

Part 2A of Form ADV: *Firm Brochure*

March 30, 2020

Alpine Management Services III, LLC

(“Alpine Investors”)

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This brochure provides information about the qualifications and business practices of Alpine Investors. If you have any questions about the contents of this brochure, please contact Alpine Investors at 415-392-9100 or bmaguy@alpineinvestors.com. The information 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 Alpine Investors also is available on the Securities and Exchange Commission’s website at www.adviserinfo.sec.gov. Alpine Investors can be found on this site by a unique identifying CRD number, 157255.

An investment advisor’s registration with the United States Securities and Exchange Commission under the Investment Advisers Act of 1940, as amended (the “Advisers Act”), does not imply a certain level of skill or training.

Item 2 Material Changes

We filed our most recent Form ADV Part 2A on March 29, 2019. This annual amendment updates the description of business practices and related potential conflicts of interest under “Fees and Compensation”, “Performance-Based Fees and Side by Side Management”, “Methods of Analysis, Investment Strategies and Risk of Loss” and “Code of Ethics, Participation or Interest in Client Transactions and Personal Trading,” among other changes.

We recommend that you read this Part 2A of Form ADV in its entirety.

| | | |
|----------------|---|-------------|
| Item 3 | Table of Contents | Page |
| Item 1 | Cover Page..... | 1 |
| Item 2 | Material Changes | 2 |
| Item 3 | Table of Contents Page..... | 3 |
| Item 4 | Advisory Business | 4 |
| Item 5 | Fees and Compensation..... | 5 |
| Item 6 | Performance-Based Fees and Side-By-Side Management | 10 |
| Item 7 | Types of Clients | 11 |
| Item 8 | Methods of Analysis, Investment Strategies and Risk of Loss..... | 11 |
| Item 9 | Disciplinary Information..... | 52 |
| Item 10 | Other Financial Industry Activities and Affiliations..... | 52 |
| Item 11 | Code of Ethics, Participation or Interest in Client Transactions and Personal Trading..... | 52 |
| Item 12 | Brokerage Practices | 55 |
| Item 13 | Review of Accounts | 56 |
| Item 14 | Client Referrals and Other Compensation..... | 56 |
| Item 15 | Custody | 57 |
| Item 16 | Investment Discretion | 57 |
| Item 17 | Voting Client Securities | 57 |
| Item 18 | Financial Information..... | 58 |

Item 4 Advisory Business

Alpine Investors provides investment advisory services to private equity funds and other pooled investment vehicles (collectively, the “Funds” or the “Alpine Funds”, and each individually a “Fund” or an “Alpine Fund”) that are exempt from registration under the Investment Company Act of 1940, as amended (the “Investment Company Act”) and whose securities are not registered under the Securities Act of 1933, as amended (the “Securities Act”). The investors in the Alpine Funds include, among others, individuals, pension and profit-sharing plans, trusts, charitable organizations, corporations, limited partnerships and limited liability companies. Such investors are generally referred to throughout as “investors” or “Limited Partners.”

Alpine Investors is the investment adviser to each of the Alpine Funds with its principal place of business located in California. Alpine Investors was formed as a Delaware limited liability company in 2009. Alpine Investors was formed to continue the private advisory business of a private investment firm originally founded in 2001. It is owned entirely by Graham Weaver. Each Fund has a general partner that is subject to the Advisers Act pursuant to Alpine Investor’s registration in accordance with SEC guidance. This Brochure also describes the business practices of the general partners, which operate as a single advisory business together with Alpine Investors. References herein to Alpine Investors should be read to include the general partners as applicable.

As the investment adviser for each Alpine Fund, Alpine Investors identifies investment opportunities and participates in the acquisition, management, monitoring and disposition of investments for each Alpine Fund. Alpine Investors primarily provides investment advisory services related to private equity investments in various industries, including leveraged acquisitions and recapitalizations, traditional buyouts and investments in growth opportunities. These private equity investments generally take the form of privately negotiated investment instruments in operating entities (generally referred to as “portfolio companies”). From time to time, the senior principals or other personnel of Alpine Investors or its affiliates generally serve on such portfolio companies’ respective boards of directors or otherwise act to influence control over management of portfolio companies in which the Alpine Funds have invested.

Alpine Investors provides investment advisory services to each Alpine Fund pursuant to a separate investment advisory agreement (each, an “Investment Advisory Agreement”). The terms of the advisory services to be provided by Alpine Investors to an Alpine Fund, including any specific investment guidelines or restrictions, are set forth in each of the Alpine Fund’s Investment Advisory Agreements and/or the partnership agreement of each Alpine Fund, and in the applicable private placement memorandum of each Alpine Fund (each such document a “Governing Document”). Investors in the Alpine Funds participate in the overall investment program for the applicable Fund, but in certain circumstances are excused from a particular investment due to legal, regulatory or other agreed-upon circumstances pursuant to the relevant Governing Documents. Such arrangements generally do not and will not create an adviser-client relationship between Alpine Investors and any investor. Alpine Investors, including its related entities, also have entered into side letter agreements with certain investors in the Alpine Funds, establishing rights under, or supplementing or altering the terms (including economic or other terms) of, the applicable limited partnership agreements relating to such Alpine Funds with respect to such investors. Once invested in an Alpine Fund, investors generally cannot impose additional investment guidelines or restrictions on such Alpine Fund.

Additionally, from time to time and as permitted by the relevant Governing Documents of each Fund, Alpine Investors expects to provide (or agree to provide) co-investment opportunities (including the opportunity to participate in co-invest vehicles) to certain investors or other persons, including other sponsors, market participants, finders, consultants and other service providers, Alpine Investors' personnel, members of the Service Programs (as defined below) and/or certain other persons associated with Alpine Investors and/or its affiliates. Such co-investments typically involve investment and disposal of interests in the applicable portfolio company at the same time and on the same terms as the Fund making the investment. However, from time to time, for strategic and other reasons, a co-investor or co-invest vehicle (including a co-investing Fund) purchases a portion of an investment from one or more Funds after such Funds have consummated their investment in the portfolio company (also known as a post-closing sell-down or transfer), which generally will have been funded through Fund investor capital contributions and/or use of a Fund credit facility.

Two Funds, Alpine Investors IV, L.P. ("Fund IV") and Alpine Investors V, L.P. ("Fund V"), have subsidiary funds, Alpine Investors IV Subsidiary, L.P. ("Fund IV SUB") and Alpine Investors V SBIC, L.P. ("Fund V SBIC"), that are licensed as small business investment companies by the Small Business Administration ("SBA"). The subsidiary funds make investments funded by equity capital from Fund IV and Fund V and leverage from the SBA. Alpine Investors formed Alpine Management Services IV, LLC ("AMS IV") to act as the investment adviser of Fund IV SUB and Fund V SBIC. Alpine General Partner IV SBIC, LLC and Alpine General Partner V SBIC, LLC were formed as the general partners for Fund IV SUB and Fund V SBIC, respectively. The above referenced management companies and general partners are owned by Mr. Weaver and other principals of Alpine Investors and these entities are exempt from registration as investment advisers because they solely advise SBIC funds.

As of December 31, 2019, Alpine Investors had a total of \$2,985,235,728 of client assets under management, all of which is managed on a discretionary basis. This amount includes capital commitments of the Limited Partners and general partners of the Alpine Funds.

Item 5 Fees and Compensation

Management Fees

In general, Alpine Investors charges annual management fees for investment advisory services (generally referred to herein as "management fees"). The fees are generally either calculated on a percentage of capital invested, committed capital, or unreturned capital, depending on the stage of the Fund, and range from 1.50% to 2.00% of that capital (except in the case of Fund IV and Fund V which invest a portion of their investor capital through SBICs). In the case of Fund IV and Fund IV SUB, the fees are calculated on the cost of investments (including both private capital and SBA leverage invested) and range from 1.50% to 2.00% of that cost. In the case of Fund V and Fund V SBIC, these fees are calculated on Regulatory Capital (defined as the paid-in capital plus the unfunded commitments from investors determined to be creditworthy under standards promulgated under the SBIC Act) and two tiers of leverage thereon, and range from 1.50% to 2.00% of that base. Such fees are payable quarterly or semiannually in arrears from the Alpine Funds to Alpine Investors. The fee payment process and rates are approved at the formation of

each Alpine Fund and established by the terms of the applicable partnership agreements. The fees are non-negotiable once the limited partnership agreements are executed.

Other Fees

In addition, to the extent specified in a Fund's Governing Documents, Alpine Investors and its affiliates receive certain customary fees and other amounts such as break-up fees, financial consulting fees or advisory fees, commitment fees, success fees, monitoring and directors' fees and organization, financing, divestment and certain other similar fees described in the Funds' Governing Documents in connection with portfolio investments of the Alpine Funds as compensation for financial advisory and similar services provided to the portfolio companies. These fees are referred to collectively as "Other Fees" and exclude Service Fees (as described below).

The right of Alpine Investors and its affiliates to receive Other Fees creates a potential conflict of interest between Alpine Investors, on one hand, and the Alpine Funds and their investors, on the other hand, because Other Fees have the potential to be substantial and the Alpine Funds and their investors do not have a direct interest in Other Fees. Alpine Investors generally has the discretion over whether to charge Other Fees (and Service Fees as described below) and, if so, the rate, timing, method and/or amount of such compensation, as well as to charge such amounts at varying levels in a portfolio company's holding or operating structure. In most circumstances, such compensation is not reviewed or approved by an independent third party. Other Fees offset or reduce management fees only to the extent provided in the relevant Governing Documents. Alpine Investors believes that management fee offsets with respect to Other Fees (to the extent applicable) and the equity commitments made by Alpine Investors' principals may serve to mitigate this potential conflict. In addition, Alpine Investors believes this potential conflict may be further mitigated in some circumstances to the extent the ability of Alpine Investors or its affiliates to collect these kinds of fees is subject to negotiation with third parties, such as sellers, buyers, and management teams or boards of directors of, or lenders to, portfolio companies. For the avoidance of doubt, Alpine Investors also will not offset compensation received from former Alpine Investors personnel or outside sources, such as residual employee board seats at entities that are no longer Fund portfolio companies. Similarly, as further described below, it is Alpine Investor's practice to provide Service Program services to (or with respect to) the portfolio companies in which one or more Funds invest. Service Program members receive compensation and other amounts described herein from the relevant portfolio companies or Funds to which they provide services, but no such amounts will offset or reduce management fees.

Carried Interest

As described below, Alpine Investors will receive a carried interest with respect to the Alpine Funds generally equal to 20% of all realized profits subject to a compound preferred return, as more fully described in the Governing Documents. The carried interest distributed to Alpine Investors is subject to a potential giveback at the end of life of an Alpine Fund if Alpine Investors has received excess cumulative distributions.

Other Information

Alpine Investors is permitted to exempt certain “affiliated partners” or other investors in certain Funds from payment of all or a portion of management fees and/or carried interest, including Alpine Investors, its general partner entities and any other person designated by Alpine Investors, such as “friends and family” of Alpine Investors or its personnel, or other investors meeting certain qualification requirements based on commitment size or other strategic or relationship factors. For example, in instances where an Alpine Investors professional (or an affiliated entity thereof) invests in one of such Funds, such professional (or such affiliated entity) generally will be exempt from payment of the management fee and carried interest with respect to such Fund. Additionally, to the extent permitted by the relevant Governing Documents, certain general partners have the right to permit investors, affiliated with Alpine Investors or otherwise, to invest through the relevant general partner or other vehicles that do not bear management fees or carried interest. Subject to the relevant Governing Documents, the management fee offsets described above apply only with respect to the capital commitments of fee-paying investors. Alpine Investors retains flexibility to structure its compensation from investors and expects in certain circumstances to agree to invoice an investor directly for management fees or other compensation, rather than deducting such amounts from the investor’s capital account(s).

The Funds generally invest on a long-term basis. Accordingly, investment advisory and other fees are expected to be paid, except as otherwise described in the Governing Documents, over the term of the relevant Fund, and investors generally are not permitted to withdraw or redeem interests in the Funds.

Principals or other current or former employees of Alpine Investors generally receive salaries and other compensation derived from, and in certain cases including a portion of, the management fee, carried interest or other compensation received by Alpine Investors or its affiliates.

In addition to the management fees and carried interest payable to Alpine Investors, each Alpine Fund bears certain expenses. For each Alpine Fund, expense reimbursements may be payable to Alpine Investors or its affiliates. As set forth more fully in the applicable Governing Documents of each Alpine Fund, each Alpine Fund generally absorbs all of the fees, costs, expenses, liabilities and obligations relating to such Alpine Fund’s (and its subsidiaries’ and intermediate entities’) activities, operations and meetings including, but not limited to (i) activities with respect to the structuring, organizing, negotiating, consummating, financing, refinancing, acquiring, bidding on, owning, managing, monitoring, operating, holding, hedging, restructuring, trading, taking public or private, selling, valuing, winding up, liquidating, or otherwise disposing of, as applicable, a Fund’s portfolio companies and its actual and potential investments (including follow-on investments) or seeking to do any of the foregoing (including any associated legal, financing, commitment, transaction or other fees and expenses payable to attorneys, accountants, investment bankers, lenders, third-party diligence software and service providers, consultants and similar professionals in connection therewith and any fees and expenses related to transactions that may have been offered to co-investors), whether or not any contemplated transaction or project is consummated and whether or not such activities are successful; (ii) indebtedness of, or guarantees made by, a Fund, its general partner or any “affiliated partner” on behalf of such Fund (including any credit facility, letter of credit or similar credit support), including interest with respect thereto, or seeking to put in place any such indebtedness or guarantee; (iii) financing, commitment, origination and similar fees and expenses; (iv) broker, dealer, finder, underwriting (including both commissions and discounts), loan administration, private placement fees, sales commissions,

investment banker, finder and similar services; (v) brokerage, sale, custodial, depository, trustee, record keeping, account and similar services (including a depository appointed pursuant to the AIFMD), Swiss representative and paying agent (pursuant to the Swiss Collective Investment Schemes Act (as amended) and the implementation thereof); (vi) legal, accounting, research, auditing, administration (including fees and expenses associated with any third-party Fund administrator and administration or reporting software, if any), information, appraisal, advisory, valuation (including third-party valuations, appraisals or pricing services), consulting, consultants performing investment initiatives and other similar consultants, tax and other professional services; (vii) reverse breakup, termination and other similar fees; (viii) directors and officers liability, errors and omissions liability, crime coverage and general partnership liability premiums and other insurance and regulatory expenses; (ix) filing, title, transfer, registration and other similar fees and expenses; (x) printing, communications, marketing, publicity and public relations; (xi) the preparation, distribution or filing of Fund-related or investment-related financial statements or other reports, tax returns, tax estimates, Schedule K-1s, or any other administrative, compliance or regulatory filings or reports (including any filings, notifications, reports or other regulatory requirements contemplated by or arising under the AIFMD (other than certain expenses and costs of the initial registrations, filings and compliance which constitute “organizational expenses” under the applicable Fund’s Governing Documents) or any other fees, costs and expenses relating to the AIFMD as may be implemented in any relevant jurisdiction related to such Fund), or other information, including fees and costs of any third-party service providers and professionals related to the foregoing; (xii) developing, licensing, implementing, maintaining or upgrading any web portal, extranet tools, computer software or other administrative or reporting tools (including subscription-based services) for the benefit of a Fund or its Limited Partners; (xiii) any activities with respect to protecting the confidential or non-public nature of any information or data; (xiv) to the extent provided in a Fund’s partnership agreement, or otherwise approved by its general partner in its sole discretion, activities or proceedings of the applicable Fund’s advisory committee (or “Advisory Board” as defined below) (including any out-of-pocket costs and expenses incurred by representatives of such general partner, the advisory committee members, permitted observers and other persons in attending or otherwise participating in meetings of the advisory committee); (xv) indemnification (including any fees, costs and expenses incurred in connection with indemnifying a partner of a Fund or other person pursuant to such Fund’s partnership agreement and advancing fees, costs and expenses incurred by any such person in defense or settlement of any claim that may be subject to a right of indemnification pursuant to the partnership agreement), except as otherwise set forth in such Fund’s partnership agreement; (xvi) actual, threatened or otherwise anticipated litigation, mediation, arbitration or other dispute resolution process, including any judgment, other award or settlement entered into in connection therewith; (xvii) any Fund’s annual partner meeting or other periodic, if any, meetings of the partners and any other conference or meeting with any partner(s); (xviii) except as otherwise determined by Alpine Investors in its sole discretion, any fee, cost, expense, liability or obligation relating to any alternative investment vehicle or its activities, business, portfolio companies or actual or potential investments (to the extent not borne or reimbursed by a portfolio company of such alternative investment vehicle) that would be an expense or organizational expense of such Fund if it were incurred in connection with such Fund, and any expenses incurred in connection with the formation, management, operation, termination, winding up and dissolution of any feeder vehicles related to a Fund to the extent not paid by the investors investing in such entities; (xix) the termination, liquidation, winding up or dissolution of a Fund; (xx) defaults by a Fund’s partners in

the payment of any capital contributions; (xxi) amendments to, and waivers, consents or approvals pursuant to, the constituent documents of a Fund, its general partner and related entities and any alternative investment vehicle of a Fund, including the preparation, distribution and implementation thereof; (xxii) complying with any law or regulation related to the activities of a Fund (including regulatory expenses of its general partner incurred in connection with the operation of such Fund and legal fees and expenses); (xxiii) any litigation or governmental inquiry, investigation or proceeding involving a Fund, including the amount of any judgments, settlements or fines paid in connection therewith, except as set forth in the Fund's partnership agreement; (xxiv) compensation and other expenses paid in connection with Alpine Investors' Service Programs (as defined below and discussed in further detail in the applicable Fund's Governing Documents, as applicable), including in connection with any unconsummated investment opportunities; (xxv) unreimbursed costs and expenses incurred in connection with any transfer or proposed transfer by a Limited Partner of a Fund; (xxvi) any taxes, fees and other governmental charges levied against a Fund and all expenses incurred in connection with any tax audit, investigation settlement or review of the Fund (except to the extent that such Fund is reimbursed therefor by a partner or such tax, fee or charge is treated as having been distributed to the Fund's partners); (xxvii) distributions to a Fund's partners and other expenses associated with the acquisition, holding and disposition of such Fund's investments, including extraordinary expenses; (xxviii) compliance or regulatory matters related to a Fund, except as set forth in its partnership agreement, and any regulatory related fees, costs or expenses related to such Fund, including those arising pursuant to and for compliance with the AIFMD (other than expenses and costs of the initial notifications, filings and compliance required under AIFMD); (xxix) the costs of hosting or attending training programs, meetings or other events attended by portfolio companies and/or their personnel, and investors and other professionals to the extent not reimbursed by portfolio companies; (xxx) any travel (including the use of private aircraft, but subject to certain restrictions), lodging, meals or entertainment relating to any of the foregoing, including in connection with consummated and unconsummated investment and disposition opportunities; (xxxi) any organizational expenses of such Fund; (xxxii) any placement fees; (xxxiii) any costs and expenses associated with any "co-location arrangement," including office and overhead expenses such as office equipment and supplies, utilities, software subscriptions and other office costs; (xxxiv) all expenses and costs attributable to amendments to, and waivers, consents or approvals pursuant to, the constituent documents of a Fund, its general partner and related entities and any alternative investment vehicle of a Fund as Alpine Investors considers to be necessary or desirable to comply with the provisions of AIFMD, including the preparation, distribution and implementation thereof and; and (xxxv) any other fees, costs, expenses, liabilities or obligations approved by a Fund's Advisory Board. The Alpine Funds also bear expenses indirectly to the extent a portfolio company (or intermediate entity) pays expenses, including expenses of Alpine Investors and/or its affiliates. In certain cases, these or similar expenses (and/or Other Fees) are expected to be charged to portfolio companies, capitalized into the cost basis of a transaction or, to the extent necessary or desirable for operational, administrative, tax or other reasons, charged at the level of an intermediate holding company between the relevant Fund and the portfolio company. As is typical for private equity funds, the Alpine Funds likely bear additional and greater expenses, directly or indirectly, than many other pooled investment products, such as mutual funds, and there can be no assurance that the benefits to investors will be commensurate with such expenses. To the extent brokerage fees are incurred, they will be incurred in accordance with the general practices set forth in "Brokerage Practices."

