



**NXT Capital Investment Advisers, LLC
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**DISCLOSURE BROCHURE
January 16, 2015**

This Disclosure Brochure (the “Brochure”) provides information about the qualifications and business practices of NXT Capital Investment Advisers, LLC. NXT Capital Investment Advisers LLC’s registration as an investment adviser does not imply a certain level of skill or training.

If you have any questions about the contents of this Brochure, please contact NXT Capital Investment Advisers LLC’s Chief Compliance Officer using the contact information listed below. The information contained in this Brochure has not been approved or verified by the United States Securities and Exchange Commission or by any state securities authority.

Additional information about NXT Capital Investment Advisers, LLC is also available on the SEC’s website at www.adviserinfo.sec.gov.

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ITEM 2 – Material Changes

The last annual update of the NXT Capital Investment Advisers, LLC (“NXT Advisers”) Brochure was filed with the SEC on March 31, 2014. Please review carefully the following material change to the Brochure that has occurred since March 31, 2014:

- The Management Agreement dated as of June 21, 2012 between NXT Capital Asset Management, LLC (“NXT Asset Management”), NXT Capital SBIC, LP and NXT Capital SBIC GP, LLC was terminated on December 17, 2014. As NXT Asset Management is no longer acting as an investment adviser, it is no longer considered a “relying adviser” of NXT Advisers.

Important Note About This Brochure

This Brochure is not:

- an offer or agreement to provide advisory services to any person
- an offer to sell interests (or a solicitation of an offer to purchase interests) in any Client (as defined in Item 4)
- a complete discussion of the features, risks or conflicts associated with any Client

As required by the Investment Advisers Act of 1940, as amended (“Advisers Act”), NXT Capital Investment Advisers, LLC (“we”, “us” or “our”) will provide this Brochure to current and prospective Clients and may also, in our discretion, provide this Brochure to current or prospective investors in a Client, together with other relevant governing documents and agreements (e.g. limited liability company agreement/limited partnership agreement/indenture/offering circular/private placement memorandum/investment management or similar agreement, etc.) (the “Client Agreements”) prior to, or in connection with, such persons’ investment in a Client. Additionally, this Brochure is available through the SEC’s Investment Adviser Public Disclosure website.

Although this publicly available Brochure describes the investment advisory services and products that we provide, persons who receive this Brochure (whether or not from us) should be aware that it is designed solely to provide information about us as necessary to respond to certain disclosure obligations under the Advisers Act. As such, the information in this Brochure may differ from the more specific and complete information about each Client included in the relevant Client Agreements, certain of which may be provided to current and eligible prospective investors only by us or another authorized party. To the extent that there is any conflict between discussions herein and similar or related discussions in any Client Agreements, the relevant Client Agreements shall govern and control.

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Item 4 - Advisory Business

NXT Capital Investment Advisers, LLC (“NXT Advisers”) is a wholly-owned subsidiary of NXT Capital, LLC. NXT Capital, LLC is an indirect subsidiary of NXT Capital Holdings, L.P. and we refer to NXT Capital Holdings, L.P. and its direct and indirect subsidiaries collectively as “NXT Capital” throughout this Brochure.

We provide investment advisory services to investment entities (each a “Client” and collectively “Clients”) that primarily invest in secured loans of the type originated or available for purchase by NXT Capital’s Corporate Finance Group (the “Corporate Finance Group” and “Corporate Finance Loans”) or secured loans originated by NXT Capital’s Venture Finance Group (the “Venture Finance Group”) which are typically structured with warrants or other equity investments related thereto (“Venture Finance Loans”). In January 2014, NXT Capital decided to discontinue the Venture Finance Group and is no longer originating Venture Finance Loans. We will continue to provide investment advisory services to Clients who have invested in Venture Finance Loans until such Loans have been fully realized.

For purposes of this Brochure, “Loans” means collectively Corporate Finance Loans and Venture Finance Loans. Our investment advice is currently limited to Loans. Clients may invest in Loans by purchasing an assignment or participation in one or more Loans. Please see Item 8, “Methods of Analysis, Investment Strategies and Risk of Loss”.

Our Clients will generally consist of entities established in conjunction with structured finance transactions such as collateralized loan obligations, privately placed pooled investment vehicles, investment partnerships or separate investment accounts that primarily invest in Loans. Except as otherwise described herein, investments for a Client are managed in accordance with the Client’s particular investment objectives, strategies, restrictions and guidelines as outlined in the Client Agreements and are generally not tailored to the individualized needs of any particular investor of the Client. At inception, however, specific investment criteria may be established for a Client in consultation with prospective investors (e.g., specific industry restrictions and concentrations, investment product type concentrations, geographic restrictions, investment size restrictions, etc.). Information about each Client, and the particular investment objectives, strategies, restrictions, guidelines and certain risks associated with an investment, is described in the Client Agreements, which are made available to investors only through us or another authorized party. Since we do not provide individualized advice to the investors (and an investment in a Client does not, in and of itself, create an advisory relationship between us and the investor), investors must consider whether a particular Client meets their investment objectives and risk tolerance prior to investing.

We may rely on the resources of NXT Capital in providing investment advisory services to our Clients.

