

**Form ADV Part 2A - Firm Brochure**  
**Item 1: Cover Page**

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May 14, 2020

This brochure provides information about the qualifications and business practices of BluePointe Capital Management, LLC ("BPCM," "BluePointe Capital," "we," "our," "our firm" or "the firm"). If you have any questions about the contents of this brochure, please contact us at 650-293-4545 or [laura@bluepointecapital.com](mailto:laura@bluepointecapital.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 BluePointe Capital Management, LLC also is available on the SEC's website at [www.adviserinfo.sec.gov](http://www.adviserinfo.sec.gov). You can search this site by a unique identifying number, known as a CRD number. Our firm's CRD number is 140262.

## Item 2: Material Changes

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### *Summary of Material Changes*

This Brochure contains updated information about BluePointe Capital Management, LLC's (referred to herein as "BPCM," "BluePointe Capital," "Firm," "Company" or "Adviser," "we," "our," "our firm" or "the firm") business since the last annual update dated March 21, 2019. This section of the Brochure will address only those "material changes" that have been incorporated since the last annual delivery of this document on the SEC's public disclosure website (IAPD). The Material Changes section of this brochure will be updated annually or when material changes occur since the previous release of the Firm Brochure. BluePointe Capital wants to make you aware of the following material changes:

- We have expanded the disclosure in Item 8 - Methods of Analysis, Investment Strategies and Risk of Loss to reflect additional risks and conflicts related to BluePointe Capital. In addition, we updated our regulatory assets under management in Item 4, as well as Item 5 to reflect additional advisory conflicts related to BluePointe Capital.

Additional information about BluePointe Capital is also available via the SEC's web site [www.adviserinfo.sec.gov](http://www.adviserinfo.sec.gov). The SEC's web site also provides information about any persons affiliated with BluePointe Capital who would be required to be notice filed as investment adviser representatives of BluePointe Capital. If you would like another copy of this Brochure, please download it from the SEC Website as indicated above or you may contact our CCO Laura Braverman at 650-293-4545. We encourage you to read this document in its entirety.

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## Item 4: Advisory Business

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BPCM is a SEC-registered investment adviser with its principal place of business located in California. BPCM began conducting business in 2006.

Sanjeev Sardana, Chief Executive Officer is the firm's principal owners (i.e., those individuals and/or entities controlling 25% or more of this company). BPCM provides investment management and consulting services to:

- Individuals
- High Net Worth Individuals
- Charitable organizations
- Trusts and estates
- Corporations or other businesses not listed above

### INVESTMENT MANAGEMENT SERVICES

BPCM provides continuous advice to a client regarding the investment of client funds based on the individual needs of the client. After reviewing each client's financial circumstances and determining each client's goals and objectives, we create and manage a portfolio based on those goals and objectives. Clients may impose reasonable restrictions on investing in certain securities, types of securities, or industry sectors. Our investment recommendations are not limited to any specific product or service offered by a broker-dealer or insurance company. We will manage accounts on either a discretionary or non-discretionary basis. Based on the client's needs, portfolios may include:

- Exchange-listed securities
- Securities traded over-the-counter
- Foreign issuers
- Warrants
- Corporate debt securities (other than commercial paper)
- Commercial paper
- Certificates of deposit
- Municipal securities
- Mutual fund shares
- Exchange-traded funds ("ETFs")
- United States governmental securities
- Options contracts on securities
- Interests in partnerships investing in real estate
- Interests in partnerships investing in oil and gas interests
- Interests in private equity, venture capital funds, private companies
- Hedge funds
- Cash or cash equivalents

Because some types of investments involve certain additional degrees of risk, they will only be implemented/recommended when consistent with the client's stated investment objectives, tolerance for risk, liquidity and suitability.

Where appropriate, BPCM also recommends the use of independent investment manager(s) ("Independent Manager(s)") to manage certain types of investments in the client's portfolio. We will monitor and review

the performance of the recommended Independent Managers. Before making a recommendation, we consider each Independent Manager's:

- Management style
- Performance
- Reputation
- Financial strength
- Reporting
- Pricing
- Research

BPCM also may render non-discretionary investment management services to clients relative to their individual employer-sponsored retirement plans. In so doing, BPCM either directs or recommends the allocation of client assets among the various security subdivisions that comprise the retirement plan. The client assets shall be maintained at the custodian designated by the sponsor of the client's retirement plan.

BPCM managed \$225,604,706 on a discretionary basis and \$265,548,282 on a non-discretionary basis as of December 31, 2019.

## **CONSULTING SERVICES**

Clients may also receive investment advice on a more focused basis. We provide specific consultation and administrative services regarding investment and financial concerns of the client. We will consult on insurance matters, including any underlying securities. Consulting recommendations are not limited to any specific product or service offered by a broker-dealer or insurance company.

## **POOLED INVESTMENT VEHICLES**

BPCM is the manager of BluePointe Private Equity Partners, LLC; a Delaware limited liability company ("BluePointe PE Fund"). BPCM formed BluePointe PE Fund as a fund of funds to provide its clients and certain other qualified investors with access to a diversified portfolio of private equity investments and private real estate investments through investment in a group of professionally managed investment funds. The objective of the fund is to generate significant, long-term capital appreciation for the fund's investors. The fund is a closed investment vehicle and is currently not accepting new subscriptions.