In certain circumstances, one Alpine Fund is expected to pay an expense or obligation common to multiple Alpine Funds (including, without limitation, legal expenses for a transaction in which all such Funds participate, or other fees or expenses in connection with services the benefit of which are received by other Funds over time), and be reimbursed by the other Funds by their share of such expense or obligation, without interest. While Alpine Investors believes such circumstances to be highly unlikely, it is possible that one of the other Funds could default on its obligation to reimburse the paying Fund. In certain circumstances, Alpine Investors is expected to advance amounts related to the foregoing and receive reimbursement from the Funds to which such expenses relate.

As described more fully in the relevant Fund's Governing Documents, Alpine Investors has established corporate consulting programs to recruit, train, and develop portfolio company executives and other personnel (including the "CEO Programs" to recruit and develop executives to secure as CEOs or other senior leadership roles at portfolio companies), and programs related to corporate development, sourcing, due diligence, and other similar programs (collectively with CEO Programs, the "Service Programs"). The Service Programs comprise certain individuals and/or entities retained or employed by Alpine Investors or an affiliate thereof. Service Programs services generally are provided to the applicable Fund, any alternative investment vehicle and the portfolio companies or prospective portfolio companies of such Fund. Any compensation, including fees, incentive equity or other stock awards, and any reimbursement of travel and other costs received by Alpine Investors or any other individuals or entities that are a part of (or "members" of) the Service Programs or perform services in connection therewith, may be paid by a Fund, any alternative investment vehicle and/or a portfolio company or prospective portfolio company; provided that the cost and expense of participants in certain programs who are not ultimately retained by a portfolio company or subsidiary thereof are borne by the applicable Fund. Except as set forth in a Fund's Governing Documents, any such amounts ("Service Fees") do not offset or reduce management fees and are not otherwise covered by the management fee.

The right of Alpine Investors and its affiliates to receive Service Fees creates a conflict of interest between Alpine Investors, on one hand, and the Alpine Funds and their investors, on the other hand, because the Alpine Funds and their investors do not have an interest in the Service Fees. Alpine Investors believes that this potential conflict may be mitigated by the fact that Service Programs compensation generally is limited to a value that Alpine Investors believes is generally consistent with other relevant market alternatives; however there can be no assurance that no other service provider could provide the services at a lesser cost. For further information, please see refer to "Conflicts of Interest."

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

Alpine Investors or one of its affiliates generally is eligible to receive performance-based fees from such Alpine Fund pursuant to the terms of the applicable limited partnership agreement for the Alpine Fund. These performance-based fees are calculated based on a share (generally 20%) of the profits associated with realized investments in the portfolio of such Alpine Fund. Some Alpine Investors advisory personnel participate in performance-based fees through the general partners of the Alpine Funds. Additionally, to the extent that Alpine Funds have varying carried interest terms or Alpine Investors personnel are assigned varying percentages of carried interest from the Alpine Funds, Alpine Investors and such personnel are subject to potential conflicts of interest, to the

extent they are involved in identifying investment opportunities as appropriate for Alpine Funds from which they are entitled to receive a higher carried interest percentage. Alpine Investors believes there is not significant potential for conflicts of interest in these matters because investment opportunities are allocated to the Alpine Funds in accordance with each Alpine Fund's investment guidelines and Governing Documents.

Investment vehicles sponsored by Alpine Investors or its affiliates may effect co-investments with one or more Alpine Funds (the "Co-Investment Vehicles") and, in some cases, may allocate a portion of the Co-Investment Vehicles' investment profits to their general partners, which are affiliated with Alpine Investors, as a carried interest, as set forth in the relevant organizational documents for the Co-Investment Vehicles.

The entitlement of Alpine Investors or one of its affiliates to performance-based compensation may create an incentive for Alpine Investors to take risks in managing the Alpine Fund that it would not otherwise take in the absence of such arrangements. See "Resolution of Conflicts" in Item 11 for additional information.

Item 7 Types of Clients

Alpine Investors provides investment advisory services solely to the Alpine Funds, and references throughout this brochure to Alpine Investors' duties and practices on behalf of its clients and/or investors should be construed accordingly. See Item 4 – Advisory Business. The Alpine Funds generally include alternative investment vehicles established from time to time in order to permit one or more investors to participate in one or more particular investment opportunities in a manner desirable for tax, regulatory or other reasons. Alternative investment vehicle sponsors generally have limited discretion to invest the assets of these vehicles independent of limitations or other procedures set forth in the organizational documents of such vehicles and the related Alpine Fund.

The most recent Alpine Funds generally have a minimum investment amount of \$5 million or more for third-party investors, and Alpine Fund interests are offered and sold to accredited investors that are generally also qualified clients and qualified purchasers (or qualified knowledgeable Alpine Investors personal). Alpine Investors generally is permitted to waive such minimum investment amount.

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

Methods of Analysis, Investment Strategies – Private Equity

Alpine Investors believes long-term investment success is primarily driven by a combination of: (1) the availability of attractive investment opportunities; (2) skill in evaluating these opportunities; (3) patience and discipline to adhere to a strict investment criteria; and (4) skill in monitoring and supporting portfolio companies. Alpine Investors believes the Funds' target market, combined with Alpine Investors' sourcing approach, provides a number of attractive potential investment opportunities. Below is a description of the key elements of Alpine Investors' investment strategy:

- Follow a simple and disciplined investment strategy that seeks to generate returns largely independent of external economic factors and the prevailing debt and exit markets.

- Target control investments in companies with strong recurring or repeat revenue where Alpine Investors can install its own CEO and focus on a post-close playbook with a heavy emphasis on scaling businesses through a buy-and-build approach.
- Execute a multipronged sourcing strategy to generate both opportunistic and targeted investment opportunities at reasonable valuations.
- Provide strategic and hands-on operational support to portfolio companies to drive value creation.

Investment Strategies – Material Risks

The investment strategies that Alpine Investors pursues on behalf of the Alpine Funds involve risks to the Funds and, by extension, to the investors in the Fund. There can be no assurance that Alpine Investors will be successful in implementing the investments and investment strategies that it pursues on behalf of the Alpine Funds. If Alpine Investors is unable to implement these strategies successfully, the Alpine Funds and the investors in the Funds will not realize their objectives and are likely to sustain substantial impairment or a total loss of their investments. The risks involved with Alpine Investors investment strategy and an investment in a Fund include, but are not limited to:

Business Risks. A Fund's investment portfolio is expected to consist primarily of securities issued by privately held companies, and operating results in a specified period will be difficult to predict. Such investments involve a high degree of business and financial risk that can result in substantial losses.

Provision of Managerial Assistance. Alpine Investors typically seeks to identify portfolio companies where management is looking to transition out and typically plans to hire new chief executives and certain other executives of the portfolio companies of the Alpine Funds. The Alpine Funds typically also obtain rights to participate substantially in and to influence substantially the conduct of the management of their portfolio companies. The Alpine Funds may designate directors to serve on the boards of directors of portfolio companies. Although the goal of this strategy is to ensure that portfolio companies have successful management teams, there can be no assurance that any portfolio company's management team will be able to operate in such a manner.

Future and Past Performance. The past performance of the portfolio investments of Alpine Investors and its affiliates is not necessarily indicative of a Fund's future results. There can be no assurance that a Fund will generate investment returns commensurate with the past performance of Alpine Investors and its affiliates. Among other factors, the past performance of individual portfolio investments does not reflect the management fees, carried interest, taxes, transaction costs and other expenses to be borne by the Limited Partners, which in the aggregate are expected to be significant. Any projections, targets and forward-looking operating results will often be based on management judgments, with adjustments to such forward-looking results made by Alpine Investors investment team and/or Alpine CEO from time to time in its discretion. In all cases, any projections and/or targets are only estimates of future results that are based upon assumptions made at the time that the targets and/or projections are developed.

No Assurance of Investment Return. No Fund can provide assurance that it will be able to choose, make and realize investments in any particular company or portfolio of companies. There is no assurance that a Fund will be able to generate returns for Limited Partners or that the returns will be commensurate with the risks of investing in the type of companies and transactions described herein. There can be no assurance that expected returns for a Fund will be achieved, that a Fund will otherwise be able to carry out its investment program successfully or that an investor will receive a return of its capital. An investment in a Fund should only be considered by persons or entities who can afford a loss of their entire investment.

Investment in Junior Securities. The securities in which a Fund will invest may be among the most junior in a portfolio company's capital structure and, thus, subject to the greatest risk of loss. Generally, there will be no collateral to protect a Fund's investment once made.

Difficulty of Locating Suitable Investments. There can be no assurance that there will be a sufficient number of suitable available investment opportunities to enable Alpine Investors to invest all of any Fund's committed capital in opportunities that satisfy a Fund's investment objectives or that such investment opportunities will lead to completed investments by a Fund. The act of identifying, completing and realizing an attractive investment opportunity is highly competitive and involves a high degree of uncertainty. The Funds often will compete for the acquisition of investments with many other investors, some of whom possess competitive advantages over such Fund in bidding for investments, including greater financial, technical, marketing and other resources, different risk tolerances and assessments, varying return thresholds, lower cost of capital and access to funding sources unavailable to Alpine Investors and a Fund. Such competitors may include other private equity or buyout funds, industrial and financial buyers, as well as family offices, wealthy individuals and other institutional investors. Further, over the past several years, an ever-increasing number of private investment funds have been formed (and many existing funds have grown in size). Additional funds with similar investment objectives may be formed in the future by other unrelated parties. The availability of investment opportunities generally will be subject to market conditions as well as, in some cases, to the prevailing regulatory or political climate. Therefore, identification of attractive investment opportunities is difficult and involves a high degree of uncertainty. It is possible that a Fund will never be fully invested if enough sufficiently attractive investments are not identified. However, regardless of the extent to which Limited Partners' commitments are invested (or drawn down to be invested), Limited Partners are generally required to bear management fees through a Fund during its investment period based on the entire amount of Limited Partners' commitments and other expenses as set forth in the applicable Governing Document.

Dynamic Investment Strategy. While Alpine Investors generally seeks attractive returns for Funds primarily through making control-oriented, private equity investments as described herein, Alpine Investors may often pursue additional investment strategies and may modify or depart from its initial investment strategy, investment process and investment techniques as it determines appropriate. Alpine Investors may pursue investments outside of the industries and sectors in which Alpine Investors principals have previously made investments or have internal operational experience.

Uncertainty Regarding Investment Data and Diligence. Alpine Investors' investment analysis methods rely on the assumption that the companies in which a Fund invests, and other sources of

information about these companies and comparable companies, are providing accurate, complete and timely financial information. There is a risk that the investment analysis may be compromised by inaccurate or misleading information. Although Alpine Investors makes every effort to conduct complete due diligence prior to making an investment, the due diligence process may be subjective at times, may be undertaken on an expedited basis in order to take advantage of available investment opportunities and may require a Fund to rely on limited resources available including information provided by the target of the investment and third-party consultants, legal advisers, accountants and investment banks. As a result, the due diligence investigation may not reveal or highlight all relevant facts that may be necessary or helpful in evaluating such investment opportunity.

Concentration of Investments. Funds often participate in a limited number of investments and may seek to make several investments in one industry or one industry segment or within a short period of time. As a result, a Fund's investment portfolio could become highly concentrated, and the performance of a few holdings or of a particular industry may substantially affect its aggregate return.

Bridge Financings. Funds may provide bridge financing to facilitate portfolio company investments from time to time. It is possible that all or a portion of a bridge financing will not be recouped within the time period specified in the applicable Governing Document, in which case the investment would be treated as a permanent investment of a Fund. As a result, a Fund's portfolio could become more concentrated with respect to such investment than initially expected or otherwise provided for under a Fund's investment limitations, certain of which exclude bridge financing investments.

Risks Associated with Technology Companies. Companies operating in the technology sector are vulnerable to rapid changes in technology product cycles, rapid product obsolescence, government regulation and competition, both domestically and internationally, including competition from foreign competitors with lower production costs, scarcity of management, technical, scientific, research and marketing personnel with appropriate training and the possibility of lawsuits related to patents and other intellectual property and their associated rights. Many companies in the technology sector rely on a combination of patent, copyright, trademark and trade secret protection and non-disclosure agreements to establish and protect proprietary rights. There can be no assurance that a Fund or a portfolio company will be able to protect these rights or will have the financial resources to do so. Piracy may adversely affect portfolio company revenue and its impact on revenue from outside the U.S. may particularly be significant in countries where laws are less protective of intellectual property rights. The absence of harmonized patent laws makes it more difficult to ensure consistent protection of intellectual property rights. Reductions in the legal protections for software intellectual property rights could also adversely affect portfolio companies. In addition, technology may face dramatic and often unpredictable changes in growth rates and competition for the services of qualified personnel.

Nature of Fund Investments. Funds generally concentrate on making investments in companies that have significant risks as a result of business, financial, market or legal uncertainties. There can be no assurance that Alpine Investors will correctly evaluate the nature and magnitude of the various factors that could affect the performance of Fund investments. Funds invest principally in illiquid private companies for which pricing and valuation information is inherently unreliable. A

variety of other factors that are inherently difficult to predict, such as domestic or international economic and political developments, may significantly affect the results of a Fund's activities and the value of its investments. For these and other reasons, there can be no assurance that a Fund will be able to invest its capital on attractive terms or generate returns for its investors.

Third Party Involvement. Alpine Investors may recommend that an Alpine Fund co-invest with third parties through joint ventures or other entities, and those investments may involve risks in connection with such third-party involvement. A third-party co-venturer may have financial, legal or regulatory difficulties, negatively affecting such investment, may have economic or business interests or goals that are inconsistent with those of the fund or may be in a position to act contrary to the fund's investment objectives. In addition, the Alpine Fund may, in certain circumstances, be liable for actions of its third party co-venturers or partners. There can be no assurance that a Fund's return from a transaction would be equal to and not less than the return of another party that was allocated a co-investment opportunity and that is participating in the same transaction.

Cybersecurity Breaches and Identity Theft. Cyber-attacks and other malicious internet-based activity continue to increase in frequency and magnitude. Techniques used to sabotage, or to obtain unauthorized access to, systems or networks change frequently and generally are not recognized until launched against a target. Therefore, companies, as well as their third-party partners, may be unable to anticipate these techniques, react in a timely manner, or implement adequate preventive measures. Alpine Investors, Funds' service providers and its portfolio companies' information and technology systems may be vulnerable to actual or perceived damage or interruption from computer viruses; infiltration by unauthorized persons and security breaches; and other disruptive behavior including denial-of-service attacks. Furthermore, Alpine Investors, Funds' service providers and its portfolio companies may be vulnerable to actual or perceived usage errors by their respective professionals, network failures, computer and telecommunication failures, power outages and catastrophic events such as fires, tornadoes, floods, hurricanes and earthquakes.

Alpine Investors, Funds' portfolio companies, Funds' service providers, and other market participants increasingly depend on complex information technology and communications systems to conduct business functions. These systems are subject to a number of different threats or risks that could adversely affect a Fund and its Limited Partners, despite efforts to adopt technologies, processes, and practices intended to mitigate these risks and protect the security of their computer systems, software, networks, and other technology assets, as well as the confidentiality, integrity, and availability of information belonging to a Fund and its Limited Partners. For example, unauthorized third parties may attempt to improperly access, modify, disrupt the operations of, or prevent access to these systems of Alpine Investors, Funds' portfolio companies, Funds' service providers, counterparties, or data within these systems. Third parties may also attempt to fraudulently induce employees, customers, third-party service providers, or other users of Alpine Investors' systems to disclose sensitive information in order to gain access to Alpine Investors' data or that of Limited Partners. To the extent that a portfolio company is subject to cyber-attack or other unauthorized access is gained to a portfolio company's systems, such portfolio company may be subject to substantial losses in the form of stolen, lost, or corrupted (i) customer data or payment information; (ii) customer or portfolio company financial information; (iii) portfolio company software, contact lists, or other databases; (iv) portfolio company proprietary information or trade secrets; or (v) other items.

Although Alpine Investors has implemented, and portfolio companies will likely have implemented or may implement, certain measures to manage risks relating to these types of events, if these systems are compromised, become inoperable for extended periods of time or cease to function properly, Alpine Investors, a Fund and/or a portfolio company may incur specific time or expense to fix or replace them and to seek to remedy the effects of such issues. The failure of these systems and/or of disaster recovery plans for any reason could cause significant interruptions in Alpine Investors', a Fund's and/or a portfolio company's operations and result in a failure to maintain the security, confidentiality or privacy of sensitive data, including personal information relating to investors (and the beneficial owners of investors). Such a failure could harm Alpine Investors', a Fund's and/or a portfolio company's reputation, subject any such entity and its respective affiliates to legal claims (from an individual or a governmental body) or otherwise affect their business and financial performance. In addition, Alpine Investors', a Fund's and/or a portfolio company's insurance coverage may be insufficient to compensate any such entity and its respective affiliates for incurred liabilities.

Different Investments in Portfolio Companies. An Alpine Fund may take different positions in portfolio companies in which another Alpine Fund or other investment vehicle, permitted to be organized under the relevant governing documents, has invested. In such event, an Alpine Fund and such other Alpine Fund or investment vehicle may have conflicting interests because they are investing in different classes of securities of the same portfolio company. Where multiple Alpine Funds invest at the same, different or overlapping levels of a portfolio company's capital structure, there is a potential for conflicts of interest in determining the terms of each such investment. Questions may arise subsequently as to whether payment obligations and covenants should be enforced, modified or waived, or whether debt should be refinanced or restructured. In troubled situations, decisions including whether to enforce claims, or whether to advocate or initiate a restructuring or liquidation inside or outside of bankruptcy, and the terms of any workout or restructuring may raise conflicts of interest, particularly with respect to Alpine Funds that have invested in different securities within the same portfolio company. If additional capital is necessary as a result of financial or other difficulties, or to finance growth or other opportunities, Alpine Funds may or may not provide such additional capital, and if provided, each Alpine Fund generally will supply such additional capital in such amounts, if any, as determined by Alpine Investors in its sole discretion. Because of the different legal rights associated with debt and equity of the same portfolio company, Alpine Investors expects to face a potential conflict of interest in respect of the advice it gives to, and the actions it takes on behalf of one Alpine Fund versus another Alpine Fund (e.g., the terms of debt instruments, the enforcement of covenants, the terms of recapitalizations and the resolution of workouts or bankruptcies). If an Alpine Fund enters into any indebtedness with another Alpine Fund on a joint and several basis, Alpine Investors expects to enter into one or more agreements that provide each Alpine Fund with a right of contribution, subrogation or reimbursement. In administering, or seeking to reinforce, these agreements, Alpine Investors expects to be subject to potential conflicts of interest, for example between an Alpine Fund with a reimbursement obligation and an Alpine Fund seeking reimbursement. In certain circumstances Alpine Funds are expected to be prohibited from exercising (or Alpine Investors may deem it appropriate to refrain from exercising) voting or other rights in order to mitigate the relevant potential conflicts, notwithstanding the fact that the investment(s) of one Alpine Fund or the other may be subject to creditor claims regarding subordination of interests. Alpine Investors intends to mitigate any potential conflicts by structuring such agreement in a manner intended to cause each

Alpine Fund to bear its proportionate share of the applicable indebtedness, without undue favoritism over time.

