

**Item 1 - Cover Page**

**BridgeInvest LLC**

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**August 6, 2020 Brochure**

This brochure (the “Brochure”) provides information about the qualifications and business practices of BridgeInvest LLC (the “Adviser”). If you have any questions about the contents of this Brochure, please contact us at 305-749-9887 or [daniel.stahl@bridgeinvest.com](mailto:daniel.stahl@bridgeinvest.com). The information in this Brochure has not been approved or verified by the United States Securities and Exchange Commission (the “SEC”) or by any state authority.

Additional information about the Adviser also is available on the SEC’s website at [www.AdviserInfo.sec.gov](http://www.AdviserInfo.sec.gov).

## **Item 2 - Material Changes**

This Brochure is a document that the Adviser provides to its clients as required by the SEC's rules.

As a newly formed investment adviser, this is the Adviser's initial filing of the Brochure. Accordingly, there are no material changes to report.

In the future, in this Item 2, the Adviser will reference the date of the last annual update of its Brochure and will provide clients with a summary of any material changes made. The Adviser will further provide clients with a new Brochure as necessary based on changes, new information, or at a client's request, at any time, without charge.

### Item 3 - Table of Contents

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

## **Item 4 - Advisory Business**

### General Information

BridgeInvest LLC is a Florida limited liability company with its principal place of business in Florida. The Adviser was organized in 2011.

### Fund Investment Advisory Services

The Adviser indirectly provides investment advisory services to BridgeInvest Specialty Credit Fund II, LLLP, a Delaware limited liability limited partnership ("Fund II") and to BridgeInvest Partners II LP, a British Virgin Islands partnership (the "Offshore Fund"), each a pooled investment vehicle, through BridgeInvest Fund Manager II LLC, a Delaware limited liability company (the "Fund Manager" and the "Relying Adviser"). The Adviser wholly owns the Relying Adviser. All supervised persons acting on behalf of the Relying Adviser are also supervised persons of the Adviser. In addition, the Adviser and the Relying Adviser operate under a single code of ethics (the "Code") and compliance manual that is administered by the Adviser's Chief Compliance Officer (the "CCO"). Accordingly, the Fund Manager is a "Relying Adviser" of the Adviser, and all references to the "Adviser" in this disclosure brochure include the Fund Manager. Neither Fund II nor the Offshore Fund is required to register under the Investment Company Act of 1940, as amended (the "1940 Act"), and the securities of neither Fund II nor the Offshore Fund are registered under the Securities Act of 1933, as amended (the "Securities Act").

Fund II pursues opportunistic real estate debt investments by investing exclusively in first-priority mortgage loans secured by real estate assets ("Investments"). Fund II makes its Investments through individual holding limited liability companies, which are the direct lenders for each underlying mortgage. Non-U.S. investors invest through the Offshore Fund, which acts as a feeder fund in BridgeInvest Holding 2 LLC, a limited liability corporation (the "US Blocker"). The US Blocker may invest directly into and receive distributions directly from Fund II. Because the Offshore Fund acts as a feeder fund into Fund II, the Offshore Fund and Fund II are together referred to as the "Fund" in this Brochure.

As the investment adviser of the Fund, the Adviser, along with BridgeInvest Fund GP II LLC, the general partner (the "General Partner"), identifies investment opportunities for, and participates in the acquisition, management, monitoring and disposition of Investments of, the Fund. In providing investment advisory services to the Fund, the Adviser seeks to tailor its services to the Fund's needs, interests and circumstances.

The Relying Adviser provides investment advisory services to Fund II and the Offshore Fund, each pursuant to the terms of the relevant Fund's limited partnership agreement (each, a "Fund Agreement"). Investment advice is provided directly to each Fund, subject to the direction and control of the General Partner, and not individually to the investors in either Fund.

