

Item 1 – Cover Page

SOHAN CAPITAL, LLC

Form ADV Part 2A Disclosure Brochure

March 10, 2020

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This brochure provides information about the qualifications and business practices of Sohan Capital, LLC. If you have any questions about the contents of this brochure, please contact us at (310) 307-4755 or harp@sohancapitalcorp.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 Sohan Capital, LLC also is available on the SEC's website at www.adviserinfo.sec.gov.

By itself, registration of an Investment Adviser does not imply any level of skill or training. The oral and written communications of an Adviser, including this document, are intended to provide information to help in the decision to hire or retain an Adviser.

Item 2 – Material Changes

The purpose of this page is to inform you of any material changes since the previous version of this brochure.

This is our firm's first brochure and therefore we have not made any material changes. We review and update our brochure at least annually to make sure that it remains current.

Currently, our Brochure may be requested by contacting Sohan Capital, LLC at (310) 307-4755 or harp@sohancapitalcorp.com.

Additional information about the Adviser is also available via the SEC's website www.adviserinfo.sec.gov. The SEC's web site also provides information about any persons affiliated with the Adviser who are registered, or are required to be registered, as investment adviser representatives of the Adviser.

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Item 4 – Advisory Business

Our Firm

Sohan Capital, LLC, (the “Adviser”), is a limited liability company founded January 29, 2020, under the laws of the state of California by Harpreet Singh Sihota, Florentine Catudan, and Matthew Tarver (see *Brochure Supplements*). Harpreet Singh Sihota, Florentine Catudan, and Matthew Tarver remain the principal owners of the Adviser. The Adviser is the investment manager of Sohan Capital Fund, LP, a Delaware limited partnership (the “Partnership”), formed on January 29, 2020.

The Adviser provides investment advisory services to the Partnership, which was established to serve as an investment vehicle for investments from U.S. and non-United States persons. Investors may invest in the Partnership by acquiring a limited partnership interest in the Partnership (the “Interests”). The Partnership was organized as an open-end investment fund to allow for ongoing, subsequent investors to acquire Interests over time.

The Adviser may form additional limited liability companies or partnerships in the future and may manage the investments of those limited liability companies and partnerships; however, presently, the activities of the Adviser are limited to its management of the Partnership and making investment decisions on behalf of the Partnership and its limited partners (the “Limited Partners”). As used herein, the term “Client” generally refers to the Partnership. The operations of the Partnership not pertaining to the services provided by the Adviser will be performed by Sohan Capital Partners, LLC (the “General Partner”).

The Partnership’s primary investment objective is to provide long-term above-average absolute returns through investing in a broad class of assets, including but not limited to, domestic and international equities, debt securities, swaps, futures, derivatives, initial public offerings and new issues, commodities, and foreign currency. The Partnership will use proprietary investment selection criteria and methodologies developed by the Adviser to invest in core investments, which will include global macro, event-driven and long/short investing strategies. Although the strategy and asset allocation used by the Partnership are primarily centered on global macro, event-driven and long/short investing strategies, the Adviser intends to follow a flexible approach in order to place the Partnership in the best position to capitalize on opportunities in the financial markets. Investors should note that the Adviser is not restricted to any investment strategy whatsoever.

The interests in the Partnership are being offered solely to a limited number of investors, each of which qualifies as (1) a “Qualified Client,” as defined under Rule 205-3(d)(1) of the Investment Advisers Act of 1940, as amended (the “Investment Advisers Act”), or a “qualified purchaser” or a “knowledgeable employee,” as defined in Section 2(a)(51) of the Investment Company Act of 1940, as amended (the “Investment Company Act”). There will be no public offering of Interests, no trading market for the Interests will develop and the Interests will be subject to substantial restrictions on transfer. Residents of certain states may be subject to stricter suitability standards than those stated above, and the General Partner may reject the subscription documents of subscribers not meeting such standards. Investments in the Partnership are offered by a confidential offering memorandum which provides investors with full

disclosure regarding the objectives of the Partnership and the risks involved with the offering. Investors that purchase Interests in the Partnership will be admitted to the Partnership as Limited Partners.

The Adviser manages the funds and securities of the Partnership on a discretionary basis. Discretionary authority allows the Adviser to decide on the specific types of investments, the quantity of investments, the broker-dealer to be used and the commission rates to be paid for Limited Partner accounts without obtaining preapproval for each transaction. Due to the nature of the Adviser's business, Limited Partners are not allowed to limit the Adviser's discretionary authority.

Wrap Fee Programs

The Adviser does not participate in or manage a wrap fee program.

Assets Under Management

As of March 5, 2020, the Adviser managed no discretionary assets and no non-discretionary assets.

Item 5 – Fees and Compensation

Calculation and Payment of Management Fees

In consideration for providing portfolio management services to the Partnership, the Adviser will generally receive an annual management fee (the "Management Fee"), equal to 2.00% per year of each Limited Partner's share of the net asset value of the Partnership. The Management Fee shall be payable annually in advance and calculated as of the first Business Day of each calendar year. ("Business Day" means any day that is not a Saturday or Sunday or a day on which state or national banking institutions are authorized or obligated by law or executive order to remain closed in Delaware.) The Management Fee will be deducted from invested capital and Partnership income. Since the Management Fee may accrue at some time during a calendar year, the Limited Partners may be required to pay a pro-rated Management Fee on amounts invested during the calendar year; however, no Management Fee will be refunded for any amounts withdrawn during any calendar year. The Management Fee is payable from the income received from Partnership investments attributed to Limited Partners on an annual basis ("Limited Partner Income"). Limited Partner Income is received in the form of disposition proceeds of the Partnership's investments attributed to the Limited Partners. In the event that Limited Partner Income is not received by the Partnership in any given year or is insufficient to cover all of the Management Fees, the Management Fees for such year may be paid with invested capital of Limited Partners, or may, in the Adviser's sole discretion, be accrued and paid in a year where there is sufficient income to pay such fee. The Adviser, in its sole discretion, may waive or reduce the Management Fee with respect to one or more Limited Partners for any period of time, or agree to apply a different Management Fee for that Limited Partner.

Limited Partners will be charged a Performance Allocation as set forth in Item 6 below.

Expenses

Organizational Expenses. The General Partner is advancing the organizational costs of the Partnership. The General Partner is entitled to reimbursement from the Partnership for all amounts expended by it in connection with the organization of the Partnership including, but not limited to, legal fees, accounting

fees, and costs associated with the initial offering of Interests, as soon as practicable following commencement of the Partnership's investment activities. The General Partner intends to modify its treatment of costs and expenses in accordance with the needs of the Partnership by amortizing its costs and expenses over a period of 60 months. In the event that the Partnership terminates before such expenses are fully amortized, the unamortized portion of the organizational expenses will be debited against the Partnership's assets at that time. However, the General Partner may in its sole discretion elect to forgo reimbursement of organizational expenses.