Data Protection and Privacy. The adoption, interpretation and application of consumer protection, data protection and/or privacy laws and regulations (“Privacy Laws”) in the United States, Europe and elsewhere could significantly impact current and planned privacy and information security related practices, the collection, use, sharing, retention and safeguarding of personal data and current and planned business activities of Alpine Investors, the Alpine Funds and/or their portfolio companies, and increase compliance costs and require the dedication of additional time and resources to compliance for such entities. A failure to comply with such Privacy Laws by any such entity or their service providers could result in fines, sanctions or other penalties, which could materially and adversely affect the results of operations and overall business, as well as have a negative impact on reputation and Alpine Fund performance. As Privacy Laws are implemented, interpreted and applied, compliance costs for Alpine Investors, the Alpine Funds and/or their portfolio companies, are likely to increase, particularly in the context of ensuring that adequate data protection and data transfer mechanisms are in place.

For example, California has passed the California Consumer Privacy Act of 2018, and the EU has enacted the General Data Protection Regulation (EU 2016/679), each of which broadly impacts businesses that handle various types of personal data, potentially including private fund managers and their funds and investments. Such laws impose stringent legal and operational obligations on regulated businesses, as well as the potential for significant penalties.

Other jurisdictions, including other U.S. states, have proposed or are considering similar Privacy Laws, which if enacted could impose similarly significant costs, potential liabilities and operational and legal obligations. Such Privacy Laws and regulations are expected to vary from jurisdiction to jurisdiction, thus increasing costs, operational and legal burdens, and the potential for significant liability for regulated entities, which could include Alpine Investors, the Alpine Funds and/or their portfolio companies.

Illiquidity; Lack of Current Distributions. An investment in a Fund should be viewed as an illiquid investment. It is uncertain as to when profits, if any, will be realized. Losses on unsuccessful investments may be realized before gains on successful investments are realized. The return of capital and the realization of gains, if any, generally will occur only upon the partial or complete disposition of an investment. While an investment may be sold at any time, it is generally expected that this will not occur for a number of years after the initial investment. Before such time, there may be no current return on the investment. Furthermore, the expenses of operating a Fund (including its management fee) may exceed its income, thereby requiring that the difference be paid from a Fund’s capital, including unfunded commitments.

No Market for Limited Partnership Interests. Limited partnership interests in the Funds will not be readily marketable and are generally neither redeemable nor transferable without the prior written consent of Alpine Investors, which may be given or withheld in its sole discretion. An investment in a Fund is a long-term commitment. In general, there is a significant period of time (six or more years) before a Fund will have completed making new investments. Limited partnership interests in a Fund are not registered under the Securities Act, the securities laws of any state or the securities laws of any other jurisdiction and therefore cannot be resold unless they

are subsequently registered under the Securities Act and other applicable securities laws, or unless an exemption from registration is available. It is not contemplated that registration of the interests in any Fund will ever be effected. There will be no public market for limited partnership interests in any Fund and none is expected to develop. Each Limited Partner is generally required to represent that it is a qualified investor under applicable securities laws and that it is acquiring its Fund interest for investment purposes and not with a view to resale or distribution. Further, each Limited Partner is generally required to represent that it will only sell or transfer its limited partnership interest with prior written consent from Alpine Investors to a qualified investor under applicable securities laws and in a manner permitted by the applicable Governing Document and consistent with those laws. In general, no such assignee, purchaser or transferee may be admitted as a substitute Limited Partner without the prior written consent of Alpine Investors, which consent may be given or withheld in its discretion. Except in extremely limited circumstances, voluntary withdrawals from a Fund will not be permitted. Consequently, Limited Partners may not be able to liquidate their investments prior to the end of a Fund's term and must be prepared to bear the risks of an investment in a Fund for an extended period of time.

Leveraged Investments. The Funds expect to make use of leverage by incurring or having a portfolio company incur debt to finance a portion of its investment in a given portfolio company, including in respect of companies not rated by credit agencies. Portfolio companies may also have the ability to utilize the relevant Fund's credit facility for operations and/or add-on investments. Leverage generally magnifies both a Fund's opportunities for gain and its risk of loss from a particular investment. The cost and availability of leverage is highly dependent on the state of the broader credit markets (and such credit markets may be impacted by regulatory restrictions and guidelines), which state is difficult to accurately forecast, and at times it may be difficult to obtain or maintain the desired degree of leverage. The use of leverage by a Fund will also result in interest expense and other costs to a Fund that may not be covered by distributions made to a Fund or appreciation of its investments. The use of leverage also imposes restrictive financial and operating covenants on a company, in addition to the burden of debt service, and may impair its ability to operate its business as desired and/or finance future operations and capital needs. The leveraged capital structure of portfolio companies will increase the exposure of a Fund's investments to any deterioration in a company's condition or industry, competitive pressures, an adverse economic environment or rising interest rates and could accelerate and magnify declines in the value of a Fund's investments in the leveraged portfolio companies in a down market. In the event any portfolio company cannot generate adequate cash flow to meet its debt service, a Fund may suffer a partial or total loss of capital invested in the portfolio company, which could adversely affect the returns of a Fund. Furthermore, should the credit markets be limited or costly at the time a Fund determines that it is desirable to sell all or a part of a portfolio company, a Fund may not achieve an exit multiple or enterprise valuation consistent with its forecasts. Moreover, the companies in which a Fund will invest generally will not be rated by a credit rating agency.

A Fund may also borrow money or guaranty indebtedness (such as a guaranty of a portfolio company's debt, a letter of credit or other forms of promise to provide funding) or otherwise be liable therefor, and in such situations, it is not expected that a Fund would be compensated for providing such guarantee or exposure to such liability. As discussed below, a Fund will generally enter into subscription line borrowing and will have borrowings outstanding under that facility. The use of leverage by a Fund also will result in interest expense and other costs to a Fund that may not be covered by distributions made to a Fund or appreciation of its investments. A Fund

may incur leverage on a joint and several basis with one or more other investment funds and entities managed by Alpine Investors or any of its affiliates and may have a right of contribution, subrogation or reimbursement from or against such entities. In addition, to the extent a Fund incurs leverage (or provides such guaranties), such amounts may be secured by capital commitments made by its Limited Partners and such Limited Partners' contributions may be required to be made directly to the lenders instead of a Fund and such indebtedness may be enforceable against its Limited Partners if a Fund defaults on its obligations under the facility.

Use of Subscription Line Borrowing and Credit Facilities. Funds often utilize Subscription Line Borrowing and may use other credit facilities. A Fund's use of such borrowing will be determined by Alpine Investors, and subjects Limited Partners to certain risks and costs. For example, because amounts borrowed under a subscription line typically are secured by pledges of the relevant General Partner's right to call capital from the Limited Partners, Limited Partners may be obligated to contribute capital on an accelerated basis if the Fund fails to repay the amounts borrowed under a subscription line or experiences an event of default thereunder. Moreover, any limited partner claim against the Fund would likely be subordinate to the Fund's obligations to a subscription line's creditors. Although, the use of such credit facilities may increase a Fund's ability to invest capital in a timely manner, it also will cause a Fund to incur interest expense and other costs that will reduce net returns of a Fund. Payment of Fund expenses through capital calls rather than borrowings would not require a Fund to pay interest on such amounts. Interest may accrue on any outstanding borrowings at a rate lower than the preferred return, which will begin accruing when capital contributions to fund such investments or pay such expenses, or repay borrowings used to fund such investments or pay such expenses, are actually made to a Fund by a Limited Partner. For purposes of distributions by a Fund, Limited Partners would not receive a preferred return accrual on the amount invested by a Fund until such time as capital may be called from Limited Partners in respect of the investment. If an investment acquired with proceeds of such borrowing loses value, Limited Partners may be subject to capital calls to fund that loss as a Fund expense by repaying the credit facility, including related interest and expenses. If an investment appreciates in value and is disposed of prior to repayment of the borrowing, the disposition proceeds would be applied to repay the borrowing (and related interest and expenses), and the net proceeds would be distributed to Limited Partners without a preferred return accrual on the amount invested by a Fund (due to the absence of invested capital funded by Limited Partners) prior to the determination of carried interest distributions. Accordingly, borrowings by a Fund may support the distribution of proceeds to Limited Partners and increase the potential carried interest for Alpine Investors.

Conflicts of interest have the potential to arise in that the use of Fund-level borrowing typically delays the need for limited partners to make contributions to a Fund, which in certain circumstances enhances the relevant Fund's internal rate of return calculations and thereby may be deemed to benefit the marketing efforts of Alpine Investors. This conflict of interest may incentivize Alpine Investors to permanently fund the acquisition and ongoing capital needs of investments of a Fund and related expenses with the proceeds of such borrowings in lieu of drawing down capital contributions on an as-needed basis, and, accordingly, capital contributions to repay such borrowings may be required only at the time of the disposition of an investment (or never if principal and interest on such borrowings are repaid out of disposition proceeds). Likewise, conflicts of interest have the potential to arise to the extent that a subscription line is used to make an investment that is later sold in part to co-investors, as to the extent co-investors are not required to act as guarantors under the relevant facility or pay related costs or expenses,

co-investors nevertheless stand to receive the benefit of the use of the subscription line and neither the relevant Fund nor investors generally will be compensated for providing the relevant guarantee(s) or being subject to the related costs, expenses and/or liabilities.

A credit agreement may contain other terms that restrict the activities of a Fund and the Limited Partners or impose additional obligations on them. For example, a subscription line may impose restrictions on the relevant General Partner's ability to consent to the transfer of a Limited Partner's interest in the Fund. In addition, in order to secure a subscription line, the relevant General Partner may request certain financial information and other documentation from Limited Partners to share with lenders. The General Partner will have significant discretion in negotiating the terms of any subscription line and may agree to terms that are not the most favorable to one or more Limited Partners.

Fund-level borrowing involves a number of additional risks. For example, drawing down on a subscription line allows the General Partner to fund investments and pay Fund expenses without calling capital, potentially for extended periods of time. Calling a large amount of capital at once to repay the then current amount outstanding under a subscription line could cause short-term liquidity concerns for limited partners that would not arise had the relevant General Partner called smaller amounts of capital incrementally over time as needed by a Fund. This risk would be heightened for a limited partner with commitments to other funds that employ similar borrowing strategies or with respect to other leveraged assets in its portfolio; a single market event could trigger simultaneous capital calls, requiring the limited partner to meet the accumulated, larger capital calls at the same time. A Fund may also utilize Fund-level borrowing when the General Partner expects to repay the amount outstanding through means other than Limited Partner capital, including as a bridge for equity or debt capital with respect to an investment. If the Fund ultimately is unable to repay the borrowings through those other means, Limited Partners would end up with increased exposure to the underlying investment, which could result in greater losses.

Early-Stage Investments. A Fund may make early stage investments. These investments have inherently greater risk than more established businesses, which can result in a substantial or total loss. Many early-stage portfolio companies will operate at a loss or with substantial variations in operating performance from period to period, and many will need additional capital to support growth and development activities, expansion, or to maintain a competitive position in the market (with no guaranty such capital will be made available). Accordingly, the growth of these companies may require significant time and effort resulting in a longer investment horizon than can be expected with lower risk investment alternatives. Early-stage portfolio companies also may face heightened and targeted competition from companies with greater resources.

Personnel Investments in Search Funds. Alpine Investors personnel are permitted to make certain investments in investment vehicles through which the investors financially support an entrepreneur's efforts to locate, acquire and manage a private company whereby those investors are granted the first right to invest in the equity capitalization of such private company (such vehicles, the "Search Funds") in accordance with procedures and limitations set forth in the applicable Governing Document. Certain Search Fund companies from time to time operate in the same industry as portfolio companies of a Fund, and could compete with such Fund portfolio companies. A conflict of interest also is likely to arise if a Fund invests in a later capitalization round of any Search Fund or company identified by a Search Fund that an employee has invested

in previously. This creates an incentive for that employee to recommend any such investment to a Fund because it could benefit his or her personal investment in the Search Fund.

Restricted Nature of Investment Positions. Generally, there will be no readily available market for Fund investments, and hence, most of a Fund's investments will be difficult to value. Certain investments may be distributed in kind to a Fund's partners and it may be difficult to liquidate the securities received at a price or within a time period that is determined to be ideal by such partners. After a distribution of securities is made to a Fund's partners, many partners may decide to liquidate such securities within a short period of time, which could have an adverse impact on the price of such securities. The price at which such securities may be sold by such partners may be lower than the value of such securities determined pursuant to the applicable Governing Document, including the value used to determine the amount of carried interest available to Alpine Investors with respect to such investment.

Dependence on Key Personnel. The success of a Fund will be highly dependent on the skill, expertise and continued availability of Alpine Investors' management team. The financial interest of Alpine Investors professionals in the Funds is intended to discourage withdrawing from participation in a Fund's investment activities. However, there can be no assurance that any individual Alpine Investors professional will continue to be associated with Alpine Investors or its affiliates, as none of these persons is under any contractual obligation to remain with Alpine Investors for all or any portion of the term of a Fund. Furthermore, although these individuals will commit a significant amount of their business efforts to a Fund, these individuals are not required to devote all of their business time to a Fund's affairs. These individuals will continue to manage Alpine Investors' other Funds, and certain related entities, which may include newly formed partnerships or funds, and have other outside activities some of which may conflict with the activities of a Fund.

Reliance on Alpine Investors and Portfolio Company Management. Control over the operation of a Fund will be vested with Alpine Investors, and a Fund's future profitability will depend largely upon the business and investment acumen of Alpine Investors' principals. The loss or reduction of service of one or more of Alpine Investors' principals could have an adverse effect on a Fund's ability to realize its investment objectives. In addition, Alpine Investors' principals currently, and may in the future, manage other investment funds besides a Fund and Alpine Investors' principals may need to devote substantial amounts of their time to the investment activities of such other funds, which would pose conflicts of interest in the allocation of the time of Alpine Investors' principals. Limited Partners generally have no right or power to take part in the management of a Fund, and as a result, the investment performance of a Fund will depend on the actions of Alpine Investors. In addition, certain changes in Alpine Investors or circumstances relating to Alpine Investors may have an adverse effect on a Fund or one or more of its portfolio companies including potential acceleration of debt facilities. Although Alpine Investors will monitor the performance of each Fund investment, it will primarily be the responsibility of each portfolio company's management team to operate such portfolio company on a day-to-day basis. Alpine Investors intends to replace portfolio company founders or CEOs through its CEO Programs and implement additional changes to the management teams as Alpine Investors deems appropriate. A Fund may also designate directors to serve on the boards of directors of portfolio companies. Although the goal of this program is to ensure that portfolio companies have successful management teams, there can be no assurance that any portfolio company's management team will be able to operate

in such a manner. In addition, fees, compensation and expenses of CEO Programs generally are borne by portfolio companies and/or the Funds and do not offset or reduce the management fee.

Risks in Effecting Operating Improvements. The success of a Fund's investment strategy will depend, in part, on the ability of a Fund to restructure and effect improvements in the operations of a portfolio company. The activity of identifying and implementing operating improvements at portfolio companies entails a high degree of uncertainty. In addition, executing operational improvements may divert the attention of key personnel and disrupt normal business. There can be no assurance that a Fund will be able to successfully identify and implement such improvements.

Conflicting Investor Interests. Limited Partners may have conflicting investment, tax, and other interests with respect to their investments in a Fund, including conflicts relating to the structuring of investment acquisitions and dispositions. Conflicts may arise in connection with decisions made by Alpine Investors regarding an investment that may be more beneficial to one Limited Partner than another, especially with respect to tax matters. In structuring, acquiring and disposing of investments, Alpine Investors generally will consider the investment and tax objectives of a Fund and its partners as a whole, not the investment, tax, or other objectives of any Limited Partner individually. In addition, a Fund may make investments that have a negative impact on related investments made by Limited Partners in separate transactions including co-investments.

Enhanced Scrutiny and Certain Effects of Potential Regulatory Changes. There have been discussions regarding enhanced governmental scrutiny and/or increased regulation of the private equity industry. There can be no assurance that any such scrutiny or regulation will not have an adverse impact on a Fund's activities, including the ability of a Fund to effectively and timely address such regulations, implement operating improvements or otherwise execute its investment strategy or achieve its investment objectives. The combination of such scrutiny of private equity firms (along with other alternative asset managers) and their investments by various politicians, regulators and market commentators, and the public perception that certain alternative asset managers, including private equity firms, contributed to unfavorable economic, labor or other conditions, may complicate or prevent a Fund's efforts to structure, consummate and/or exit investments, both in general and relative to competing bidders outside of the alternative asset space. As a result, a Fund may invest in fewer transactions or incur greater expenses or delays in completing or exiting investments than it otherwise would have. In addition, potential legislation and increased scrutiny, including investigations and proceedings that can result in fines, sanctions, censures, cease-and-desist orders, the suspension or revocation of licenses and other consequences, may also impose significant administrative burdens on Alpine Investors and divert time and attention from portfolio management activities.

United Kingdom Exit from the European Union (the "EU"). On March 29, 2017, the United Kingdom formally notified the European Council of its intention to leave the EU ("Brexit"). After a number of iterations, the European Commission and the UK's negotiators reached agreement on the terms of the UK's withdrawal from the EU, and these terms have been approved by the UK and EU Parliaments. The UK formally left the EU on January 31, 2020 after which the UK entered the transition period specified in the withdrawal agreement, which is scheduled to end on December 31, 2020. During this period, it is expected that the majority of the existing EU rules will continue to apply in the UK.

The terms of UK's exit from the EU are still uncertain, including UK's access to the EU single market permitting the exchange of goods and services between the UK and the EU. The UK expects to agree a deal on a future relationship with the EU by the end of the transitional period but whether this is possible is subject to disagreement by leaders of certain EU member states.

The future application of EU-based legislation to the private fund industry in the UK will depend, among other things, on how the UK renegotiates its relationship with the EU. There can be no assurance that any renegotiated laws or regulations will not have an adverse impact on an Alpine Fund and its investments, including the ability of an Alpine Fund to achieve its investment objectives.

The legal, political and economic uncertainty generally resulting from the UK's exit from the EU may adversely affect a wide variety of businesses, especially those based in the EU and UK, and could affect Alpine Investors and portfolio companies of the Alpine Funds. This uncertainty may also result in an economic slowdown.

Economic Sanction Laws. Funds are subject to laws that restrict them from dealing with entities, individuals, organizations and/or investments which are subject to applicable sanctions regimes. Enforcement of economic sanctions laws in the U.S., EU, and other countries is increasing, and failure by Alpine Investors, a Fund or portfolio companies to comply with U.S., EU, or other relevant economic sanctions could have serious legal and reputational consequences.

Accordingly, Funds generally will require that each subscriber represent, warrant and agree, on a continuing basis, that it, its control persons and certain beneficial owners and/or affiliates, as applicable, are not: (i) the target of economic or financial sanctions imposed, administered or enforced by the US government, including the US Treasury Department's Office of Foreign Assets Control ("OFAC") and certain other government entities as applicable (a "Sanctioned Person"), (ii) no capital commitment, contribution or payment to such Fund and no distribution to the subscriber shall cause such Fund or Alpine Investors to be in violation of any applicable U.S. federal or state or non-U.S. laws or regulations, including anti-money laundering, sanctions, anti-bribery or anti-boycott laws or regulations, and (iii) all capital contributions or payments to such Fund by the subscriber will be made through an account located in a jurisdiction that does not appear on the list of boycotting countries published by the U.S. Department of Treasury pursuant to Code §999(a)(3); and the subscriber will be required to make certain additional related representations, warranties and agreements, and may be required to provide certain documentation related thereto.