### Investment Limitations

Following the Fund's initial closing, the Fund did not, without 5 Business Days Limited Partner Consent (as defined in the Fund Agreement), (i) make a single Investment where the aggregate amount of equity invested by the Fund in such Investment exceeds 20% of the aggregate Fund commitments (the "Aggregate Commitments"), (ii) make Investments outside of the Southeast U.S. where the aggregate amount of equity invested by the Fund in all such Investments exceeds 20% of

Aggregate Commitments, (iii) make an Investment collateralized by a non-cash flowing property where the as-is loan-to-value exceeds 66%, based on an independent appraisal, (iv) make an Investment collateralized by a cash-flowing property (defined as having a 6.0% minimum debt yield) where the as-is loan-to-value exceeds 70%, based on an independent appraisal, (v) make an Investment in a construction, rehabilitation or value-add loan where the loan-to-cost exceeds 75%, based on the total cost of the project, or the as-stabilized loan-to-value exceeds 66%, based on an independent appraisal, (vi) make an Investment where the General Partner or any of its affiliates is a borrower, (vii) make an Investment in a residential property considered to be a primary residence and (viii) make an Investment where the stated loan term exceeds the Fund Term (as defined in the Fund Agreement).

For purposes of the foregoing investment limitation, the Fund was permitted to make Investments and commitments to invest prior to the Final Closing (as defined in the Fund Agreement) as if the Aggregate Commitments are the greater of \$125 million or the actual amount of the Aggregate Commitments as of such date.

These restrictions on Investments are established by the General Partner and are set forth in the documentation received by each limited partner of the Fund (each, a "Limited Partner") before investment in the Fund. Once invested in the Fund, investors cannot impose restrictions on the types of Investments the Fund may make.

#### Type and Value of Assets Currently Managed

All of the Adviser's investment advisory services are provided on a discretionary basis. As of July 1, 2020, the Adviser managed \$187,649,612 in regulatory Fund assets under management.

#### Principal Owners

The principal owner of BridgeInvest LLC is Alex Horn.

### **Item 5 - Fees and Compensation**

#### Fees for Fund Investment Advisory Services

*Investment Management Fee.* As compensation for investment advisory services rendered to the Fund, the Adviser receives from the Fund an investment management fee, as further described in the Fund's offering document (the "Investment Management Fee") and as described generally below. The fee structure described below may be modified from time to time.

The Fund pays to the Adviser an annual Investment Management Fee, which is payable quarterly in arrears. The initial installment of the Investment Management Fee is paid at the conclusion of the calendar quarter in which the initial closing occurs, with subsequent installments to be paid on the last day of each calendar quarter. The Investment Management Fee is paid at an annual rate equal to 1.0% of the average daily balance of capital contributions of each Limited Partner during the preceding calendar quarter, less the portion of such drawn capital contributions utilized to acquire Investments that have been sold or liquidated (provided such drawn capital contributions are not subsequently reinvested in other Investments) or completely written off, in each case, as reasonably determined by the General Partner.

Notwithstanding the foregoing, the Adviser or the General Partner may negotiate or set an Investment Management Fee different from the foregoing with respect to one or more Limited Partners. Additionally, please see **Item 6 – Performance-Based Fees and Side-By-Side Management** below for information regarding “incentive distributions” that the Fund may pay.

*Structuring Fee.* The Adviser will be paid a one-time structuring fee for each Investment made by the Fund (the “Structuring Fee”). The Structuring Fee will be paid as a single payment per Investment equal to 0.5% of the total loan amount for the investment, payable upon the closing date of such Investment. Notwithstanding the foregoing, the Adviser or the General Partner may negotiate or set a Structuring Fee different from the foregoing with respect to one or more Limited Partners.

*Co-Investment Fee.* The General Partner or its affiliates may earn a fee (the “Co-Investment Fee”) from co-investors or joint-venture partners as the result of co-investment or joint venture on individual mortgages. Such fee is expected to be 1.0 – 2.0% origination fee and a fixed percentage spread of the underlying interest income if the Investment is co-invested, participated or joint-ventured prior to the original closing date of the Investment. In the event that an Investment is co-invested, participated or joint ventured subsequent to its original closing date, the General Partner expects that the Fund will retain a portion of the Co-Investment Fee, expected to be the full origination fee and up to 50% of a fixed percentage spread of the underlying interest income, and the remaining portion will be paid to the General Partner or its affiliates.