Ongoing Fees and Expenses. The Partnership will be responsible for all ongoing costs and expenses associated with its administration and operation, as well as all investment expenses (both ordinary and extraordinary) incurred directly by the Partnership. Such costs include, but are not limited to, (i) all expenses incurred in connection with the ongoing offer and sale of Interests, including but not limited to marketing expenses, reasonable travel and entertainment expenses, printing of the confidential offering memorandum and exhibits and any sales literature, documentation of performance and the admission of Limited Partners; (ii) all operating expenses of the Partnership such as rent, vehicle expenses, Management Fees, tax preparation fees, bank service fees, withholding or transfer taxes imposed on the Partnership or any Partner, governmental fees and taxes, insurance, administrator fees, communications with Limited Partners, ongoing legal, accounting, auditing, third-party software and related systems, including accounting software, portfolio management systems, risk management systems, trade execution systems, order management systems, analytics, price quotation services and/or real time data services, computer hardware and related systems, offsite data storage, bookkeeping, consulting and other professional fees and expenses, and all employment related expenses, including, employee salaries and bonuses, health care benefits (e.g. medical and dental insurance); state and federal withholding taxes, retirement benefits (401k or similar accounts), reasonable employee reimbursements; (iii) all Partnership trading and investment related costs and expenses (e.g. brokerage commissions and charges, margin interest, expenses related to short sales, research and investment related products, custodial fees, clearing and settlement charges, interest and other fees and charges of prime brokers, financial parties, banks and custodians); and (iv) all fees to protect or preserve any investment held by the Partnership, as determined in good faith by the General Partner, and all litigation and indemnification fees and other expenses incurred in connection with the investigation, prosecution or defense of any claims by or against the Partnership, including extraordinary expenses. ongoing offering expenses, government fees, fees to the Administrator, research expenses, research-related travel expenses, Partnership administration, operating, overhead, communications, and other service providers' expenses, insurance premiums (if any), printing costs, and all tax, accounting (and audit) and legal fees, its pro rata share of investment fees and expenses and similar ongoing operational expenses of the Partnership, as well as extraordinary expenses, including, but not limited to, expenses relating to litigation or proceedings or examination by the Internal Revenue Service or other governmental bodies or self-regulatory organizations. The Partnership may pay for the technology (i.e., computers, copiers, etc.), as well as replacement parts for such technology items and communications equipment and communications services used by the Adviser in providing services to the Partnership. The General Partner and the Adviser may choose, each in its sole discretion, to forgo reimbursement from the Partnership for any expenses it incurs that may otherwise properly be attributed to the Partnership.

Adviser Expenses. The Adviser will be responsible for its own general operating and overhead expenses not associated with it providing of investment management services to the Partnership.

Brokerage Expenses. Generally, the Partnership is responsible for the payment of any broker's fees or commissions incurred in relation to the Client's investments. See Item 12 – Brokerage Practices.

Withdrawal. Each Capital Contribution made by a Limited Partner is subject to a "Lock-Up Period," which is defined as the nine months following the date of such Capital Contribution. Upon completion of

a Lock-Period, a Limited Partner may withdraw any amount of such Limited Partner's capital account not subject to a Lock-Up Period, as of the last Business Day of any calendar quarter. Each such date is referred to as a "Withdrawal Date." A Limited Partner must provide written notice to the General Partner at least 30 days prior to the Withdrawal Date on which the Limited Partner intends to make a withdrawal. Notwithstanding the foregoing, the General Partner may determine, in its sole discretion, to restrict amounts that may be withdrawn, and require that withdrawals be limited to other dates and times. The General Partner may, determine in its sole discretion, to allow a Limited Partner to withdraw funds from such Limited Partner's capital account during the Lock-Up Period. In the event that the General Partner permits a Limited Partner to withdraw any funds within the Lock-Up Period, the Limited Partner withdrawing funds will incur a 5% withdrawal penalty against the amount of the withdrawal (the "Withdrawal Penalty"). Unless the General Partner consents, partial withdrawals may not be made if they would reduce a Limited Partner's capital account balance below \$100,000. Each withdrawal will be made on a first-in-first-out basis.

Payment of any amount withdrawn shall be made within 30 days after the Withdrawal Date; provided, however, that any Limited Partner giving notice to withdraw more than 90% from its capital account shall be paid an amount equal to 92.5% of its estimated capital account (computed on the basis of unaudited data) within 30 days after the Withdrawal Date. The Partnership shall pay such Limited Partner the balance, without interest, subject to audit adjustments, within 30 days after completion of the annual audit of the Partnership's books. The General Partner will be subject to the same withdrawal provisions; provided, however, however, the General Partner is not required to obtain the consent of or notice to any of the Limited Partners and the General Partner is not required to maintain a minimum capital account balance. All withdrawals shall be deemed made prior to the commencement of the following quarter.

If the Adviser in its discretion permits a Limited Partner to withdraw capital other than on a Withdrawal Date, the Adviser may impose an additional administrative fee to cover the legal, accounting, administrative, brokerage, and any other costs and expenses associated with such withdrawal. Any imposed administrative fee will be retained by the Partnership. Other than the administrative fee which may be imposed on withdrawals other than on a permitted Withdrawal Date and the Withdrawal Penalty, there are no withdrawal fees associated with a Limited Partner's withdrawal of capital from the Partnership.

Except as specifically set forth in this Item 5 and Item 6 below, the Adviser or any supervised person will not accept any compensation for the sale of investments, investment products, or as a placement agent for any securities of the Partnership.

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

Performance Allocation

The General Partner will be entitled to receive a performance allocation (the "Performance Allocation"), which will accrue and be paid annually at the close of each calendar year, provided that, the Partnership's annual net capital appreciation exceeds the Hurdle Amount (as defined below). The Performance Allocation will be equal to 25% of that portion of the Partnership's annual net income (including realized and unrealized gains and net of the Management Fee) attributable to each Limited Partner as of the close of each calendar year. The Performance Allocation shall be subject to a high water mark or Loss Carryforward provision and Hurdle Amount (as each of those terms is defined and discussed below).

The "Hurdle Amount" is calculated by multiplying: (1) 7.5% (the "Hurdle Rate"), by (2) the opening balance of each Capital Account as of the beginning of such fiscal period after giving effect to any withdrawals from, and distributions by, the Partnership relating to prior periods. The Hurdle Amount will

not be cumulative from period to period. The Hurdle Amount will be appropriately adjusted for periods of less than one year using the applicable prorated Hurdle Rate

The Adviser may only receive a Performance Allocation from a Limited Partner that is a “Qualified Client”, as defined under Rule 205-3(d)(1) of the Investment Advisers Act of 1940, as amended (the “Investment Advisers Act”), or a “qualified purchaser” or a “knowledgeable employee,” as defined in Section 2(a)(51) of the Investment Company Act or who otherwise meet the investor suitability standards set forth in the private placement memorandum and who have a net worth greater than \$2,100,000, or those for whom we manage a minimum of \$1,000,000, from the beginning of our agreement for services (Rule 205-3 under the Investment Advisers Act).

Performance-based fees are fees based on a share of capital gains or capital appreciation of a Limited Partner’s capital account. In its sole discretion, the Adviser may waive or reduce a Performance Allocation with respect to any Limited Partner for any period of time, or agree to apply a different performance-based fee for such Limited Partner.

High Water Mark

All performance-based fees are subject to what is commonly known as a “high water mark” provision. That is, if the Partnership has a net loss in any calendar year, this loss will be carried forward as to each Limited Partner to future calendar years (“Loss Carryforward”). Whenever there is a Loss Carryforward for a Limited Partner with respect to a calendar year, the Adviser will not receive a performance-based fee from such Limited Partner for future calendar years until the Loss Carryforward amount for such Limited Partner has been recovered (i.e., when the Loss Carryforward amount has been exceeded by the cumulative profits allocable to such Limited Partner for the calendar years following the Loss Carryforward). Once the Loss Carryforward has been recovered, the performance-based fee shall be based on the excess profits (over the Loss Carryforward amount) as to each Limited Partner, rather than on all profits. The “high water mark” provision prevents the Adviser from receiving a performance-based fee as to profits that simply restore previous losses and is intended to ensure that each performance-based fee is based on the long-term performance of an investment in the Partnership.

The Adviser may manage accounts that are charged performance-based fees while at the same time managing accounts (perhaps with similar objectives) that are charged a lower performance-based fee or are not charged performance-based fees (“side-by-side management”). Performance-based fees and side-by-side management may create conflicts of interest, which we have identified and described in the following paragraphs.

When a Limited Partner withdraws capital, any Loss Carryforward will be adjusted downward in proportion to the withdrawal or redemption. The Adviser may agree with any Limited Partner to apply a different Loss Carryforward provision for such Limited Partner.

