

Apex Capital, LLC Part 2A of Form ADV Brochure

25 Orinda Way, Suite 300
Orinda, CA 94563
(925) 253-1800

March 2015

This brochure provides information about the qualifications and business practices of Apex Capital, LLC (“Apex”). If you have any questions about the contents of this brochure, please contact us at (925) 253-1800. 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.

Apex is registered with the SEC as an investment adviser. Registration as an investment adviser does not imply any level of skill or training.

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

Item 2. Material Changes

Since the last annual update amendment in March 2014 Apex has revised Item 5 to reflect certain changes to the Fund expenses.

Item 3. Table of Contents

| | |
|--|----|
| Item 1. Cover Page | 1 |
| Item 2. Material Changes | 2 |
| Item 3. Table of Contents | 3 |
| Item 4. Advisory Business..... | 4 |
| Item 5. Fees and Compensation..... | 4 |
| Item 6. Performance-Based Fees and Side-by-Side Management | 8 |
| Item 7. Types of Clients | 9 |
| Item 8. Methods of Analysis, Investment Strategies and Risk of Loss | 9 |
| Item 9. Disciplinary Information..... | 15 |
| Item 10. Other Financial Industry Activities and Affiliations..... | 15 |
| Item 11. Code of Ethics, Participation or Interest in Client Transactions and Personal Trading.. | 15 |
| Item 12. Brokerage Practices..... | 16 |
| Item 13. Review of Accounts | 20 |
| Item 14. Client Referrals and Other Compensation | 20 |
| Item 15. Custody | 21 |
| Item 16. Investment Discretion | 21 |
| Item 17. Voting Client Securities | 21 |
| Item 18. Financial Information..... | 23 |
| Item 19. Requirements for State-Registered Advisers | 23 |

Item 4. Advisory Business

Firm History and Principal Owners

Founded in 1995, Apex Capital, LLC (“Apex”) is a California limited liability company that is primarily owned and controlled by Sanford Colen, Chief Investment Officer (“CIO”). As of January 1, 2015, Apex managed approximately \$1.1 billion on a discretionary basis on behalf of private pooled investment funds (each, a “Fund”) and individually managed accounts (“IMAs”) for clients that may include private investment funds sponsored and organized by entities other than Apex, sub-advised mutual funds, UCITs funds, and other collective investment vehicles. Funds and IMAs are referred to collectively herein as “Clients.”

Services Provided

Apex only manages assets on a discretionary basis.

Apex invests principally in equity and equity-related securities, mostly domestic, but is authorized to enter into any type of investment transaction that it deems appropriate under the terms of the Client’s advisory agreement.

The investors in the Funds that Apex manages have no opportunity to select or evaluate any Fund investments or strategies. Apex selects all Fund investments and strategies.

Apex typically does not tailor its services to the individual needs of IMAs but manages each such account according to the strategy selected by that Client. Apex’s discretionary authority is limited, however, as described in Item 16.

Item 5. Fees and Compensation

Compensation to be provided to Apex is negotiable and varies but typically consists of the following components.

Investment Management Fee

Apex typically charges an annual management fee of 1% to 2% of assets under management. It should be noted that the annual management fee for the IMA’s and other non-Fund Clients are negotiated on a case by case basis and in certain cases are lower than those paid by the Funds.

The management fee is generally payable in monthly or quarterly installments at the beginning or end (depending on the provisions of each Client’s account agreement) of each period based on the net market value of the Client’s account at the close of the market on the date the fee accrues and becomes payable. The annual management fee is generally subject to waiver or reduction by Apex in its sole discretion for certain Client accounts or investors.

Performance Fee/Special Profit Allocation

Apex is typically allocated or paid from each investor in a Fund a performance allocation or fee between 0% to 20% of net profits (including both realized and unrealized gains and losses) otherwise allocable to that investor. It should be noted that the performance fee and special profit allocations for the IMA's and other non-Fund Clients are negotiated on a case by case basis and in certain cases are lower than those paid by the Funds. The performance fee/special allocation is generally subject to waiver or reduction by Apex in its sole discretion for certain Client accounts or investors. If Apex waives all or a portion of the fee with respect to any investor in any month, it may do so without informing other investors.

In certain cases, certain Clients or classes of shares are not subject to a performance fee/special profit allocation. This may cause a conflict of interest in that performance-based fees may create an incentive for Apex to make investments that are riskier or more speculative than in the absence of such incentive-based fees. This conflict of interest is mitigated by Apex's adherence to its allocation policy.

Performance fees/special profit allocations are assessed in arrears on a quarterly or annual basis and are only applied to profits that exceed the cumulative losses previously incurred by or allocated to the respective IMA or Fund investor. Apex complies with Rule 205-3 under the Investment Advisers Act of 1940.

Performance fees/ special profit allocations may create an incentive for Apex to make more risky and speculative investments than it would otherwise make.

General Information on Fees

Apex typically deducts management fees and performance allocations and fees directly from Client accounts but may bill a Client for such amounts on request.

Client accounts that invest in managed funds, such as ETFs, REITs, and master limited partnerships, also pay, indirectly, investment management fees to the managers of those funds.

Apex believes that its fees are competitive with fees charged by other investment advisers for comparable services. Comparable services may be available, however, from other sources for lower fees.