The Adviser does not generally utilize the services of securities broker-dealers for securities transactions with respect to the Fund. In the event that the Adviser chooses to use a securities broker-dealer for limited purposes relating to the Fund, the Fund incurs brokerage and other transaction costs. For additional information regarding brokerage practices, please see **Item 12 – Brokerage Practices** below.

Finally, the Fund is responsible for all legal and other expenses incurred in the formation of the Fund up to an amount of \$300,000 and for all expenses related to its operations to the extent such expenses are not paid by borrowers, including third-party expenses incurred in connection with unconsummated transactions. The amount above \$300,000 paid by the Fund, if applicable, is offset by the Investment Management Fee.

### **Item 6 - Performance-Based Fees and Side-By-Side Management**

While the Adviser does not receive a performance-based fee, a portion of the Fund’s net distributable proceeds is allocated to the capital account of the General Partner as “incentive distributions.” The General Partner is a related person of the Adviser.

While the Fund has a long-term investment strategy, potential investors should note that the payment by the Fund of incentive distributions may nonetheless provide an incentive for the Adviser to make Investment that are riskier or more speculative than would be the case in the absence of such an arrangement. Generally, and except as may be otherwise set forth in the Fund Agreement, this conflict is mitigated to a substantial extent by, among other things, the fact that payment of the incentive distributions will be conditioned on all of the partners of the Fund first receiving the preferred return and the return in full of their capital contributions to the Fund. In addition, provisions and procedures set forth in the Code require the Adviser to act in accordance with principles of honesty, good faith, and fair dealing.

Please see **Item 10 – Other Financial Industry Activities and Affiliations** below for additional information relating to how conflicts of interests are generally addressed by the Adviser.

### **Item 7 - Types of Clients**

The Adviser currently provides investment advisory services solely to the Fund. Investment advice is provided directly to the Fund, subject to the direction and control of the General Partner, and not individually to the Limited Partners of the Fund.

Interests in the Fund are offered pursuant to applicable exemptions from registration under the Securities Act and the 1940 Act. Permitted investors in the Fund may include high net worth individuals, banks, thrift institutions, pension and profit-sharing plans, endowments, foundations, trusts, estates, charitable organizations and other business entities.

The minimum investment requirement for the Fund is \$500,000. However, the General Partner, in its sole discretion, may permit investments that are less than the required minimum investment commitment set forth in the Fund's offering documents. In addition, legal eligibility requirements must be met to invest in the Fund.

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

#### Methods of Analysis and Investment Strategies

The Fund pursues private Investment by investing exclusively in first-priority mortgage loans secured by real estate assets, primarily based in the Southeast U.S., including, without limitation, promissory notes issued by operators and owners of commercial and residential real estate secured by the underlying real property or any assets obtained in connection with certain means of judicial enforcement of any defaulting loan. The Adviser seeks to provide Limited Partners with what the Adviser believes to be attractive risk-adjusted returns with substantial downside protection.

Fund II makes its Investment through individual holding limited liability companies, which are the direct lenders for each underlying mortgage. Non-U.S. investors invest through the Offshore Fund, which acts as a feeder fund in the US Blocker. The US Blocker may invest directly into and receive distributions directly from Fund II.

The Fund's strategy involves significant risks, including the risk that the Fund (and, in turn, the underlying investors in the Fund), could lose some or all of any invested capital. An Investment in the Fund provides limited liquidity because there are significant restrictions on transferability of the Fund's interests and withdrawals from the Fund.

#### Risk of Loss

All investment portfolios are subject to risks. Accordingly, there can be no assurance that the Fund will be able to fully meet its investment objectives and goals, or that Investment will not lose money. Below is a description of several of the principal risks that the Fund may face.