Any performance-based fee may create an incentive to the Adviser to make investments that are riskier or more speculative than would be the case in the absence of the performance-based fee. In order to address this potential conflict of interest, a senior officer of the Adviser periodically reviews accounts to ensure that investments are suitable and being managed according to the Partnership’s investment objectives and risk tolerance.

The lack of a market quotation for any investments held by the Partnership may also create an incentive for the Adviser to overvalue such assets for purposes of achieving a performance-based fee. In order to

address such conflict, we have adopted policies and procedures that require the Adviser to “fairly value” any investments, which do not have a readily ascertainable value. Based on the foregoing, the Adviser may receive increased compensation with regard to unrealized appreciation and as well as realized gains of the Limited Partners.

Side-By-Side Management

“Side-by-side management” refers to the simultaneous management of multiple types of Client accounts. Presently, the Adviser will not engage in any side-by-side management.

Item 7 – Types of Clients

Currently, the Adviser’s Clients include only the Partnership. The Partnership’s Limited Partners may include U.S. and Non-United States high net worth individuals and entities. The minimum investment by an investor in the Partnership is \$100,000, however, the Adviser is authorized to accept lesser amounts in its sole discretion.

Investors in the Partnership must qualify as “Qualified Clients” under Rule 205-3(d)(1) of the Investment Advisers Act and must either have at least \$1,000,000 under management with the Adviser, certify to the Adviser that such investor has a net worth of at least \$2,100,000 at the time of investment, or certify that such investor is a “qualified purchaser” or a “knowledgeable employee,” as defined in Section 2(a)(51) of the Investment Company Act.

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

Investment Strategies and Methods of Analysis

The Partnership seeks to provide long-term above-average absolute returns. The Adviser seeks to achieve its investment objective through its proprietary investment selection criteria and methodologies developed by the Adviser to invest in core investments. The Adviser intends to invest in a broad class of assets, including but not limited to, domestic and international equities, debt securities, swaps, futures, derivatives, initial public offerings and new issues, commodities, and foreign currency.

In making its selection of whether to make an investment, the Adviser intends to use various proprietary methods to invest in generally liquid assets. Depending on the Adviser’s view of the market environment, the Partnership may vary its strategy amongst various asset classes. Investments will depend on the availability of opportunities that the Adviser deems to be attractive opportunities consistent with its allocation methodologies. The Adviser will not rely on one method to determine trades, but will look at a combination of fundamentals, technicals, and sentiment to identify attractive investment opportunities. Hold periods are expected to range from months to years depending on the nature of the investment.

Although the strategy and asset allocation methodologies used by the Partnership are primarily centered on global macro, event-driven and long/short investing, the Adviser intends to follow a flexible approach in order to place the Partnership in the best position to capitalize on opportunities in the financial markets. Accordingly, the Adviser may employ other strategies and may take advantage of opportunities in diverse asset classes if they meet the Adviser’s standards of investment merit.

The Partnership will employ portfolio margin in its investing. Additionally, the Partnership reserves the right to use other forms of financial leverage in the future to enhance returns. The Partnership intends to

use leverage ratios to the maximum allowed by the Prime Broker (as defined below). However, the Partnership has no control over short-term fluctuations that could cause the leverage ratio to temporarily exceed the such ratio.

At certain times, the sizing of positions will range and may exceed 5% of the securities of a company. A 13D filing is required to be made with the SEC when a purchaser of securities acquires over 5% of any class of a company's shares. By holding such large positions, the Partnership may entail more risk than may be found in a more diversified investment portfolio.

Risk of Loss

The Partnership's investment program is speculative and entails substantial risks, including, among others: dependency on key individuals, risks related to shorting stocks, options and derivative risks, domestic and foreign currency risks, valuation risk, risks related to the debt and equities markets, the risk that exit strategies from positions may be unavailable and limited liquidity. An Investor should not invest in the Partnership unless: (1) it is fully able to bear the financial risks of its investment for an indefinite period of time; and (2) it can sustain the loss of all or a significant part of its investment and any related realized or unrealized profits. Investors could lose some or all of their investment in the Partnership. Past results of the Adviser, the Partnership, their principals, portfolio managers, affiliated entities, funds or clients, are not indicative of the future performance of the Partnership.

Specific Risks

General Risks: An investment in the Partnership involves a significant degree of risk and is not intended as a complete investment program. The Partnership may use aggressive, speculative investment techniques. The Partnership is subject to all of the risks associated with the investment in and trading of equity securities and other instruments. The values of such securities and instruments may be volatile and may be influenced by, among other things, national and international political and economic events, fluctuations in currency exchange rates, interest rates and government trade, fiscal, monetary and other policies and actions.

Consequently, the value of the investments in the Partnership may be subject to sudden and substantial declines in value. The Interests in the Partnership are not suitable for investment by any person who is not in a position to hold its investment indefinitely or who cannot afford the loss of its entire investment. While the Adviser strives to attain the investment objective of the Partnership through its research screening, investigation and portfolio management skills, there is no guarantee of successful performance, that the objective can be reached or that a positive return can be achieved. As a general rule, investors can expect that investments with higher return potential will also have a higher potential of risk of loss of capital or income.

Investment Risk: The Partnership invests its assets in securities, some of which may be traded over-the-counter and some of which may not have a market. There are several risks inherent in such investments, some of which are specifically referenced below. Not only are such investments subject to investment specific price fluctuations, but also to macroeconomic, market and industry-specific conditions. Those risks may be significantly enhanced by changes in liquidity, absence of pricing transparency and the potential for volatility. Moreover, the Partnership may have only limited ability to vary its investment portfolio in response to changing economic, financial and investment conditions. No assurance can be given as to when or whether adverse events might occur that could cause significant and immediate loss in the value of the Partnership's portfolio.

Highly Volatile Markets. The prices of derivative instruments, including futures and options, can be highly volatile. Price movements of forwards, futures and other derivative contracts in which the Partnership's assets may be invested are influenced by, among other things, interest rates, changing supply and demand relationships, trade, fiscal, monetary and exchange control programs and policies of governments, and national and international political and economic events and policies. In addition, governments from time to time intervene, directly and by regulation, in certain markets, particularly those in currencies, futures and options. Such intervention often is intended directly to influence prices and may, together with other factors, cause all of such markets to move rapidly in the same direction because of, among other things, interest rate fluctuations. The Partnership will also be subject to the risk of the failure of any exchanges on which their positions trade or of their clearinghouses.

Market or Interest Rate Risk. The price of most fixed income securities moves in the opposite direction of the change in interest rates. For example, as interest rates rise, the price of fixed income securities fall. If the Partnership holds a fixed income security and interest rates rise, the price movement of this security could have a negative impact on the Partnership's performance. In addition, if the Partnership is short a security and interest rates fall, the price movement of this security could also have a negative impact on the Partnership's performance.

Institutional Risk. The Adviser intends to enter into contractual arrangements with various brokerage firms, banks and other institutions. There is a possibility that the institutions, including brokerage firms and banks, with which the Partnership does business, or to which securities have been entrusted for custodial purposes, will encounter financial difficulties that may substantially impair the operational capabilities or the capital position of the Partnership.

Long/Short Equity. Long/short equity strategies generally seek to generate capital appreciation through the establishment of both long and short positions in equities or fixed income, by purchasing undervalued securities and selling overvalued securities to generate returns and to hedge out some portion of general market risk. If the Adviser's analysis is incorrect or based on inaccurate information, these investments may result in significant losses to the Partnership. Since a long/short strategy involves identifying securities that are generally undervalued (or, in the case of short positions, overvalued) by the marketplace, the success of the strategy necessarily depends upon the market eventually recognizing such value in the price of the security, which may not necessarily occur, or may occur over extended time frames that limit profitability. Positions may undergo significant short-term declines and experience considerable price volatility during these periods. In addition, long and short positions may or may not be related. If the long and short positions are not related, it is possible to have investment losses in both the long and short sides of the portfolio. Long/short strategies may increase the exposure of the Partnership to risks relating to strategic transactions, leverage, portfolio turnover, concentration of investment portfolio and short-selling. These risks are further described in this section under their respective headings.