NXT Capital provides structured financing solutions to middle market companies, as well as real estate investors, through its Corporate Finance, Equipment Finance and Real Estate Finance

groups. NXT Related Persons (as defined in Item 6, “Performance-Based Fees and Side-by-Side Management”) will generally retain a minimum amount of each Loan that it offers to our Clients and an individual Client of ours will generally not be allocated an amount that exceeds the total amount of the Loan retained by NXT Related Persons.

NXT Capital, which began operations in April 2010, was founded by its principal owner Stone Point Capital LLC (“Stone Point”), along with Robert Radway, NXT Capital’s Chairman and Chief Executive Officer, and other members of NXT Capital’s executive team. Stone Point is a private equity firm that focuses on making investments in the global financial services industry. Stone Point has raised and manages the Trident Funds – with aggregate committed capital of \$13 billion.

Mr. Radway, and NXT Capital’s Chief Credit and Risk Officer, Michael Litwin, have experience in managing middle market lending activities by virtue of the executive positions they previously held at Merrill Lynch Capital and Heller Financial. Messrs. Radway and Litwin, along with NXT Capital’s Chief Financial and Administrative Officer, Neil Rudd, were the founding senior management members of Merrill Lynch Capital, a middle market focused commercial finance business that operated as a subsidiary of Merrill Lynch Bank USA. Merrill Lynch Capital was sold to GE Capital in February 2008. Prior to forming Merrill Lynch Capital, Messrs. Radway and Litwin held senior executive positions and Mr. Rudd held a senior corporate development position with Heller Financial. Heller Financial was a NYSE-traded commercial finance company with approximately \$20 billion in assets that was sold to GE Capital in October 2001.

During their tenure at Merrill Lynch Capital and Heller Financial, as well as at NXT Capital, the current management team of NXT Capital and the Corporate Finance Group gained experience in originating and managing senior secured cash flow-based financings principally for private equity backed/owned middle market companies. The senior members of the Corporate Finance management team all have 12 to 32 years of industry experience and most have worked together at NXT Capital, Merrill Lynch Capital and Heller Financial. The Corporate Finance Group focuses primarily on financing U.S.-based companies with earnings before interest, taxes, depreciation and amortization (“EBITDA”) ranging from \$5 million to \$50 million that have characteristics including stable cash flows, leading market positions and experienced management teams.

We may manage Client assets on both a discretionary and non-discretionary basis. As of December 31, 2014 NXT Advisers managed discretionary Client assets of approximately \$2,433,112,000 across four pooled investment vehicles and three collateralized loan obligation issuers. We did not manage any Client assets on a non-discretionary basis as of December 31, 2014.

Item 5 - Fees and Compensation

Clients pay us asset management fees which are generally based on the actual amount of Client assets under management rather than the Client's total investment commitment. An additional asset management fee may be negotiated on a case by case basis with Clients based on the performance of the assets owned by the Client. Please see Item 6, "Performance-Based Fees and Side-by-Side Management". All asset management fees are specifically negotiated with each Client. We have no set fee schedule.

We will generally calculate these asset management fees and invoice our Client for payment monthly or quarterly in arrears in accordance with the Client Agreements.

Generally, Clients (and, indirectly, the investors therein) bear all expenses as defined in the Client Agreements, which expenses may include, without limitation, (i) legal, filing, auditing, consulting, administration, accounting and other professional fees and expenses; (ii) expenses associated with periodic reporting; (iii) expenses associated with financial statements and tax returns; (iv) insurance, interest and other expenses incurred in respect of borrowings, if any; (v) other expenses associated with the acquisition, holding, monitoring, settlement and disposition of a Client's investments (including, without limitation, any brokerage, transaction, custody or hedging costs); (vi) the costs and expenses of any custodians, lenders, independent review parties, fund administrators, investment banks and other financing or banking sources and providers; (vii) any indemnity expenses; and (viii) the costs and expenses of any litigation involving a Client. For a more complete discussion of Client fees, compensation and other expenses, please refer to the respective Client Agreements and Item 12, "Brokerage Practices".

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

"Side-by-side management" refers to the simultaneous management of multiple types of Client accounts and/or investment products. For example, we may manage Clients with similar, complementary or competing investment objectives, policies or strategies. Side-by-side management gives rise to a variety of potential and actual conflicts of interest for us, our affiliates, including NXT Capital, any persons under common control and NXT Capital employees who have directly or indirectly invested in a Client ("NXT Related Persons"), including, as discussed below, the incentive to favor certain accounts with performance-based fees or accounts in which NXT Related Persons have an economic interest.

As discussed in Item 5, "Fees and Compensation" and Item 11, "Code of Ethics, Participation in Client Transactions and Personal Trading", NXT Related Persons may: (1) be entitled to a performance fee with respect to one or more Clients; (2) directly or indirectly maintain investments in Loans for their own accounts; and (3) have directly or indirectly invested in a Client. Accordingly, we may face a conflict of interest when considering how to allocate limited investment opportunities among multiple Clients, each having different fee structures, and accounts in which NXT Related Persons have an economic interest. In addition, the existence of a performance fee may create an incentive for us to make more speculative investments on

behalf of a Client than we would otherwise make in the absence of such performance-based compensation.

