



Melvin Capital Management LP
Part 2A of Form ADV
The Brochure
March, 23, 2017

527 Madison Avenue – 25th Floor, New York, NY 10022
Telephone: 212-373-1270

This brochure provides information about the qualifications and business practices of Melvin Capital Management LP (“Melvin Capital” or “Investment Adviser”). If you have any questions about the contents of this Brochure, please contact our Chief Compliance Officer, Evan Cohen, at (212-373-1275) or email (ecohen@melvincapital.com).

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

Item 2: Material Changes

On January 1, 2017 we established three new funds, Melvin Capital II LP, Melvin Capital II Offshore Ltd. and Melvin Capital II Ltd.

Item 3: Table of Contents

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

Item 4: Advisory Business

Melvin Capital Management LP (“Melvin Capital” or the “Investment Adviser”), a Delaware limited partnership, was formed in October 2014. The Investment Adviser commenced operations as an investment adviser on December 11, 2014. Gabriel Plotkin, Founder and Portfolio Manager of Melvin Capital, is the principal owner of Melvin Capital.

The Investment Adviser serves as the management company with discretionary trading authority to private pooled investment vehicles, the securities of which are offered to Investors (as defined below) on a private placement basis (each, a “Fund” and collectively, the “Funds”), and separately managed accounts (“Managed Account(s)”). The Funds include (i) Melvin Capital LP, a Delaware limited partnership (the “Onshore Fund”), (ii) Melvin Capital Offshore Ltd, a Cayman Islands exempted company (the “Offshore Fund”) (collectively, the “Feeder Funds”) and (iii) Melvin Capital Master Fund Ltd, a Cayman Islands exempted company (the “Master Fund”). The Feeder Funds invest substantially all of their assets through a “master feeder” structure in the Master Fund. The Investment Adviser also serves as the investment manager to Melvin Capital Onshore LP, a Delaware limited partnership (the “3(c)(1) Fund”) which also invests pursuant to a substantially similar strategy as the Master Fund.

In addition, as of January 1, 2017, the Funds also include (i) Melvin Capital II LP, a Delaware limited partnership (the “Onshore Fund”), (ii) Melvin Capital II Offshore Ltd, a Cayman Islands exempted company (the “Offshore Fund”) (collectively, the “Feeder Funds”) and (iii) Melvin Capital II Ltd, a Cayman Islands exempted company (the “Master Fund”). The Feeder Funds invest substantially all of their assets through a “master feeder” structure in the Master Fund.

Melvin Capital GP, LLC (the “General Partner”), a Delaware limited liability company and affiliated with the Investment Adviser, serves as the general partner of the Funds. The General Partner is presently registered as an investment adviser under the Investment Advisers Act of 1940, as amended (the “Advisers Act”), pursuant to Melvin Capital’s Form ADV in reliance on the positions expressed in American Bar Association, Business Law Section, SEC No-Action Letter (January 18, 2012).

In addition, the Investment Adviser serves as the investment adviser with discretionary trading authority and also provides discretionary advisory services to Managed Accounts. As used herein, the term “Client” generally refers to each Fund and each beneficial owner of a Managed Account.

The investment activities of Melvin Capital are led by the Portfolio Manager. A number of other investment professionals employed by Melvin Capital or its affiliates will assist with the execution of Melvin Capital’s investment strategy. Investment decisions for each Client are guided and controlled by the stated investment objectives set forth in its offering documents and advisory agreements. Similarly, the Investment Adviser’s investment decisions and advice with respect to each Managed Account are subject to each Managed Account’s investment objectives and guidelines, as set forth in the Managed Account’s investment management agreement, as well as any written instructions provided by the Managed Account holder to the Investment Adviser.

Melvin Capital's principal objective for its Clients' is to generate superior, risk-adjusted returns by employing a long-short equity strategy focused principally on the securities in the consumer sector. The Investment Adviser employs a bottom-up, fundamental research-driven process to identify investments; primarily in publicly traded common stock of U.S. issuers, on both the long and short sides, that the Investment Adviser believes will generate positive risk-adjusted returns on invested capital. Melvin Capital may use other instruments, such as depository receipts, rights, warrants, options, contracts for difference, derivatives, and other instruments either linked to the value of common stock or for hedging purposes.