Short Sales. The Partnership may engage in short sale transactions. Short selling involves selling securities which may or may not be owned by the short seller and borrowing the same securities for delivery to the purchaser, with an obligation to replace the borrowed securities at a later date. Short selling allows the investor to profit from declines in market prices to the extent such decline exceeds the transaction costs and the costs of borrowing the securities. The extent to which the Partnership engages in short sales will depend upon its investment strategy and perception of market direction. Such practice can, in certain circumstances, substantially increase the impact of adverse price movements on the Partnership's portfolio. Moreover, short selling is limited to securities that can be borrowed, and it may be necessary to cover short positions at undesirable times and at undesirable prices because securities that were shorted can no longer be borrowed. There can be no assurance that the securities necessary to cover a short position will be available for purchase. Purchasing securities to close out the short position can itself cause the price of

securities to rise further, thereby exacerbating the loss. In addition, short selling involves the posting of collateral that will be returned to the Partnership upon the satisfaction of the short sale. Amounts posted as collateral may be invested in cash or cash equivalent investments and may not generate the same level of return as the Partnership's other investments.

Foreign Securities. The Partnership may trade in foreign securities. Investments in securities of non-U.S. issuers and securities denominated or whose prices are quoted in non-U.S. currencies pose currency exchange risks (including blockage, devaluation and non-exchangeability), as well as a range of other potential risks which could include expropriation, confiscatory taxation, political or social instability, illiquidity, price volatility and market manipulation. In addition, less information may be available regarding securities of non-U.S. issuers and non-U.S. companies may not be subject to accounting, auditing and financial reporting standards and requirements comparable to or as uniform as those of U.S. companies. Transaction costs of investing in non-U.S. securities markets are generally higher than in the U.S. Non-U.S. markets also have different clearance and settlement procedures, which, in some markets, have at times failed to keep pace with the volume of transactions, thereby creating substantial delays and settlement failures that could adversely affect the Partnership's performance.

Hedging Transactions. The Partnership may use a variety of financial instruments, such as options, to seek to hedge against declines in the values of its portfolio positions as a result of changes in currency exchange rates, certain changes in the equity markets and market interest rates and other events. Hedging against a decline in the value of portfolio positions does not eliminate fluctuations in the values of portfolio positions or prevent losses if the values of such positions decline, but establishes other positions designed to gain from those same developments, thus offsetting the decline in the portfolio positions' value. Such hedging transactions also limit the opportunity for gain if the value of the hedged portfolio positions should increase. It may not be possible for the Partnership to hedge against a change or event at a price sufficient to protect the Partnership's assets from the decline in value of the portfolio positions anticipated as a result of such change. In addition, it may not be possible to hedge against certain changes or events at all. To the extent that hedging transactions are effected, their success will be dependent on the Partnership's ability to correctly predict movements in the direction of currency or interest rates, the equity markets or sectors thereof or other events being hedged against. Therefore, while the Partnership may enter into such transactions to seek to reduce currency exchange rate and interest rate risks, or the risks of a decline in the equity markets generally or one or more sectors of the equity markets in particular, or the risks posed by the occurrence of certain other events, unanticipated changes in currency or interest rates or increases or smaller than expected decreases in the equity markets or sectors being hedged or the non-occurrence of other events being hedged against may result in a poorer overall performance for the Partnership than if the Partnership had not engaged in any such hedging transaction. In addition, the degree of correlation between price movements of the instruments used in a hedging strategy and price movements in the portfolio position being hedged may vary. Moreover, for a variety of reasons, the Partnership may not seek to establish a perfect correlation between such hedging instruments and the portfolio holdings being hedged. Such imperfect correlation may prevent the Partnership from achieving the intended hedge or expose the Partnership to additional risk of loss.

Option Transactions. The purchase or sale of an option by the Partnership involves the payment or receipt of a premium payment and the corresponding right or obligation, as the case may be, to either purchase or sell the underlying instrument for a specific price at a certain time or during a certain period. Purchasing options involves the risk that the underlying instrument does not change in price in the manner expected, so that the option expires worthless and the investor loses its premium. Selling options, on the other hand, involves potentially greater risk because the investor is exposed to the extent of the actual price movement in the underlying instrument in excess of the premium payment received.

Derivative Instruments. The Adviser will make use of derivatives in the Partnership's investment program. Derivatives are financial instruments that derive their performance, at least in part, from the performance of an underlying asset, index or interest rate. The Partnership's use of derivative involves risks different from, or possibly greater than, the risks associated with investing directly in securities or more traditional investments, depending upon the characteristics of the particular derivative and the Partnership's portfolio as a whole. Derivatives permit the Partnership to increase or decrease the level of risk of its portfolio, or change the character of the risk to which the portfolio will be exposed. Derivatives may entail investment exposures that are greater than their cost would suggest, meaning that a small investment in derivatives could have a large potential impact on the Partnership's performance. If the Partnership invests in derivatives at inopportune times or judges the market conditions incorrectly, such investments may lower the Partnership's return or result in a loss, which could be significant. Derivatives are also subject to various other types of risk, including market risk, liquidity risk, structuring risk, counterparty financial soundness, creditworthiness and performance risk, legal risk and operations risk. In addition, the Partnership could experience losses if derivatives are poorly correlated with its other investments or if the Partnership is unable to liquidate its position because of an illiquid secondary market. The market for many derivatives is, or suddenly can become, illiquid. Changes in liquidity may result in significant, rapid, and unpredictable changes in the prices for derivatives. Engaging in derivatives transactions involves a risk of loss to the Partnership that could materially adversely affect the Partnership's net asset value. No assurance can be given that a liquid market will exist for any particular contract at any particular time.

Foreign Currency Transactions. The Partnership may engage in foreign currency transactions for a variety of purposes, including locking in the U.S. dollar price of security (i) between trade and settlement date or (ii) that it has agreed to buy or sell, or (iii) to hedge the U.S. dollar value of a security that the Partnership owns. A Partnership may also engage in foreign currency transactions for non-hedging purposes to generate returns. Foreign currency transactions may involve, for example, the purchase of foreign currencies for U.S. dollars or the maintenance of short positions in foreign currencies. Foreign currency transactions may involve a Partnership agreeing to exchange an amount of a currency it does not currently own for another currency at a future date. A Partnership would typically engage in such a transaction in anticipation of a decline in the value of the currency it sells relative to the currency that the Partnership has contracted to receive in the exchange. An investment adviser's success in these transactions will depend principally on its ability to predict accurately the future exchange rates between foreign currencies and the U.S. dollar.

Debt and Other Income Securities. The Partnership may invest in fixed income and adjustable rate securities. Fixed income securities, such as many of the bonds in which the Partnership is likely to invest, are subject to interest rate, market and credit risk. Interest rate risk relates to changes in a security's value as a result of changes in interest rates generally. Even though such instruments are investments that may promise a stable stream of income, the prices of such securities are inversely affected by changes in interest rates and, therefore, are subject to the risk of market price fluctuations. In general, the values of fixed income securities increase when interest rates fall and decrease when interest rates rise. On the other hand, the prices of floating rate instruments such as many of the bank loans in which the Partnership is likely to invest are unlikely to increase or decrease significantly in value when market interest rates fall or rise. Market risk relates to the changes in the risk or perceived risk of an issuer, asset class, country or region. Credit risk relates to the ability of the issuer or underlying assets to make payments of principal and interest. The values of income securities may be affected by changes in the credit rating or financial condition of the issuing entities.