National Security Investment Clearance. In some cases, investments by a Fund involving the acquisition of or investment in a U.S. business (including a U.S. subsidiary of a company domiciled outside of the U.S.) may be subject to review and approval by the Committee on Foreign Investment in the U.S. ("CFIUS"). In the event that CFIUS reviews one or more investments, there can be no assurances that Alpine Investors or the relevant general partner will be able to maintain or proceed with such portfolio investments on acceptable terms. Additionally, CFIUS may seek to impose limitations on one or more such portfolio investments that may prevent a Fund from maintaining or pursuing investment opportunities that a Fund otherwise would have maintained or pursued, or syndicating interests to foreign persons, which could adversely affect the performance of a Fund's investment in such portfolio investments and thus the performance of

Alpine Investors. Legislation to reform CFIUS (the *Foreign Investment Risk Review Modernization Act*), among other things, expanded the scope of CFIUS' jurisdiction to cover more types of transactions and empowers CFIUS to scrutinize more closely investments in U.S. "critical infrastructure" and "critical technology" companies, including investments involving foreign limited partners that may be deemed "non-passive." Certain transactions involving foreign persons and U.S. "critical technology" companies will be subject to mandatory notification requirements. Certain of the Limited Partners of a Fund are expected to be non-U.S. investors, and in the aggregate, may comprise a substantial portion of a Fund's aggregate commitments, which may increase the risks of such restrictions, limitations, and notification obligations being imposed. Moreover, other countries continue to strengthen their own national security investment clearance regimes, and Funds' investments outside of the U.S. may also face delays, limitations, or restrictions as a result of notifications made under and/or compliance with these legal regimes. Heightened scrutiny of foreign direct investment worldwide may make it more difficult for a Fund to identify suitable buyers for its investments upon exit and may constrain the universe of exit opportunities for an investment in a portfolio company.

Additional Follow-On Investments. Some portfolio companies may require additional financing to satisfy their working capital requirements or acquisition strategies. Following its initial investment in a portfolio company, a Fund may make additional debt or equity investments or exercise warrants, options or convertible securities that were acquired in the initial investment in a portfolio company whether for opportunistic reasons, to fund the needs of the business, to preserve a Fund's proportionate ownership when a subsequent financing is planned, in an effort to protect a Fund's investment when a portfolio company's performance does not meet expectations or as an equity cure under applicable debt documents, or for other reasons. There can be no assurance that a Fund will wish to make follow-on investments or that a Fund will have sufficient funds to do so or that such additional investment would not exceed a Fund's diversification limit. Any decision by a Fund not to make follow-on investments or its inability to make them may have a substantial negative impact on a portfolio company in need of such an investment or may diminish a Fund's ability to influence such portfolio company's future development or significantly dilute a Fund's ownership in such portfolio company, negatively affecting the performance of a Fund.

Hedging Arrangements; Related Regulations. Alpine Investors may (but is not obligated to) endeavor to manage a Fund's or any portfolio company's currency exposures, interest rate exposures or other exposures, using hedging techniques where available and appropriate. A Fund may incur costs related to such hedging arrangements, which may be undertaken in exchange-traded or over-the-counter ("OTC") contexts, including futures, forwards, swaps, options and other instruments. There can be no assurance that adequate hedging arrangements will be available on an economically viable basis or that such hedging arrangements will achieve the desired effect, and in some cases hedging arrangements may result in losses greater than if hedging had not been used.

In some cases, particularly in OTC contexts, hedging arrangements will subject a Fund to the risk of a counterparty's inability or refusal to perform under a hedging contract, or the potential loss of assets held by a counterparty, custodian or intermediary in connection with such hedging. OTC contracts may expose a Fund to additional liquidity risks if such contracts cannot be adequately settled

Certain hedging arrangements may create for Alpine Investors and/or one of its affiliates an obligation to register with the U.S. Commodity Futures Trading Commission (“CFTC”) or other regulator or comply with an applicable exemption. Losses also may result to the extent that the CFTC or other regulator imposes position limits or other regulatory requirements on such hedging arrangements, including under circumstances where the ability of a Fund or a portfolio company to hedge its exposures becomes limited by such requirements. See “Legal and Tax Matters – U.S. Federal Commodities Regulation.”

Defaults by Limited Partners. The consequences of defaulting on a capital call may be material and adverse to the defaulting Limited Partner. If a Limited Partner fails to contribute any portion of its commitment upon a call by Alpine Investors, such Limited Partner will be subject to a number of remedies available to Alpine Investors, which can include a reduction of its capital account, loss of the right to receive distributions and to vote, and the incurrence of liability for all costs, expenses and/or damages resulting from its failure to contribute such capital. The defaulting Limited Partner could lose its entire investment in a Fund and remain liable for amounts due in respect of its commitment (including payments of management fees), as well as for interest on such amounts at the maximum rate permitted by law.

Removal of Alpine Investors; Cancellation of Investment Period; Early Termination of a Fund. If, pursuant to and in accordance with the terms of the applicable Governing Document, Alpine Investors is removed by the Limited Partners of a Fund and a replacement general partner is appointed, Alpine Investors will cease to be involved in the management or control of the business of such Fund. Therefore, there can be no certainty regarding a Fund's ability to consummate investment opportunities thereafter. Similar risks exist if the Fund's investment period is cancelled earlier than anticipated pursuant to the terms of the applicable Governing Document. Moreover, it is possible that a Fund may be dissolved and terminated prematurely, and as a result, may not be able to accomplish its objectives and may be required to dispose of its investments at a disadvantageous time or make an in-kind distribution (resulting in Limited Partners not having their capital invested and/or deployed in the manner originally contemplated).

Dilution. Limited Partners admitted or that increase their respective commitments to a Fund at subsequent closings generally will participate in then-existing investments of a Fund, thereby diluting the interest of existing Limited Partners in such investments. Although any such new Limited Partner will generally be required to contribute its pro rata share of previously made capital contributions, there can be no assurance that this contribution will reflect the fair value of a Fund's existing investments at the time of such contributions.

Recycling; Reinvestment. During a Fund's investment period, Alpine Investors generally has the right to recall certain capital returned or distributed to the partners to make new investments. Accordingly, during the term of a Fund, a partner may be required to make capital contributions in excess of its commitment (with certain limitations), and a partner will remain subject to investment and other risks associated with such investments.

Disclosure of Information. Certain Limited Partners will be subject to state public records or similar freedom of information laws, which may compel public disclosure of confidential information regarding a Fund, its investments and its Limited Partners. There can be no assurance that such information will not be disclosed either publicly or to regulators, law enforcement

agencies or otherwise, including for purposes of complying with regulations or policies to which a Fund, Alpine Investors, their affiliates, portfolio companies or service providers to any of them may be or become subject.

Limited Access to Information. Limited Partners' rights to information regarding a Fund will be specified, and strictly limited, in the applicable Governing Document. In particular, it is anticipated that Alpine Investors will obtain certain types of material information from investments that will not be disclosed to Limited Partners because such disclosure is prohibited for contractual, legal or similar obligations outside of Alpine Investors' control. Decisions by Alpine Investors to withhold information may have adverse consequences for Limited Partners in a variety of circumstances. For example, a Limited Partner that seeks to transfer its limited partnership interest may have difficulty in determining an appropriate price for such interest. Decisions to withhold information also may make it difficult for Limited Partners to monitor Alpine Investors and a Fund's performance. Additionally, it is expected that Limited Partners who designate representatives to participate on the advisory committee or similar body of a Fund (each an "Advisory Board") may, by virtue of such participation, have more information about a Fund and portfolio investments in certain circumstances than other Limited Partners generally and may be disseminated information in advance of communication to other Limited Partners generally. Limited partners generally will bear the expenses of responding to disclosure requests, including in connection with state public records, similar freedom of information and other laws, whether or not the relevant Fund succeeds in asserting confidentiality for requested documents and other materials, and Alpine Investors reserves the right to withhold certain information from investors subject to such laws for reasons relating to Alpine Investors' public reputation, business strategy or other reasons.

General Partner's Carried Interest. The fact that Alpine Investors' carried interest is based on a percentage of net profits may create an incentive for Alpine Investors to cause a Fund to make riskier or more speculative investments or to hold an investment longer than otherwise would be the case. U.S. federal income tax law treats certain allocations of capital gains to service providers by partnerships such as a Fund as short-term capital gain (taxed at higher ordinary income rates) unless the partnership has held the asset which generated such gain for more than three years. This could reduce the after-tax returns of individuals associated with a Fund or Alpine Investors who were or may in the future be granted direct or indirect interests in carried interest, which could make it more difficult for Alpine Investors and its affiliates to incentivize, attract and retain individuals to perform services for a Fund. This could also create an incentive for Alpine Investors to cause a Fund to hold investments for a longer period than would be the case if such three-year holding period requirement did not exist.

Transfer by General Partner. To the extent Alpine Investors, its partners, principals, and/or their respective affiliates commit to make a direct or indirect investment in or along-side a Fund, a participation in or a portion of such investment may thereafter be transferred to others, subject to any express limitations thereon in the applicable Governing Document.

Public Company Holdings. A Fund's investment portfolio may contain securities and debt issued by publicly held companies. Such investments may subject a Fund to risks that differ in type or degree from those involved with investments in privately held companies. Such risks include greater volatility in the valuation of such companies, increased obligations to disclose information

regarding such companies, limitations on the ability of a Fund to dispose of such securities and debt at certain times, increased likelihood of shareholder litigation and insider trading allegations against such companies' executives and board members, including Alpine Investors' principals, and increased costs associated with each of the aforementioned risks.

Lack of Sufficient Investment Opportunities. It is possible that an Alpine Fund will never be fully invested if enough sufficiently attractive investments are not identified. The business of identifying, structuring and completing private equity transactions is highly competitive and involves a high degree of uncertainty. However, regardless of the extent to which the Commitments of the Limited Partners are invested (or drawn down to be invested), the Limited Partners will be required to bear management fees through such Alpine Fund during the commitment period based on the entire amount of the Limited Partners' Commitments to such Alpine Fund and other expenses as set forth in the Governing Documents.

Distressed Investments. A Fund may invest in the securities and obligations, including debt obligations that are in covenant or payment default, of companies experiencing significant financial difficulties and material operating issues, including companies that may have been, are or will become involved in bankruptcy proceedings or other restructuring, recapitalization or liquidation processes. A Fund's investments in such companies involve a substantial degree of risk that is generally higher than the risk involved in investing in companies that are not in financial or operational distress. Such investments could, in certain circumstances, subject a Fund to certain additional potential liabilities that may exceed the value of the original investments. For example, under certain circumstances, a lender who has inappropriately exercised control over the management and policies of a debtor may have its claims subordinated or disallowed or may be found liable for damages suffered by parties as a result of such actions. In addition, under certain circumstances, payments to a Fund and distribution by a Fund to the Limited Partners may be reclaimed if any such payment or distribution is later determined to have been a fraudulent conveyance, preferential payment or similar transaction under applicable bankruptcy and insolvency laws. Furthermore, investments in restructurings may be adversely affected by local statutes relating to, among other things, fraudulent conveyances, voidable preferences, lender liability and the bankruptcy court's discretionary power to disallow, subordinate or disenfranchise particular claims. Given the heightened difficulty of the financial analysis required to evaluate distressed companies, there can be no assurance that Alpine Investors will correctly evaluate the value of the assets of a distressed company securing its debt and other obligations or correctly project the prospects for the successful restructuring, recapitalization or liquidation of such company. Therefore, in the event that a portfolio company does become involved in bankruptcy proceedings or a restructuring, recapitalization or liquidation is required, a Fund may lose some or all of its investment or may be required to accept illiquid securities with rights that are materially different than the original securities in which a Fund invested.

Control Position Risk. Although non-control investments may also be made, a Fund intends to make investments that allow a Fund to acquire control or exercise influence over management and the strategic direction of a portfolio company. The designation of directors and other measures of control over a company imposes additional risks of claims by a portfolio company, its security holders or creditors or other parties, and/or liability for environmental damage, product defects, failure to supervise management, violation of governmental regulations and other types of liability. The exercise of control over an investment could expose the assets of a Fund to claims by such

portfolio company, its shareholders and its creditors. If these liabilities were to occur, a Fund could suffer losses in its investments and be required to indemnify out of a Fund's assets persons associated with a Fund for losses and damages that they incur. While Alpine Investors intends to manage a Fund in a manner that will minimize the exposure of these risks, the possibility of successful claims cannot be eliminated.

Non-controlling Investments. A Fund may hold meaningful minority stakes in privately held companies and in some cases may have limited minority protection rights. In addition, during the process of exiting investments, a Fund at times may hold minority equity stakes of any size such as might occur if portfolio companies are taken public. As is the case with minority holdings in general, such minority stakes that a Fund may hold will have neither the control characteristics of majority stakes nor the valuation premiums accorded majority or controlling stakes. Where a Fund holds a minority stake, it may be more difficult for a Fund to liquidate its interests than it would be had a Fund owned a controlling interest in such company. Even if a Fund has contractual rights to seek liquidity of a Fund's minority interests in such companies, it may be very difficult to sell such interests or seek a sale of such company upon terms acceptable to a Fund, especially in cases where the interests of the other investors in such company have different business and investment objectives and goals.

Director Liability. Alpine Investors generally replaces portfolio company founders or CEOs and implements additional changes to the management teams as appropriate. A Fund may also designate directors to serve on the boards of directors (or similar governing body) of the companies in which it invests. Serving on the board of directors (or similar governing body) of a portfolio company exposes a Fund's representatives, and ultimately a Fund, to potential liability. Not all portfolio companies may obtain insurance with respect to such liability, and the insurance that portfolio companies do obtain may be insufficient to adequately protect officers and directors from such liability. In addition, involvement in litigation can be time consuming for such persons and can divert the attention of such persons from a Fund's investment activities.

Limitation of Recourse and Indemnification. Governing Documents generally will limit the circumstances under which Alpine Investors and its affiliates will be held liable to a Fund. As a result, Limited Partners may have a more limited right of action in certain cases than they would have in the absence of such provision. In addition, a Fund will generally be required to indemnify and hold harmless Alpine Investors, the relevant general partner, their respective owners, members, managers, shareholders, partners, directors, officers, employees, agents, advisors, assigns, representatives and affiliates, and all of their respective successors, heirs and assigns and the Advisory Board members (and the Limited Partners that designated such members), for certain claims, losses, liabilities, damages, costs or expenses (including attorney fees, judgments and expenses in connection therewith and amounts paid in defense and settlement thereof) related to their activities on behalf of a Fund and/or the affairs of a Fund and otherwise as provided in the applicable Governing Document. Such liabilities may be material and have an adverse effect on the returns to Limited Partners. For example, in their capacity as directors of portfolio companies, the personnel or affiliates of Alpine Investors may be subject to fraudulent transfer, derivative or other similar claims brought by shareholders or creditors of such companies. The indemnification obligation of a Fund would be payable from the assets of a Fund, including the unfunded commitments of its Limited Partners. If the assets of a Fund are insufficient to pay any such indemnification obligations, Alpine Investors may recall distributions previously made to such

Fund's Limited Partners to pay such obligations (subject to certain limitations set forth in the applicable Governing Document). Such liabilities of a Fund may not be resolved prior to the date that a Fund will be terminated, either by expiration of a Fund's term or otherwise, and in such case Alpine Investors generally would delay termination of a Fund, which would cause a Fund to incur additional expenses until such termination. It should be noted that Alpine Investors may cause a Fund to purchase insurance for a Fund, Alpine Investors, the relevant general partner and their employees, agents and representatives.

Recourse to a Fund's Assets. A Fund's assets, including any investments made by a Fund and any funds held by a Fund, are available to satisfy all liabilities and other obligations of a Fund. If a Fund becomes subject to a liability, parties seeking to have that liability satisfied may have recourse to a Fund's assets generally and not be limited to a specific asset. Accordingly, a Limited Partner could find its interest in a Fund's assets adversely affected by a liability arising out of a single investment even if the Limited Partner did not participate in such investment because, for example, such Limited Partner was excused from such investment.

Litigation. In the ordinary course of business, a Fund may be subject to litigation from time to time. The outcome of such proceedings may materially adversely affect the value of a Fund and may continue without resolution for long periods of time. Any litigation may consume substantial amounts of Alpine Investors' and its principals' time and attention, and that time and the devotion of these resources to litigation may, at times, be disproportionate to the amounts at stake in the litigation.

Advisory Board. Alpine Investors generally appoints one or more Limited Partners as representatives to an Advisory Board. In general, Funds' partnership agreement may provide that to the fullest extent permitted by applicable law, none of the Advisory Board members shall owe any fiduciary duties to a Fund or any other partner or be obligated to act in the interests of a Fund, any partner or the Limited Partners as a group. In addition, representatives of the Advisory Board may have various business and other relationships with Alpine Investors and its partners, employees and affiliates. These relationships may influence their decisions as members of the Advisory Board.

In addition, any Limited Partners that are "anchor" investors, or other significant investors individually, or together with one or more of a small group of other investors, may control the vote of the Advisory Board. As a result, any matters with respect to a Fund that require, or which may be submitted to, such a vote of the Advisory Board may be directed or controlled by such Limited Partners or a relatively small group of Limited Partners. Advisory Board determinations may continue to be controlled or influenced by such Limited Partners or a relatively small group of Limited Partners throughout the life of a Fund. If those Limited Partners are invested in several different types of investments, they may have a higher risk-tolerance because their investment in a Fund is only one component of a diversified investment strategy. Further, as mentioned above, the applicable Governing Document may provide that to the fullest extent permitted by applicable law, such Limited Partners are not obligated to act in the interests of any other Limited Partner's interest. In such circumstances, such Limited Partners generally act in their own interest.

Changes in U.S. Tax Laws. Existing tax laws, as well as possible future U.S. tax legislation and administrative guidance, could materially affect the tax consequences of an investor's investment

in a Fund and the tax treatment of a Fund's investments. While some tax changes may be beneficial, others could negatively affect the after-tax returns of a Fund and the investors. Accordingly, no assurance can be given that the currently anticipated tax treatment of an investment in a Fund, or of investments made by a Fund, will not be modified by legislative, judicial, or administrative changes, possibly with retroactive effect, to the detriment of the investors.

Certain tax legislation modifies the taxation of investments in flow-through entities conducting an operating business, imposes new limitations on various types of deductions (particularly for U.S. individual taxpayers), limits the deductibility of interest expense for investors in flow-through entities, and imposes new limits on the use by tax-exempt investors of losses from unrelated business activities. The legislation also makes significant changes to the U.S. taxation of corporations. The full implications of the recent legislation for investors and portfolio companies are not yet clear. Accordingly, there can be no assurance that the recent legislation or subsequent legislation, regulations and interpretations thereof will not have an adverse effect on the Funds' investment performance or any investor's after-tax returns.

Uncertain Economic, Social and Political Environment. Consumer, corporate and financial confidence may be adversely affected by current or future tensions around the world, fear of terrorist activity and/or military conflicts, localized or global financial crises, virus, disease or similar public health emergencies or other sources of political, social or economic unrest. Such erosion of confidence may lead to or extend a localized or global economic downturn. A climate of uncertainty may reduce the availability of potential investment opportunities, and increases the difficulty of modeling market conditions, potentially reducing the accuracy of financial projections. In addition, limited availability of credit for consumers, homeowners and businesses, including credit used to acquire businesses, in an uncertain environment or economic downturn may have an adverse effect on the economy generally and on the ability of a Fund and its portfolio companies to execute their respective strategies and to receive an attractive multiple of earnings on the disposition of businesses. This may slow the rate of future investments by a Fund and result in longer holding periods for investments. Furthermore, such uncertainty or general economic downturn may have an adverse effect upon a Fund's portfolio companies.