Investment advice to the Funds is provided directly to the Funds and not individually to the limited partners or shareholders of the Funds (the "Investors").

Shares or limited partnership interests in the Clients are not registered under the U.S. Securities Act of 1933, as amended (the "Securities Act"), and the Clients are not registered under the Investment Company Act of 1940, as amended (the "Investment Company Act"). Accordingly, interests or shares in the Clients are offered and sold exclusively to Investors satisfying the applicable eligibility and suitability requirements, either in private transactions within the United States or in offshore transactions. This Brochure does not constitute an offer to sell or solicitation of an offer to buy any securities.

The Investment Adviser tailors its advisory services as described in the investment program of the relevant Client's private placement memorandum or as set forth in such Client's organizational documents (*e.g.*, a Client's limited liability company agreement) and/or as set forth in the investment management agreement with such Client.

In addition, the Investment Adviser has the right to enter into agreements, such as side letters, with certain underlying Investors of the Funds that may in each case provide for terms of investment that are more favorable to the terms provided to other underlying Investors of the Funds. Such terms may include (i) greater transparency into a Client's portfolio, (ii) different redemption rights, (iii) greater information than may be provided to other Investors, (iv) different fee terms, (v) more favorable transfer rights and (vi) key-person notifications.

As of December 31, 2016, Melvin Capital manages \$1,871 million in assets on a discretionary basis.

Item 5: Fees and Compensation

The fees and expenses applicable to each Fund are set forth in detail in each Fund's offering documents. The fees and expenses applicable to each Managed Account are set forth in detail in each Managed Account's investment management agreement. The terms of the agreements are generally established at the time of the formation of the applicable Fund or Managed Account relationship. Investors should review all fees charged by Melvin Capital and others to fully understand the total amount of fees to be borne by a Fund and, indirectly, by its Investor. Managed Accounts should review all fees charged by Melvin Capital as set forth in their investment management agreement to understand the amount of fees borne by the Client. A summary of such fees is provided below.

Clients pay the Investment Adviser a management fee calculated and payable quarterly in advance,

at an annual rate of 2% of the applicable Client's net asset value. The Management Fee will be prorated for any subscription, redemption or withdrawal by an Investor that is effective other than as of the first day of a quarter. In the sole discretion of the Investment Adviser, the Management Fee may be waived, reduced or calculated differently with respect to certain Investors or Managed Accounts.

Each Fund and Managed Account pays the Investment Adviser or an affiliate a performance-based compensation (the "Incentive Fee Percentage") in an amount of twenty percent (20%) to thirty percent (30%) on a linear sliding scale, based on the gross return above the high water mark applicable to the limited partner or Managed Account (calculated after the deduction of expenses, but before the deduction of Management Fees and any Incentive Fees).

The Incentive Fee Percentage shall be determined as follows:

If the cumulative year-to-date gross return at the end of each accounting period (rounded to the nearest hundredth of a percent) applicable to the Investor or Managed Account is greater than zero percent (0%) but less than or equal to twelve percent (12%), the Incentive Fee Percentage for such fiscal year with respect to such Investor shall equal twenty percent (20%).

If the cumulative year-to-date gross return at the end of each accounting period (rounded to the nearest hundredth of a percent) applicable to the Investor or Managed Account is greater than twelve percent (12%) but less than or equal to twenty-two percent (22%), the Incentive Fee Percentage for such fiscal year shall equal the sum of twenty percent (20%) plus X, where X is equal to the excess of such return (rounded to the nearest hundredth of a percent) over twelve percent (12%).

If the cumulative year-to-date gross return at the end of each accounting period (rounded to the nearest hundredth of a percent) applicable to the Investor or Managed Account is greater than or equal to twenty-two percent (22%), the Incentive Fee Percentage for such fiscal year shall equal thirty percent (30%).

The Incentive Fee shall be calculated by multiplying the applicable Incentive Fee Percentage by the entire cumulative year-to-date gross return (above the high water mark) after the deduction of Management Fees and Fund Expenses.