To assist in mitigating against the potential risks outlined above, the Client Agreements often contain one or more of the following requirements: (i) NXT Related Persons will generally retain a minimum amount of each Loan offered to a Client in an amount at least equal to the amount held by any Client, (ii) the Client may have discretion as to whether or not to purchase a Loan we offer to them, (iii) certain Loan eligibility criteria, concentration limitations and other criteria and restrictions, and (iv) a minimum return hurdle before we are eligible to earn and receive a performance fee. In addition, through our trade allocation policies and procedures, Code of Ethics and other policies and procedures, we seek to promote fair and equitable treatment of Clients, over time, based on considerations that are unrelated to our economic interests. Please see Item 12, "Brokerage Practices".

Loans held by our Clients are not publicly traded and their fair values may not be readily determinable. Except as otherwise provided in a Client's governing documents we, or an affiliate, value the Loans, in good faith, pursuant to written valuation policies and procedures and in accordance with U.S. generally accepted accounting principles, which in the case of Loans that are held for investment purposes means using the historical cost method, including an allowance for loan loss reflecting anticipated inherent losses in the portfolio. Such valuation may comprise certain good faith determinations made by us, or an affiliate, which are subjective in nature. Actual amounts realized with respect to a Loan may vary significantly from the value at which the Loan is held at any time.

Item 7 - Types of Clients

Our Clients will generally consist of entities established in conjunction with structured finance transactions such as collateralized loan obligations, privately placed pooled investment vehicles, investment partnerships or separate investment accounts that primarily invest in Loans. Except as otherwise described herein, investments for a Client are managed in accordance with the Client's particular investment objectives, strategies, restrictions and guidelines as outlined in the Client Agreements and are generally not tailored to the individualized needs of any particular investor of the Client. At inception, however, specific investment criteria may be established for a Client in consultation with prospective investors (*e.g.*, specific industry restrictions and concentrations, investment product type concentrations, geographic restrictions, investment size restrictions, etc.). Investors in our Clients will generally consist of financial institutions, investment companies, insurance companies, corporate or public pension funds, foundations or family offices. In addition, certain NXT Capital employees may have directly or indirectly invested in a Client - please see Item 6, "Performance-Based Fees and Side-by-Side Management".

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

As described in Item 7, “Types of Clients”, our Clients will generally consist of entities established in conjunction with structured finance transactions such as collateralized loan obligations, privately placed pooled investment vehicles, investment partnerships or separate investment accounts that primarily invest in Loans. As investment manager we provide our Clients with certain investment advice and services as outlined in the Client Agreements. Investment advice and services generally consist of the selection, analysis, and due diligence of Loans before recommending for investment or disposition by the Client and other portfolio management, administrative and advisory functions for the Client.

Corporate Finance Loans - Methods of Analysis

The Corporate Finance Group primarily originates and provides first lien and second lien senior secured Middle Market Loans, as defined below, (including term loans, delayed draw term loans, revolving credit facilities, uni-tranche loans, stretch senior loans, first lien term loans behind a revolver, and first lien last out term loans). These Middle Market Loans are made to private equity sponsored and non-sponsored U.S.-based companies with EBITDA typically ranging from \$5 million to \$50 million that have characteristics including stable cash flows, leading market positions and experienced management teams. The Corporate Finance Group may also selectively purchase similar Middle Market Loans from other loan originators.

The Corporate Finance Group evaluates an investment opportunity and makes its decision to invest based on the relative strength of three key considerations:

<u>Company Characteristics</u>	<u>Loan Structure</u>	<u>Quality of Ownership</u>
<ul style="list-style-type: none">➤ Sound business value, in particular, the predictability of future cash flow. This assessment is made by considering factors such as product differentiation, industry barriers to entry, customer diversity and retention, product diversity and historical financial performance➤ Acceptable strategic risk➤ Minimal execution risk	<ul style="list-style-type: none">➤ Leverage based on size of business, cash flow stability, industry, market size and capital structure➤ Covenant levels are set tightly to quickly begin negotiations with management and / or private equity sponsor if performance declines➤ Bankruptcy considerations (impact on going concern value)	<ul style="list-style-type: none">➤ Ownership control➤ Track record and their particular industry expertise (breadth, success, beta)➤ Past experience with private equity sponsor➤ Quality of management and alignment of interest with private equity sponsor

The company characteristics are the most important of these three considerations.

The Corporate Finance Group focuses on creating a well-diversified Loan portfolio. Regular reviews of obligor, product, sponsor and industry concentrations are conducted with NXT Capital’s Chief Credit and Risk Officer and portfolio limits are set or adjusted as appropriate.

Summary of Material Risks

Our investment activities involve a significant degree of risk of loss that a Client and its investors should be prepared to bear. This section contains a discussion of certain primary risks associated with our investment activities. The particular risks applicable to a Client will depend on the nature of its investment strategy or strategies and the types of investments held by it. While we seek to manage Clients so that risks are appropriate to the return potential for the strategy, it is often not possible to fully mitigate risks. Any investment includes the risk of loss and there can be no guarantee that a particular level of return will be achieved. Mandates may be limited to certain types of securities (e.g., Loans) and may not be diversified. Moreover, the Clients are generally not intended to provide a complete investment program for investors and we expect that the assets we manage do not represent all of an investor's assets. Investors are responsible for appropriately diversifying their assets to guard against the risk of loss.