Market Conditions. The capital markets have experienced great volatility and financial turmoil. Moreover, governmental measures undertaken in response to such turmoil (whether regulatory or financial in nature) may have a negative effect on market conditions. General fluctuations in the market prices of securities and economic conditions generally may reduce the availability of attractive investment opportunities for a Fund and may affect a Fund's ability to make investments. Instability in the securities markets and economic conditions generally (including a slow-down in economic growth and/or changes in interest rates or foreign exchange rates) may also increase the risks inherent in a Fund's investments and could have a negative impact on the performance and/or valuation of the portfolio companies. A Fund's performance can be affected by deterioration in the capital markets and by market events, such as the onset of the credit crisis in the summer of 2007 or the downgrading of the credit rating of the U.S. in 2011, which, among other things, can impact the public market comparable earnings multiples used to value privately held portfolio companies and investors' risk-free rate of return. Movements in foreign exchange rates may adversely affect the value of investments in portfolio companies and a Fund's performance. Volatility and illiquidity in the financial sector may have an adverse effect on the ability of a Fund

to sell and/or partially dispose of its portfolio company investments. Such adverse effects may include the requirement of a Fund to pay break-up, termination or other fees and expenses in the event a Fund is not able to close a transaction (whether due to the lenders' unwillingness to provide previously committed financing or otherwise) and/or the inability of a Fund to dispose of investments at prices that Alpine Investors believes reflect the fair value of such investments. The impact of market and other economic events may also affect a Fund's ability to raise funding to support its investment objective.

Coronavirus and Other Public Health Emergencies. As of March 2020, there is an outbreak of a novel and highly contagious form of coronavirus ("COVID-19"), which the World Health Organization has declared a "Pandemic." The outbreak of COVID-19 has resulted in numerous deaths, adversely impacted global commercial activity and contributed to significant volatility in certain markets, including equity, debt and commodities markets. The global impact of the outbreak is rapidly evolving, and many countries, states and local governments have reacted by instituting quarantines, prohibitions on travel, the closure of offices, businesses, schools, retail stores and other public venues. Businesses are also implementing similar voluntary and precautionary measures. Such measures, as well as the general uncertainty surrounding the dangers and impact of COVID-19, are creating significant disruption in supply chains and economic activity and are having a particularly adverse impact on transportation, commodities, hospitality, tourism, entertainment and other industries. As COVID-19 continues to spread, the impacts, including a global, regional or other economic recession, as well as the scale of such impacts, are increasingly uncertain and difficult to assess.

Any public health emergency, including any outbreak of COVID-19, SARS, H1N1/09 flu, avian flu, other coronavirus, Ebola or other existing or new epidemic diseases, or the threat thereof, is likely to adversely impact the value of Alpine Fund investments and performance of the Alpine Funds, the Alpine Funds' ability to source, manage and divest investments at the most recent valuations and the Alpine Funds' ability to achieve their investment objectives.

The extent of the impact of any public health emergency, including COVID-19 and/or any existing or new infectious disease, on the Alpine Funds and their investments' operational and financial performance will depend on many factors, including the duration and scope of such public health emergency, the extent of any related travel advisories and restrictions implemented (including any government-imposed quarantine measures and any voluntary and precautionary restrictions on travel or meetings), the impact of such public health emergency on overall supply and demand, goods and services, liquidity, credit markets, consumer confidence and levels of economic activity and the extent of its disruption to important global, regional and local supply chains and economic markets, all of which are highly uncertain and cannot be predicted. In addition, the operations of the Alpine Funds, their investments and Alpine Investors may be significantly impacted, or even temporarily or permanently halted, as a result of actual or potential government-imposed quarantine measures, mandatory, voluntary or precautionary restrictions on travel or meetings, and other factors related to a public health emergency, including the potential adverse impact on the finances, freedom of movement or health of any such entity's personnel and/or customers. Any of the foregoing events has the potential result in significant losses to the Alpine Funds.

Material Non-Public Information. As a result of the operations of Alpine Investors and its affiliates, as well as in connection with officerships or directorships of Alpine Investors personnel,

Alpine Investors frequently comes into possession of confidential or material, non-public information. Therefore, Alpine Investors may have access to material, non-public information that may be relevant to an investment decision to be made by a Fund. Consequently, a Fund may be restricted from initiating a transaction or selling an investment which, if such information had not been known to it, may have been undertaken on account of applicable securities laws or Alpine Investors' internal policies. Due to these restrictions, a Fund may not be able to make an investment that it otherwise might have made or sell an investment that it otherwise might have sold.

Contingent Liabilities Upon Disposition. In connection with the disposition of an investment, the Funds and Alpine Investors may be required to make (and/or be responsible for another person's or entity's breach of) representations and warranties, e.g., about the business and financial affairs of the applicable portfolio company, the condition of its assets and the extent of its liabilities, in each case generally in the nature of representations and warranties typically made in connection with the sale of similar businesses, and may be responsible for the content of disclosure documents under applicable securities laws. They may also be required to indemnify the purchasers of such investment or underwriters to the extent that any such representations or disclosure documents are inaccurate. These arrangements may result in contingent liabilities, which would be borne by the Funds and, ultimately, their investors.

Assumption of Contingent Liabilities. In connection with an investment, the Funds may assume, or acquire a portfolio company subject to, contingent liabilities. These liabilities may be material and may include liabilities associated with pending litigation, regulatory investigations, environmental actions, or payment of indebtedness among other things. To the extent that these liabilities are realized or a Fund is unable to negotiate or collect on any indemnification relating thereto, they may materially adversely affect the value of a portfolio company. In addition, if a Fund has assumed or guaranteed these liabilities, the obligation would be payable from the assets of the Fund, including the unfunded commitments of Limited Partners. To the extent that the assets of such Fund are inadequate to meet such liabilities, Limited Partners may be required to return to the Fund amounts previously distributed to them to meet such liabilities.

Unfunded Pension Liabilities of Portfolio Companies. Recent court decisions have found that, where an investment fund owns 80% or more (or under certain circumstances less than 80%) of a portfolio company, such fund (and any other 80%-owned portfolio companies of such fund) might be found liable for certain pension liabilities of such a portfolio company to the extent the portfolio company is unable to satisfy such liabilities. The Funds may, from time to time, invest in a portfolio company that has unfunded pension fund liabilities, including structuring the investment in a manner where the Funds may own an 80% or greater interest in such a portfolio company. If a Fund (or other 80%-owned portfolio companies of a Fund) were deemed to be liable for such pension liabilities, this could have a material adverse effect on the operations of the Fund and the companies in which the Fund invests.

Valuation of Assets. There is not expected to be an actively traded market for most of the securities owned by the Funds. When estimating fair value, Alpine Investors will apply a methodology it determines to be appropriate based on accounting guidelines and the applicable nature, facts and circumstances of the respective investments. However, the process of valuing securities for which reliable market quotations are not available is based on inherent uncertainties and the resulting

values may differ from values that would have been determined had an active market existed for such securities and may differ from the prices at which such securities ultimately may be sold, particularly during times of market volatility. The exercise of discretion in valuation by Alpine Investors may give rise to conflicts of interest, including in connection with determining the amount and timing of distributions of carried interest, the calculation of management fees and presentation of return information.

Uncertainty of Projections and Outside Reports. Alpine Investors will generally establish the capital structure of potential portfolio companies and portfolio companies and the terms and targeted returns of such investments on the basis of financial and other projections for such investment. Estimates or projections of economic and market conditions, supply and demand dynamics and other key investment-related considerations are key factors in evaluating potential investment opportunities and implementing a Fund's investment strategy. It is possible for such estimates and projections to be significantly revised from time to time, creating significant changes in the value of any such portfolio company subject to such factors. Projected operating results will normally be based primarily on judgments made by the portfolio company, the prospective CEO or Alpine Investors investment team and/or third-party reports. In all cases, projections are inherently uncertain and are only estimates of future results that are based upon assumptions made at the time that the projections are developed. There can be no assurance that any projections, forecasts or estimates referred to herein will prove to be accurate or that projected, forecasted or estimated results will be obtained. Actual results may vary significantly from the projections, forecasts or estimates set forth herein due, in part, to the inaccuracy of certain assumptions and diligence data, the failure to satisfy certain financial requirements and the occurrence of unforeseen events. General economic, natural and other conditions, which are not predictable, can have a material adverse impact on the reliability of such projections, forecasts or estimates. Assumptions or projections about asset lives, the stability, growth or predictability of costs, demand or revenues generated by an investment or other factors associated therewith may, due to various risks and uncertainties including those described herein, differ materially from actual results. Certain portfolio companies, as well as the Funds, will from time to time rely on the reports of technical consultants when evaluating the condition of certain assets. The actual condition of the assets may be worse than anticipated, requiring additional capital or maintenance expenditures that may not be recoverable, allocable to end-users or economical from a stand-alone perspective.

Credit Risk. Credit risk refers to the likelihood that a company will default in the payment of principal or interest on a security of the company. Financial strength and solvency of a company are the primary factors influencing credit risk. In addition, lack of or inadequacy of collateral or credit enhancements for a fixed income security may affect its credit risk. Credit risk of a security may change over time, and securities that are rated by ratings agencies are often reviewed and may be subject to downgrade.

The Alpine Funds may from time to time invest in securities rated below investment grade and unrated securities that, if rated, would likely be rated below investment grade. Debt securities that are rated below investment grade are considered to be speculative and are also commonly known as "junk bonds." These securities are regarded as bonds predominately speculative with respect to the company's continuing ability to meet principal and interest payments. Because investment in lower quality securities involves greater investment risk, achievement of an Alpine Fund's investment objectives will be more dependent on Alpine Investors' analysis than would be the case

if the Alpine Fund were investing in higher quality debt securities. In addition, lower quality securities may be more susceptible to real or perceived adverse economic and individual corporate developments than would investment grade debt securities. Moreover, the secondary trading market for lower quality securities may be less liquid than the market for investment grade securities. This potential lack of liquidity may make it more difficult for Alpine Investors to accurately value certain portfolio securities.

Senior Secured Debt, Unitranche Debt and Second Lien Secured Debt. When an Alpine Fund invests in a company's senior secured term debt, unitranche debt and second lien secured debt, it will generally take a security interest in the available assets of the company, including equity interests in any subsidiaries of the company. There is a risk that the collateral securing the Alpine Fund's investments may decrease in value over time or lose its entire value, may be difficult to sell in a timely manner, may be difficult to appraise and may fluctuate in value based upon the success of the business and market conditions, including as a result of the inability of the portfolio company to raise additional capital. Also, in some circumstances, the Alpine Fund's security interest could be subordinated to claims of other creditors. In addition, any deterioration in a portfolio company's financial condition and prospects, including any inability on its part to raise additional capital, may result in the deterioration in the value of the related collateral. Consequently, the fact that debt is secured does not guarantee that the Alpine Fund will receive principal and interest payments according to the investment terms or at all, or that the Alpine Fund will be able to collect on the investment should the Alpine Fund be forced to enforce its remedies.

Risks Associated with Private Debt Securities. The private debt investments intended to be made by an Alpine Fund are below-investment grade securities. Thus, many of the risk characteristics of private debt securities purchased by an Alpine Fund will be similar to those described above. Portfolio company issuers of private debt securities purchased by an Alpine Fund may face intense competition (including competition from companies with greater resources and capabilities), changing business and economic conditions or other developments that may adversely affect their performance. The success of portfolio companies will be dependent on their management, and there can be no assurance that their performance will meet an Alpine Fund's expectations. As an Alpine Fund may hold noncontrolling interests in portfolio companies, it may have to rely solely on contractual covenants (which may not be available) to protect its positions in such portfolio companies. In addition, if the private debt securities are subordinated to senior indebtedness, the ability of an Alpine Fund to influence a company's affairs, especially during periods of financial distress or following insolvency, is likely to be substantially less than that of senior creditors. There can be no assurance that a portfolio company will generate sufficient cash necessary to service its debt obligations, and, in any such case, an Alpine Fund may suffer a partial or total loss of invested capital.

An Alpine Fund's investments in a company may be subject to early repayment features, refinancing options, pre-payment options or similar provisions that, in each case, could result in the company repaying the principal on an obligation held by an Alpine Fund earlier than expected. This may happen when there is a decline in interest rates. Early repayments of an Alpine Fund's investments may have a material adverse effect on an Alpine Fund's investment objectives and the rate of return on invested capital. In addition, depending on fluctuations of the equity markets, warrants and other equity securities purchased alongside the private debt securities may become worthless. Debt securities are also subject to other creditor risks, including (a) the possible

invalidation of an investment transaction as a “fraudulent conveyance” under relevant creditors’ rights laws, (b) so-called “lender liability” claims by the issuer of the obligations and (c) environmental liabilities that may arise with respect to collateral securing the obligations. In addition, in connection with investments in loans there exists the possibility of material misrepresentations or omissions on the part of the borrower. Such inaccuracy or incompleteness may adversely affect the valuation of the collateral underlying the loans or may adversely affect the ability of an Alpine Fund to perfect or effectuate a lien on any collateral securing the loan. An Alpine Fund cannot guarantee the accuracy and completeness of representations made by borrowers.

Lender Liability Considerations and Equitable Subordination. In recent years, a number of judicial decisions in the United States have upheld the right of borrowers to sue lending institutions on the basis of various evolving legal theories (collectively termed “lender liability”). Generally, lender liability is founded upon the premise that an institutional lender has violated a duty (whether implied or contractual) of good faith and fair dealing owed to the obligor or has assumed a degree of control over the obligor that creates a fiduciary duty owed to the obligor or its other creditors or shareholders. Because of the nature of the loans, the Alpine Funds could be subject to allegations of lender liability made against it as part of a group of lenders and may be liable for pro rata liabilities of the agent or lead lender. In addition, under common law principles that in some cases form the basis for lender liability claims, if a lending institution (i) intentionally takes an action that results in the undercapitalization of an obligor to the detriment of other creditors of such obligor, (ii) engages in other inequitable conduct to the detriment of such other creditors, (iii) engages in fraud with respect to, or makes misrepresentations to, such other creditors or (iv) uses its influence as a stockholder to dominate or control an obligor to the detriment of other creditors of such obligor, a court may elect to subordinate the claim of the offending lending institution to the claims of the disadvantaged creditor or creditors, a remedy called “equitable subordination.” Because of the nature of certain of the loans, the Alpine Funds could be subject to claims from creditors of an obligor that loans issued by such obligor should be equitably subordinated. For investments in which the Alpine Fund is part of a syndicated lending group, the Alpine Fund will not be the agent or lead lender. It is, accordingly, possible that lender liability or equitable subordination claims affecting the loans could arise from the actions of the agent or lead lender or other lenders in the lending group without direct involvement of the Alpine Funds.

Subordinated Debt. The Alpine Funds may invest in subordinated debt investments. The Alpine Fund’s subordinated debt investments will generally be subordinated to senior debt and will generally be unsecured. This may result in a heightened level of risk and volatility, which could lead to the loss of the entire investment. These investments may involve additional risks that could adversely affect investment returns. To the extent interest payments associated with such debt are deferred, such debt may be subject to greater fluctuations in valuations and could subject the Alpine Funds to non-cash income. Since the Alpine Funds will not receive any principal repayments prior to the maturity of some of the subordinated debt investments, such investments will have greater risk than amortizing loans.

Insolvency Considerations. Various laws enacted for the protection of creditors may apply to the Alpine Fund’s investments. The information in this and the following paragraph is applicable with respect to U.S. obligors. If a court in a lawsuit brought by an unpaid creditor or representative of creditors of an obligor (such as a trustee in bankruptcy) under a loan were to find that the obligor

did not receive fair consideration or reasonably equivalent value for incurring the indebtedness constituting the loan and, after giving effect to such indebtedness, the obligor (i) was insolvent, (ii) was engaged in a business for which the remaining assets of such obligor constituted unreasonably small capital or (iii) intended to incur, or believed that it would incur, debts beyond its ability to pay such debts as they mature, such court could determine to invalidate, in whole or in part, such indebtedness as a fraudulent conveyance, to subordinate such indebtedness to existing or future creditors of the obligor or to recover amounts previously paid by the obligor in satisfaction of such indebtedness. There can be no assurance as to what standard a court would apply in order to determine whether the obligor was “insolvent” after giving effect to the incurrence of the indebtedness constituting the loan or that, regardless of the method of valuation, a court would not determine that the obligor was “insolvent” upon giving effect to such incurrence. In addition, in the event of the insolvency of an obligor of a loan, payments made on such loan could be subject to avoidance as a “preference” if made within a certain period of time (which may be as long as one year) before insolvency. In general, if payments on an obligation are avoidable, whether as fraudulent conveyances or preferences, such payments can be recaptured from the initial recipient (such as the Alpine Funds).

Participation on Creditors’ Committees and Boards of Directors. Alpine Investors, on behalf of the Alpine Funds, may participate on committees formed by creditors to negotiate with the management of financially troubled companies that may or may not be in bankruptcy. Alpine Investors may also seek to negotiate directly with debtors with respect to restructuring issues. In the situation where a representative of Alpine Investors chooses to join a creditors’ committee, the representative would likely be only one of many participants, each of whom would be interested in obtaining an outcome that is in its individual best interest. There can be no assurance that the representative would be successful in obtaining results most favorable to it in such proceedings, although the representative may incur significant legal fees and other expenses in attempting to do so. As a result of participation by the representative on such committees, the representative may be deemed to have duties to other creditors represented by the committees, which might thereby expose the Alpine Funds to liability to such other creditors who disagree with the representative’s actions.

Not Registered as a Broker Dealer. The general partners of the Alpine Funds and Alpine Investors are not registered as broker-dealers under the Securities Exchange Act of 1934, as amended (the “Exchange Act”), nor are they members of the Financial Industry Regulatory Authority (the “FINRA”), and are consequently not subject to the record-keeping, specific business practice provisions, and other investor protection provisions of the Exchange Act and the rules of the FINRA.

Risks Related to the Licensure and Operation of an SBIC

Interest Rate Changes – The investment performance of any fund, including Fund V SBIC, that is licensed as a small business investment company by the SBA (each such fund an “SBIC Fund”), will depend in part on the interest rate at which an SBIC Fund can loan money to portfolio companies and the interest rate at which an SBIC Fund can borrow money under the SBIC program (described further below). If there is a period of declining interest rates prior to the end of an SBIC Fund’s commitment period, the interest rate at which an SBIC Fund is able to loan money may be decreased, which could adversely affect returns to investors. If there is a period of increasing

interest rates during the term of an SBIC Fund, the interest rate at which an SBIC Fund will be able to borrow money under the SBIC program may be increased, which also could adversely affect returns to the investors.

No Assurance that Access to SBA-Guaranteed Debentures Will Occur – There can be no assurance that the SBIC Fund will obtain access to Debenture Leverage (as defined in the SBIC Act), or of the timing to achieve such access or, if access is achieved, the interest rates and fees that would be imposed. Access to Debenture Leverage is subject to satisfaction of SBA performance requirements and compliance with applicable regulations under the SBIC Act. Furthermore, although the applicable SBIC Fund will generally be able to draw leverage on a 2:1 basis against its capital commitments, the SBIC Act limits outstanding Debenture Leverage to \$150 million per SBIC and \$350 million per group of affiliated SBICs.

Possible Limitations on Available Debenture Leverage – There can be no assurance that the Debenture SBIC program will be maintained at current levels. The SBA has committed to reserve Leverage (as defined in 13 CFR 107.50) in the form of debenture securities in an amount equal to \$105,000,000 to be issued to Fund V SBIC. Each issuance of Leverage is conditioned upon the SBIC Fund's creditworthiness and full compliance with the SBIC regulations (each as determined by the SBA). The SBA may limit the amounts that may be drawn each year under a commitment letter between an SBIC Fund and the SBIC.