Melvin Capital and its affiliates reserve the right to waive or reduce the Management Fee or Incentive Fee Percentage for certain Investors, including, without limitation, Investors that are members, directors, shareholders, partners, affiliates or employees of the General Partner or the Investment Adviser, members of the immediate families of such persons and trusts or other entities for their benefit. The General Partner will not be subject to any Management Fee.

Melvin Capital and its employees do not accept compensation for the sale of securities or other investment products. Melvin Capital's management fee and incentive compensation are separate from brokerage commissions, transaction fees, and other related costs and expenses which are incurred by the Funds and/or Managed Accounts. Item 12 below further describes the factors that Melvin Capital considers in selecting or recommending broker-dealers for Client transactions and determining the reasonableness of their compensation (e.g. commissions).

In addition to paying management fee and performance-based compensation, each Client bears all expenses incidental to its organization and ongoing operation. If the expense relates to more than one Fund, Melvin Capital Management LP will generally allocate these expenses on a pro rata basis based on the net asset value of the Fund accounts, unless another methodology is determined by the Investment Adviser to be more equitable among participating Funds. While Melvin Capital believes that this allocation is fair and reasonable, alternatives may exist that may yield different results.

Organizational and operating expenses shall include, without limitation, costs, and expenses associated (directly or indirectly) with the negotiation, financing, sourcing, acquiring, holding, monitoring, hedging, settling, and disposing of investments or proposed investments; other transaction costs, including, without limitation, transaction fees, custodial fees, brokerage fees, commissions, consulting, advisory, due diligence, investment banking, legal, financial, auditing, accounting, research, third-party consulting, and other professional fees and expenses related to investments and proposed investments, as well as all fees, expenses, interest payments, and principal payments due to any lenders, investment banks, and other financing sources in connection with the financing, sourcing, acquiring, holding, monitoring, hedging, and disposing of investments or proposed investments; custodial fees, appraisal fees and expenses; all entity-level taxes, fees, or other governmental charges; the costs of any insurance (including, without limitation, general partner liability insurance, errors and omissions insurance, directors and officers insurance, if any, and other insurance policies with respect to the Partnership's business and affairs); directors' fees; expenses incurred in the collection of monies owed to the Client; legal, auditing, research, and accounting fees and expenses (including, without limitation, fees and expenses of any administrator, the Offshore Fund, and the Master Fund; expenses associated with the preparation and delivery of financial statements, tax returns and Schedules K-1, if any); extraordinary expenses (including, without limitation, litigation-related and indemnification expenses including indemnification obligations, whether payable in connection with a proceeding involving the Partnership or otherwise, and including the amount of any judgment or settlement paid in connection therewith); the costs of any reporting to investors; reasonable expenses incurred in connection with any meetings of investors and reasonable expenses of the members and meetings of any committee of the Fund; expenses incurred in connection with the dissolution, liquidation, and termination of the Partnership; any "broken-deal" or failed transaction expenses; and expenses incurred in connection with the preparation of amendments to the partnership agreement.

Clients that invest in money market mutual funds, ETFs or other registered investment companies will bear a proportionate share of the related fees and expenses in addition to the fees paid to Melvin Capital.

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

Melvin Capital manages Managed Accounts and Funds that are charged a performance-based fee as described in Item 5. The performance-based compensation gives the Investment Adviser an incentive to engage in more speculative investment strategies in an effort to maximize a Client's gross profits and receive greater compensation. Such fee arrangements also may create an incentive to favor higher paying accounts over other accounts in the allocation of investment opportunities. The Investment Adviser has described its investment opportunity allocation practice more specifically in Item 12, Brokerage Practices. Generally, the Investment Adviser

determines to allocate trades among all Clients within a strategy, subject to certain Client restriction or other constraints, on a pro-rata basis in accordance with net assets, or as the Investment Adviser determines to be otherwise fair and equitable across all Clients.

Item 7: Types of Clients

Melvin Capital provides investment advisory services to various pooled investment vehicles and Managed Accounts, as described above. Beneficial owners of Managed Accounts include institutions, pension plans, high net worth individuals and other sophisticated Investors.

Generally, the minimum initial investment in the Funds is \$1 million. However, Melvin Capital may, in its sole discretion, accept smaller initial investments from time to time.

The minimum initial investment in a Managed Account will vary but will generally exceed \$50 million.