Loans are subject to credit, liquidity and interest rate risks. The value of Loans will generally fluctuate with, among other things, the financial condition of the obligors of the Loan, general economic conditions, the condition of certain financial markets, political events, developments or trends in any particular industry and changes in prevailing interest rates.

Credit Risk

Loans may default for a variety of reasons. Defaulted Loans may require substantial workout negotiations or a restructuring that may entail, among other things, a substantial reduction in the interest rate, a substantial write-down of principal and a substantial change in the terms, conditions and covenants with respect to such defaulted Loan. Loans have significant credit risks and material losses may occur. As with other debt obligations, claims and collateral may be difficult to enforce in the event of a default. In addition, a Client may incur additional expenses to the extent it is required to seek recovery upon a default or to participate in the restructuring of a Loan. No assurance can be made that full or significant recovery of principal and/or interest will be received or that any collateral realized will be sufficient to recover the full amount of the Client's investment in a Loan.

Liquidity Risk

There is typically no established trading market for the majority of the Loans purchased by our Clients. Such Loans are not generally traded in organized exchange markets but may be traded by banks and other institutional investors engaged in loan syndications. Because Loans are privately syndicated and loan agreements are privately negotiated and customized, Loans are not purchased or sold as easily as publicly traded securities. Historically the trading volume in the Loan market has been small relative to the high-yield debt securities market. In addition, Loans made to middle market companies are less liquid and, unlike more broadly syndicated loans, have no established trading market. Given the limited trading market for Loans, and the uncertainty as to their fair value at any point in time, if a Client seeks to sell a Loan it may not be able to do so at a favorable price or at all.

Interest Rate Risk

Corporate Finance Loans generally contain a floating interest rate and may include terms that, upon certain conditions, allow the spread over the floating rate index to change, including upon a change in credit quality. Significant increases in the floating interest rate index or in the spread over the floating rate index would significantly increase the debt service requirements for the underlying obligor, which may cause the Loan to become delinquent or default. Corporate Finance Loans may contain a floor on the floating rate index which could limit the borrower's ability to benefit from a reduction in market interest rates.

Venture Finance Loans generally contain a fixed interest rate, so the debt service coverage for the underlying obligor would not be impacted during an increasing interest rate environment. The value of Venture Finance Loans would be impacted by changes in market interest rates, declining in value as interest rates rise and increasing in value as interest rate decline.

Prepayment Risk

Underlying obligors may repay a Loan prior to its stated maturity, which repayment may or may not be subject to a prepayment fee. Such early repayment on one or more Loans may reduce the anticipated return to a Client with no assurance that the Client will be able to reinvest such proceeds in similarly yielding assets.

Participation Interests

A Client may acquire interests in Loans either directly (by way of "Assignment") or indirectly (by way of a "Participation Interest"). As described in more detail below, holders of Participation Interests are subject to additional risks not applicable to a holder of an Assignment.

The purchaser of an Assignment in a Loan typically succeeds to all the rights and obligations of the selling institution (a "Selling Institution") and becomes a lender under the loan or credit agreement with respect to the Loan. In contrast, a Participation Interest acquired by a Client in a portion of a Loan held by a Selling Institution typically results in a contractual arrangement only with such Selling Institution, not with the obligor under the Loan. In the case of a Participation Interest, a Client will generally have the right to receive payments of principal, interest and any fees to which it is entitled only from the Selling Institution and only upon receipt by the Selling Institution of such payments from the borrower. As a result, the Client may assume the credit risk of both the borrower and the Selling Institution, which will remain the legal owner of record of the applicable loan. In the event of the insolvency of the Selling Institution, a Client, by owning a Participation Interest, may be treated as a general unsecured creditor of the Selling Institution, may not benefit from any set-off exercised by the Selling Institution against the borrower and may be subject to any set-off exercised by the borrower against the Selling Institution. In purchasing a Participation Interest, a Client generally will have no or limited rights to enforce compliance by the obligor with the terms of the loan or credit agreement or other instrument

evidencing such Loan, and the Client may not directly benefit from the collateral supporting the Loan in which it has purchased the Participation Interest; although most underlying agreements with respect to any Loan do provide that the Selling Institution shall obtain the participant's consent prior to voting on any amendment, modification or waiver that forgives principal, interest or fees, reduces principal, interest or fees that are payable, postpones any payment of principal, interest or fee or releases any material guarantee or collateral. Please also see "Limited Control of the Administration and Amendment of Loans" below.

Corporate Finance Loans

The Corporate Finance Group primarily originates and provides Middle Market Loans. "Middle Market Loans" are typically defined as debt issued as part of a Loan facility to companies with EBITDA typically ranging from \$5 million to \$50 million that is not broadly syndicated to institutional investors. Middle Market Loans share many of the same characteristics as more broadly syndicated loans, including, in most cases, a senior secured position in the company's capital structure and floating rate interest payments. Middle Market Loans tend to be privately held and are often not publicly rated. Because a more limited number of investors participate in Middle Market Loans, the trading volume for Middle Market Loans is likely to be smaller than that for broadly syndicated Loans. The risks of Middle Market Loans include (among others): (i) limited liquidity and secondary market support, (ii) the possibility that earnings of the obligor may be insufficient to meet its debt service, (iii) the declining creditworthiness and potential for insolvency of the borrower of such Middle Market Loan during periods of economic downturn and (iv) the obligor generally is a small or mid-size company representing only local or regional interests. Middle Market Loans are generally subject to market value volatility that may not be apparent from historical volatility studies and that could be significant at times. An economic downturn could severely disrupt the market for Middle Market Loans and adversely affect the value of outstanding Middle Market Loans and the ability of the borrowers thereof to repay principal and interest. Moreover, the default history for Middle Market Loans is limited, actual defaults may be greater than indicated by historical data and the timing of defaults may vary significantly from historical observations.