The disclosure in this Item 5, together with the disclosure in Item 12, allow a plan that is subject to the Employee Retirement Income Security Act of 1974 and that invests in an investment limited partnership of which Apex is the general partner to use the "alternative reporting option" to report Apex's compensation as "eligible indirect compensation" on the Schedule C of the plan's Form 5500 annual Return/Report of Employee Benefit Plan.

Investors and Clients should review the Funds' private placement memoranda and governing documents, and the IMA advisory agreements for a more detailed description of applicable management fees, performance fee/special profit allocations and expenses.

Expenses

Each Fund, is responsible for its own costs, which may include the following:

- (i) third party legal, consulting and accounting expenses for:
 - a. Fund offering documents and sales of shares or interests, organizational structure changes (including creating any new class of shares or interests and changing certain terms of the Fund to accommodate any investor), and non-disclosure agreements;
 - b. activist investment activities and other activities aimed at attempting to protect or enhance the value of the Fund's investments (including the costs and expenses of instituting and defending lawsuits);
 - c. ISDA and related agreements;
 - d. regulatory filings and compliance (such as Form PF, FATCA, 13H, 13F, 13G, 13D and Section 16 filings), blue sky filings, general regulatory compliance, and master/feeder issues; these may include costs of software, licenses, data protection, and implementation and related charges;
 - e. due diligence associated with investigating or investing in securities markets or issuers of securities (such as private investigator and legal expenses);
 - f. negotiating and entering into contracts and arrangements and making investments (such as brokerage, legal, accounting, investment banking, appraisal and other professional and consulting fees and expenses arising from particular investments and potential investments) and similar expenses in terminating those contracts and arrangements and disposing of the Fund's investments;
- (ii) trading costs and expenses (such as, for example, brokerage commissions and charges, clearing and settlement charges, and custodial and service fees);
- (iii) interest and commitment fees on loans and debit balances (on margin or otherwise) and other obligations of the Fund such as dividends expenses;
- (iv) income taxes, withholding taxes, transfer taxes and other governmental and self-regulatory agency charges and duties;
- (v) fees and charges of custodians, clearing agencies and banks;
- (vi) recordkeeping, auditing, tax preparation and other professional, expert and consulting fees and expenses arising in connection with the Fund's activities (including fees and expenses of counsel for the Fund, the general partner and one or more officers or managers of the general partner arising in connection with the Fund's activities);
- (vii) costs and expenses related to portfolio management systems (i.e., shadow accounting and reconciliation system and services), including but not limited to third party services for implementation, custom reporting, training, upgrades, consultations, support, maintenance, monitoring, and data extracts;
- (viii) costs related to on-line research;
- (ix) costs of trade order management systems (including but not limited to systems that facilitate trade compliance, commission management, stock locates and transaction cost analysis,

and costs of related implementation, training, upgrades, consultations, support, maintenance, monitoring and data extracts); systems, services or software related to reconciliation, treasury, margin, financing and counterparty management, transaction cost analysis, performance reporting, risk monitoring, advisory and reporting services; and valuation and quotation services (i.e., exchange, Bloomberg and similar providers) and equipment (including computer hardware and related software);

(x) fees and expenses of the Fund's administrator or any similar service provider, including such provider's fees for services such as compliance (e.g., FATCA, AML, Reg-SID), administration, accounting, investor relations, tax, audit and data extraction;

(xi) fees, costs and expenses of communicating with investors (including, without limitation, the costs of establishing and maintaining a website for such communications);

(xii) costs and expenses of investing the Fund's assets indirectly, such as through a master fund, including the Fund's proportionate share of the costs and expenses of operating a master fund;

(xiii) to the extent permitted under applicable law, ERISA bonds, premiums and other costs and expenses of insurance policies, such as coverage for cybersecurity, directors and officers, errors and omissions, as Apex considers appropriate, insuring the Fund, Apex and its affiliates against liabilities that may arise in connection with the business or management of the Fund, but only to the extent that any such policy complies with the provisions of section 410(b)(1) of ERISA at times that the assets of the Fund are treated as "plan assets" (for provisions of ERISA);

(xiv) costs and expenses of proxy voting and class action services;

(xv) costs of maintaining the Fund's registered offices in the Cayman Islands or any other jurisdiction and the costs of having the Fund's management shares held by a third party;

(xvi) costs of maintaining any appropriate registrations of the Fund including expenses related to a liquidation of the Fund (such as a liquidator); and

(xvii) fees and reimbursement for out-of-pocket expenses of the unaffiliated directors, registrar, transfer agent and corporate secretary; and

(xviii) any extraordinary expenses (such as litigation expenses).

IMAs are responsible for their own costs and expenses, which may include, among other things, trading costs and expenses, fees and charges of custodians, clearing agencies and banks, and third-party bookkeeping, recordkeeping, administrator, legal, accounting, auditing, tax preparation and other professional, expert and consulting fees and expenses.

In addition, IMAs which Apex manages may pay additional management, distribution, risk monitoring, and sponsor fees in connection with their operation. Information regarding these fees and expenses is included in the applicable fund prospectus and/or statement of additional information.

Apex bears its own operating, general, administrative and overhead expenses, other than the expenses described above. Certain expenses may be paid by securities brokerage firms to which Apex directs securities trades. Based on the advice of external legal counsel and other independent third parties qualified to opine on such matters, Apex reasonably believes that such payments fall within the safe harbor of section 28(e) of the Securities Exchange Act of 1934.