Use of Debenture Leverage – The SBIC Funds will make investments in U.S. small businesses within the meaning of SBA regulations and expects to utilize Debenture Leverage. SBIC Funds will borrow money under the SBIC program in the form of Debenture Leverage for investment and other purposes. The use of Debenture Leverage by the SBIC Funds will magnify both the potential for gain on, and the potential for loss of, an investor's investment in an SBIC Fund. An SBIC Fund currently intends to target approximately 2:1 leverage when making its investments. An SBIC Fund will be required to make semi-annual interest payments on drawn Debenture Leverage, which in general have a priority over payments to investors in the Alpine Funds. The ability of an investor to realize a gain on an investment with an SBIC Fund is, to a significant degree, a function of the ability of the SBIC Funds to meet current interest payments on drawn Debenture Leverage and to pay the remaining principal at the end of the 10-year life of each debenture instrument. In addition, Debenture Leverage will magnify the volatility of the SBIC Fund's investment portfolio and involves substantial risks. The use of Debenture Leverage will increase investment returns if the leveraged portfolio investment earns a greater return than the SBIC Fund pays for the use of borrowed funds. The use of Debenture Leverage will also magnify any losses experienced by an Alpine SBIC Fund if the cost of investments, including the cost of the leverage, ultimately exceeds the realizable value of the investments. The extent to which an SBIC Fund uses Debenture Leverage may have important consequences to investors, including, but not limited to, the following: (i) greater fluctuations in the net assets of an SBIC Fund, (ii) use of cash flow for debt service, rather than for additional investments, distributions, or other purposes, (iii) to the extent that partnership revenues are required to meet principal payments, the investors in the Alpine Funds may be allocated income (and therefore tax liability) in excess of cash available by distribution, (iv) to the extent that an SBIC Fund's revenues are insufficient to service its debt obligations, investors in an Alpine Fund may be required to contribute capital to service such debt obligations and (v) in certain circumstances, an SBIC Fund may be required to prematurely harvest investments to service its debt obligations. There can also be no assurance

that an SBIC Fund will have sufficient cash flow to meet its debt service obligations. As a result, an SBIC Fund's exposure to losses may be increased due to the illiquidity of its investments generally. Covenants and financial tests governing Debenture Leverage may limit the ability of an SBIC Fund to make new investments or distribute its cash to its investors. Such covenants or financial tests will be based in part on the market value of the leveraged assets, which may fluctuate and, therefore, at any time, an SBIC Fund may not be able to satisfy requirements of covenants or financial tests.

SBA Enforcement Powers – The SBIC Act has significant ability to supervise and regulate many critical aspects of the affairs of an SBIC Fund. The SBA imposes greater restrictions on the portfolio of an SBIC than would generally be the case for an unregulated private investment fund. Certain activities and decisions require SBA approval, and there are uncertain timeframes for such approvals. In addition, the SBA has the power to penalize an SBIC in a number of ways.

Possible Changes to Regulatory Scheme – Congress may amend or supplement the SBIC Act, and the SBA may amend or supplement the SBIC regulations, in a manner that imposes additional regulatory burdens upon or otherwise adversely affects the SBIC Subsidiary.

Investments made by SBIC Subsidiaries, are subject to the regulations of Title 13 of the Small Business Investment Act, Chapter 1, Part 107, Small Business Investment Companies. The increased governmental oversight and regulations may restrict or cause deals to be modified differently than they otherwise may have been in order to meet compliance. Such scrutiny may increase Alpine Investors' exposure to potential liabilities as well as legal, compliance, and administrative costs. This regulatory oversight may impose administrative costs involved with the implementation of new policies and procedures, the filing of additional information, and time, attention, and resources from Alpine Investors' management which may divert attention from the management of portfolio companies. According to the regulations, it is expected that no less than annually, Alpine Investors' officers will have contact with governmental authorities and/or be requested to respond to inquiries or examinations.

Conflicts of Interest

Alpine Investors and its related entities engage in a broad range of advisory and non-advisory activities, including providing certain services to Funds and portfolio companies. Alpine Investors will devote such time, personnel and internal resources as are necessary to conduct the business affairs of the Funds in an appropriate manner, as required by the relevant Governing Documents, although the Funds and their respective investments will place varying levels of demand on these over time. In the ordinary course of Alpine Investors conducting its activities, the interests of a Fund likely will conflict with the interests of Alpine Investors, one or more other Funds, portfolio companies or their respective affiliates in certain circumstances. Certain of these conflicts of interest are discussed herein. As a general matter, Alpine Investors will determine all matters relating to structuring transactions and Fund operations using its reasonable judgment considering all factors it deems relevant, but in its sole discretion, subject in certain cases to the required approvals by the Advisory Boards of the participating Funds.

Alpine Investors believes that the significant investment of the its principals in the Funds through Alpine Investors, the principals' interest in the carried interest, operate to align, to some extent, its

interests with the interests of its Funds and Limited Partners, although Alpine Investors' principals have economic interests in other Funds and investments as well and receive management fees and carried interests relating to these interests. At times, Funds or their portfolio companies compete with each other. Investments will be allocated among the Funds in a manner as set forth in the applicable Governing Documents.

During the commitment period of a Fund, all appropriate investment opportunities will be pursued by Alpine Investors' principals through such Fund, subject to certain limited exceptions set forth in the Fund's Governing Documents and Alpine Investors' allocation policies. However, Alpine Investors' principals currently, and expect in the future to, manage several Funds and other investments similar to those in which the Funds will invest, and expect to direct certain relevant investment opportunities or resources to various Funds or investments. Alpine Investors personnel also invest in and/or serve, and may in the future serve, as members of boards of directors of outside companies, including those in the same industry as Fund portfolio companies. For example, Mr. Weaver serves as a member of the board of directors of a company in the same industry as a Fund portfolio company and is the largest shareholder in such company, with a substantial minority of shares. While the company and such portfolio company primarily conduct operations in different geographic regions, they have the potential to be in competition, including with respect to add-on acquisitions. To the extent a material conflict arises with respect to such personal investment, Alpine Investors intends to take measures to mitigate such conflict. Over time, certain investment opportunities suitable for a Fund or a particular portfolio company are likely also to be suitable for other Funds or portfolio companies.

From time to time Alpine Investors will be presented with an opportunity that is suitable not only for a Fund, but also for other funds and other investment vehicles operated by advisory affiliate of Alpine Investors. In determining which Funds should participate in such investment opportunities, subject to the applicable Governing Documents, Alpine Investors is subject to potential conflicts of interest among the investors in the Funds. Except as required by the relevant Governing Documents, Alpine Investors is not obligated to recommend any investment to any particular investment vehicle or portfolio company. Investments by more than one client of Alpine Investors in a portfolio company also have the potential to raise the risk of using assets of a client of Alpine Investors to support positions taken by other clients of Alpine Investors.

To determine whether a Fund will participate in the relevant investment opportunity, Alpine Investors generally assesses whether an investment opportunity is appropriate for each relevant Fund based on the terms of such Fund's Governing Documents, as well as factors including, but not limited to: each Fund's investment restrictions and objectives (including those set forth in the relevant Fund's Governing Documents, where applicable), the investment objectives, the available capital commitments, the targeted rates of return, the state of development of the prospective portfolio company and the composition of the portfolios of the various Funds. The Funds generally reserve the right to invest together with other Funds in the manner set forth in the relevant Governing Documents and Alpine Investors' allocation policy, which could in certain cases create conflicts of interests, including based on the type of security, life-stage and investment objectives of the applicable funds, the fee and expense structure of the Funds and other considerations. Alpine Investors will determine the allocation of investment opportunities among Funds in a manner that it believes is fair and equitable to its clients under the circumstances over time consistent with Alpine Investors' obligations and reserves the right to take into consideration factors such as those

set forth above. In the event that the available amount of an investment opportunity in which a Fund will invest exceeds an amount appropriate for such Fund, such excess is also permitted to be offered to one or more potential investors as set forth below.

Alpine Investors' allocation of investment opportunities among Funds often will not be proportional. Therefore, such allocations are likely to be more advantageous to a Fund relative to one or all of the other investment Funds, or vice versa. While Alpine Investors will allocate investment opportunities in a way that it believes in good faith is fair and equitable to the Funds, there can be no assurance that any Fund's actual allocation of an investment opportunity, if any, or terms on which the allocation is made, will be as favorable as they would be if the conflicts of interest to which Alpine Investors is subject did not exist.

Alpine Investors is permitted, in its sole discretion, to provide or commit to provide co-investment opportunities to one or more Limited Partners and/or other persons, in each case on terms to be determined by Alpine Investors in its sole discretion. Co-investors may, however, demand a significant level of control over the joint investment and will not have the same economic interests or objective as Funds. For example, co-investors in certain cases receive certain additional rights, including, without limitation, governance rights, veto decisions and/or other control rights, although typically such rights are given to co-investors that Alpine Investors and its affiliates believe are aligned with the Funds, and such co-investors are often Limited Partners in the Fund alongside which they are making an additional co-investment. In addition, the Limited Partners in the Funds generally will be responsible for broken deal expenses of prospective co-investments.

In certain circumstances where the amount of capital needed for a transaction exceeds the amount that a Fund can prudently commit, Alpine Investors reserves the right to offer co-investment rights to certain Limited Partners in a Fund and to other investors who are believed to have the capacity or willingness to consider an additional investment. Furthermore, decisions regarding whether and to whom to offer co-investment opportunities are permitted to be made by Alpine Investors or its related persons in consultation with other participants in the relevant transactions, such as a co-sponsor. Co-investment opportunities typically are offered to some and not to other Limited Partners. Generally, subject to the Governing Documents, employees and related persons of Alpine Investors make capital investments in or alongside a Fund only with the consent of the applicable Advisory Board or Limited Partners. Alpine Investors provides co-investment opportunities to members of the Service Programs, as well as to lenders to a Fund and strategic board members of portfolio companies. In any such circumstance, Alpine Investors would first determine the amount that the applicable Fund would be able to commit and will offer the excess to potential co-investors. Alpine Investors is not obligated to offer co-investment opportunities to all investors. In exercising its sole discretion in connection with such co-investment opportunities, Alpine Investors reserves the right to consider some or all of a wide range of factors, including factors which benefit Alpine Investors such as: whether the prospective co-investor has expressed an interest in evaluating co-investment opportunities, including the perceived degree of that interest; the expertise, knowledge and sophistication of the prospective co-investor with respect to the issuer, segment, industry, geographic region or other characteristics that are relevant to the investment; the prospective co-investor's perceived ability to approve the investment pursuant to any applicable internal approval processes (including the predictability of the prospective co-investor's investment process), and to otherwise execute the transaction, in a timely manner with respect to the timeframe in which Alpine Investors believes favorable transaction terms may be

achieved; the ability to make follow-on investments; any tax, regulatory, securities laws and/or other legal considerations with respect to the prospective co-investor (e.g., qualified purchaser or qualified institutional buyer status); confidentiality concerns that may arise in connection with providing the prospective co-investor with specific information relating to the investment opportunity; Alpine Investors' perception of whether the investment opportunity may subject the prospective co-investor to legal, regulatory, reporting, or other burdens that make it less likely that the prospective co-investor would act upon the investment opportunity if offered or would impair Alpine Investors' ability to execute the relevant transaction in the desired time or on desired terms; the size of the investment allocation available to Alpine Investors (and not being allocated to the applicable Fund), and the practicality of splitting the allocation into smaller tranches; the ability of the prospective co-investor to invest an amount of capital that is consistent with the needs of the investment, taking into account the amount of capital reasonably expected to be needed (including for potential add-on acquisitions and other potential additional investments) and the maximum number of investors that can realistically participate in the transaction; any requirements of any third-party lenders as to the identity of any investors participating as co-investors, or as to the creditworthiness of any co-investors, or as to the number of co-investors, or as to other matters with respect to the investors in the transaction; whether the prospective co-investor is considered "strategic" to the investment because it is able to offer a Fund or Alpine Investors or its affiliate certain services or benefits, including, but not limited to, the ability to help consummate the investment, the ability to aid in operating or monitoring the investment, or whether Alpine Investors believes that allocating investment opportunities to an investor or person will help establish, recognize, strengthen and/or cultivate formal or informal strategic or similar relationships that have the potential to provide longer-term benefits to any of the relevant Funds, Alpine Investors or its affiliates; whether the prospective co-investor has a history of consummating co-investment opportunities with Alpine Investors or its affiliates; whether the prospective co-investor has the financial and operational resources and other relevant wherewithal to evaluate and participate in a co-investment opportunity; the likelihood that the prospective co-investor would require governance rights (including, but not limited to, board or observer rights, access to the management team of the underlying portfolio company, or material informational rights) that would complicate or jeopardize the transaction (or, alternatively, where the investor would be willing to defer to Alpine Investors and assume a more passive role in governing the investment); whether the prospective co-investor has any interests in any competitor of the underlying investment; the expected investment holding period; the services provided by the prospective co-investor to the issuer of the investment (or otherwise provided by the prospective co-investor with respect to the investment); the size of the prospective co-investor's interest to be held in the underlying portfolio company as a result of a Fund's investment (which is likely to be based on the size of the prospective co-investor's capital commitment and/or investment in such Fund); the size of the prospective co-investor's commitment to the Fund; whether the prospective co-investor has any known investment policies and restrictions, guideline limitations or investment objectives that are relevant to the transaction, including the need for early or recurring distributions; the extent to which the prospective co-investor has previously been provided a greater amount of co-investment opportunities relative to other prospective co-investors; the prospective co-investor's current priority in any rotation-based list maintained by Alpine Investors, to the extent that Alpine Investors otherwise deems the prospective co-investor to otherwise be eligible to participate pursuant to any other applicable co-investment allocation factors; the likelihood that the prospective co-investor may invest in a future Fund and other factors that Alpine

Investors considers important in connection with the specific transaction or investment. Alpine Investors' allocation of co-investment opportunities among the persons and in the manner discussed herein often will not result in proportional allocations among such persons, and such allocations will be more or less advantageous to some such persons relative to others.

In addition, Alpine Investors and its affiliates reserve the right to receive a management fee and/or carried interest with respect to such co-investments and such fee arrangement in many cases will be different than the applicable Fund's fee arrangement. The potential for such remuneration would incentivize Alpine Investors to allocate a greater percentage of investment opportunities to co-investors than it otherwise would have. In some cases, the amount of carried interest that Alpine Investors receives will depend on Alpine Investors' provision of co-investment opportunities to certain Limited Partners, which creates a conflict of interest between Alpine Investors and other Limited Partners and/or Funds. Such fees, carried interest and any other fees earned with respect to such co-investments do not offset or reduce the Funds' management fee.

The Funds reserve the right co-invest with third parties through partnerships, joint ventures or other entities or arrangements. Such investments involve risks not present in investments where a third party is not involved, including the possibility that a third-party co-venturer or partner has (or may at any time have) economic or business interests or goals that are inconsistent with those of the Funds, or is in a position to take action contrary to the investment objectives of the Funds. In addition, the Funds may in certain circumstances be liable for actions of third-party co-venturers or partners. There can be no assurance that Funds' returns from a transaction would be equal to and not less than the return of another party that was allocated a co-investment opportunity and that participated in the same transaction. In some cases, Alpine reserves the right to form a co-investment vehicle in connection with the consummation of a transaction; such entity will generally bear expenses related to its formation and operation. In the event that a transaction in which a co-investment was planned, including a transaction for which a co-investment was believed necessary in order to consummate such transaction or would otherwise be beneficial to the transaction, ultimately is not consummated, the full amount of any fees and expenses generated in the course of evaluating any such proposed transaction generally would be borne by a Fund, and not by any potential co-investors that would have participated in such transaction. However, to the extent that such co-investors have already invested in a co-investment or other vehicle in connection with such transaction and the arrangement in that co-investment or other vehicle is to share in deal expenses, to the extent such a vehicle is offered by Alpine Investors, such vehicle is expected to bear its share of expenses.

Additionally, conflicts of interest have the potential to arise if a Fund makes an investment in a portfolio company in conjunction with an investment made by another Fund. For instance, Alpine Investors reserves the right to cause one Fund not to invest through the same investment vehicles, have the same access to credit or employ the same hedging or investment strategies as other Funds. This can be expected to result in differences in price, investment terms, leverage and associated costs between the Funds. There can be no assurance that any Fund will exit the investment at the same time or on the same terms as any other Fund(s), and there can be no assurance that a Fund's return on such an investment will be the same as the returns achieved by any other Fund(s) participating in the transactions. Alpine Investors and its affiliate may from time to time express inconsistent views of commonly held investments or market conditions more generally. In addition, subject to restrictions in the applicable Governing Documents and applicable law, Alpine

Investors reserves the right to enter into cross-transactions on behalf of the Funds, co-investors or co-investment vehicles, in which a Fund buys securities from, or sells securities to, such other persons. In some cases, a portfolio company of a Fund may be merged with or into a portfolio company owned by another Fund. Certain of such transactions raise potential conflicts, including where the assets of a Fund support positions taken by other Funds. These conflicts are heightened to the extent the relevant securities are illiquid or do not have a readily ascertainable value, and there generally can be no assurance that the price at which such transactions are entered into represent what would ultimately be the underlying investment's fair value. To the extent required by Funds' Governing Documents or otherwise in the sole discretion of Alpine Investors, Alpine Investors has the right to seek to mitigate such conflicts by seeking the opinion of an unaffiliated third party (including the use of a consultant or investment banker to opine as to the fairness of a purchase or sale price) or by obtaining the consent of the relevant Fund(s) (including, where authorized, the consent of each Fund's Advisory Board) to such transactions. Alpine Investors reserve the right not to obtain such an opinion or seek such consent and instead to determine that the willingness of a third party to make an investment on the same terms demonstrates the fairness of the relevant transaction to a Fund under then-current market conditions. Whether or not such consent is obtained or there is a fairness opinion or a third-party investor, Alpine Investors intends to conduct such transactions in a manner that Alpine Investors believes to be fair and equitable to each Fund under the circumstances, including a consideration of the potential present and future benefits with respect to each Fund. Given the nature of these conflicts, there can be no assurance that the resolution of these conflicts will be beneficial to any particular Fund, or the Funds as a whole.

Alpine Investors is faced with a variety of potential conflicts of interest when it determines allocations of various fees and expenses to Funds. Alpine Investors, in its sole discretion, will allocate fees and expenses in accordance with the applicable Governing Documents and in a manner that it believes in good faith is fair and equitable to the Funds under the circumstances over time and considering such factors as it deems relevant. The allocations of such expenses are not always proportional, and any such determinations involve inherent matters of discretion, e.g., in determining whether to allocate pro rata based on number of funds or co-investors receiving related benefits or proportionately in accordance with asset size.

The Funds generally make controlling investments in portfolio companies. As a result of these controlling interests, Alpine Investors typically has the right to appoint portfolio company board members (including current or former Alpine Investors personnel or persons serving at their request), or to influence their appointment, and to determine or influence the determination of their compensation. Additionally, from time to time, portfolio company board members approve compensation and other amounts payable to Alpine Investors and/or its affiliates in connection with services provided by Alpine Investors and its affiliates to such portfolio company, and, except to the extent such amounts are subject to the applicable Governing Documents' offset provision, are in addition to the management fee or carried interest discussed elsewhere in this document. Alpine Investors' authority to appoint or influence the appointment of portfolio company board members who are involved in approving compensation payable to Alpine Investors subjects Alpine Investors and any such portfolio company board appointees to potential conflicts of interest.