Second lien senior secured Loans ("Second Lien Loans") are secured by liens on the collateral securing a Loan that are subordinated to the liens of at least one other class of obligations of the related obligor, and thus, the ability to exercise remedies after a Second Lien Loan becomes a defaulted Loan is subordinated to, and limited by, the rights of the senior creditors holding such other classes of obligations. In many circumstances, the holder of the Second Lien Loan may be prevented from foreclosing on the collateral securing the Second Lien Loan until the related senior loan is paid in full. Moreover, any amounts that might be realized as a result of collection efforts or in connection with a bankruptcy or insolvency proceeding involving a Second Lien Loan must generally be turned over to the senior secured lender until the senior secured lender has realized the full value of its own claims. In addition, a Second Lien Loan may contain provisions requiring the Second Lien Loan's interest in the collateral to be released in certain circumstances. These

lien and payment obligation subordination provisions may materially and adversely affect the ability to realize value from Second Lien Loans.

First lien term Loans behind a revolver are term Loans that typically have a first lien on the obligor's non-current and related assets and, as additional collateral, typically have a second lien on an obligor's current and related assets (the associated revolver carries a first lien on the obligor's current and related assets). In such cases, the creditors holding the revolver will have a senior security interest in an obligor's current assets. For such first lien term Loans behind a revolver, the risks relating to a holder's second lien on the obligor's current assets are similar to the risks relating to Second Lien Loans.

A last out term Loan is a senior secured Loan that may be fully subordinated in right of payment or application of proceeds (other than permitted interest and principal payments) to the related senior secured loans of the same obligor until such related senior secured loans are paid in full. There is a risk that those lenders whose loans are part of the "last out" portion of such credit facility may not receive payment in full if there are insufficient amounts available to pay both the senior and subordinate portions of such credit facility.

Venture Finance Loans

Venture Finance Loans were generally made to emerging growth companies, which may have had relatively limited operating histories. Compared with growth stage or publicly-traded companies, the revenues, income (or losses) and valuations of emerging growth companies can and often do fluctuate suddenly and dramatically. Furthermore, macroeconomic and microeconomic forces may result in a rapid shift in demand for an emerging growth company's products or services. This may place further strain on an emerging growth company's operating cash flow and also the timing of sustained profitability. These and other risk factors may rapidly affect the ability of an emerging growth company to meet their debt obligations, which in turn could materially and adversely affect the investments in Venture Finance Loans held by our Clients.

Given the rapid change in markets in which many emerging growth companies target, they often experience unexpected sales, operational or management problems, which cannot be adequately solved in short order without a significant capital infusion or major personnel changes. Should these problems arise, existing equity investors may make a decision to continue or suspend their future funding of operations. Should the existing investors decline to provide additional support, the company will require outside sources of capital such as bridge financing or new equity, which may be unavailable or may be priced and structured at terms highly unfavorable to the company's existing equity and debt providers and materially and adversely affect the investments in Venture Finance Loans held by our Clients.

Investments in more mature emerging growth companies also involve substantial risks. Such companies typically have obtained late-stage capital in the form of debt and/or equity to expand rapidly, reorganize operations, acquire other businesses or develop new products

and markets. These activities by definition involve a significant amount of change in a company and a failure to adequately execute these changes could give rise to significant problems in sales, manufacturing, and general management of these activities resulting in material changes to the creditworthiness of the company, and could materially and adversely affect the investments in Venture Finance Loans held by our Clients.

Limited Control of the Administration and Amendment of Loans

As discussed in Item 17, "Voting Client Securities", we may on behalf of a Client exercise or enforce, or refrain from exercising or enforcing, any or all of a Client's rights in connection with Loans or any related documents or may refuse amendments or waivers of the terms of any Loan and related documents in accordance with our customary business practices. Our authority to change the terms of the Loans will generally be documented in the Client Agreements. As a result, a Client may be relying on our customary business practices with respect to the management of Loans. A Client may not have any right to compel us to take or refrain from taking any actions other than in accordance with our customary business practices and the provisions of the respective Client Agreement.

In addition, the terms and conditions of the underlying agreements with respect to any syndicated Loan may be amended, modified or waived only by the agreement of the requisite percentage of lenders under the related Loan agreement with limited exceptions. Generally, any such amendment, modification or waiver must include a majority or a super majority (measured by outstanding loans or commitments) or, in certain circumstances, a unanimous vote of the lenders. Consequently, the terms and conditions of the payment obligation and collateral rights arising from the underlying agreements with respect to any Loan could be amended, modified or waived in a manner contrary to our preferences or the preferences of a Client, as the case may be, if a sufficient number of the other lenders voted in favor of such modification, amendment or waiver. There can be no assurance that any rights or obligations arising from the underlying agreements with respect to any Loan will maintain the terms and conditions to which we or our Client originally agreed. Similarly, the exercise of remedies may also be subject to the vote of a specified percentage of the lenders under the underlying agreements with respect to any Loan and we and our Clients may not be in total control of this specified percentage, which may cause remedies to be exercised differently than desired for us and our Clients.

