to place limits on this discretion or with respect to certain investments and/or investment types. Prior to accepting this authority, River Canyon will enter into an advisory agreement with the client.

Neither River Canyon nor any of its affiliates, principals or employees is required to devote full time to managing any single Client. They may conduct other businesses and provide investment advisory services to other clients, including, without limitation, other affiliated investment funds and managed accounts (such as for corporate or governmental benefit plans, institutional investors and high net worth individuals), some of which may have objectives similar to those of River Canyon's Clients. They may give advice and make recommendations to other clients, which may be the same, similar to or different from those rendered to any River Canyon Client. The compensation arrangements with other clients may create incentives for River Canyon or its principals or employees to favor such other clients. However, River Canyon will not knowingly or deliberately favor any client over a River Canyon Client as result of different compensation arrangements. Decisions affecting one client may be made independently from decisions affecting River Canyon's Clients.

Class Actions

Unless otherwise specifically prohibited in the investment advisory contract, River Canyon may, at its sole discretion, file proofs of claims in relation to class actions. In such cases, River Canyon would generally participate and file the necessary claim forms through the use of an unaffiliated third-party service provider. The service provider would typically receive a contingency fee and would not typically be compensated unless a recovery is obtained. In the event that such filings are made, River Canyon expects to periodically review this process to determine if the costs associated with filings exceed the benefits.

Voting Client Securities

Generally, River Canyon has authority to vote its Client's proxies (unless a Client retains authority pursuant to its advisory agreement with River Canyon). River Canyon has adopted formal written Proxy Voting Policies and Procedures. Clients may obtain a copy of River Canyon's proxy voting policies and procedures and information on how the Client's securities have been voted upon the Client's request, free of charge from our CCO upon request.

River Canyon shall vote proxies in a manner that is in the best interest of the Client. River Canyon shall consider only those factors that relate to the Client's investment or dictated by the Client's written instructions, including how the result of the requested vote will economically impact and affect the value of the Client's investment. In voting on each and every issue, River Canyon and its employees shall vote in a prudent and timely fashion and only after a careful evaluation of the issue(s) presented on the ballot.

River Canyon has hired Institutional Shareholder Services Inc. ("ISS") to assist in coordinating its voting of proxies and to provide certain record keeping services. ISS does not vote proxies for River Canyon, but does inform River Canyon about upcoming proxies related to the securities held by its Clients.

In exercising its voting discretion, River Canyon and its employees will seek to avoid any direct or indirect conflict of interest raised by such voting decision. River Canyon will provide adequate disclosure to its Clients if any substantive aspect or foreseeable result of the subject matter to be voted upon raises an actual or potential conflict of interest to River Canyon or any of its affiliates. After informing a Client of any potential conflict of interest, River Canyon will either request such Client's consent to River Canyon's vote recommendation or request that such Client vote the proxy directly or through another designee. If the Client is unreachable or the Client has not affirmatively responded before the response deadline for the matter being voted upon, River Canyon may: (a) engage a non-interested party to independently review its vote recommendation if the vote recommendation would fall in favor of its interest (or the interest of its affiliate), to confirm that the vote recommendation is in the Client's best interest under the circumstances; (b) cast its vote as recommended if the vote recommendation would fall against its or its affiliate's interest and such vote recommendation is in the Client's best interest under the circumstances; or (c) abstain from voting if it determines that such action is in its Client's best interest under the circumstances.

River Canyon may also exercise voting and/or consent rights with respect to fixed income securities, including but not limited to, plans of reorganization, and waivers and consents under applicable indentures, consent rights that primarily entail decisions to buy or sell investments, such as tender or exchange offers, conversions, put options, redemption and Dutch auctions.

With respect to the exercising of such voting and/or consent rights, River Canyon considers each proposal regarding a fixed income security on a case-by-case basis taking into consideration any relevant financial implications, contractual obligations as well as other relevant facts and circumstances at the time of the vote.

Financial Information

River Canyon does not require or solicit pre-payment of advisory fees. There are no financial conditions that are reasonably likely to impair River Canyon's ability to meet its contractual commitments to clients.