Additionally, a portfolio company typically will reimburse Alpine Investors or service providers retained at Alpine Investors' discretion for expenses (including, without limitation, travel

expenses) incurred by Alpine Investors or such service providers in connection with the performance of services for such portfolio company. This subjects Alpine Investors to conflicts of interest because the Funds generally do not have an interest or share in these reimbursements, and the amount of such reimbursements over time is expected to be substantial. Subject to the applicable Governing Documents and its internal reimbursement policies and practices, Alpine Investors determines the amount of these reimbursements for such services in its own discretion.

Alpine Investors also, from time to time, employs personnel (including members of the Service Programs (including the CEO Programs)) with pre-existing ownership interests in or who were employed by portfolio companies owned by Funds; conversely, current or former personnel or executives of Alpine Investors (including members of the Service Programs, described further below and in Item 5) are permitted to serve in significant management roles at portfolio companies or service providers recommended by Alpine Investors. Similarly, Alpine Investors and/or its personnel maintain relationships with (or invest in) financial institutions, service providers and other market participants, including managers of private funds, banks and brokers. Certain of these persons or entities will invest (or will be affiliated with an investor) in, engage in transactions with and/or provide services (including services at reduced rates) to, Alpine Investors, and/or Funds.

Alpine Investors expects to have a conflict of interest with the Funds in recommending the retention or continuation of service providers (whether third-party service providers or those affiliated with Alpine Investors, such as members of the Service Programs) to the Funds or portfolio companies. For example, such recommendation could be motivated by a belief that the service provider or its affiliate(s) will continue to invest in one or more Funds, will provide Alpine Investors information about markets and industries in which Alpine Investors operates (or is contemplating operations) or will provide other services that are beneficial to Alpine Investors, one or more Funds or their portfolio companies. Alpine Investors expects to have a conflict of interest in making such recommendations, in that Alpine Investors has an incentive to maintain goodwill between itself and the existing and prospective portfolio companies for the Funds, while the products or services recommended may not necessarily be the best available to the portfolio companies held by a Fund. Similar conflicts are expected to arise regarding investment opportunities for the Funds where such relationships exist.

Over the life of the Funds, Alpine Investors generally expects to exercise its discretion to recommend to the Funds or to portfolio companies that they contract for services, or enter into other transactions, with various service providers, and such service providers are expected to include, among others: (i) Alpine Investors (or an affiliate, including members of the Service Programs or other portfolio companies of the Funds) and at rates determined or substantively influenced by Alpine Investors; (ii) an entity with which Alpine Investors or its affiliates or current or former members of their personnel has a relationship or from which such person derive a financial or other benefit including relationships with joint venturers or co-venturers, or relationships where Alpine Investors personnel are seconded, or from which Alpine Investors receives secondees; or (iii) a Limited Partner or its affiliates. For example, Alpine Investors expects from time to time to initiate transactions between two or more portfolio companies of a Fund and/or other Funds. Alpine Investors also reserves the right to engage certain Limited Partners or their affiliates that are engaged in lending or other businesses to provide financing and/or other services in connection with Funds' investments. These arrangements subject Alpine Investors to potential conflicts of interest, because although it intends to initiate transactions and

select service providers that it believes are aligned with its operational strategies and that will enhance portfolio company performance, Alpine Investors has a potential incentive to recommend the related or other person because of its financial or business interest, including a Limited Partner's historic or potential future relationship with Alpine Investors and an investment in a Fund made or to be made by a Limited Partner. Additionally, there is a possibility that Alpine Investors, because of such incentive or for other reasons (including whether the use of such persons could establish, recognize, strengthen or cultivate relationships that have the potential to provide longer-term benefits to Alpine Investors or Funds), would favor such transaction, retention or continuation even if a better price and/or quality of service provider could be obtained from another person. Alpine Investors will not necessarily seek out the lowest cost options when incurring (or causing a Fund or its portfolio companies to incur) such expenses. Whether or not Alpine Investors has a relationship with or receives financial or other benefit from recommending a particular transaction or service provider, there can be no assurance that no other transaction would be more beneficial or that no other service provider is more qualified to provide the applicable services or could provide such services at lesser cost. Similarly, Alpine Investors reserves the right to enter into agreements with portfolio companies to provide services, or sell goods, to Alpine Investors, although, except in respect of "friends and family" discounts described below, Alpine Investors expects to pay standard rates for such services.

Current or former Alpine Investors personnel, including Service Programs members, also are expected to serve in interim or part-time roles at one or more portfolio companies sometimes, or provide services to portfolio companies as secondees or in similar capacities sometimes, while maintaining certain legacy economic arrangements, benefits, office space, support services and/or indicia of employment at Alpine Investors. Other individuals that are employed or retained by one or more portfolio companies also are co-located within Alpine Investors' offices or in other office space leased or owned by Alpine Investors or an affiliate thereof as part of Alpine Investors' co-location arrangements, including as described below. Portfolio companies compensate such individuals with respect to salary, bonus and other incentive arrangements and reimburse Alpine Investors for the cost and expense of any such co-location arrangement, including office and overhead expenses, such as office equipment and supplies, utilities, software subscriptions and other office costs, which compensation and reimbursements generally do not offset or reduce management fees. Similarly, amounts paid by a portfolio company in connection with secondee relationships (or to former Alpine Investors personnel generally) will not offset or reduce management fees. These arrangements are expected to create conflicts of interest, in that any compensation that would ordinarily be borne by Alpine Investors as overhead in respect of Alpine Investors personnel would be borne by a portfolio company when they are secondees or other portfolio company personnel. As secondee arrangements are often initiated to meet temporary portfolio company needs (potentially over several years), they are expected to change over time, and in many cases are be ended by Alpine Investors when the portfolio company is sold or when their services are no longer required (e.g., because the position can be filled on a longer-term or permanent basis), at which point the secondees may or may not return to Alpine Investors and may be retained or employed by other portfolio companies. Certain Alpine Investors personnel also serve as secondees or other personnel with respect to multiple portfolio companies and perform services that directly or indirectly benefit Alpine Investors while serving as secondees or other portfolio company personnel. In addition, Alpine Investors has an incentive to cause a portfolio company to employ Alpine Investors personnel or co-locate portfolio company employees in

Alpine Investors' offices to reduce its overhead or otherwise shift costs to Funds and/or portfolio companies.

The fact that Alpine Investors' carried interest is based on a percentage of net profits creates an incentive for Alpine Investors to cause Funds to make riskier or more speculative investments or to hold an investment longer than otherwise would be the case. In addition, because Funds have a fixed investment period after which capital from Limited Partners generally may only be drawn down in limited circumstances, and because the management fees are, at certain times during the life of the Funds, calculated based upon the invested capital of such Fund and amounts reserved for follow-on investments, the management fee structure creates an incentive for Alpine Investors to deploy capital or to reserve capital for follow-in investments when it might not otherwise have done so.

Alpine Investors reserves the right to institute programs under which portfolio companies owned by the Funds are given the option to participate in purchasing, vendor or similar arrangements with Alpine Investors, its affiliates and other portfolio companies. Program participants likely would receive discounts negotiated with various vendors and service providers on a groupwide basis. In such an instance, Alpine Investors would allocate fees and costs for such program among the Funds and their portfolio companies. Alpine Investors and its affiliates likely would participate in such program in exchange for an allocable portion of such fees and costs, and receive similar benefits and discounts as the Funds and portfolio companies participating therein. No such amounts would result in additional offsets or reductions to the management fees. Alpine Investors believes the potential for conflicts relating to such arrangements is mitigated by the anticipated cost savings to portfolio companies (which is expected to be to the benefit of the Funds) that will result if the negotiated discounts rates for goods and services are discounted relative to those widely available in the market.

From time to time Alpine Investors and its personnel and persons selected by them expect to receive the benefit of "friends and family" and similar discounts from portfolio companies owned by Funds or previously owned by Funds under which such portfolio companies make their goods and/or services available at reduced rates. Because its portfolio companies offer such discounts to customers other than Alpine Investors and such persons as part of their standard commercial practices in an effort to expand their respective customer bases, Alpine Investors believes that the potential for conflicts of interest relating to such discounts is mitigated. Alpine Investors and its personnel generally refrain from requesting or negotiating for such discounts in the ordinary course. Discounted prices or better terms offered by a portfolio company to Alpine Investors any other portfolio company or third parties have the potential to affect the returns of the portfolio company.

Alpine personnel are permitted to make certain investments in Search Funds as described above. Although Alpine Investors has procedures in place to address allocation of these opportunities in certain instances, such personnel have an incentive to pursue these opportunities for their own account rather than provide them to the Fund.

As described in Item 5, the Service Programs (including the CEO Programs), including former employees of Alpine, are established programs of Alpine Investors and comprise certain individuals and/or entities retained or employed by Alpine Investors or an affiliate thereof. The

Service Programs services generally are provided with respect to the Funds, any alternative investment vehicle or any portfolio company or prospective portfolio company of the Funds (including add-on investments).

Pursuant to the applicable Governing Documents, fees and expenses associated with the provision of services under the Service Programs (referred to above as “Service Fees”), generally will be paid and/or reimbursed by the Funds, any alternative investment vehicle and/or any portfolio company or prospective portfolio company of the Funds, and such Service Fees generally do not offset or reduce the management fee and are not otherwise covered by the management fees. Service Fees are expected to include cash fees, salaries, bonuses, guaranteed payments, incentive equity or other stock awards, profits or equity interests in a portfolio company, a share of proceeds upon sale of a portfolio company, and/or other incentive-based compensation, reimbursement of certain travel and other costs and expenses and/or other amounts, which Alpine Investors reserves the right to determine according to one or more methods, including the value of the time (including an allocation for overhead and other fixed costs) of the Service Programs members, a percentage of the value of the portfolio company, the invested capital exposed to such portfolio company, amounts charged by other providers for comparable services and/or a percentage of cash flows from such company. In connection with the acquisition of a portfolio company, Alpine Investors generally will cause the portfolio company to engage members of the Service Programs to provide the services noted above. A flat fee or retainer for such services generally will be built into the closing cost of the portfolio company, paid by the portfolio company in connection with closing or over a period of time. Upon such acquisition the portfolio company generally will reimburse Alpine Investors for any Service Fees incurred with respect to Service Programs services rendered in respect of such portfolio company prior to such acquisition. If such acquisition does not occur, the Funds will generally reimburse Alpine Investors for such Service Fees.

Portfolio companies (and any add-on investments) that participate in PeopleFirst will also reimburse Alpine Investors for the amount paid to acquire the right to use certain intellectual property (the “IP”) related to PeopleFirst. While Alpine Investors acquired the IP in an effort to improve services and reduce costs to portfolio companies that utilize PeopleFirst, which would otherwise have to license the IP from a third-party on an individual basis, there can be no assurance that any cost savings will result. Participating portfolio companies are expected to reimburse Alpine Investors for the purchase price of the IP; therefore, once such amount is fully reimbursed, portfolio companies of any successor funds that utilize PeopleFirst will receive potential benefits related to the IP without bearing the cost of its acquisition. Such reimbursement is in addition to the flat fee and expenses paid by participating portfolio companies related to services rendered by members of the PeopleFirst Program.

Service Programs members are expected to receive office space, health insurance, business cards and other employment benefits, and to make use of Alpine Investors’ resources and be offered the opportunity to invest in and/or receive a profits interest in one or more Funds. Additionally, Alpine Investors reserves the right to allow portfolio companies to provide opportunities for Service Programs members to invest in such portfolio companies and reimburse costs and expenses incurred by such members. Service Programs members generally do, and Alpine Investors reserves the right also to allow CEO Programs members to, receive remuneration from Alpine Investors and/or the Funds or affiliates and/or be entitled to other forms of compensation, including equity grants in portfolio companies, and Service Programs (including the CEO Programs) members

otherwise are permitted to have a limited partner or profits interest in Funds. Such investment opportunities, benefits, reimbursements and other compensation paid to a Service Programs, including the CEO Programs, member generally will not offset or reduce the management fees unless specifically set forth in the relevant Governing Documents.

In allocating Service Fees, Alpine Investors generally has an incentive to classify a particular service as being for a Fund, an alternative investment vehicle and/or a portfolio company or prospective portfolio company, even when such allocation directly or indirectly benefits Alpine Investors and/or its affiliates, in whole or in part. For example, if Alpine Investors determines that Service Programs services provided by a person retained or employed by Alpine Investors relate to a particular portfolio company or portfolio companies, the applicable portfolio company or companies, rather than Alpine Investors, will bear that portion of the person's compensation, including salary. The allocation of Service Fees is not always proportional, and any such determinations involve inherent matters of discretion by Alpine Investors. Additionally, members of the Service Programs including members of the Corporate Development Program, from time to time provide services to more than one portfolio company or Fund, and the allocation of costs among such entities is necessarily subjective. As noted above, Alpine Investors also generally engages Service Programs members because Alpine Investors believes that their services align with its operational strategies and that will enhance portfolio company performance; however, Alpine Investors has an incentive to recommend such persons because of its financial or business interest.

Although Alpine Investors anticipates that Service Programs members will be employed or retained by Alpine Investors and/or its affiliates, including portfolio companies, with a view to identifying portfolio companies and improving their performance, there can be no assurance that the initiatives of the Service Programs will be effective and result in increased value or otherwise increase Fund returns. Moreover, Alpine Investors and/or its affiliates only anticipate employing, engaging or retaining Service Programs members that they believe provide services that will create value, while providing them with competitive Service Fees and other benefits commensurate with their experience and perceived ability to create value. However, there can be no assurance that there is no other personnel or service provider more qualified to provide the applicable services and/or able to provide them at lesser cost.

In addition, although Service Fees received by Service Programs members generally are borne by Funds and/or portfolio companies, their services have the potential to result in direct or indirect benefits to Alpine Investors and/or portfolio companies of Funds other than the Fund bearing the applicable expense. Consequently, Alpine Investors and/or portfolio companies of other Funds have the potential to receive benefits without bearing any of the associated costs. For example, a Fund and/or portfolio company generally is expected to reimburse Alpine Investors for services provided by members of CEO Programs while they are retained by or employed by Alpine Investors either before they are deployed to a portfolio company (such as fees paid in connection with the recruitment of the CEO and other senior investment personnel in advance of the acquisition of a portfolio company), in-between portfolio company engagements and during the residency of members of the CEO Programs or otherwise, and Alpine Investors receives other benefits, such as reputational, recruiting and marketing benefits from its relationships with such persons. Conversely, a Fund, portfolio company or prospective portfolio company can also benefit

from services where certain Service Fees are borne by Alpine Investors and/or portfolio companies of other Funds.

Subject to the specific terms in Governing Documents, Alpine Investors also reserves the right to retain individual or entity consultants/independent contractors, including “operating partners” in its sole discretion to provide services on a case by case basis similar or in addition to those described above. Fees and expense reimbursements, benefits and investment opportunities earned by such consultants will be of the same nature as the Service Programs described above and generally will be paid by the Funds, any alternative investment and/or any portfolio company or prospective portfolio company and will not offset or reduce the management fee or be subject to a Fund’s Advisory Board approval.

Certain Funds will form or currently hold controlling positions in holding companies (or platform companies) (“Holding Companies”) formed to acquire and operate companies in certain sectors. Such Holding Companies are in certain cases also held collectively by more than one Fund. Alpine Investors expects in the future to form one or more further Holding Companies. Holding Companies generally recruit and are managed and operated by their own management team and other professionals, which operate, administer and manage such Holding Companies and their subsidiary businesses on a daily basis, including by sourcing acquisitions and providing technology, recruiting, human resources, finance, accounting, tax and other operational services (collectively, “Operational Resources”). Such Operational Resources are similar to, and sometimes overlap with, services Alpine Investors provides to its Funds. Holding Companies also enter into agreements with each other from time to time, whereby such Holding Companies and/or their personnel would provide Operational Resources and other services to each other. In such case, such Holding Companies would share certain professionals whose time and responsibilities, generally would be allocated between such entities. Such professionals also provide services to other platform companies or portfolio companies of a Fund and/or third parties and in certain cases operate out of Alpine Investors’ offices as part of co-location arrangements. Such professionals also receive various forms of compensation from each such Holding Company; while the specific compensation varies, this includes but is not limited to annual salaries and bonuses, equity grants, profits interests and other incentive-based compensation, as well as expense reimbursements. In such cases, the Funds would indirectly generally bear such costs, as well as other expenses, including operating, overhead and ongoing expenses of a Holding Company (including expenses incurred as part of co-location arrangements), which are generally in addition to, and do not offset or reduce any applicable management fee, and could be substantial.

Holding Companies are permitted to acquire interests in the same business and/or compete with each other or with the Funds for opportunities and their respective businesses are expected to compete. Certain Holding Companies also share sourcing professionals. Alpine Investors and a Holding Company also in certain cases refer acquisition opportunities originally sourced for such Holding Company to another Holding Company or any applicable Alpine Funds (i.e., Governing Documents generally do not require any Holding Company to be offered any acquisition opportunities). Because Alpine Investors generally controls the boards of Holding Companies, which review and approve strategic acquisitions, conflicts of interest could arise. Although Alpine Investors anticipates that its Funds and Holding Companies will benefit overall from the services and transactions described herein, there can be no assurance that any particular Holding Company will benefit from any sharing of services; moreover, a Holding Company, and thus the Fund(s)

which owns it, will at times incur expenses associated with services provided a different Holding Company in excess of benefits received from any services provided to the Holding Company providing such services by the recipient Holding Company. The allocations of expenses among Holding Companies is not always proportional, and any such determinations involve inherent matters of discretion.

The use of Holding Companies subjects Alpine Investors to other potential conflicts of interest, including that Alpine Investors has the incentive to cause such Holding Companies to hire internal professionals, engage third-party professionals and/or to move Alpine Investors professionals to the platform company instead of relying on its own professionals because Alpine Investors generally would otherwise bear the costs of certain of such professionals. Certain former Alpine Investors professionals, professionals of Fund portfolio companies and other persons with whom Alpine Investors and/or its affiliates have a relationship are expected to also be employed or engaged by Holding Companies, and in any such case the compensation will not offset or reduce the management fee. In addition to any other service agreements discussed herein, Alpine Investors generally causes Holding Companies to enter into monitoring service agreements or similar agreements with Alpine Investors and/or its affiliates to oversee the overall operations of such Holding Company, including its management team, although the fees paid under such agreements with Alpine Investors and/or its affiliates by such Holding Company generally would offset the applicable Fund(s)' management fee to the extent set forth in the applicable Governing Document. Holding Companies are also permitted to pay Alpine Investors for use of certain software and/or databases. While it is anticipated that such Holding Company would benefit from these uses, Alpine Investors has an incentive to make such software and/or databases available to such Holding Company in order to defray a portion of its own expenses incurred.

As noted above, Holding Companies (and their underlying businesses) also reserve the right to enter into agreements with other Holding Companies (and their underlying businesses) or other Fund portfolio companies, for products and/or services.

Alpine Investors, its affiliates, and equity holders, officers, principals and employees of Alpine Investors and its affiliates reserve the right to buy or sell securities or other instruments that Alpine Investors has recommended to a Fund. In addition, officers, principals and employees reserve the right to buy securities in transactions offered to but rejected by a Fund. Any such transactions are subject to any restrictions in the Fund's Governing Documents and any policies and procedures set forth in Alpine Investors' Code of Ethics. The investment policies, fee arrangements and other circumstances of these investments generally vary from those of any Fund. Employees and related persons of Alpine Investors have, and are expected to continue to have, capital investments in or alongside certain Funds, or in prospective portfolio companies, directly or indirectly, as well as in investment vehicles (including private funds) sponsored by potential competitors, and therefore expect to have additional potential conflicting interests in connection with these investments.