Termination

The holder of an IMA may typically terminate its investment adviser agreement with Apex with 30 days' written notice unless other terms have been negotiated. Apex's relationships with the domestic Funds are terminable only on expiration of the term of the Fund, dissolution of the Fund pursuant to the terms of its limited partnership agreement, or Apex's withdrawal as a general partner. The offshore Funds may typically terminate their investment adviser agreement with Apex on 60 days' written notice. Investors in the Funds are able to withdraw from a Fund on the last business day of each month on specified prior written notice.

In all cases, expenses, the pro rata portion of the management fee and the performance fee or allocation through the date of termination are charged to the Client or investor. All prepaid but unearned advisory fees are refunded to the Client on termination of an account. An investor who withdraws from a Fund on a date other than the last day of a management fee calculation period, however, does not receive a refund of any management fee previously paid.

Apex or the Funds may enter into side letters with certain investors that grant them rights that other investors and Clients do not have, such as: reductions of management fees and/or performance-based fees or allocations; special withdrawal rights; rights to receive reports that are more frequent or that include more information than those provided to other investors or Clients; special rights to make future investments in Apex accounts; and certain notice and consent rights.

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

Most Client accounts pay performance-based compensation as described in Item 5, but Apex also manages accounts that do not pay performance-based compensation.

Apex has an incentive to favor higher fee paying Client accounts, which frequently include those that pay performance-based compensation, over other accounts. Typically, a Client account that does not pay performance-based compensation pays a higher asset-based fee. Regardless, Apex has a conflict of interest if, in any time period, one fee structure would cause higher fees to Apex than the other fee structure, because Apex would have an incentive to favor the Client account that would pay the higher fees. To address this conflict, Apex typically allocates all investment opportunities within each strategy on a pro rata basis based on each account's assets. In addition, Apex has policies and procedures to review Client account investment allocations on a regular basis.

Item 7. Types of Clients

Apex provides investment supervisory services to IMAs and Funds. Apex's IMAs may include accounts of collective investment vehicles such as private funds sponsored or organized by other entities, sub-advised mutual funds, and UCITs funds.

Apex generally requires a minimum investment of \$50,000,000 to open an IMA.

Apex generally requires a minimum initial investment of \$1,000,000 for investors in the Funds. Each investor is required to meet certain suitability qualifications, such as being an "accredited investor" and "qualified purchaser" within the meaning set forth under the United States federal securities laws.

These minimums may be waived by Apex in its discretion.

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

Apex focuses primarily on equities, mostly U.S., taking long positions in publicly traded stocks that it believes are fundamentally undervalued. It may also invest in other instruments, including, among others, REITs, master limited partnerships, units, ETFs, swaps, options (including covered and uncovered puts and calls), other derivatives, rights, warrants, private securities, non-U.S. securities, bonds, notes, bills, participating and convertible debt instruments, and other types of instruments that present in its view a favorable risk/reward profile.

Generally, Apex offers three main investment strategies:

- *Long-biased hedged* for investors seeking an opportunistic long/short exposure;
- *Non-directional hedged* for investors seeking reduced net exposure (with the long-biased hedged strategy, "hedged strategies"); and
- *Long-only* for investors seeking dedicated long exposure (the "long-only strategy").

The portfolio managers initiate long positions in all strategies, and short positions and options exposure in the hedged strategies. Apex may from time to time employ leverage on a gross basis, for both speculative and hedging purposes.

Apex's approach to investing at a high level incorporates the following:

- Fundamental style (bottom-up, research-driven approach)
- Company and industry expertise (sector-specific)
- Investment oriented (with opportunistic trading)
- GARP bias (growth at a reasonable price)

- Price discrimination (selective entry and exit price points)
- Anti-momentum (buy/cover weakness, sell/short strength)
- Independent thinking and analysis (contrarian)

Apex's objective is to provide superior risk-adjusted long-term returns by adhering to a strict research discipline. The investment team believes that momentum investors strongly influence the stock market, and that a fundamental research-driven investment approach will provide above-average long-term returns. While Apex's primary goal is to be investment-oriented, it attempts to exploit certain trading opportunities presented by the volatility in individual securities. It continually assesses the risk-reward ratio of individual securities, making trading and investment decisions that it believes provide asymmetrical risk versus return opportunities.

Apex seeks to make investment decisions based on a thorough understanding of the financial, strategic, and competitive dynamics of individual companies and industries. The process consists of quantitative and qualitative analysis, and includes meetings and conversations with company management, reviewing financial filings, Wall Street inputs, and independent research as primary sources of information.

Apex's portfolio managers and analysts each focus on specific industries, including the consumer, healthcare, technology, industrials, entertainment and other sectors. Client accounts may hold concentrated positions in companies or industries.

The investment strategies summarized above represent Apex's current intentions, are general in nature and are not exhaustive. Apex's hedged strategies have no limits on the types of securities in which it may take positions on behalf of its Clients, the types of positions that it may take, the concentration of its investments or the amount of leverage that it may use, except as specified by particular Clients. Likewise, Apex's long-only strategy has no limits on the types of securities in which it may take long positions on behalf of its Clients, the types of long positions that it may take, the concentration of its investments or the amount of leverage that it may use, except as specified by particular Clients. Apex may use any trading or investment techniques, whether or not contemplated by the expected investment strategies described above. In addition, there are limitations in describing any investment strategy due to its complexity, confidentiality and indefinite nature. Depending on conditions and trends in securities and commodities markets and the economy generally, Apex may pursue any objectives or use any techniques that it considers appropriate and in Clients' interests.