*Competition for Investments in Real Estate.* While the Fund attempts to distinguish itself from many other closed-end real estate debt funds, the Fund encounters competition from numerous real estate investment partnerships and trusts, as well as from individuals, corporations, bank and insurance company investment accounts, foreign investors and other entities engaged in real estate

financing activities. Many of the Fund's competitors have financial resources that are significantly larger than the Fund's and have substantial uninvested capital to invest. The greater the supply of such uninvested capital, the more difficult it will be for the Fund to locate attractive Investments. These larger funds also have the ability to more broadly diversify the assets in their respective portfolios and thereby reduce risk. As a result of these and other factors, the Fund may acquire a limited number of Investments as a result of which, the unfavorable performance of a small number of such investments may adversely affect the aggregate returns realized by the Fund. In addition, some of the Fund's competitors may have greater human resources and other resources, including ability to access more extensive or productive investment referral sources that would give them a competitive advantage over the Fund in its investment activities. Competition for investments may have the effect of increasing costs, reducing yield or making it substantially more difficult to locate investments that meet the Fund's investment objectives or which the General Partner otherwise believes are suitable for the Fund, thereby reducing the diversity and/or attractiveness of the Fund's Investments and the returns to Limited Partners and the risk associated with an investment in the Fund.

*General Real Estate Risks; Illiquidity.* There is no assurance that the operations of the Fund or the Investments made by the Fund will be profitable or that cash flow will be available for distribution to Limited Partners. Because real estate, like many other long-term investments, historically has experienced significant fluctuation and cycles in value, specific market conditions may result in occasional or permanent reductions in the value of the investments. The cash flow and value of the Investments will depend on many factors beyond the control of the Fund, including: changes in general economic or local conditions; changes in supply of or demand for competing properties in an area; changes in interest rates, which may affect, among other things, the Fund's ability to enter into a favorable transaction or the Fund's ability to exit an Investment; unavailability or cost of mortgage funds which may render the construction, leasing, sale or refinancing of a property difficult; the financial condition of borrowers and of tenants, buyers and sellers of property; changes in real estate tax rates and other operating expenses (including the cost and availability of insurance of all types (particularly windstorm and flood insurance)); the imposition of rent controls; energy, materials and/or labor shortages or the cost thereof; various uninsured or uninsurable risks; natural disasters; war; and terrorism. There is no assurance that there will be a ready market for the Investments because investments in real estate debt (either directly or indirectly through partnership or other ownership vehicles) generally are less marketable and illiquid due to the unavailability of reliable or any market quotations. Accordingly, the ability of the Fund to vary its portfolio in response to changes in economic or other conditions may be limited. Any one or more of the foregoing risks could materially adversely affect the return on a Limited Partner's investment and could cause the loss of all or a part of the Limited Partner's investment in the Fund.

*Credit Risk.* The Fund will finance Investments for a unique variety of borrowers. While each transaction represents an exciting opportunity to lend on a unique investment, there is risk inherent of each borrower failing to make debt service payments for its loan with resulting potential defaults and the risk of potentially expensive legal and foreclosure actions.

*Transaction Risk.* Each transaction will be subject to risks related to its execution process. Real estate projects are exposed to numerous challenges related to zoning, lease-up, renovation and sales. Any delay or difficulty in these areas can affect the ultimate outcome of the project and the Fund's basis in the Investment, potentially affecting the ultimate payoff of the Investment.



*Leverage.* The General Partner has the right to obtain one or more financings on behalf of the Fund to fund the working capital needs of the Fund. Should the Fund seek to finance its working capital needs, or, if in the future, the Fund determines to leverage investments, no assurance can be given that the Fund will succeed in obtaining such borrowed funds on favorable terms, if at all. If borrowed funds are not then available or are not then available on favorable terms, the Fund may not have the working capital which it requires to conduct operations as anticipated, or may not have the resources to participate in attractive investment opportunities or in order to diversify the Fund's investment portfolio. The Fund may obtain leverage of up to 40% of the total capitalization, and such leverage will increase the exposure of the Fund to adverse economic factors such as significantly rising interest rates, severe economic downturns, real estate downturns or deteriorations in the condition of real estate investments or of the market in which the Investment is located. In the event an Investment is unable to generate sufficient cash flow to meet principal and interest payments on the Fund's indebtedness, as well as pay other operating expenses of the Fund (most of which will be fixed in nature), the Fund's return on such Investment would likely be significantly reduced or even eliminated. Borrowings by the Fund under a credit facility may be secured by the Fund's Investments. Moreover, the presence of substantial amounts of debt creates significant additional risks, such as: (a) lending institutions may have rights to participate in certain decisions relating to the management of the Fund or the Investments; (b) financial obligations of the Fund will have to be repaid before the Limited Partners will be able to receive a return, if any, on their interests; and (c) cash flow from operations may be insufficient to pay the Fund's debt service, potentially resulting in capital calls being made on the Limited Partners or foreclosure on the collateral given by the Fund to secure its obligations under such debt. Any inability of the Fund to repay such borrowings could result in a reduction or complete loss of a Limited Partner's investment in the Fund.