Since Alpine Investors is permitted to retain certain Other Fees (as described under "Fees and Compensation") in connection with Alpine Fund investments, it expects to be subject to a potential conflict of interest in connection with approving transactions and setting such compensation. Additionally, Alpine Investors, its personnel, affiliates or others designated by Alpine Investors expect from time to time to receive compensation in the form of portfolio company securities. To the extent any such securities are received, after any applicable offset provisions in the Governing

Documents are applied (typically based on the then-present value of such securities), Alpine Investors and/or such other recipients will be permitted to retain such securities as Other Fees, and in doing so will be subject to potential conflicts of interest in determining whether to sell such securities (subject to restrictions imposed by the portfolio company and/or Alpine Investors or retain such securities for a period consistent with their own financial and investment objectives, which may differ from those of the relevant Alpine Fund). In addition, because portfolio company securities typically represent newly issued incentive equity (whether in the form of common stock, warrants or options to buy common stock, or similar instruments), the receipt of compensation in the form of securities typically has the result of diluting an Alpine Fund's relative ownership of the portfolio company awarding such compensation.

Because certain expenses are paid for by a Fund and/or its portfolio companies or, if incurred by Alpine Investors, are reimbursed by a Fund and/or its portfolio companies, Alpine Investors will not necessarily seek out the lowest cost options when incurring (or causing a Fund or its portfolio companies to incur) such expenses. Although Alpine Investors generally seeks appropriate rates for services, it reserves the right to prioritize prior usage, perceived sector competence or expertise, familiarity, onboarding speed or other factors in retaining or recommending service providers. In certain circumstances where Alpine Investors seeks to ensure that rates will be generally consistent with other relevant market alternatives, Alpine Investors will do so in its sole discretion, seeking rates that it has determined in its sole discretion to be reflective of the range of rates in the applicable or related markets. Consequently, Alpine Investors undertakes no minimum amount of benchmarking, and does not represent that any such benchmarking relates specifically to the assets or services to which such rates or terms relate.

Alpine Investors and/or its affiliates enter into side letters with certain investors in a Fund providing such investors with different or preferential rights or terms, including, but not limited to, different fee structures, information rights, co-investment rights, and liquidity or transfer rights. Side letters may also relate to strategic relationships under which an investor agrees to make capital commitments to multiple Funds. Except where required by Governing Documents, other investors will not receive copies of side letters or related provisions, and as a general matter, the other investors have no recourse against a Fund, the relevant general partner or any of their affiliates in the event that certain investors have received additional and/or different rights and/or terms as a result of such side letters. As a consequence of one or more Limited Partners being excused or excluded, or from regulatory or other factors limiting their participation in investments, the aggregate returns realized by participating Limited Partners could be adversely affected in a material manner by the unfavorable performance of particular investments.

Any of these situations subjects Alpine Investors and/or its affiliates to potential conflicts of interest. Alpine Investors attempts to resolve such conflicts of interest in light of its obligations to investors in its Funds and the obligations owed by Alpine Investors' advisory affiliates to investors in investment vehicles managed by them, and attempts to allocate investment opportunities among a Fund, other Funds and such investment vehicles in manner it believes to be a fair and equitable to the Funds under the circumstances over time. To the extent that an investment or relationship raises particular conflicts of interest, Alpine Investors will review the circumstances of such investment or relationship with a view to addressing and reducing the potential for conflict. Where necessary, Alpine Investors consults and receives consent to conflicts

from an Advisory Board consisting of Limited Partners of the relevant Fund(s) and such other investment vehicles.

Item 9 Disciplinary Information

Alpine Investors and its management persons have not been subject to any material legal or disciplinary events required to be discussed in this Brochure.

Item 10 Other Financial Industry Activities and Affiliations

Alpine Investors is affiliated with other investment advisers, including the general partners and equivalent entities formed from time to time and subject to the Advisers Act pursuant to the registration of Alpine Investors in accordance with SEC guidance. In addition, AMS IV, investment adviser to the SBIC Funds, is a relying adviser under the Advisers Act pursuant to the registration of Alpine Investors. The SBIC Funds are licensed Small Business Investment Companies (SBICs), license numbers 09/09- 0461 and 09/09-0475. Under the provisions of Section 301(c) of the Small Business Investment Act of 1958, as amended, the effective dates of operation were December 18, 2009 and September 26, 2014. All financing and investing activities of the Licensee and all distributions are governed by the SBA regulations. All of the limited partnership interests of the SBIC Subsidiaries are owned by Fund IV and Fund V, respectively.

Compensation is approved by and disclosed at the formation of an Alpine Fund, pursuant to the partnership agreement. See Items 5 and 6 for additional compensation disclosures.

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

Alpine Investors has adopted a Code of Ethics (the “Code of Ethics”), which sets forth standards of conduct that are expected of its principals and employees and addresses conflicts that arise from personal trading. The Code of Ethics requires certain Alpine Investors personnel to report their personal securities transactions, prohibits or requires pre-clearance for Alpine Investors personnel from directly or indirectly acquiring beneficial ownership or disposing of securities in an initial public offering, and prohibits Alpine Investors personnel from directly or indirectly acquiring beneficial ownership of securities with limited exceptions, without first obtaining approval from the Chief Compliance Officer or its designee. In addition, the Code of Ethics requires such personnel to comply with procedures designed to prevent the misuse of, or trading upon, material non-public information. A copy of the Code of Ethics will be provided to any investor or prospective investor upon request to the Chief Compliance Officer of Alpine Investors at 415-392-9100. Personal securities transactions by employees who manage client accounts are required to be conducted in a manner that prioritizes the client’s interests in client eligible investments.

Alpine Investors and its affiliated persons expect to come into possession, from time to time, of material non-public or other confidential information about public companies which, if disclosed, might affect an investor’s decision to buy, sell or hold a security. Under applicable law, Alpine Investors and its affiliated persons would be prohibited from improperly disclosing or using such information for their personal benefit or for the benefit of any person, regardless of whether such person is a client of Alpine Investors.

Accordingly, should Alpine Investors or any of its affiliated persons come into possession of material non-public or other confidential information with respect to public and non-public company, Alpine Investors generally would be prohibited from communicating such information to clients, and Alpine Investors will have no responsibility or liability for failing to disclose such information to clients as a result of following their policies and procedures designed to comply with applicable law. Similar restrictions would be applicable as a result of Alpine Investors personnel serving as directors of public companies and could restrict trading on behalf of clients, including a Fund.

Principals and employees of Alpine Investors and its affiliates directly or indirectly own interests in the Funds, including certain co-invest vehicles. To the extent that co-invest vehicles exist, such vehicles generally invest in one or more of the same portfolio companies as a Fund. Co-invest opportunities are also presented to certain affiliates of the Advisers, as well as third party investors and other persons, and such co-investments can be effected through co-invest vehicles or directly in a particular portfolio company, or through an intermediate entity in a portfolio company's structure. Such co-investment opportunities generally will be allocated in the manner described under "Methods of Analysis, Investment Strategies and Risk of Loss."

Subject to applicable policies and procedures, Alpine Investors and its affiliates, principals and employees carry on investment activities for their own account, for personal or employee investment vehicles and, in certain cases for family members, friends or others who do not invest in a Fund, and are permitted to give advice and recommend securities to vehicles which differs from advice given to, or securities recommended or bought for, any Fund, whether or not their investment objectives are the same or similar. The operative documents and investment programs of certain Funds restrict, limit or prohibit, in whole or subject to certain procedural requirements, investments of certain other vehicles in issuers held by such Funds or give priority with respect to investments to such Funds. Some of these restrictions could be waived by investors (or their representatives) in such Funds or be subject to limitations (e.g., by time or percentage of capital deployed).

Conflicted Transactions

Alpine Investors reserves the right, in its discretion, contract with any related person of Alpine Investors, including, but not limited to, a portfolio company of an Alpine Fund, to perform services for Alpine Investors in connection with its provision of services to an Alpine Fund. It also reserves the right to recommend to an Alpine Fund or portfolio company that it contract for services with a related person or an entity with which Alpine Investors or an Alpine Investors' principal or employee has a direct or indirect financial interest in or from which such a person derives a direct or indirect financial or other benefit. For example, Mr. Weaver owns less than 10% of Venture Performance, Inc. (dba Green Peak Partners), a third-party company that Alpine Investors has engaged and may continue to engage to provide training and other services to the Alpine Funds' portfolio companies, and whose expenses are permitted to be reimbursed by the applicable portfolio companies. When engaging a related person to provide such services or making such a recommendation, Alpine Investors has an incentive to recommend the related person or services even if another person may be more qualified to provide the applicable services, can provide such services at a lesser cost or both. With respect to Green Peak Partners, such services must be on a basis that is equal to or less than amounts charged to unaffiliated persons for similar services, and

in Fund VI, they must be reported to the Limited Partners in the event they exceed a dollar amount specified in the Fund VI partnership agreement.

Alpine Investors and certain of its professionals will often perform management, advisory, financial advisory and other services for, and will receive fees from, actual or prospective portfolio companies or other investment vehicles, which fees will be in addition to any asset-based fees or carried interest paid by the Alpine Funds. Subject to the terms of the relevant Governing Documents for the Alpine Funds, Alpine Investors is permitted to retain all or a portion of such fees and the Alpine Funds will benefit from these fees only to the extent set forth in such Governing Documents.

Certain Alpine Investors professionals, in connection with the monitoring of portfolio company investments, also serve on the board of directors of certain portfolio companies. In these circumstances, it is possible for such professionals to receive director's fees, options or other compensation in connection with such services. Where required by the terms of the relevant limited partnership agreements for the Alpine Funds, such compensation will reduce the management fees paid by those funds.

Alpine Investors and certain Funds have established a portfolio company employee recruitment, training/managing, and co-location policy pursuant to which, among other things: Alpine Investors recruits employees for both Alpine Investors and portfolio companies which in certain cases, in Alpine Investors' or the applicable company's discretion, are later employed at a different portfolio company or Alpine Investors; certain portfolio company employees approved by Alpine Investors are permitted to work from Alpine Investors' office and participate in other Alpine Investors activities and events; and such portfolio company employees may gain access to Alpine Investors information, including information regarding Fund investments. This program is intended to advance the interests of Alpine Fund investors by enhancing the recruitment, training, and retention abilities of the portfolio companies and Alpine Investors. Although Alpine Investors has implemented policies and procedures intended to mitigate the conflicts of interest inherent in these arrangements, these policies and procedures may not be sufficient to mitigate all conflicts, including: portfolio companies bearing the cost of an employee's compensation; portfolio company employees' having access to proprietary information of Alpine Investors; and determinations about whether a particular acquisition prospect is better suited for an Alpine Fund or a portfolio company.

Certain Alpine Funds are permitted to make follow-on investments in portfolio companies in which another Alpine Fund has previously invested. Such investments will be made in accordance with the provisions of the applicable Governing Documents, including the conflict of interest provisions contained therein. In certain cases, transactions involving an actual or potential conflict of interest will be subject to approval by the Alpine Fund's Limited Partners or an Advisory Board.

In borrowing on behalf of a Fund, Alpine Investors is subject to conflicts of interest between repaying its obligations and retaining such borrowed amounts for the benefit of the Fund, and in circumstances where interest accrues on any such outstanding borrowings at a rate lower than the relevant Fund's preferred return, is expected to have incentives to cause the Fund to borrow in this manner rather than drawing down capital commitments. As indicated above, where a preferred return begins to accrue after capital contributions are due (regardless of when the Fund borrows,

makes the relevant investment, or pays expenses) and ceases to accrue upon return of these capital contributions, the use of borrowing to shorten the period between calling and returning capital limits the amount of time the preferred return will accrue. In circumstances where there is not a preferred return on funds borrowed in advance or in lieu of calling capital, Fund-level borrowing typically will reduce the amount of preferred return to which the Limited Partners would otherwise be entitled had Alpine Investors called capital, and thus could result in Alpine Investors receiving carried interest sooner than it would without borrowing. The relevant general partner generally will not participate in a Fund-level borrowing facility, and generally will not bear the related costs attributable thereto, including interest expenses or costs payable, in which case such amounts will be borne solely by the Limited Partners. In addition, when the management fee is calculated as a percentage of invested capital, a Limited Partner may pay management fees on borrowed amounts used to fund investments that have not yet been realized even though such amounts would not accrue preferred return as described above. It is expected that the costs relating to the establishment and/or maintenance of a subscription line of credit will be significant, and there can be no assurance that the benefits to Limited Partners will be commensurate with such costs.

Alpine Investors will effect such borrowings consistent with the applicable Governing Documents in a manner it believes to be fair and equitable under the circumstances to the relevant Fund, and consistent with Alpine Investors' obligations to the Fund under the Governing Documents.

Item 12 Brokerage Practices

Investment or Brokerage Discretion

Alpine Investors typically purchases investments directly from private owners and does not typically engage brokers to effect transactions. However, Alpine Investors has sole discretion over the purchase and sale of investments and the broker or dealer, if any, to be used to effect transactions. Alpine Investors may also distribute securities to investors in a Fund or sell such securities, including through using a broker-dealer, if a public trading market exists. Although Alpine Investors does not intend to regularly engage in public securities transactions, to the extent it does so, it follows the brokerage practices described below.

If Alpine Investors sells publicly traded securities for a Fund, it is responsible for directing orders to broker-dealers to effect securities transactions for accounts managed by Alpine Investors. In such event, Alpine Investors will seek to select brokers on the basis of best price and execution capability. In selecting a broker to execute client transactions, Alpine Investors considers the value of services such broker provides, commission rates and overall relationship with such broker, including responsiveness and execution capability, among other things.

Alpine Investors has no formal or informal arrangements with specific brokers or dealers to receive research or other services beyond transaction execution in exchange for brokerage commissions from client transactions (so called "soft dollar" arrangements). Alpine Investors has no duty or obligation to seek in advance competitive bidding for the most favorable commission rate applicable to any particular client transaction or to select any broker on the basis of its purported or "posted" commission rate, but will endeavor to be aware of the current level of the charges of eligible brokers and to reduce the expenses incurred for effecting client transactions to the extent consistent with the interests of such clients. Although Alpine Investors generally seeks

competitive commission rates, it may not necessarily pay the lowest commission or commission equivalent. Transactions may involve specialized services on the part of the broker involved and thereby entail higher commissions or their equivalents than would be the case with other transactions requiring more routine services.

Alpine Investors will periodically evaluate the overall reasonableness of the brokerage commissions and negotiated terms paid to or made with broker-dealers with respect to client transactions by, among other things, seeking to compare such commissions and terms with the commission rates and negotiated terms being charged by and entered into with other comparable broker-dealers. Consistent with Alpine Investors' seeking to obtain best execution, brokerage commissions on client transactions may be directed to brokers in recognition of research furnished by them, although Alpine Investors generally does not make use of such services at the current time.

Item 13 Review of Accounts

Reviews

Alpine Investors' Managing Member, Mr. Weaver, and other Alpine Investors professionals monitor the portfolio companies of the Alpine Funds and generally maintain ongoing oversight of such portfolio companies. The investment portfolios of the Alpine Funds are primarily private, illiquid and long-term in nature. Accordingly, the review process is not directed toward a short-term decision to dispose of securities and is conducted on timeframes that are appropriate under the circumstances. Review may become more frequent should material changes in variables of the market, political or economic environment occur.

Reporting

Alpine Investors and its professionals generally prepare semi-annual written reports which review and analyze existing investment positions. These reports are provided to the Limited Partners of the Alpine Funds to update them on such portfolio positions and related matters.

Investors in the Alpine Funds generally are also furnished with quarterly financials, which include summaries of investment holdings, and annual reports containing financial statements examined by the Alpine Funds' independent auditors within 120 days after the end of each calendar year.

Item 14 Client Referrals and Other Compensation

Alpine Investors has in the past and in the future intends to enter into solicitation arrangements with placement agents and/or other third parties to help it identify investors for the Alpine Funds. In general, Alpine Investors effectively bears any placement agent fees either directly or by offsetting the management fees payable to it by the amount of any placement agent fees on a dollar-for-dollar basis, although related expenses incurred pursuant to the relevant placement agreement or similar agreement, including placement agent travel, meal and entertainment expenses, typically are borne by the relevant Fund. Investors should be aware that the receipt of compensation by a placement agent or third-party solicitor may create a conflict of interest and may affect the judgment of the placement agent or solicitor when making a recommendation for an investment with the Alpine Funds.

Alpine Investors also receives compensation in the form of Other Fees as described in Item 5, from portfolio companies that are in addition to the management fees from the Alpine Funds. Alpine Funds offset management fees in varying degrees by such fees received from portfolio companies, the specific amounts of which are specified in their Governing Documents.

Item 15 Custody

The general partners of the Alpine Funds are deemed to have custody of client assets. These assets are held in safekeeping with a qualified custodian, except to the extent that an exception to this requirement is available. The Alpine Funds deliver to their investors audited financial statements audited by a PCAOB-member registered accounting firm within 120 days of the end of each calendar year in which they have custody of client assets, and accordingly comply with applicable provisions and exemptions contained in the SEC Custody Rule 206(4)-2(b)(4). This rule exempts Alpine Investors from engaging a registered accounting firm to perform a surprise control audit generally required by the Custody Rule and from the requirement that the custodian deliver periodic statements to Alpine Fund investors.

Alpine Investors currently maintains custody of assets in the name of one or more Funds with the following qualified custodian(s): First Republic Bank, 101 Pine St., San Francisco, CA 94111.

Item 16 Investment Discretion

Alpine Investors has discretion over the Alpine Funds. Pursuant to the Limited Partnership Agreement of each Alpine Fund, and subject to the direction and control of the general partner of such Alpine Fund, Alpine Investors performs the day-to-day investment operations of each Alpine Fund in accordance with the terms and conditions of the Limited Partnership Agreement of such Alpine Fund. As a general policy, Alpine Investors does not allow clients to place limitations on this authority. Pursuant to the terms of the Governing Documents, however, Alpine Investors and/or its affiliates may enter into side letters with certain Limited Partners whereby the terms applicable to such person's investment in a Fund may be altered or varied, including, in some cases, the right to opt-out of certain investments for legal, tax, regulatory or other similar reasons. These arrangements are disclosed and approved upon the formation of an Alpine Fund.

Item 17 Voting Client Securities

Under Rule 206(4)-6 of the Advisers Act, registered investment advisers that exercise voting authority with respect to client securities are required to have proxy voting policies and procedures. As the Alpine Funds transact primarily in privately issued securities, Alpine Investors rarely is required to vote proxies. Under certain limited circumstances, however, Alpine Investors may be required to vote proxies or execute stockholder consents solicited by portfolio companies or public companies. Under these circumstances, Alpine Investors has sole authority to vote proxies on behalf of the Alpine Funds and will do so in a manner that it believes is in the best interest of the Alpine Funds and the investors in the Alpine Funds, typically with the goal of maximizing value for the Alpine Funds and the investors in the Alpine Funds. In the event there is or may be a conflict of interest or appearance of a conflict of interest between Alpine Investors and an Alpine Fund in voting proxies or executing consents, Alpine Investors may address the conflict by seeking the approval or concurrence of the relevant Advisory Board or through other appropriate means.

Alpine Investors will vote proxies or execute stockholder consents pursuant to voting guidelines which are available to investors in the Alpine Funds upon request. Alpine Investors will make available to investors in the Alpine Funds, upon request, information about how Alpine Investors voted any proxies or delivered any consents on behalf of the Alpine Funds. Requests should be sent to the Chief Compliance Officer of Alpine Investors at 415-392-9100.

Item 18 Financial Information

As an advisory firm that maintains discretionary authority for the Alpine Funds, Alpine Investors is required to disclose any financial condition that is reasonably likely to impair the ability to meet contractual obligations. Alpine Investors is under no such impairment. Neither Alpine Investors nor any affiliated entity has been the subject of any bankruptcy proceedings.