We may also have the authority under certain Client Agreements to (i) elect to exercise remedies with respect to the obligor of a Loan or the collateral securing such Loan without the consent of the Client or its investors and (ii) (A) without the consent of the Client or its investors or (B) in some instances with the consent of an independent investment professional authorized to act on behalf of the Client, cause a Client to consent to all or certain amendments, waivers or modifications to the Loans requested by obligors or the lead agents for syndicated loans. Such authority may cause a Client to extend or defer the maturity, adjust the outstanding balance of any Loan, reduce or forgive interest or fees, release material collateral or guarantees, or otherwise amend, modify or waive the terms of any related Loan agreement, including the payment terms thereunder. Any amendment,

waiver or modification of a Loan could postpone the expected maturity of the Loan and/or reduce the likelihood of timely and complete payment of interest or principal under the Loan. We will make any such determinations in accordance with our customary business practices and the terms of the Client Agreements.

Leverage Risk

A Client may utilize leverage and incur indebtedness in connection with acquiring assets. The greater the total borrowings of a Client relative to its investments, the greater will be its risk of loss and possibility of gain. In addition, money borrowed by a Client will be subject to interest costs, which will be a direct expense of such Client, and, to the extent not covered by income attributable to the investments acquired, may adversely affect the operating results of the Client.

The use of leverage magnifies the potential for gain or loss on amounts invested. The use of leverage is generally considered a speculative investment technique and increases the risks of a Client. Under the terms of any credit facility or other debt instrument a Client enters into, the Client is likely to be required by its terms to use the net proceeds of certain or any investments that it sells to repay amounts borrowed under such facility or instrument before applying such net proceeds to any other uses.

If the value of the assets held by a Client decrease, leveraging would cause net asset value to decline more sharply than it otherwise would have had the Client not leveraged, thereby magnifying losses or eliminating the Client's stake in a leveraged asset. Similarly, any decrease in Client income will cause its net income to decline more sharply than it would have had the Client not borrowed. A Client's ability to service its debt will depend largely on its financial performance and will be subject to prevailing economic conditions and competitive pressures.

Item 9 - Disciplinary Information

Not Applicable.

Item 10 - Other Financial Industry Activities and Affiliations

Neither NXT Advisers, NXT Capital nor any of their employees are registered, or have a pending application to register, as a (i) broker-dealer, (ii) representative of a broker-dealer, (ii) futures commission merchant, (iv) commodity pool operator, (v) commodity trading advisor, or (vi) an associated person of the foregoing entities.

Our parent company, NXT Capital, LLC, and the general partner of two of our Clients have filed notices of exemption from registration as commodity pool operators pursuant to Commodity Futures Trading Commission Regulation 4.13. NXT Capital, LLC does not provide any hedging products to our Clients. We may rely on the resources of NXT Capital, LLC in providing

investment advisory services to our Clients. We do not believe that our relationships with these entities would be considered to cause a conflict of interest with our Clients.

Stone Point, NXT Capital's principal owner, manages private equity funds that invest in companies operating in the following sectors of the financial services industry:

- Outsourcing services
- Insurance distribution and other insurance-related businesses
- Insurance and reinsurance businesses
- Banks and depository institutions
- Specialty lending and other credit opportunities
- Mortgage services
- Employee benefits and healthcare
- Asset management

Neither NXT Advisers nor NXT Capital have any relationships or arrangements with Stone Point, or companies owned or controlled either directly by, or through funds managed by, Stone Point that would be considered material to our investment advisory business or would be considered to cause a conflict of interest with our Clients. NXT Capital will not offer to any Client a Loan made to any portfolio company owned or controlled by Stone Point.

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

Code of Ethics

We and NXT Capital have adopted a Code of Ethics in accordance with Rule 204A-1 under the Advisers Act covering such matters as (1) general standards of business and personal conduct; (2) the proper use and safeguarding of confidential information; (3) prohibitions against securities transactions when in possession of material, nonpublic information; (4) personal conflicts of interest, including outside activities and gifts; and (5) personal securities transactions policies (the "Code of Ethics").

The Code of Ethics states that no Access Person (as defined under the Advisers Act) shall purchase or sell any security listed on the restricted list or acquire a security in an initial public offering or in a limited offering without obtaining prior approval for such purchase or sale from our Chief Compliance Officer. The Chief Compliance Officer will be responsible for determining if the Access Person has access to any material non-public information regarding the security before approving the proposed purchase or sale.

We will provide our Code of Ethics to any Client or prospective Client upon request. Such request should be made to our Chief Compliance Officer using the contact information provided on the Cover Page.

Certain Conflicts of Interest Involving NXT Related Persons

Various potential and actual conflicts of interest may arise from the overall investment activity of NXT Related Persons. NXT Related Persons originate and/or acquire for their own account, in the ordinary course of business, existing and new Loans. In addition, certain NXT Capital employees may have directly or indirectly invested in a Client. The following briefly summarizes some of these conflicts, but is not intended to be an exhaustive list of all such conflicts.