Please see the Fund's offering documents for information about the specific risks associated with an investment in the Fund.

### **Item 9 - Disciplinary Information**

Registered investment advisers are required to disclose all material facts regarding any legal or disciplinary events that would be material to a client's evaluation of the Adviser or the integrity of the Adviser's management. The Adviser has no disciplinary events to report.

### **Item 10 - Other Financial Industry Activities and Affiliations**

The Adviser wholly owns the Relying Adviser and the General Partner. Certain individuals of the management persons of the Adviser are also the principals of the General Partner.

The Adviser is under common ownership and control with Horn Eichenwald Investments Corp. ("Horn Eichenwald"), an investment adviser registered with the SEC. There is no business relationship between the Adviser and Horn Eichenwald, and the business operations and practices of the two entities are completely separate. The Adviser does not believe a material conflict of interest exists as a result of its common ownership and control with Horn Eichenwald.

### **Conflicts of Interest**

The discussion below reflects both historical and current practices of the Adviser and the Fund. Please refer to the Fund Agreement for more details regarding the Fund's practices.

*Incentive Distributions.* As stated above, the structure and payment of the incentive distributions by the Fund to the General Partner may involve a conflict of interest because it may create an incentive for the General Partner to cause the Fund to make riskier or more speculative investments than it otherwise would.

*Affiliated Transactions.* It is possible that the General Partner, the Adviser, or any affiliates entities may perform a variety of management, development, financial or other services (including the delivery of one or more corporate guarantees of Fund financings) in connection with the Investments and receive significant fees and reimbursements for doing so. In addition, the General Partner may, under certain circumstances and in its sole discretion, make a loan or cause an affiliate to make a loan to the Fund, which will accrue interest and will be pre-payable at any time without any prepayment penalty or charge. These transactions present conflicts of interest, because the fees, reimbursements and interest charged, as applicable, would not have the benefit of arm's length negotiations. Although these transactions are not arm's length transactions, they will be consistent with those generally available in arm's length transactions with qualified independent third parties in the applicable geographic area for a comparable level of quality.

*Other Business Relationships.* The Adviser and its affiliates engage in a broad range of activities, including investment activities for their own accounts and for the accounts of other investment funds and providing advisory, management and other services to other funds. The funds and accounts advised or managed by the Adviser or its affiliates are referred to as the "Related Funds." The Related Funds may have investment objectives similar to those of the Fund. In the ordinary course of conducting its activities, the interests of the Fund or its Limited Partners may, on occasion, conflict with the interests of the Adviser or its affiliates or one or more other Related Funds. Specifically, the Adviser's and its affiliates' time, effort, and resources will not be devoted exclusively to the business of the Fund but must be allocated between that business and any Related Funds.

The General Partner and its principals will devote as much of their time and resources to the activities of the Fund as it deems necessary and appropriate. The Fund Agreement generally does not restrict the General Partner or its principals from entering into other relationships or engaging in other business activities, even though those activities may be in competition with the Fund and/or may involve substantial amounts of their time and resources.

*Reimbursement of Expenses.* The Fund and/or its subsidiaries which own the investment properties will pay directly or reimburse the General Partner or certain affiliates for all expenses directly relating to the Fund and the financing of mortgages. The General Partner may have conflicts of interest in determining the proper allocation of certain reimbursable expenses between the Fund and its affiliates.

#### Resolution of Conflicts

The Adviser will deal with all conflicts of interest using its best judgment, but in its sole discretion. In resolving conflicts, the Adviser will generally consider various factors, including the interests of the Fund and the other Related Funds. In the case of all conflicts involving the Fund, the determination as to which factors are relevant, and the resolution of such conflicts, will be made in the sole discretion of the Adviser, except as required by the governing documents of the Fund.