Forward and Futures Contracts. The successful use of forward and futures contracts draws upon the Adviser's skill and experience with respect to such instruments and are subject to special risk considerations. The primary risks associated with the use of forward and futures contracts, which may

adversely affect the Partnership's net asset value and total return, are (a) the imperfect correlation between the change in market value of the instruments held by the Partnership and the price of the forward or futures contract; (b) possible lack of a liquid secondary market for a forward or futures contract and the resulting inability to close a forward or futures contract when desired; (c) losses caused by unanticipated market movements, which are potentially unlimited; (d) the Adviser's inability to predict correctly the direction of securities prices, interest rates, currency exchange rates and other economic factors; (e) the possibility that the counterparty will default in the performance of its obligations; and (f) if the Partnership has insufficient cash, it may have to sell securities from its portfolio to meet daily variation margin requirements, and the Partnership may have to sell securities at a time when it may be disadvantageous to do so.

Margin on Futures. The low margin or premiums normally required in futures trading makes possible a high degree of leverage, and a relatively small change in the price of a futures contract can produce a disproportionately larger profit or loss. In the futures markets, margin deposits are typically low relative to the value of the futures contracts purchased or sold (typically between 1% and 25% of the value of the futures contracts purchased or sold). In the forward, currency and certain other derivative markets, margin deposits may be even lower or may not be required at all. Low margin deposits mean that a relatively small price movement in a futures contract or other derivative contract could result in immediate and substantial losses to the investor. For example, if at the time of purchase 5% of the price of a futures contract is deposited as margin, a 5% decrease in the price of the futures contract would, if the contract is then closed out, result in a total loss of the margin deposit before any deduction for the brokerage commission. Like other leveraged investments, any purchase or sale of a futures contract may result in losses in excess of the amount invested.

Interest Rate, Credit Default and Total Return Swaps. Swap agreements are types of derivatives. The Partnership may enter into interest rate, credit default or total return swap transactions. Interest rate swaps involve the exchange by the Partnership with another party of their respective commitments to pay or receive interest (for example, an exchange of floating rate payments for fixed-rate payments). In interest rate swap transactions, there is a risk that yields will move in the direction opposite of the direction anticipated by the Partnership, which would cause the Partnership to make payments to its counterparty in the transaction that could adversely affect Partnership performance.

In a credit default swap transaction, the buyer of the swap receives credit protection, whereas the seller of the swap guarantees the credit worthiness of an entity. In addition to the risks applicable to swaps generally, credit default swap transactions involve special risks because they are difficult to value, are highly susceptible to liquidity and credit risk, and generally pay a return to the party that has paid the premium only in the event of an actual default by the issuer of the underlying obligation (as opposed to a credit downgrade or other indication of financial difficulty).

Total return swap transactions involve the exchange by the Partnership with another party to pay or receive the total return of a defined asset in return for receiving or paying a stream of cash flows. In total return swap transactions, there are the risks that the counterparty will default on its payment obligation to the Partnership in the transaction and that the Partnership will not be able to meet its obligations to the counterparty in the transaction.

Currency Risk. The value of the Partnership's assets may be affected favorably or unfavorably by the changes in currency rates and exchange control regulations. Some currency exchange costs may be incurred when the Partnership changes investments from one country to another. Currency exchange rates may fluctuate significantly over short periods of time. They generally are determined by the forces of supply and demand in the respective markets and the relative merits of investments in different countries, actual or perceived changes in interest rates and other complex factors, as seen from an international perspective.

Currency exchange rates can also be affected unpredictably by intervention by governments or central banks (or the failure to intervene) or by currency controls or political developments.

Illiquid Investments. Some securities to be invested in by the Partnership may be lightly traded or otherwise have markets of limited or no liquidity. Although liquidity will be an element of risk that the Adviser will endeavor to identify and control, there is no assurance it will be successful in doing so. Investing in securities with limited or no liquidity may impair the Fund's ability to dispose of such securities on a timely basis and therefore its ability to limit losses and realize gains. As there is no active trading market for these kinds of securities, the Fund may only be able to liquidate such positions at highly disadvantageous prices. Short sales of illiquid securities are particularly subject to the risk inherent in the difficulty of borrowing the securities needed to cover these positions.

Item 9 – Disciplinary Information

We are required to disclose all material facts regarding any legal or disciplinary events that would be material in evaluating the Adviser or the integrity of the Adviser's management. None of the Adviser's ownership or staff has been subject to any legal or disciplinary events.

Item 10 – Other Financial Industry Activities and Affiliations

Outside Business Activities

Neither the Adviser, nor any of its management persons is registered, or has an application pending to register as a broker-dealer, registered representative of a broker-dealer, commodity pool operator, commodity trading adviser or associated person with the foregoing entities. Beyond its own operations, neither the Adviser nor its staff has activity in the financial industry that merits mention.

The Adviser is the investment manager of the Partnership.

Affiliated Entities

Neither the Adviser, nor any of its management persons, have a relationship with any of the following:

1. broker-dealer, municipal securities dealer, or government securities dealer or broker;
2. other than the Partnership, an investment company or other pooled investment vehicle (including a mutual fund, closed-end investment company, unit investment trust, private investment company or "hedge fund," and offshore fund);
3. other investment adviser or financial planner;
4. futures commission merchant, commodity pool operator, or commodity trading adviser;
5. banking or thrift institution;
6. accountant or accounting firm;
7. lawyer or law firm;

8. insurance company or agency;
9. pension consultant; or
10. sponsor or syndicator of limited partnerships.

Conflicts of Interest

The Adviser does not recommend or select other investment advisers for the Partnership and does not receive compensation directly or indirectly from any advisers that create a material conflict of interest.

Item 11 – Code of Ethics

Pursuant to SEC Rule 204 A-1, the Adviser has adopted a code of ethics for all supervised persons of the Adviser describing its high standard of business conduct, and fiduciary duty to its Clients (the “Code of Ethics”). The Code of Ethics sets out ideals for integrity, objectivity, competence, fairness, confidentiality, professionalism and diligence for the Adviser and its employees to espouse in the interest of Client’s protection. The Code of Ethics focuses primarily on fiduciary duty, personal securities transactions, insider trading, gifts, and conflicts of interest. All employees of the Adviser are required to certify that they have read, understand and will comply with the Code of Ethics annually.

The Code of Ethics includes the Adviser’s policies and procedures developed to protect Clients’ and Limited Partners’ interests in relation to the following topics:

1. The duty at all times to place the interests of Clients first;
2. The requirement that all personal securities transactions be conducted in such a manner as to be consistent with the Code of Ethics.
3. The responsibility to avoid any actual or potential conflict of interest or misuse of an employee’s position of trust and responsibility;
4. The fiduciary principle that information concerning the identity of security holdings and financial circumstances of clients is confidential; and
5. The principle that independence in the investment decision-making process is paramount.

Limited Partners and any prospective investor may request a copy of the Adviser’s Code of Ethics by contacting Harpreet Singh Sihota.

Participation or Interest in Client Transactions

The Adviser serves as the investment manager to the Partnership, a private pooled investment vehicle. In the conduct of the Partnership’s business, conflicts may arise between the interests of the Adviser and those of the Partnership and Limited Partners. While the Adviser is accountable to the Partnership and Limited Partners as a fiduciary and, consequently, must exercise good faith and integrity in handling the Partnership’s business, investors should be aware of the potential for such conflicts of interest and their possible ramifications. The Adviser does not have an obligation to devote full-time service to the business of the Partnership. It is only required to devote as much time and attention to the affairs of the Partnership

as they decide is appropriate. Should the Adviser not devote appropriate time to the Partnership, it could be detrimental to the performance of the Partnership.