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

Investment decisions for each Fund are guided and controlled by the stated investment objectives set forth in its offering documents and advisory agreements. Similarly, the Investment Adviser's investment decisions and advice with respect to each Managed Account are subject to each Managed Account's investment objectives and guidelines, as set forth in the Managed Account's investment management agreement, as well as any written instructions provided by the Managed Account holder to the Investment Adviser.

Melvin Capital's principal objective for its Clients' is to generate superior, risk-adjusted returns by employing a long-short equity strategy focused principally on the securities in the consumer sector. The Investment Adviser employs a bottom-up, fundamental and detailed process to identify investments primarily in publicly traded common stock of U.S. issuers, on both the long and short sides, that the Investment Adviser believes will generate positive risk-adjusted returns on invested capital. Melvin Capital may use other instruments, such as depository receipts, rights, warrants, options, contracts for difference, derivatives, and other instruments either linked to the value of common stock or for hedging purposes.

The strategies employed by Melvin Capital carry substantial risk, may be deemed highly speculative, and the following risks are not intended to be a complete list or explanation of the risks involved in an investment in the Funds or strategies advised by the Investment Adviser. These risk factors include only those risks the Investment Adviser believes to be material, significant or unusual and relate to particular significant investment strategies or methods of analysis employed by the Investment Adviser. Melvin Capital's strategies are designed only for sophisticated investors who are able to bear the economic risk of loss of their investment. There can be no assurance that Melvin Capital will correctly evaluate the nature and magnitude of the various factors that could affect the value of and return of investments. The investment strategies employed by Melvin Capital may involve the taking of frequent trading positions, and, as a result, turnover and brokerage commission

expenses may be significant. Melvin Capital utilizes leverage, which decreases returns if Clients fail to earn as much on leveraged investments as they pay for such funds. Client's portfolios may be concentrated by investment or sector. Accordingly, the portfolios may be subject to more rapid change in value than would be the case if the portfolios were less concentrated. Purchasing put and call options, as well as writing such options, are highly specialized activities and entail greater than ordinary investment risks. Derivatives, swaps and certain options and other customer derivative or synthetic instruments are subject to the risk of nonperformance by the counterparty to such instrument, including risks relating to the financial soundness and creditworthiness of the counterparty, absence of direct ownership or control of underlying investments, illiquidity, leverage and delay in payments to clients upon termination of portions of such derivative instruments. Short sales can, in certain circumstances, substantially increase the impact of adverse price movements on client's portfolios. A short sale involves the risk of a theoretically unlimited increase in the market price of the particular investment sold short, which could result in an inability to cover the short position and a theoretically unlimited loss. There can be no assurance that securities necessary to cover short positions will be available for purchase. Investing in small and medium capitalization companies are more volatile than large capitalization securities and the risk of bankruptcy or insolvency of many smaller companies is higher than larger "blue chip" companies. The Investment Adviser place a substantial amount of trades for clients, which could result in trade errors and losses for Clients.

Prospective investors and clients should review the applicable offering and disclosure documents carefully and completely, and consult with their professional advisers before deciding to invest.

Melvin Capital and its service providers are subject to risks associated with a breach in cybersecurity. Cybersecurity is a generic term used to describe the technology, processes and practices designed to protect networks, systems, computers, programs and data from both intentional cyber-attacks and hacking by other computer users as well as unintentional damage or interruption that, in either case, can result in damage or interruption from computer viruses, network failures, computer and telecommunications failures, infiltration by unauthorized persons and security breaches, usage errors by their respective professionals, power outages and catastrophic events such as fires, tornadoes, floods, hurricanes and earthquakes. A cybersecurity breach could expose both Melvin Capital, its Funds and Managed Accounts to substantial costs (including, without limitation, those associated with forensic analysis of the origin and scope of the breach, increased and upgraded cybersecurity, identity theft, unauthorized use of proprietary information, litigation, adverse investor reaction, the dissemination of confidential and proprietary information and reputational damage), civil liability as well as regulatory inquiry and/or action. In addition, any such breach could cause substantial withdrawals from a Fund or Managed Account. While Melvin Capital has established a business continuity plan in the event of, and risk management strategies, systems, policies and procedures to seek to prevent, cybersecurity breaches, there are inherent limitations in such plans, strategies, systems, policies and procedures including the possibility that certain risks have not been identified. Furthermore, Melvin Capital, its Funds and Managed Accounts cannot control the cybersecurity plans, strategies, systems, policies and procedures put in place by other service providers to the Funds and Managed Accounts and/or the issuers in which the Funds and Managed Accounts invest.