*Mitigating Factors.* The following factors may alleviate, but will not eliminate, conflicts of interest among the Fund and other Related Funds and future funds:

- The Fund will not make any investment unless the General Partner believes that such investment is an appropriate investment considered solely from the viewpoint of the Fund;
- The General Partner and its affiliates are subject to certain exclusivity provisions set forth in the Fund Agreement;
- The General Partner and its affiliates are subject to certain limitations on successor funds set forth in the Fund Agreement;
- Certain investments require 5 Business Days Limited Partner Consent (as defined in the Fund Agreement);
- Fees and reimbursements to be paid to the General Partner and/or its affiliates will be consistent with those generally available in arm's length transactions with qualified independent third parties in the applicable geographic area for a comparable level of quality; and
- The Adviser's Code of Ethics sets forth provisions and procedures requiring the Adviser to act in accordance with principles of honesty, good faith, and fair dealing.

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

#### Code of Ethics and Personal Trading

The Adviser has adopted a Code of Ethics, the full text of which is available to you upon request. The Code has several goals. First, the Code is designed to assist the Adviser in complying with applicable laws and regulations governing its investment advisory business. Under the Investment Advisers Act of 1940, as amended, the Adviser owes fiduciary duties to its clients. Pursuant to these fiduciary duties, the Code requires the Adviser's managers, officers and employees (collectively, "Associated Persons") to act with honesty, good faith and fair dealing in working with clients. In addition, the Code prohibits Associated Persons from trading or otherwise acting on insider information.

Next, the Code sets forth guidelines for professional standards ("Professional Standards") for the Adviser's Associated Persons. Under the Code's Professional Standards, the Adviser expects its Associated Persons to put the interests of its clients first, ahead of personal interests. In this regard, the Adviser's Associated Persons are not to take inappropriate advantage of their positions in relation to Adviser clients.

Third, the Code sets forth policies and procedures to monitor and review the personal trading activities of Associated Persons, as summarized below:

#### Personal Trading

From time to time, Associated Persons may invest in the same securities the Adviser recommends to clients. Under the Code, the Adviser has adopted procedures designed to reduce or eliminate conflicts of interest that this could potentially cause. Associated Persons are generally required to submit information about their personal trading activities to the Adviser's CCO or the CCO's designee for review. In addition, Associated Persons are generally required to notify the CCO or the

CCO's designee and obtain advance approval of certain personal trades in securities that may be traded by the Adviser for client accounts or otherwise affected by investments made on behalf of clients. Violations of the Code may result in disciplinary action up to and including dismissal.

#### Participation or Interest in Client Transactions

Under the Code, Associated Persons are prohibited from trading in securities on the basis of material, non-public information or communicating material, non-public information about the issuer of any security to any other person.

### **Item 12 - Brokerage Practices**

As the Fund primarily pursues private Investments, the Adviser anticipates that investments in publicly traded securities will be infrequent occurrences. As a result, the Adviser does not normally utilize the services of securities broker-dealers for securities transactions. In the event the Adviser chooses to use a securities broker-dealer for a securities transaction, the Adviser has, subject to the direction of each General Partner, sole discretion over the purchase and sale of investments (including the size of such transactions) and the securities broker or dealer, if any, to be used to effect transactions. In placing each securities transaction for the Fund involving a securities broker-dealer, the Adviser will seek to obtain best execution of the transaction. "Best execution" means obtaining for a Fund account the lowest total cost (in purchasing a security) or highest total proceeds (in selling a security), taking into account the circumstances of the transaction and the reputability and reliability of the executing broker or dealer as well as certain other factors.

In determining whether a particular securities broker or dealer is likely to provide best execution with respect to a particular securities transaction, the Adviser takes into account all factors that it deems relevant to the securities broker's or dealer's execution capability, including, by way of illustration, price, the size of the transaction, the nature of the market for the security, the amount of the commission, the timing of the transaction taking into account market prices and trends, the reputation, experience and financial stability of the securities broker or dealer, and the quality of service rendered by the securities broker or dealer in other transactions.