Additionally, the Adviser and/or its affiliated persons may invest in the same securities that are recommended to and/or purchased for the Clients. The Adviser and/or its affiliated persons do not recommend securities to the Clients in which the Adviser and/or its affiliated persons has a material financial interest. As a fiduciary to its Clients, the Adviser has adopted procedures designed to assure that the personal securities transactions, activities and interests of the Adviser and/or its affiliated persons will not interfere with the Adviser's ability to make investment decisions in the best interest of the Clients.

Personal Trading Practices

At times the Adviser and/or its principals may buy or sell – for their accounts – investment products identical to those purchased by the Partnership. This creates a conflict of interest due to the ability to transact ahead of client transactions. The Adviser has developed policies and procedures that govern principal's personal trading and reasonably designed to prevent the misuse of material non-public information by the Adviser or any access persons of the Adviser with regards to their personal securities transactions.

The Adviser and/or any of its affiliated persons will generally be “last in” and “last out” for the trading day when trading occurs in close proximity to Client trades. The Adviser will not violate its fiduciary responsibilities to the Clients and will act consistently with the Code of Ethics and the related the policies and procedures. Front running (trading shortly ahead of Clients) is prohibited. Should a conflict occur because of materiality (i.e. a thinly traded stock), disclosure will be made to the Clients at the time of trading. Incidental trading is not deemed to be a conflict (i.e. a purchase or sale which is minimal in relation to the total outstanding value, and as such would have negligible effect on the market price), and would not be disclosed at the time of trading.

Item 12 – Brokerage Practices

Selection of Custodians and Brokers

The Adviser executes all transactions for the Partnership through INTL FCStone Inc. (the “Prime Broker”). The Prime Broker is independent and unaffiliated, and a member of the Financial Industry Regulatory Authority (“FINRA”) and the Securities Investor Protection Corporation (“SIPC”).

The Prime Broker offers the Adviser the following clearing, custodial and record keeping services: (i) settlement of transactions; (ii) the transfer of record ownership of securities; (iii) the receipt and delivery of securities purchased, sold, borrowed and loaned; (iv) financing of transactions through margin loans and compliance with margin and maintenance requirements; (v) custody of securities and funds; (vi) tendering securities in connection with tender offers, mergers or other corporate reorganizations; and (vii) maintenance of accounts and records for each transaction.

In placing portfolio transactions, the Adviser seeks to obtain the best execution for the partnership, taking into account the following factors: the ability to effect prompt and reliable executions at favorable prices (including the applicable dealer spread or commission, if any); the operational efficiency with which transactions are effected, taking into account the size of order and difficulty of execution; the financial strength, integrity and stability of the broker and/or dealer; the Prime Broker's risk in positioning a block

of securities; the quality, comprehensiveness and frequency of available research services considered to be of value; and the competitiveness of commission rates or mark-ups in comparison with other brokers or dealers satisfying the Adviser's other selection criteria. While the Adviser may not always obtain the lowest commission rate, the Adviser believes the rate is reasonable in relation to the value of the brokerage and research services provided.

The Prime Broker will receive brokerage commissions and/or margin interest related to the securities transactions of the Partnership. The Adviser is not committed to continue its prime brokerage and custodial relationship with the Prime Broker, and may enter into prime brokerage and custodial relationships with other brokers. In the event that the Adviser changes its prime brokerage or custodial relationship, the Adviser will notify its Clients of such change.

Research and Other Soft Dollar Benefits

The Prime Broker offers products or services including software and other technology that provide access to the client account data (such as trade confirmations and account statements), facilitate trade execution (and allocation of aggregated trade orders for multiple client accounts), facilitate payment of any fees from the clients' accounts, and assist with back office functions, record keeping and client reporting. These services may be used to service all or a substantial number of client accounts, including accounts not maintained at the Prime Broker.

The Adviser may also receive services from the Prime Broker in connection with the management and development of the Adviser or the Partnership. These services may include website design and technology support. The Prime Broker also has arrangements with various product vendors, which enable the Adviser to purchase their products at a discount. These products may include such items as: client reporting and consolidated statement software; client communication software; client relationship management software; compliance assistance; and investment research.

The term "soft dollars" refers to the receipt by an investment adviser of products and services provided by brokers, without any cash payment by the investment adviser, based on the volume of brokerage commission revenues generated from securities transactions executed through those brokers on behalf of an investment adviser's clients. The Adviser does not intend to use soft dollars to pay for any products or services for the Partnership but reserves the right to do so in the future upon notice to Investors. Section 28(e) of the Securities Exchange Act of 1934, as amended, contains a safe harbor from the relevant restrictions that is available if soft dollars are used only for brokerage services and internally-developed research. The Adviser may intend to use "soft dollars" only in connection with its receipt of products and/or services that would constitute "research" and/or "brokerage" within the meaning of Section 28(e) of the Exchange Act.

Although benefits received from the Prime Broker in the form of research services that include reports, software, and institutional trading support may be considered "soft dollar" compensation, such benefits may be within the safe harbor of Section 28(e) of the Exchange Act.

Brokerage for Client Referrals

The Adviser may direct some Partnership brokerage business to brokers who refer Investors to the Partnership. Because such referrals, if any, are likely to benefit the Adviser but will provide an insignificant (if any) benefit to Limited Partners, the Adviser will have a conflict of interest with the Partnership when allocating Partnership brokerage business to a broker who has referred Investors to the Partnership. To

prevent Partnership brokerage commissions from being used to pay referral fees, the Adviser will not allocate Partnership brokerage business to a referring broker unless the Adviser determines in good faith that the commissions payable to such broker are reasonable in relation to those available from nonreferring brokers offering services of substantially equal value to the Partnership.

Although the Adviser does not currently sell Interests of the Partnership, through broker-dealers, placement agents and other persons, the Adviser in the future may sell Interests through broker-dealers, placement agents and other persons and pay a marketing fee or commission in connection with such activities, including ongoing payments, at the General Partner's expense.

Directed Brokerage

The Adviser does not allow investors to direct brokerage to a specified broker-dealer, as all investor trades will be executed through the Prime Broker or any other broker-dealer chosen by the Adviser. As previously stated, neither the Adviser, nor its principal, are affiliated with the Prime Broker. Since currently the Adviser only uses one broker-dealer, Clients may pay higher transaction fees than the rates available through other broker-dealers.

Trade Aggregation

The Adviser may aggregate purchase and sale orders of securities held by the Partnership with similar orders being made simultaneously for other accounts or entities if, in the Adviser's reasonable judgment, such aggregation is reasonably likely to result in an overall economic benefit to the Partnership based on an evaluation that the Partnership will be benefited by relatively better purchase or sale prices, lower commission expenses or beneficial timing of transactions, or a combination of these and other factors. In many instances, the purchase or sale of securities for the Partnership is affected simultaneously with the purchase or sale of like securities for other accounts or entities. Such transactions may be made at slightly different prices, due to the volume of securities purchased or sold. In such event, the average price of all securities purchased or sold in such transactions may be determined, at the Adviser's sole discretion, and the Partnership may be charged or credited, as the case may be, with the average transaction price.

Item 13 – Review of Accounts

The Adviser will review Partnership investments on behalf of Limited Partners on a regular basis, no less than quarterly. Additional reviews may be triggered by investment purchase or sale decisions, account rebalancing, actual or anticipated significant cash flows into or out of an account, changes in investment objectives, and changes involving the companies in which the investments were purchased. These reviews include a review of the underlying companies in which investments are made. Such reviews will be conducted by Mr. Matthew Tarver, a portfolio manager of the Adviser.

The Adviser will provide quarterly statements and reports to the Limited Partners. Quarterly reports provide Limited Partners with information regarding returns and capital account balance. Quarterly reports review fund performance and detail fund investments. All reports to Clients and Limited Partners are written but may be sent electronically.

Item 14 – Client Referrals and Other Compensation

The Adviser does not receive any compensation from third parties in exchange for providing investment advice or other advisory services to its clients, including the Partnership.