The management style offered by Apex may be deemed speculative and is not intended as a complete investment program. It is designed for sophisticated investors who fully understand and are capable of bearing the risk of such an investment. No guarantee or representation is made that Clients will achieve their investment objectives.

Risk Factors

Investing in securities involves risk of loss that Clients should be prepared to bear. Below are some of the risks that investors should consider before investing in any account that Apex

manages. Any or all of such risks could materially and adversely affect investment performance and the value of any account or any security held in an account and could cause investors to lose substantial amounts of money. Below is only a brief summary of some of the risks that a holder of an IMA or an investor in a Fund may encounter. Potential investors in a Fund should review such Fund's governing documents carefully and in their entirety. All prospective clients should consult with their professional advisers before deciding to invest. A potential client should discuss with Apex's representatives any questions that such person may have before opening an account or investing in a Fund.

- Client accounts may not achieve their investment objectives. A strategy may not be successful and investors may lose some or all of their investment.
- Investor sentiment on the market, an industry or an individual stock, fixed income or other security is not predictable and can adversely affect an account's investments.
- An account may hold stocks that disappoint earnings expectations and decline and may short stocks that beat earnings expectations and rise.
- Apex may not be able to obtain complete or accurate information about an investment and may misinterpret the information that it does receive. Apex also may receive material, non-public information about an issuer that prevents it from trading securities of that issuer for a Client when the Client could make a profit or avoid losses.
- Apex may take positions in securities of small or unseasoned companies that are less actively traded and more volatile than those of larger companies.
- Apex may engage in hedging in certain strategies, which may reduce profits, increase expenses and cause losses. Price movement in a hedging instrument and the security hedged do not always correlate, resulting in losses on both the hedged security and the hedging instrument. Apex is not obligated to hedge a Client's portfolio positions, and it frequently may not do so.
- An account may have higher portfolio turnover and transaction costs than a similar account managed by another investment adviser. These costs reduce investments and potential profit or increase loss.
- Apex may sell securities short in certain strategies, resulting in a theoretically unlimited risk of loss if the prices of the securities sold short increase.
- Management and stockholders of an issuer may sue short sellers to prevent short sales of the issuer's securities. Apex could be subject to such actions, even if they are baseless, and Clients could incur substantial costs defending them.
- Apex may use leverage by borrowing on margin, selling securities short in certain strategies and trading derivatives, which increases volatility and risk of loss. These instruments can be difficult to value. An incorrect valuation could result in losses.

- Apex may not have control of when a derivative transaction will be terminated. A counterparty may have the right to terminate a derivative transaction on limited or no notice at its discretion or when certain events occur. Any such termination may occur when it is disadvantageous to Apex.
- There is no exchange market on which to close an open swap position or other derivative transaction. A Fund could experience losses and delays in closing a derivative transaction.
- Apex may use stock index futures. Price movement in such futures are uncertain. There may be no active or secondary market for these contracts at a particular time. Apex may not be able to liquidate unfavorable positions promptly.
- Apex may sell covered and uncovered options on securities. The sale of uncovered options could result in unlimited losses.
- Apex may invest in debt instruments, whose values may vary unpredictably with shifts in interest rates, issuers' ability to pay principal and interest and issuers' defaults.
- Counterparties such as brokers, dealers, custodians, administrators, and service providers with which Apex does business on behalf of Clients may default on their obligations. For example, a Client may lose its assets on deposit with a broker if the broker, its clearing broker or an exchange clearing house becomes bankrupt.
- Apex may cause a Client to enter into repurchase agreements or reverse repurchase agreements. These instruments can have effects similar to margin trading and leveraging strategies.
- Apex may cause Clients to invest in securities of non-U.S. private and government issuers. The risks of these investments include political risks, economic conditions of the country in which the issuer is located, limitations on foreign investment in any such country, currency exchange risks, withholding taxes, limited information about the issuer, limited liquidity and limited regulatory oversight.
- Changes in economic conditions can adversely affect investment performance. At times, economic conditions in the U.S. and elsewhere have deteriorated significantly, resulting in volatile securities markets and large investment losses. Government actions responding to these conditions could lead to inflation and other negative consequences to investors.
- Some of an account's positions may be or become illiquid, in which case Apex may not be able to sell such positions.
- An account's investments may be concentrated in a few positions and may not be diversified across industries or sectors. Therefore, a loss in any one position, industry or sector in which an account has invested may cause significant losses.
- Apex determines the value of securities held in Client accounts, whether or not a public market exists for such instruments. If Apex's valuation is inaccurate, it might receive more

compensation than that to which it is entitled, a new investor in a Fund might receive an interest that is worth less than the investor paid and an investor that is withdrawing assets might receive more than the amount to which the investor is entitled, to the detriment of other investors.