Item 9: Disciplinary Information

Melvin Capital does not have any legal or disciplinary events that would require disclosure in response to this Item.

Item 10: Other Financial Industry Activities and Affiliations

As previously disclosed in Item 4, Melvin Capital GP, LLC, a Delaware limited liability company and affiliated with the Investment Adviser, serves as the general partner of the Funds. The Funds are controlled by the General Partner who will delegate to the Investment Adviser discretion over the management of such Clients' investment activities. The General Partner is presently registered as an investment adviser under the Investment Advisers Act, pursuant to Melvin Capital's Form ADV in reliance on the positions expressed in American Bar Association, Business Law Section, SEC No-Action Letter (January 18, 2012).

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

Pursuant to Rule 204A-1 of the Advisers Act, Melvin Capital has adopted a written Code of Ethics (the "Code") predicated on the principle that the Investment Adviser owes a fiduciary duty to the Clients and the Investors. The Code is designed to address and avoid potential conflicts of interest and is applicable to all officers, directors, members, partners or employees of Melvin Capital (the "Employees") and each Employee's spouse, minor children and other family members living in his or her household, as well as each other individual designated in writing by a compliance officer as being subject to all or a portion of the compliance procedures or policies adopted by the Investment Adviser. The Investment Adviser requires its Employees to act in the Clients' best interests, abide by all applicable regulations and avoid any action that is, or could even appear to be, legally or ethically improper. Clients wanting to review the Code of Ethics should contact the Chief Compliance Officer at ecohen@melvincapital.com.

The Code incorporates the following general principles that all Employees are expected to uphold:

- Employees must at all times place the interests of clients first;
- All personal securities transactions must be conducted in a manner consistent with the Code and any actual or potential conflicts of interest or any abuse of an Employee's position of trust and responsibility must be avoided;
- Employees must not take any inappropriate advantage of their positions;
- Information concerning the identity of securities and financial circumstances of the Clients, including the Investors and Managed Account holders, must be kept confidential; and
- Independence in the investment decision-making process must be maintained at all times.

Employees are generally prohibited from transactions in single name companies (including initial public offerings) in their personal accounts and must pre-clear other transactions involving Reportable Securities (as defined in the Code), including securities obtained through a private placement before completing the transactions. Employees must disclose all accounts and holdings initially upon commencement of employment, and annually thereafter. In addition, Employees are also required to provide quarterly reports regarding transactions and newly opened personal accounts thereafter.

The Investment Adviser may receive information that restricts our ability to cause our Clients to become restricted in its investment activities. As a result, the Investment Adviser's Clients may be prohibited from buying or selling, and as a result, be required to maintain a position that we might have otherwise exited, or be unable to enter a position. Furthermore, this may result in significant losses, not avoiding losses or not realizing a profit in certain investments.

The Investment Adviser will generally not effect cross trades between or among Clients (i.e. causing one or more Client to sell investments to one or more other Client) except for monthly rebalancing trades, if needed. If the Investment Adviser determines it is in the best interest of its Clients to effect a cross trade, Melvin Capital will seek to reduce the transaction costs to Clients of such account adjustments. All such cross trades will be consistent with the investment objectives and policies of each Client account involved in the trades and applicable law. To the extent that cross trades may be viewed as principal transactions (as such term is used under the Advisers Act) due to the ownership interest in a Client by the General Partner, the Investment Adviser or its personnel, the General Partner and the Investment Adviser will comply with the requirements of Section 206(3) of the Advisers Act.

Item 12: Brokerage Practices

As noted previously, the Investment Adviser has full discretionary authority to manage the Funds and Managed Accounts, including authority to make decisions with respect to which securities are bought and sold, the amount and price of those securities, the brokers or dealers to be used for a particular transaction, and commissions or markups and markdowns paid. The Investment Adviser's authority is limited by its own internal policies and procedures and each Fund's and/or Managed Account's investment guidelines.