As further described below, we may affect principal transactions where a Client may invest in Loans of obligors in which an NXT Related Person has a debt, equity or participation interest, in each case in accordance with applicable law. We will provide disclosures to and obtain the consent and approval of the Client or the Client's designated representative in accordance with Section 206 of the Advisers Act for these principal transactions. All Client purchases of Loans will be executed on an arm's length basis.

NXT Related Persons may invest, or have already invested, for their own account in investments that are senior or junior to or pari passu with investments of the same obligor that are held by our Clients. In addition, NXT Related Persons may serve as a general partner, adviser, officer, director, sponsor or manager of other entities that invest in Loans. In such instances NXT Related Persons may take action with respect to such Loans which may differ from the timing or nature of any action taken with respect to the investments of a Client. As a result of such actions, the prices and availability of investments in which a Client invests or may seek to invest, and the performance of the investment owned by a Client, may be materially adversely affected.

From time to time, certain NXT Capital employees may be allowed to directly or indirectly invest in certain Clients. If such NXT Capital employees are also providing investment advisory services on our behalf to a Client, they may have a conflict of interest in connection with investment decisions or trade allocations made on behalf of a Client since they may have an incentive to favor a Client in which they have directly or indirectly invested. Please see Item 11, "Code of Ethics, Participation or Interest in Client Transactions and Personal Trading".

NXT Related Persons may from time to time come into possession of material nonpublic information that limits our ability to effect a transaction for a Client, and the Client's investments may be constrained as a consequence of our inability to use such information to effect transactions that otherwise may have been initiated on behalf of our Clients. We may refrain from directing the purchase or sale hereunder of Loans issued by persons about whom NXT Related Persons have information that they determine might prohibit them from trading such Loans in accordance with applicable law. In addition, NXT Related Persons may elect not to receive material non-public information with respect to various obligors. As a result, NXT Related Persons may not have access to information relating to obligors of Loans that is or may be known to other persons who are investing in the same Loan.

Item 12 - Brokerage Practices

Selecting or Recommending Broker-Dealers

Client transactions involving Corporate Finance Loans generally do not require the engagement of a broker-dealer.

If we were required to use a broker-dealer for any Client Loan transaction where the Client would be incurring the broker-dealer fees and expenses, we would be subject to our fiduciary duty to seek the best possible execution for the Client's transaction. Factors we would consider in selecting a broker-dealer if required for such Client Loan transactions may include, without limitation:

- The price at which the transaction may be executed
- Certainty of execution of transaction with broker-dealer
- Commission rates and any other related expenses
- Financial strength of broker-dealer
- Any potential conflicts of interest with broker-dealer

Although we would generally not place portfolio transactions with those brokers and dealers who also furnish research, execution and other services in a formal soft dollar arrangement with us or a Client, any broker-dealer we select may, from time to time, provide unsolicited, proprietary research at no stated cost or requirement of executing a particular amount of transactions.

Aggregation and Allocation of Investment Opportunities

We and NXT Capital have policies and procedures in place with respect to the fair and equitable allocation of investment opportunities to our Clients and other third party accounts over time. The investment objectives and parameters of each of our Clients are different and may prevent a Client from being able to participate in all or a portion of an investment purchase or sale opportunity. A Client may also be prevented from being able to participate in all or a portion of an investment purchase or sale opportunity by regulatory, tax or legal requirements. A Client that retains the discretionary authority over investments will have the ability to approve or decline an investment opportunity presented to them. Such Clients should understand that delays in approving such an investment opportunity may result in an allocation not being available.

NXT Related Persons will generally retain a minimum amount of each Loan that it offers to our Clients and any individual Client of ours will generally not be allocated an amount that exceeds the total amount of the Loan retained by NXT Related Persons. Our Clients and other third party accounts that are able to invest in Loans may be offered the opportunity to invest in the amount of any Loan that exceeds the amount retained by NXT Related Persons.

When the amount of aggregated demand from our Clients and other third party accounts for an investment opportunity offered by NXT Capital exceeds the total amount available for

allocation, we and NXT Capital believe that it is fair and equitable and in the long-term best interests of each Client and other third party account over time to allocate the specific investment opportunity between Clients and other third party accounts (i) first, to meet any minimum allocation rights or other allocation requirements a Client may have under Client Agreements and (ii) second, equitably among our Clients and other third party accounts according to our and NXT Capital's policies and procedures.

An investment opportunity may be allocated on a basis different than specified above if such deviation is determined to be fair and equitable to all of our Clients and third party accounts over time and the reasons for the deviation are documented and approved by our Chief Compliance Officer.

Our and NXT Capital's policies and procedures strictly prohibit the allocation of an investment opportunity to a Client solely based on the expected returns of the investment opportunity, the amount or structure of the asset management fees, the existence of any performance fees, the direct or indirect participation of NXT Related Person in either of the foregoing or the Client itself, or whether the Client's investment entity is public or private, proprietary or third party.

Item 13 - Review of Accounts

We have established policies and procedures to monitor and manage the individual investments in, and the overall investment objectives of, each Client. Policies and procedures related to the review of individual Loans are described in Item 8, "Methods of Analysis, Investment Strategies and Risk of Loss".