It is the Adviser may not to compensate Clients for referring potential clients to the Adviser, because the Client would be considered a solicitor and would have to satisfy requirements under Rule 206(4)-3 of the Investment Advisers Act of 1940, as amended or similar state rules regarding solicitation arrangements before a cash referral fee could be paid to them.

However, FINRA registered broker-dealers and placement agents may be compensated for referring potential investors to the Partnership. Payment of commissions to licensed broker-dealers or placement agents will be made by the General Partner. Paying third-parties for soliciting Limited Partners creates a conflict of interest as the Partnership provides a financial incentive that may influence those third parties to recommend the Partnership.

Item 15 – Custody

The Adviser serves as the investment Adviser to the Partnership. As such, the Adviser is deemed to have custody over this Partnership because it has access to the Partnership's funds and securities. The Adviser provides quarterly reports to Limited Partners as stated in Item 13 above.

Limited Partners will receive account statements at least quarterly from the Prime Broker, qualified custodian, or fund administrator. Limited Partners are urged to compare custodial account statements for accuracy. Minor variations may occur because of reporting dates, accrual methods of interest and dividends, and other factors. The custodial statement is the official record of the Limited Partner's account for tax purposes.

The Partnership provides each Limited Partner in the Partnership with audited financial statements on an annual basis. If Limited Partners have questions regarding the financial statements or if investors in the Partnership have not received a copy of the financial statements, they may contact the Adviser at the contact information provided on the first page of this Brochure.

Item 16 – Investment Discretion

The Adviser manages the Partnership's funds and securities on a discretionary basis. Discretionary authority allows the Adviser to decide on the specific types of securities, the quantity of securities, the broker-dealer to be used and the commission rates to be paid for client accounts without obtaining preapproval for each transaction. Due to the nature of the Adviser's business, clients are not allowed to limit the Adviser's discretionary authority.

Item 17 – Voting Client Securities

The General Partner will vote proxies for securities held in the Partnership's account. The General Partner will determine to vote proxies within the fiduciary duty that the General Partner owes to each Client. The Adviser is authorized and directed to instruct the Custodian to forward promptly to the General Partner copies of all proxies and shareholder communications relating to securities held in the Partnership's account (other than materials relating to legal proceedings).

The General Partner will determine how to vote proxies based on its reasonable judgment that is in the best interest of the Partnership. This may include abstaining from voting. Proxy votes generally will be cast in favor of proposals that maintain or strengthen the shared interests of shareholders and management, increase shareholder value, maintain or increase shareholder influence over the issuer's board of directors and management, and maintain or increase the rights of shareholders. Generally, proxy votes will be cast against proposals having the opposite effect. However, the General Partner will consider both sides of each

proxy issue. Clients are not able to instruct us on how to vote on any particular proxy, however Clients may, upon request, obtain a copy of proxy voting policies and procedures and information on how proxies were voted by contacting the Adviser at the contact information provided on the first page of this Brochure.

Item 18 – Financial Information

The Adviser does not require or solicit prepayment of more than \$500 in fees per client, six months or more in advance.

The Adviser through the General Partner will provide annual audited financial statements, quarterly statements, and quarterly letters to the Limited Partners. Quarterly statements will provide Limited Partners with information regarding returns and capital account balance. Quarterly letters will review fund performance during the fiscal quarter. These reports are written but may be sent electronically to Limited Partner.

The Adviser does not have reportable financial disclosures – i.e., disclosures in which the Adviser's financial condition would impair the Adviser's ability to meet contractual commitments to clients.

Neither the Adviser nor any related persons to the Adviser have been the subject of a bankruptcy petition.

Item 19 – Requirements for State-Registered Advisers

- A. The Adviser is owned and managed by, Harpreet Singh Sihota, Florentine Catudan, and Matthew Tarver, the portfolio managers.

1. Harpreet Singh Sihota (42).

Mr. Sihota joins the Adviser and General Partner as a manager with current tenure as the founder and president and chief executive officer of R.O.C. Global Mining Corp. ("R.O.C. Global") a gold mining firm in Ghana Africa, since 2010. With R.O.C. Global, Mr. Sihota developed an extensive international database of precious metal buyers and international currency investors. Prior to R.O.C. Global, Mr. Sihota worked as an investment advisor for RBC Dominion Securities from 2007 to 2010 and Canaccord Capital from 2005 to 2007. Prior to Canaccord Capital, he was a currency trader for Olympia Trust Canada from 2001 to 2005.

Mr. Sihota holds a Bachelor of Arts degree in Business Administration from CDI college in Canada, which he received in 2000.

2. Florentine Catudan (54).

Mr. Catudan serves as a manager of the Adviser and General Partner. Mr. Catudan's responsibilities for the Adviser include all non-investment related activities including accounting, compliance, human resources and operations. Concurrently, Mr. Catudan serves as a sales representative and logistic operations manager for R.O.C. Global in precious gold metals since 2015. Prior to R.O.C. Global, Mr. Catudan, served as the primary care giver for his disabled father, a US Army Vietnam War Veteran, from 2009 to 2016. Previously, Mr. Catudan worked as a wholesale and retail loan representative with World Savings, Countrywide and Prime Lending from 2001 to 2009.

Mr. Catudan holds a Master of Business Administration degree from Phoenix University, which he received in 2001 and a Bachelor of Arts degree in communications California State University, Sacramento, which he received in 1989.

3. Matthew Tarver (29).

Mr. Tarver serves as chief investment officer of the Adviser and manage of the General Partner. Mr. Tarver's responsibilities are to understand, manage, and monitor the Adviser's portfolio of assets, devise strategies for growth and act as the liaison with investors. Concurrently, Mr. Tarver serves as the founder and managing director for Tarver Capital which he started in 2017, developing relationships within the venture capital and private equity industry. Before founding Tarver Capital, Mr. Tarver served as a capital project manager for Albemarle Corp, from 2013 to 2017.

Mr. Tarver holds a Bachelor of Science degree in Mechanical Engineering and a minor in Business Administration from Louisiana Tech University, which he received in 2013,

B. Performance Based Fees. Please refer to the "Performance-Based Fees and Side-By-Side Management - Item 6" section on page 7 of this document for information about performance-based fees.

C. Disciplinary Information. Neither the Adviser nor its management persons have been involved in any of the following events:

1. An award or otherwise being found liable in an arbitration claim alleging damages in excess of \$2,500, involving any of the following:

- (a) an investment or an investment-related business or activity;
- (b) fraud, false statement(s), or omissions;
- (c) theft, embezzlement, or other wrongful taking of property;
- (d) bribery, forgery, counterfeiting, or extortion; or
- (e) dishonest, unfair, or unethical practices.

2. An award or otherwise being found liable in a civil, self-regulatory organization, or administrative proceeding involving any of the following:

- (a) an investment or an investment-related business or activity;
- (b) fraud, false statement(s), or omissions;
- (c) theft, embezzlement, or other wrongful taking of property;
- (d) bribery, forgery, counterfeiting, or extortion; or
- (e) dishonest, unfair, or unethical practices.

D. Other Relationships or Arrangements with Issuers of Securities. Other than Mr. Sihota, Mr. Catudan and Mr. Tarver being members in the Adviser and General Partner, our related persons do not have any relationships or arrangements with any other issuer of securities.

Miscellaneous

Confidentiality

The Adviser views protecting its Clients' private information as a top priority and, pursuant to the requirements of the Gramm-Leach-Bliley Act, the Adviser has instituted policies and procedures to ensure that client information is kept private and secure.

The Adviser does not disclose any nonpublic personal information about its Clients or former Clients to any nonaffiliated third parties, except as permitted by law. In the course of servicing a Client's account, the Adviser may share some information with its service providers, such as transfer agents, custodians, broker/dealers, accountants, and lawyers.