- Apex and its affiliates and agents generally are not responsible to any Client or investor for losses incurred in an account unless the conduct resulting in such loss breached Apex's fiduciary duty to the Client or investor.
- There is not and will not be an active market for Fund interests. It may be impossible to transfer any such interests, even in an emergency.
- A Fund or IMA may not be able to generate the cash necessary to satisfy investor withdrawals and redemptions. Substantial withdrawals and redemptions in a short period could force Apex to liquidate investments too rapidly and may so reduce the size of a Fund or IMA that it cannot generate returns or reduce losses.
- A Fund or IMA may limit or suspend withdrawals or redemptions of an investor's assets.
- A Fund may establish a reserve for contingencies if Apex considers it appropriate. Investors may not withdraw or redeem assets covered by that reserve until it is lifted.
- If the assets that Apex manages grow too large, it may adversely affect performance because it is more difficult for Apex to find attractive investments as the amount of assets that it must invest increases.
- No Client or investor has been represented by separate counsel. The attorneys who represent Apex do not represent Clients or investors. Clients and investors must hire their own counsel for legal advice and representation.
- A Fund may dissolve or expel any investor at any time, even if such actions adversely affect one or more investors.
- Apex, an administrator or any government agency may freeze assets that any of them believes a Client holds in violation of anti-money laundering laws or rules or on behalf of a suspected terrorist and may transfer such assets to a government agency. None of Apex, a Fund or an administrator will be liable for losses related to actions taken in an effort to comply with anti-money laundering regulations.
- The Funds do not intend to make distributions but intend instead to reinvest substantially all income and gain. Therefore, an investor may have taxable income from a Fund without a cash distribution to pay the related taxes.
- Federal, state and international governments may increase regulation of investment advisers, private investment funds and derivative securities, which may increase the time and resources that Apex must devote to regulatory compliance to the detriment of investment activities.

- Apex is not registered with the SEC as a broker-dealer or with the Commodity Futures Trading Commission as a commodity pool operator or commodity trading adviser. The equity interests in the Funds are not registered under the Securities Act of 1933, and the Funds are not registered investment companies under the Investment Company Act of 1940. Apex believes that none of these registrations is required because exemptions are available under applicable law. If a regulatory authority deems that any of these registrations is required, Apex and any Fund could be subject to expensive legal action and potential termination. In addition, investors in the Funds do not have certain regulatory protection that they would have if these registrations were in place.
- Apex's activities could cause adverse tax consequences to Clients and investors, including liability for interest and penalties.
- Apex's activities may cause an account that is subject to the Employee Retirement Income Security Act of 1974 to engage in a prohibited transaction under that act.
- If a Fund organized as a limited partnership becomes insolvent, investors may be required to return with interest any distributions and forfeit any undistributed profits.
- Apex and its affiliates may spend time on activities that compete with a Fund or IMA without accountability to investors, including investing for other Clients and their own accounts. If Apex receives better compensation and other benefits from managing other assets or Client accounts compared to managing a Fund or IMA, it has incentive to allocate more time to those other activities. These factors could influence Apex not to make investments on a Client's behalf even if such investments would benefit the Client.
- A Fund may permit an investment by an investor located in an EU country. It is not possible to determine presently the full impact that the AIFM Directive will have on a Fund or Apex. Regulatory changes impairing the ability of Apex to manage investments may have a material adverse effect on a Fund's ability to carry out its investment approach, achieve its investment objective, or attract new capital from European Union sources.
- If a shareholder fails to provide the Fund with any information it requests, in violation of FATCA, the Fund may exercise its right to compel the redemption of such shareholder.
- The directors of a Fund, in consultation with the Apex, may decide that the investment strategy is no longer viable and resolve that the Fund be managed with the objective of realizing assets in an orderly manner and distributing the proceeds to shareholders in such manner as they determine to be in the best interests of the Fund, including compulsorily redeeming shares, paying any redemption or dividend proceeds in kind, or declaring a suspension while assets are realized.

The above is only a brief summary of some of the important risks that a Client or investor may encounter. Before deciding to invest in a Fund that Apex manages, potential clients should consider carefully all of the risk factors and other information in the Fund's governing documents.

Item 9. Disciplinary Information

Not applicable.

Item 10. Other Financial Industry Activities and Affiliations

Not applicable.

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

Apex has adopted a Code of Ethics in compliance with Rule 204A-1 under the Investment Advisers Act of 1940 and Rule 17j-1 under the Investment Company Act of 1940, which establishes standards of conduct for its employees. The Code of Ethics includes general requirements that Apex employees comply with their fiduciary obligations to Clients and applicable securities laws and specific requirements relating to, among other things, personal trading, insider trading, conflicts of interest and confidentiality of Client information. It requires employees to report their personal securities transactions and holdings monthly to the Chief Compliance Officer or his designee and requires the Chief Compliance Officer or his designee to review those reports. It also requires employees to report any violations of the Code of Ethics promptly to the Chief Compliance Officer. Employees must also report their outside business activities. Each employee receives a copy of the Code of Ethics and any amendments to it and must acknowledge in writing having received the materials. Annually, each employee must certify that he or she complied with the Code of Ethics during that year.

Clients and prospective clients may obtain a copy of the Code of Ethics by contacting Apex's Chief Compliance Officer, at (925) 253-1800.

Under Apex's Code of Ethics, Apex and its officers, manager and employees may personally invest in securities of the same classes as are purchased for Clients, and they may own securities of classes that are subsequently purchased for Clients. This practice creates a conflict of interest in that any of such persons can use his or her knowledge about actual or proposed securities transactions and recommendations for a Client account to profit personally by the market effect of such transactions and recommendations. To address this conflict, Apex and its officers, manager and employees are required to pre-clear transactions in securities designated as "Reportable Securities," and Apex will only grant approval to trade so long as the security is not being contemplated for trading for a Client, has traded in the Funds or IMAs during a blackout period or has otherwise been restricted. Apex and its officers, manager and employees may also buy or sell a specific security for their own accounts based on personal investment considerations, which Apex does not deem appropriate to buy or sell for Clients. The performance of the personal accounts of Apex and its officers, manager and employees may be more favorable at times than that of Clients' accounts.