Portfolio transactions for each Client will be allocated to brokers and dealers on the basis of numerous factors and not necessarily lowest pricing. Brokers and dealers may provide other services that are beneficial to the Investment Adviser and/or certain Clients, but not beneficial to all Clients. Subject to best execution, in selecting brokers and dealers (including prime brokers) to execute transactions, provide financing and securities on loan, hold cash and short balances and provide other services, the Investment Adviser may consider, among other things, the following: quoted prices; commissions and other execution or operational fees; research; general market commentary; economic information; industry or company commentary; technical data; recommendations; the ability of the brokers and dealers to effect the transaction; the brokers' or dealers' facilities, reliability and financial responsibility; access to hard to borrow securities; and the provision by the brokers of capital introduction, talent introduction, marketing assistance, consulting with respect to technology, operations and equipment, commitment of capital, access to company management and

access to deal flow. Accordingly, the commission rates (or dealer markups and markdowns) charged to the Funds and Managed Accounts by brokers or dealers may be higher than those charged by other brokers or dealers who may not offer such services. The Investment Adviser need not solicit competitive bids and does not have an obligation to seek the lowest available commission cost or spread.

The Investment Adviser maintains policies and procedures to review the quality of executions, including periodic reviews by its investment professionals.

Certain Managed Accounts may select their own prime brokers or custodians through which to clear and hold their investments. Alternatively, Managed Accounts may choose not to open a prime broker or custodian relationship with a firm that the Funds have established a relationship, which may occasionally prevent the Managed Accounts from participating in certain transactions that would otherwise have been recommended by Melvin Capital.

The Investment Adviser will receive from a Client's broker-dealers products and services of the type described above in addition to brokerage services. The Investment Adviser seeks to obtain goods and services that fall within the safe harbor created by Section 28(e) of the Securities Exchange Act of 1934, as amended. The services received from broker-dealers and paid for by Client commissions may be used by the Investment Adviser, including servicing other Clients, and certain of such services may not be used to benefit the Client paying the commission at all.

The relationships with broker-dealers that provide Melvin Capital with soft dollar goods and services influence our judgment in allocating brokerage transactions and create a conflict of interest in using the services of those broker-dealers to execute transactions. The brokerage fees paid by a Client benefit the Investment Adviser at the expense of the Client, to the extent that soft dollars may be used to pay the Investment Adviser's expenses that are not otherwise reimbursable by the Client. We believe these relationships benefit both us and our Clients, but a Client's transactions executed through these broker-dealers may or may not be at the best price or lowest cost otherwise available. Moreover, if other Clients use most or all of the soft dollars generated by their trades for their own purposes, one Client's soft dollars would be used disproportionately to purchase products or services that the Investment Adviser uses to service the Investment Adviser's other Clients. Where a product or service obtained with soft dollars provides research and non-research assistance to the Investment Adviser (*i.e.*, a "mixed use" item), the Investment Adviser will make a good faith allocation of the cost which may be paid for with soft dollars. In making good faith allocations of costs between administrative benefits and research and brokerage services, a conflict of interest may exist by reason of the Investment Adviser's allocation of the costs of such benefits and services between those that primarily benefit the Investment Adviser and those that primarily benefit the Funds and/or Managed Accounts.

We have selected and retained prime brokers and custodians for the Funds. The prime brokerage agreements entered into by and among the Investment Adviser, the Funds and prime brokers contain provisions that limit each prime broker's liabilities to that Fund and under which that Fund must indemnify that prime broker. The Investment Adviser may replace a prime broker or appoint additional prime brokers and custodians at any time. Some of the factors that the Investment Adviser considers when selecting a prime broker may include price, clearance, settlement, efficiency of execution and error resolution, block trading and block positioning capabilities, order of call,

offering to the Investment Adviser electronic access to data regarding its Client's accounts, the availability of stocks to borrow for short sale transactions, custody, recordkeeping, reputation, financial strength and stability and similar services and other matters involved in the receipt of prime brokerage services generally. Each prime broker may also provide the Investment Adviser with administrative services, such as technology services (including IT support and disaster recovery systems), capital introduction services, consulting services, portfolio reporting and access to electronic communication networks. Although many prime brokers provide similar services to investment advisers in exchange for brokerage, custody and clearance fees and other charges, if we did not receive these services from the prime brokers, we would be required to pay for all or some of them. The Investment Adviser is not required to direct a particular number of trades to any prime broker or continue to use any prime broker as a Fund's custodian, but the Investment Adviser may have an incentive to do so based on the prime broker's prior and continued services.