The Adviser restricts internal access to nonpublic personal information about its Clients to those employees who need to know that information in order to provide products or services to the Client. The Adviser maintains physical and procedural safeguards that comply with state and federal standards to guard a Client's nonpublic personal information and ensure its integrity and confidentiality.

As emphasized above, it has always been and will always be the Adviser's policy never to sell information about current or former Clients or their accounts to anyone. It is also the Adviser's policy not to share information unless required to process a transaction, at the request of the Client, or as required by law.

A copy of the Adviser's privacy policy notice will be provided to each Client prior to, or contemporaneously with, the execution of the advisory agreement and to each Limited Partner prior to, or contemporaneously with, the execution of any subscription documents. Thereafter, the Adviser will deliver a copy of the current privacy policy notice to its Clients and Limited Partners on an annual basis. If you have any questions on this policy, please contact Harpreet Singh Sihota at (310) 307-4755 or email him at harp@sohancapitalcorp.com.

Exhibit A
Form ADV Part 2b

Brochure Supplement
Harpreet Singh Sihota
Florentine Catudan
Matthew Tarver

Item 1 - Cover Page

Harpreet Singh Sihota , Manager

Sohan Capital, LLC

10880 Wilshire Boulevard, Suite 1101
Los Angeles, California 90024
(310) 307-4755

This Brochure Supplement dated March 5, 2020 provides information about Harpreet Singh Sihota, Florentine Catudan, and Matthew Tarver that supplements Sohan Capital, LLC's Brochure. A copy of that brochure precedes this supplement. Please contact Harpreet Singh Sihota, President and Chief Executive Officer, if Sohan Capital, LLC's Disclosure Brochure is not included with this supplement or if you have any questions about the contents of this supplement.

Additional information about Harpreet Singh Sihota, Florentine Catudan, and Matthew Tarver is available on the SEC's website at www.adviserinfo.sec.gov. The CRD number for Mr. Sihota is 7237989, Mr. Catudan is 7237792 and Mr. Tarver is 6904503.

Item 2 - Educational Background and Business Experience

- A. Harpreet Singh Sihota (42), President and Chief Executive Officer of Sohan Capital, LLC

Business and Educational Background

Harpreet Singh Sihota joins the Adviser and Sohan Capital Partners, LLC (the "General Partner") as a manager with current tenure as the founder and president and chief executive officer of R.O.C. Global Mining Corp. ("R.O.C. Global") a gold mining firm in Ghana Africa, since 2010. With R.O.C. Global, Mr. Sihota developed an extensive international database of precious metal buyers and international currency investors. Prior to R.O.C. Global, Mr. Sihota worked as an investment advisor for RBC Dominion Securities from 2007 to 2010 and Canaccord Capital from 2005 to 2007. Prior to Canaccord Capital, he was a currency trader for Olympia Trust Canada from 2001 to 2005.

Mr. Sihota holds a Bachelor of Arts degree in Business Administration from CDI college in Canada, which he received in 2000.

B. Florentine Catudan (54), Manager of Sohan Capital, LLC

Business and Educational Background

Florentine Catudan serves as a manager of the Adviser and General Partner. Mr. Catudan's responsibilities for the Adviser include all non-investment related activities including accounting, compliance, human resources and operations. Concurrently, Mr. Catudan serves as a sales representative and logistic operations manager for R.O.C. Global in precious gold metals since 2015. Prior to R.O.C. Global, Mr. Catudan, served as the primary care giver for his disabled father, a US Army Vietnam War Veteran, from 2009 to 2016. Previously, Mr. Catudan worked as a wholesale and retail loan representative with World Savings, Countrywide and Prime Lending from 2001 to 2009.

Mr. Catudan holds a Master of Business Administration degree from Phoenix University, which he received in 2001 and a Bachelor of Arts degree in communications California State University, Sacramento, which he received in 1989.

C. Matthew Tarver (29), Chief Investment Officer of Sohan Capital, LLC

Business and Educational Background

Matthew Tarver serves as chief investment officer of the Adviser and manage of the General Partner. Mr. Tarver's responsibilities are to understand, manage, and monitor the Adviser's portfolio of assets, devise strategies for growth and act as the liaison with investors. Concurrently, Mr. Tarver serves as the founder and managing director for Tarver Capital which he started in 2017, developing relationships within the venture capital and private equity industry. Before founding Tarver Capital, Mr. Tarver served as a capital project manager for Albemarle Corp, from 2013 to 2017.

Mr. Tarver holds a Bachelor of Science degree in Mechanical Engineering and a minor in Business Administration from Louisiana Tech University, which he received in 2013.

Item 3 - Disciplinary Information

Registered investment advisers are required to disclose all material facts regarding any legal or disciplinary events that would be material to your evaluation of each supervised person providing investment advice. Harpreet Singh Sihota, Florentine Catudan, and Matthew Tarver have not had any legal or disciplinary events in his past. Clients and prospective clients can view the CRD record (registration records) for Harpreet Singh Sihota, Florentine Catudan, and Matthew Tarver through the SEC's Investment Adviser Public Disclosure (IAPD) website at www.adviserinfo.se.gov or FINRA's BrokerCheck database online at www.finra.org/brokercheck. The CRD number for Mr. Sihota is 7237989, Mr. Catudan is 7237792 and Mr. Tarver is 6904503

Item 4 - Other Business Activities

Mr. Sihota is the founder, president and chief executive officer in R.O.C. Global Mining Corp. ("R.O.C. Global"), a gold mining firm in Ghana Africa. Mr. Sihota is involved in the day-to-day operations of R.O.C. Global and spends a significant amount of time in the affairs of R.O.C. Global.

Mr. Catudan is a sales representative and logistic operations manager for R.O.C. Global. Mr. Catudan is involved in the day-to-day operations of R.O.C. Global and spends a significant amount of time in the affairs of R.O.C. Global.

Mr. Tarver is the founder and managing director for Tarver Capital, a venture capital firm. Mr. Tarver is involved in the day-to-day operations of Tarver Capital and spends a significant amount of time in the affairs of Tarver Capital developing relationships within the venture capital and private equity industry.

Item 5 - Additional Compensation

Mr. Sihota, Mr. Catudan and Mr. Tarver do not receive any additional compensation from non-clients for providing advisory services.

Item 6 - Supervision

Mr. Sihota is responsible for the monitoring all of the operations of the Adviser and overseeing all of management personnel and other supervisory reviews. Mr. Catudan is the chief compliance officer of the Adviser. In this capacity, Mr. Catudan is responsible for the implementation of the Adviser's compliance program. Mr. Tarver is responsibility for monitoring all of Client portfolios for investment objectives.

The Adviser has implemented a Code of Ethics and an internal compliance program that guides each principal in meeting their fiduciary obligations to Clients. Mr. Sihota, Mr. Catudan, and Mr. Tarver adhere themselves to the Adviser's Code of Ethics and compliance manual as mandated. Clients may contact Mr. Sihota at the phone number listed on the cover of this Brochure Supplement, to obtain a copy of the Adviser's Code of Ethics.

Additionally, the Adviser is subject to regulatory oversight by various agencies. These agencies require registration by the Adviser and its employees. As a registered entity, the Adviser is subject to examinations by regulators, which may be announced or unannounced. The Adviser is required to periodically update the information provided to these agencies and to provide various reports regarding the Adviser's business and assets under management.

Item 7 - Requirements for State-Registered Advisers

The Adviser would be required to disclose additional information for Mr. Sihota, Mr. Catudan, and Mr. Tarver and if they had ever been the subject of a bankruptcy petition or ever been found liable in either: (a) an arbitration; or (b) a civil, self-regulatory organization, or administrative proceeding. As none of these apply to Mr. Sihota, Mr. Catudan, and Mr. Tarver, the Adviser has no information to disclose in this regard.