Apex solicits investors who may or may not be Apex's Clients to invest in its Funds. Apex has an incentive to cause a Client to invest in Fund instead of an IMA because of the reduced expenses

and administrative burdens of managing a Fund compared to an IMA, Apex's performance compensation from a Fund receives more favorable tax treatment than that from an IMA, and Fund investors may have less transparency and liquidity than IMAs. In addition, if a Fund investor also has an IMA with Apex that uses an investment strategy that is similar to that of the Fund, the investor may use knowledge of the other account's portfolio to decide if and when to make an additional investment or withdraw or redeem assets from the Fund at times when other Fund investors would have made similar decisions had they had similar transparency. Apex discloses these conflicts of interest to Clients and investors.

Because Apex manages more than one Client account, there may be conflicts of interest over its time devoted to managing any one account and selecting and allocating investment opportunities among accounts. For example, Apex selects investments for each Client based solely on investment considerations for that Client. Clients may have different investment strategies and expected levels of trading. Therefore, Apex may buy or sell a security for one type of Client but not for another, or may buy (or sell) a security for one type of Client while simultaneously selling (or buying) the same security for another type of Client. Apex attempts to address such situations in a manner that is generally fair to all of its Clients. Apex may take action on behalf of any of its Clients that differs from the timing or nature of action it takes on behalf of any other Client as long as it is Apex's policy, to the extent practicable, to allocate investment opportunities to its Clients fairly and equitably over time.

Item 12. Brokerage Practices

Apex has complete discretion over the selection of the broker to be used and the commission rates to be paid. In selecting a broker for any transaction or series of transactions, Apex may consider a number of factors, including, for example,

- opportunity for price improvement,
- transaction costs,
- anonymity,
- liquidity,
- expertise with difficult securities (i.e., illiquid trades),
- speed of execution,
- trading style and strategy (taking market conditions into consideration),
- frequency of errors,
- access to new issues,
- financial strength and stability,

- special execution capabilities,
- willingness to execute related or unrelated difficult transactions in the future,
- order of call (refers to the order in which the broker calls a client vs. its other clients to share information),
- information accuracy and timeliness,
- ability to minimize market impact,
- availability of derivative securities,
- capital commitment,
- perceived integrity and reputation,
- morning/intraday flow call, and
- quality of and access to research (including sales coverage, investment ideas, research seminars and ability to facilitate meetings with corporate executives).

Apex may also purchase from a broker or allow a broker to pay for certain goods and services, (“soft dollar relationships”), including

- certain research services, including economic and market information, portfolio strategy advice, industry and company comments, technical data, recommendations, research conferences, general reports, periodical subscription fees and consultants’ fees;
- performance, risk and exposure measurement data;
- trade execution analytics;
- on-line pricing;
- news wire charges and certain data processing charges;
- quotation services; and
- computer software (such as trade order management systems and software that facilitates the analyzing of the availability and rates for stock borrows from different brokers and related matters) or aggregated performance, risk and exposure measurement across the Client accounts and stock portfolios within one or more of the Client accounts.

Apex may direct a brokerage firm that executes transactions to share some of its commissions with a brokerage firm that provides soft dollar benefits to Apex. With respect to certain computer software used for both research/brokerage and non-research/brokerage purposes, Apex may (but is not required to) allocate the costs of such products between their research/brokerage and non-

research/brokerage uses and will use soft dollars to pay only for the portion allocated to research/brokerage uses.

Apex may select a broker (which may be the prime broker for a Client account) to act as a trading broker for that Client. In such case, Apex or the trading broker may select the executing broker, and the trading broker would then place or manage the order. The Client compensates trading brokers (through commissions or otherwise) for this trading service in addition to the commissions the Client pays to the executing brokers. As with all soft dollar arrangements, using a trading broker in this manner may cause Clients to pay brokerage commissions, markups and other transaction costs that are higher than might otherwise be available if brokers were selected based solely on lowest execution cost. In addition, using a trading broker (rather than an employee of Apex) to provide those services may result in lowering Apex's personnel expenses.

Apex may cause a Client account to pay a brokerage commission in excess of that which another broker might charge for effecting the same transaction in recognition of the value of the brokerage, research and other services and soft dollar relationships. Although Apex believes that Clients benefit from services obtained with soft dollars generated by their accounts' trading, Apex and its affiliates also derive direct or indirect benefits from some or all of these services, particularly to the extent that Apex uses "soft" or commission dollars to pay expenses that it would otherwise be required to pay itself.

Section 28(e) of the Securities Exchange Act of 1934 provides a "safe harbor" to investment advisers who use commission dollars of their advised accounts to obtain investment research and brokerage services that provide lawful and appropriate assistance to the adviser in performing investment decision-making responsibilities. Conduct outside of the safe harbor of Section 28(e) is subject to the traditional standards of fiduciary duty under state and federal law. Apex uses commission dollars to pay only for products and services that it reasonably believes, based on the advice of external legal counsel or other independent third parties qualified to opine on such matters, fall within the safe harbor of 28(e).