In selecting broker-dealers to be used, the Adviser will consider client and/or investor referrals from broker-dealers. This practice presents a conflict of interest, because the Adviser may have an incentive to select a broker-dealer based on its interest in receiving referrals, rather than on whether the broker-dealer provides best execution. During the last fiscal year, the Adviser did not direct transactions to a particular broker-dealer in return for referrals.

#### Directed Brokerage

The Adviser does not allow directed brokerage accounts. To the extent consistent with its duty to seek best execution, the Adviser may trade with the securities broker who has custody of the applicable assets.

#### Aggregation of Trades

The Fund normally does not trade in securities. In addition, the Adviser has only the Fund account and therefore does not aggregate trades across client accounts.

### Soft Dollar Transactions

The Adviser does not generate or use soft dollars, which are credits generated by securities transactions placed with certain securities broker-dealers that may be used to “purchase” certain research and brokerage products from such securities broker-dealers.

## **Item 13 - Review of Accounts**

### Oversight and Monitoring

The Investments of the Fund are generally private and illiquid in nature, and accordingly, the Adviser’s review of them is not directed toward a short-term decision to dispose of securities. However, the Investments of the Fund are continuously reviewed by the Fund’s General Partner, who closely monitors the Fund’s Investments and generally maintains an ongoing oversight position in such Investments. These reviews will focus on appropriateness of the Fund’s Investments for the Fund’s portfolio and the performance of the Fund.

### Reporting

Within 120 days after the end of each fiscal year, the Fund will furnish to all Partners annual audited financial statements prepared in accordance with U.S. GAAP. Within 45 days after the end of each fiscal quarter, the Fund will furnish a summary report on the Fund’s Investments to each Partner. Certain tax information for use in preparation of U.S. federal income tax returns will be provided to each Limited Partner.

The Adviser and the Fund’s General Partner may, from time to time, in their sole discretion, provide additional information upon request relating to the Fund to one or more investors in the Fund as they deem appropriate.

## **Item 14 - Client Referrals and Other Compensation**

The Fund does not currently utilize the services of a third-party securities broker or placement agent to sell interests in the Fund on a “best efforts” or agency basis. If one or more securities brokers or placement agents are engaged, they will receive compensation for their services. Any such compensation would generally be paid by the Adviser.

## **Item 15 - Custody**

The Adviser (through the General Partner) is deemed to have custody of certain assets of the Fund. The Fund currently is audited annually by an independent public accountant, and the annual audited financial statements of the Fund are sent to the Fund’s investors. The Fund also provides quarterly capital statements to investors.

## **Item 16 - Investment Discretion**

The Adviser provides investment advisory services to the Fund pursuant to the Fund Agreement. The Adviser has discretionary authority to determine the investments to be bought or sold and the amounts to invest for the Fund. Investment advice is provided by the Adviser directly to the Fund, subject to the direction and control of the affiliated General Partner, and not individually to the investors in the Fund. Any restrictions on investments in certain types of securities are established

by the General Partner and are set forth in the documentation received by each Limited Partner prior to investment in the Fund.

#### **Item 17 - Voting Client Securities**

The Fund is not able to direct the vote of the General Partner. To the extent applicable, the General Partner intends to vote proxies or similar corporate actions in the best interests of the Fund, taking into account such factors as it deems relevant in its sole discretion.

The Adviser's proxy voting policy is designed to ensure that if a material conflict of interest is identified in connection with a particular proxy vote, that the vote is not improperly influenced by the conflict.

To the extent applicable, the Adviser will maintain a detailed Proxy Voting Policy and a record of how the Adviser has voted proxies, each of which is available to clients upon request.

#### **Item 18 - Financial Information**

The Adviser does not require nor solicit prepayment of more than \$1,200 in fees per client, six months or more in advance, but the Adviser (through the General Partner) is deemed to have custody of certain assets of the Fund.

In an abundance of caution and in the absence of clarity on the overall economic impact of the COVID-19 pandemic, the Adviser applied for and received a loan under the Paycheck Protection Program ("PPP") through the U.S. Small Business Administration in the amount of \$240,200. The Adviser has no other financial condition that is reasonably likely to impair its ability to meet its contractual commitments to its clients and has not been the subject of a bankruptcy petition at any time during the past ten years.