At least annually, the Investment Adviser considers the amount and nature of research and research services provided by broker-dealers, as well as the extent to which such services are relied upon, and attempts to allocate a portion of the brokerage business of its Funds and Managed Accounts on the basis of that consideration. Broker-dealers sometimes suggest a level of business they would like to receive in return for the various products and services they provide. Actual brokerage business received by any broker-dealer may be less than the suggested allocation, but can (and often does) exceed the suggested level, because total brokerage is allocated on the basis of all of the considerations described above. In no case will the Investment Adviser make binding commitments as to the level of brokerage commissions it will allocate to a broker-dealer, nor will it commit to pay cash if any informal targets are not met. A broker-dealer is not excluded from receiving business because it has not been identified as providing research products or services.

The Investment Adviser will use reasonable efforts to allocate investment opportunities (including new issues) in a manner that we believe is equitable over time among Clients, but there can be no assurance that a Client will participate in any particular investment opportunity or on an equal or pro-rata basis with any other Client. In determining how to allocate investment opportunities among Clients, we may consider, among other things, investment objectives, investment strategies, tax issues, regulatory consequences, odd lots, investment restrictions, availability of clearing, credit and financing, and other considerations. As a result we may determine certain investment opportunities are appropriate for certain Clients and not others. The Investment Adviser attempts to address this potential conflict of interest of favoring one Client over another by monitoring on an ongoing basis that all Clients are treated fairly and equitably to ensure that investments made for the Funds and Managed Accounts are appropriate without regard to the performance, in accordance with its investment allocation policies and procedures.

The Investment Adviser may, but is not required, to execute transactions in aggregate and allocate portions of the executed trade(s) among participating Clients. Although we anticipate that aggregating Client trades will overall benefit the participating Clients, aggregating orders may disadvantage an account. Clients participating in an aggregated order generally receive the average price of any transactions executed pursuant to that order. Aggregated orders and the transaction costs associated with aggregated orders generally are allocated pro rata among all participating Clients in accordance with their participation in the order. Executed transactions, including partial executions and new issues allocations, generally will be allocated to Clients on a pro rata basis based on the initial order size for each Client. Melvin Capital may adjust these allocations, for example, to

avoid excessively small allocations, and different allocation methods may be used.

From time to time, during the course of trading for the Clients, trading errors will occur. Melvin Capital has adopted a trading error policy that applies to the Clients. Trade errors may include, for example, (i) the placement of orders (either purchases or sales) in excess of the amount of securities a Client intended to trade; (ii) the sale of a financial instrument when it should have been purchased; (iii) the purchase of a financial instrument when it should have been sold; (iv) the purchase or sale of the wrong financial instrument; (v) the purchase or sale of a financial instrument contrary to regulatory restrictions or Client investment guidelines or restrictions; (vi) incorrect allocations of financial instruments; (vii) keystroke errors that occur when entering trades into an electronic trading system; and (viii) typographical or drafting errors related to derivatives contracts or similar agreements. Trade errors may result in losses or gains. The Investment Adviser generally will endeavor to detect trade errors prior to settlement and correct and/or mitigate them in an expeditious manner. To the extent an error is caused by a counterparty, such as a broker- dealer, the Investment Adviser will seek to recover any losses associated with such error from the counterparty.

The Investment Adviser will not be liable for trade errors in Fund or Managed Accounts resulting from (i) any mistake of judgment or action or inaction taken by such Employee honestly and in good faith that such Employee reasonably believed to be in or not opposed to the best interests of Client, and, in the case of criminal proceedings, that such Employee had no reasonable cause to believe was unlawful; or (ii) actions or inactions taken by any person selected or engaged with reasonable care by any Employee. The Funds and/or Managed Accounts (and not the Investment Adviser) will benefit from any gains resulting from trade errors and will be responsible for any losses (including additional trading costs) resulting from trade errors and similar human errors, except as determined from the above provisions in the Investment Adviser's sole discretion.