Apex generally considers the amount and nature of research, execution and other services provided by brokers, as well as the extent to which the Client accounts rely on such services, and attempts to allocate a portion of the brokerage transactions of Client accounts based on that consideration. Apex believes that allocating brokerage transactions in this manner helps obtain research and execution capabilities and provides other benefits to the Client accounts. Apex may use the investment information and other services received from brokers in servicing all of its accounts, but it may not use all such information and services for any particular Client account.

The relationships with brokerage firms that provide soft dollar services to Apex and its affiliates influence Apex's judgment in allocating brokerage transactions and create a conflict of interest in using the services of those brokers to execute Client brokerage transactions. Client transactions executed through these firms or any other brokerage firm may or may not be at the best prices otherwise available. Apex has an incentive to select a broker based on Apex's interest in receiving soft dollar services rather than Clients' interest in receiving the most favorable execution. These conflicts of interest are particularly strong when Apex uses soft dollars to pay expenses it would otherwise be required to pay itself. Prospective Clients who consider Apex's soft dollar practices

material to their investment decision should request Apex's most recent information on soft dollar practices.

Apex addresses these conflicts of interest by evaluating (at least annually) the trade execution services that Apex receives from the brokers that it uses to execute trades for clients. Such evaluation includes comparing those services to the services available from other brokers. Apex considers, among other things, alternative market makers and market centers, the quality of execution services, the value of continuing with various soft dollar services and adding or removing brokers, increasing or decreasing targets for each broker and the appropriate level of commission rates.

Multiple prime brokers have been retained to serve as prime brokers and custodians for the Clients' assets. Apex may replace these firms, or appoint additional prime brokers and custodians, at any time. The services that the prime brokers provide include custody, margin financing, cash sweep and other cash management services, clearing, settlement, stock borrowing, capital introduction services, various client portfolio reporting and information management, trade execution analytics and business and information technology consulting and related services. The Clients pay the prime brokers for some of these services, such as stock borrowing, but many of the services are provided without charge. While a number of the services provided by the prime brokers benefit both the Clients and Apex, some of the services, such as capital introduction services and client portfolio reporting used for marketing purposes, primarily benefit Apex. Apex believes that the services it receives from the prime brokers are generally comparable to those services provided by many prime brokers to other similarly situated investment advisers. If Apex did not receive these services from its prime brokers, it would be required to pay for all or some portion of them. Apex is not required to continue to use any particular prime broker (unless directed to do so by the Client) or direct a particular number of trades to the prime brokers. Apex has an incentive, however, to maintain the relationship with the prime brokers based on such firms' prior and continued provision of services.

If a Client directs Apex to use a specific broker, Apex may not be able to negotiate the terms and conditions (including, but not limited to, commission rates) relating to the services provided by such broker. In such situations, Apex does not have any responsibility for obtaining for the Client from any such broker the best prices or particular commission rates with or through any such broker. Also, the Client may not obtain rates as low as it might otherwise obtain if Apex had discretion to select broker-dealers other than those chosen by the Client. The Client may not be able to participate in aggregate securities transactions as described below, and the Client may trade after such aggregate transactions and receive less favorable execution.

Apex may aggregate sale and purchase orders of securities held by Client accounts with similar orders being made simultaneously for other Client accounts if, in its judgment, such aggregation is reasonably likely to result in an overall economic benefit to all such accounts, in the aggregate, based on an evaluation that such accounts will benefit from relatively better purchase or sale prices, lower commission expenses or beneficial timing of transactions or a combination of these and other factors. In many instances, Apex purchases or sells securities for multiple Clients. Such transactions may be at slightly different prices because of the volume of securities purchased or sold. In such event, a participating Client may be charged or credited, as the case may be, the average transaction price of all securities purchased or sold in such transactions. As a result, the

price may be less favorable to any single Client than it would be if similar transactions were not executed concurrently for other Clients.

Apex may cause a Client account to buy or sell securities directly from or to another Client (a “cross trade”) if the Client’s investment management agreement and/or organizational documents do not prohibit cross trades and Apex determines that a cross trade is in the interests of both Clients. Cross trades may be effected for various reasons, including adjusting exposures between Clients managed with the same general strategy, raising cash for the selling Client, liquidating the selling Client account, accommodating withdrawals, realizing a tax gain or loss for the selling Client account, building a position in the security for the purchasing Client account, crossing a former “new issue” from a “new issue” account to a non-new issue account and lowering the tax basis in the security for the purchasing Client account. Apex determines the buying and selling Clients to a cross trade based on an evaluation of which Clients’ strategies and particular needs are best served by the cross. Apex crosses at a determined price, which is generally at the market price and within the day’s trading range, with minimal (or no) commissions charged on both sides of the trade. Cross trades raise certain conflicts of interest; for example, when effecting a cross trade between two Clients with different fee structures, Apex has an interest in improving the returns on the account that pays a higher performance-based fee to it. Apex recognizes its fiduciary duty to all Clients and monitors all cross trades to ensure that they are effected only in the best interests of the affected Clients. Apex’s policies require the approval by its Chief Compliance Officer of all cross trades.

Item 13. Review of Accounts

The CIO and/or other Apex personnel review the portfolios’ performance and activity for all Client accounts at least weekly. Those reviews take into account such matters as asset allocation, cash management, the prospects of individual securities, changes in issuer earnings, industry outlook, market outlook and price levels. Additionally, Client accounts are monitored on an ongoing basis to assure conformity with the objectives and guidelines in the advisory agreement or Fund documents.