The overall investment objectives of each Client are generally managed and monitored by the completion of periodic tests, performed by Directors in our Finance, Operations or Funding and Asset Management group, to ensure compliance with the investment objectives and requirements outlined in the Client Agreements. For certain Clients, a trustee acting on behalf of the Client will run periodic tests to ensure compliance with the investment objectives and requirements outlined in the Client Agreements. These tests are generally performed when a new investment is made by the Client and on required reporting dates outlined in the Client Agreements. The Client Agreements also outline our specific reporting requirements, which may consist of monthly and/or quarterly written reports to the Client describing, among other items, the current characteristics of the assets owned by the Client, a summary of compliance requirements and cash distributions made by or on behalf of the Client. We have developed policies and procedures and appropriate systems and controls to ensure that we are able to meet the specific reporting requirements outlined in the Client Agreements.

In addition, NXT Capital's loan review function will periodically review a sample of the completed tests for timely completion and accuracy.

Item 14 - Client Referrals and Other Compensation

Other than the fees disclosed in Item 5, “Fees and Compensation”, we and NXT Capital do not receive any compensation, or other economic benefits, for providing investment advisory services.

We and NXT Capital may enter into agreements to compensate non-related third parties for (i) Client referrals or solicitations or (ii) identifying and placing interests in our Clients with investors.

- NXT Capital entered into an agreement with BTIG, LLC (“BTIG”), a registered broker-dealer, to assist NXT Capital in securing commitments for three of our Clients and BTIG has secured commitments for these Clients. BTIG may also assist in securing commitments for future Clients. The agreement provides that BTIG will be compensated through an up-front fee paid directly by NXT Capital.
- NXT Capital entered into an agreement with Berenson & Company (“Berenson”), a registered broker-dealer, to assist NXT Capital in securing commitments for two of our Clients and Berenson has secured current commitments for these Clients. Berenson may also assist in securing commitments for future Clients. Berenson was compensated by an up-front fee paid directly by NXT Capital.

Item 15 - Custody

We may be deemed to have “custody” of Client accounts within the meaning of Rule 206(4)-2 under the Advisers Act because we may have access to or authority over Client funds and/or securities. If we are deemed to have such custody over a Client’s funds and/or securities, a custodian will be hired and will be required to send a Client periodic account statements (generally on a quarterly basis) indicating the amounts of any funds and/or securities in their account as of the end of the statement period and any transactions in the account during the statement period. All Clients will be advised to review these statements carefully. Additionally, Clients should immediately contact our Chief Compliance Officer using the contact information provided on the Cover Page if they do not receive account statements from such custodian on at least a quarterly basis or if they should discover any discrepancy between the account statements and the reports we may provide the Client, if any.

Alternatively, under certain circumstances, we may comply with Rule 206(4)-2 under the Advisers Act by providing investors in the Client with audited financial statements within 120 days following the Client’s fiscal year end instead of the arrangement described above. Investors should review any audited financial statements they receive carefully. If an investor in a Client has not timely received audited financial statements, please contact our Chief Compliance Officer using the contact information provided on the Cover Page.

As noted in Item 13, “Review of Accounts”, we may provide investors in a Client, separately, with reports or account statements providing information about the account. Investors in a

Client should compare these reports or account statements carefully to the account statements they receive from a custodian or the audited financial statements they receive from us, if any.

Item 16 - Investment Discretion

We may have discretionary authority to manage the investments owned by our Clients. The Client Agreements negotiated with each such Client establish our discretionary authority and any limitations on this authority such as investment parameters, restrictions and limitations. At a Client's inception, specific investment criteria may be established for a Client in consultation with prospective investors (*e.g.*, specific industry restrictions and concentrations, investment product type concentrations, geographic restrictions, investment size restrictions, etc.) that may limit our discretionary authority.

Item 17 - Voting Client Securities

The assets owned by each Client we manage generally consist of Loans that are privately negotiated transactions; however, a Client may, from time to time, own equity securities in which it has the right to vote via shareholder proxy. The Client Agreements may provide us the authority to vote any shareholder proxy on behalf of the Client.

Our Compliance Manual contains policies and procedures relating to voting shareholder proxies for our Clients ("Proxy Voting Policies and Procedures"). These Proxy Voting Policies and Procedures are designed to reasonably ensure that we vote shareholder proxies in the best economic interests of the Client. The general policy is to vote proxies in a manner that serves the best economic interest of the Client we manage, as we determine in our discretion, taking into account relevant factors, including the impact on the value of the returns of the Client and industry and business practices.

The Proxy Voting Policies and Procedures are designed to identify conflicts or potential conflicts that could arise between our interests and those of the Client. If it is determined that any such conflict or potential conflict is not material, we may vote the proxy notwithstanding the existence of the conflict. If the conflict of interest or potential conflict of interest is determined to be material, one or more methods may be used to resolve the conflict, including (i) disclosing the conflict to the Client and obtaining their consent as outlined in the Client Agreements before voting, (ii) engaging a third party to recommend a vote with respect to the proxy or (iii) such other method as is deemed reasonable under the circumstances.

We will provide a copy of our Proxy Voting Policies and Procedures and of our proxy voting records to any Client upon request. Such request should be made to our Chief Compliance Officer using the contact information provided on the Cover Page.

Item 18 - Financial Information

Not Applicable.