Item 13: Review of Accounts

All investments and Client accounts are continuously reviewed by Melvin Capital's investment personnel, including the Portfolio Manager. Among other factors, asset allocation, cash management, market prospects, macro-economic environment, market outlook, company earnings, concentration, and price levels are considered.

Melvin Capital provides each Investor in the Funds with the following reports in accordance with the terms of the governing documents of the applicable Fund: (i) audited annual financial statements within 120 days after the end of the fiscal year; (ii) performance updates on at least a monthly basis; and (iii) annual tax information necessary to complete the applicable tax returns.

Melvin Capital provides various reports to its Managed Account holders ranging from daily reporting of certain transactions to weekly and monthly reports of net appreciation in the Managed Accounts.

Item 14: Client Referrals and Other Compensation

Other than previously described services that the Investment Adviser receives from a broker- dealer or financial counterparty in the form of capital introduction services, the Investment Adviser does

not directly compensate any person for Client or Investor referrals.

Item 15: Custody

All Fund assets are held in custody by unaffiliated broker-dealers or banks. While Melvin Capital does not maintain physical custody of Fund assets, certain affiliates may be considered to have custody, pursuant to Rule 206(4)-2 of the Advisers Act due to their ability to access the accounts of the Funds through their position as the general partner of the Funds. Investors do not receive statements directly from the Funds' custodians. Instead, the Funds will be subject to an annual audit and audited financial statements are distributed to each Investor. Audited financial statements are prepared in accordance with U.S. Generally Accepted Accounting Principles and distributed within 120 days of each Fund's fiscal year end.

The Investment Adviser does not have custody of the Managed Accounts, which are held in custody by unaffiliated broker/dealers or banks. Managed Account custodians send statements directly to the account owners on at least a quarterly basis. Clients should carefully review these statements, and should compare these statements to any account information provided by the Investment Adviser.

Item 16: Investment Discretion

Melvin Capital has discretionary authority over the investment activities of all of the Funds and the Managed Accounts. Melvin Capital invests the assets of the Funds and the Managed Accounts in accordance with the investment policies and objectives and the restrictions described in the relevant Fund offering documents or the relevant Managed Account's investment management agreement.

Item 17: Voting Client Securities

The Funds and Managed Accounts grant the Investment Adviser with authority to cast proxy votes. In accordance with its fiduciary duty to clients and Rule 206(4)-6 of the Advisers Act, Melvin Capital has adopted and implemented written policies and procedures governing the voting of Client securities. The following is a summary of the key provisions:

- Investment Adviser's policy to exercise the proxy vote in the best interest of its Clients, taking into consideration all relevant factors, including without limitation, acting in a manner that Melvin Capital believes will (i) maximize the economic benefits to the relevant Client and (ii) promote sound corporate governance by the issuer.
- The Investment Adviser has retained a third-party service provider to provide research recommendations, voting and recordkeeping services with respect to Clients' securities for which Melvin Capital has proxy voting authority.
- While Melvin Capital may assess each proxy on a case-by-case basis, the Investment Adviser will generally vote with management in situations where the third-party service provider and management recommendations are alike.
- The Investment Adviser may choose not to vote if doing so would be costly or impractical or we otherwise deem it unnecessary or unwarranted for any other reason.
- If the Investment Adviser identifies a material conflict of interest with respect to a proxy,

the Investment Adviser will seek to not place our interests ahead of our Client's in voting such proxy. In such instances, Melvin Capital will generally vote in accordance with the third-party service provider recommendation to mitigate such conflict.

A copy of Melvin Capital's written proxy voting policies and procedures, as well as a record of how Melvin Capital has voted in the past, will be maintained and available for review by Clients upon written request by contacting the Chief Compliance Officer at ecohen@melvincapital.com.

Item 18: Financial Information

A balance sheet is not required to be provided as Melvin Capital (i) does not solicit fees more than six months in advance, (ii) does not have a financial condition that is likely to impair its ability to meet contractual commitments to clients or (iii) has not been subject to any bankruptcy proceeding during the past 10 years.