IMAs and investors in the Funds have access to monthly reporting from their administrator. All IMAs and investors in Funds receive at least quarterly performance results from Apex. Investors in a Fund also receive a general quarterly newsletter and the Fund’s annual audited financial statements.

Item 14. Client Referrals and Other Compensation

The prime brokers for the Client accounts provide a variety of services in addition to custody services. These include capital introduction services. Apex is not required to direct any volume of business in return for these services. However, it has an incentive to maintain relationships with these firms based on their prior and continued services.

Apex engages solicitors to whom Apex will pay cash or a portion of the advisory fees paid by Clients referred by those solicitors. In such cases, this practice will be disclosed in writing to the

Client, and Apex will comply with the other requirements of Rule 206(4)-3 under the Investment Advisers Act of 1940 to the extent required by applicable law.

Item 15. Custody

All Client assets are held in custody by unaffiliated broker-dealers or banks. The Funds are subject to an annual audit and the audited financial statements are distributed to each investor. The Funds' audited financial statements are prepared in accordance with generally accepted accounting principles and distributed within 120 days of the end of the Funds' fiscal years.

Item 16. Investment Discretion

Apex has discretionary authority to manage investment accounts on behalf of Clients pursuant to a grant of authority in each Fund's limited partnership agreement or a limited power of attorney in each IMA's account agreement.

Except for Apex's limited partnership Clients, such discretion is limited by the requirement that Clients advise Apex of

- the investment objectives of the account,
- any changes or modifications to those objectives, and
- any specific investment restrictions relating to the account.

A Client must promptly notify Apex in writing if the Client considers any investments recommended or made for the account to violate such objectives or restrictions. A Client may at any time direct Apex to sell any securities or take such other lawful actions as the Client may specify to cause the account to comply with the Client's investment objectives. In addition, a Client may notify Apex at any time not to invest any funds in the Client's account in specific securities or specific categories of securities.

Item 17. Voting Client Securities

Proxies are assets of Apex's Clients that must be voted with diligence, care and loyalty. Apex will determine whether to and how to vote each proxy in accordance with its fiduciary duty to its Clients. However, Apex will document and abide by any specific proxy voting instructions conveyed by a Client with respect to that Client's securities. The Chief Compliance Officer coordinates Apex's proxy voting and has retained a proxy administration and voting service provider (the "Proxy Administrator") to assist in the proxy voting process. The Chief Compliance Officer manages Apex's relationship with the Proxy Administrator and ensures all proxies are voted in accordance with Clients' specific instructions, or in the case of the Funds, and Apex's general guidance. The Proxy Administrator will also retain certain required documentation associated with proxy voting.

Absent specific Client instructions, Apex has adopted the following proxy voting procedures designed to ensure that proxies are properly identified and voted, and that any conflicts of interest are addressed appropriately:

- The Chief Compliance Officer will ensure that each Client custodian is notified that the Proxy Administrator will be acting as proxy voting agent and that all proxies should be directed to them.
- The Chief Compliance Officer will visit the Proxy Administrators website periodically to monitor corporate actions, upcoming proxy votes and the Proxy Administrators voting recommendations regarding positions held by Apex's Clients.
- Absent specific Client instructions, the Chief Compliance Officer will continue to direct the Proxy Administrator to vote Client proxies according to the Proxy Administrator's proxy voting guidelines. Any deviations from these recommendations must be approved in writing by the Chief Compliance Officer.
- Apex may determine that it is in the best interest of its Clients to depart from the Proxy Administrator's proxy voting guidelines when voting a particular proxy or the Proxy Administrator may not be able to vote (for example for a private placement). In this case, the Chief Investment Officer will decide how to vote the proxy, providing the Chief Compliance Officer with the reason for deviating from the Proxy Administrator's proxy voting guidelines and identifying any known conflicts of interest. The Chief Compliance Officer will also conduct a review to determine if there are any conflicts of interest related to the issuer. If no material conflicts of interest are identified, the Chief Compliance Officer will direct the Proxy Administrator to vote the proxy as recommended by the Chief Investment Officer. If a material conflict of interest is identified, deviation from the Proxy Administrators recommendation will not be permitted.
- In general, because Apex will vote proxies according to the Proxy Administrator's proxy voting guidelines, conflicts of interest will be mitigated through Apex's use of the Proxy Administrator's suggested vote. In the case there is a conflict between Apex and the Proxy Administrator, the Proxy Administrator will refer the proxy to Apex for action.
- In certain cases such as private placements where the Proxy Administrator is unable to vote, the Portfolio Manager will determine the vote and the Chief Compliance Officer will retain the appropriate records.
- While Apex does not neglect its proxy voting responsibilities, it may abstain from voting if it deems that abstinence is in its Clients' best interests.

The Chief Compliance Officer will periodically review the Proxy Administrator's voting records to ensure that proxies were voted according to Apex's instructions and its policies. Clients may obtain a copy of these proxy voting policies and procedures or records of all proxy votes cast on their behalf upon request by contacting Apex's Chief Compliance Officer, at (925) 253-1800.

Apex may direct Client participation in class actions. Apex has retained a class action service provider to assist in the class action process. Class actions are handled according to Clients' specific instructions and Apex's general guidance. Apex usually does not serve as the lead plaintiff in class actions because the costs of such participation typically exceed any extra benefits that accrue to lead plaintiffs.

Item 18. Financial Information

Not applicable.

Item 19. Requirements for State-Registered Advisers

Not applicable.