BPCM is the manager of BluePointe Distressed Credit Fund, LLC; a Delaware limited liability company ("BluePointe DC Fund"). BPCM formed BluePointe DC Fund in order to provide its clients and certain other qualified investors with access to Colony Distressed Credit Fund II, L.P., a Delaware limited partnership ("CDCF II"). The objective of this fund is to generate current income and long term capital appreciation for the fund's investors. BluePointe DC Fund has been organized to invest substantially all of its capital in a limited partnership interest or interests in CDCF II. CDCF II will seek investments in, and active management of, a diversified investment portfolio of performing, sub-performing and nonperforming commercial mortgage loans and other attractively priced real estate-related debt investments. The fund is a closed investment vehicle and is currently not accepting new subscriptions.

BluePointe Ventures, LLC ("BPV") is a Delaware limited liability company that is owned by Sandeep Sardana and Sanjeev Sardana. BPV acts as the investment manager to pooled investment vehicles structured as limited liability companies (each referred to in this Brochure as a "BPV Fund") and is responsible for all investment decisions by and investment activities of the BPV Funds. BPV is also responsible for the day-

to-day operations of the BPV Funds. Sandeep Sardana is primarily responsible for the BPV Funds' investment activities and acts as the Managing Director of BPV and investment manager to the BPV Funds. Sanjeev Sardana acts as the Chairman of BPV and provides general oversight and fundraising for the BPV Funds. Because BPV is "operationally integrated" with BPCM, BPCM will be responsible for the reporting of the BPV Funds as private funds on its regulatory filings and in this disclosure brochure. Because of his ownership in BPV, Sanjeev Sardana is entitled to receive a pro rata share of the special profit allocation payable to BPV by the BPV Funds. Some BPV funds are structured so that Sanjeev Sardana, Prashant Kalidindi and BPCM as a firm are entitled to receive a special profit allocation payable by the BPV Funds as outlined in the applicable limited partnership agreement. BPCM, including Sanjeev Sardana and Prashant Kalidindi therefore have an incentive to encourage clients to invest in the BPV Funds, which could be viewed as a conflict of interest between BPCM and its clients. For BPV Fund investments by BPCM advisory clients, the client will not directly pay an advisory fee to BPCM for their investment in BPV Funds, however for some BPV Funds, a portion of the management fee received by BPV will be paid to BPCM. Furthermore, there is a possibility that certain vendors, funds or fund managers in which BPCM directs investments in could be investors in BPV Funds. While BPCM is motivated to maximize returns and minimize risk for its clients, the foregoing factors could have an impact on BPCM's objectivity as it relates to affiliated funds and could be a factor considered by BPCM in choosing among the various investment alternatives otherwise available to its clients. To mitigate this conflict, BPCM recognizes its fiduciary duty to its advisory clients and puts the clients' interests first. BPCM has an investment committee process in place by which it makes a determination as to investments and managers it recommends to its clients for investment. All such decisions must follow these procedures regardless of compensation structure or conflicts.

BPCM is the investment sub-advisor of BluePointe Insurance Dedicated Fund of the SALI Multi-Series Fund, L.P. ("BluePointe ID Fund"); a Delaware Limited Partnership. The investment objectives of the BluePointe ID Fund are (i) to achieve absolute returns on a risk-oriented basis; and (ii) to generate returns through a sophisticated multi-manager strategy while attempting to control risk. The emphasis will include all sectors of publicly traded United States equities, foreign securities, options, convertible securities, debt securities, and all other types of securities and securities of privately held companies and private funds.

## **Item 5: Fees and Compensation**

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### **INVESTMENT MANAGEMENT SERVICES**

In consideration for BluePointe Capital's advisory and other services, BluePointe Capital and/or certain of its affiliates generally are entitled to receive management fees, and may receive performance allocations, with respect to the Funds. While the fees and compensation applicable to each Fund are described in detail in the applicable governing documents, side letters and/or fee agreements, an overview of BluePointe Capital's basic fee schedule is summarized below. A potential investor should read and review all governing documents in their entirety before making any investment decisions.

### **ASSET-BASED FEES**

BPCM shall charge an annual fee based upon a percentage of the market value of the assets being managed by BPCM. BPCM's annual fee shall be prorated and charged quarterly, in advance, based upon the market value of the assets on the last day of the previous quarter. The annual fee shall vary depending upon the market value of the assets under management as follows:

<u>Portfolio Value</u>	<u>Annual Fee</u>
Up to \$1,000,000	1.5% or minimum fee of \$10,000
\$1,000,000 to \$24,999,999	1.00%
\$25,000,000 to \$49,999,999	0.85%
\$50,000,000 to \$74,999,999	0.75%
\$75,000,000 to \$99,999,999	0.50%

Exceptions to the fee schedule may be made with approval of management.

Advisory fees may be directly debited from client accounts or paid by check, Paypal, ACH or wire transfer.

### **FLAT FEES**

Flat fees are negotiated with each client and will be billed quarterly, in advance, at a fixed annual rate based upon the nature and complexity of the investments and type of services provided. In the event the client terminates BPCM's investment advisory services, the balance of BPCM's unearned fees (if any) shall be refunded to the client.

### **ACCOUNT MINIMUMS AND MINIMUM FEES**

BPCM does not impose an account minimum for starting or maintaining an Investment Management account. However, BPCM generally imposes a minimum annual fee of \$10,000.00 for its investment management services. This minimum fee may have the effect of making BPCM's service impractical for clients, particularly those with portfolios less than \$666,666 under BPCM's management. BPCM, in our sole discretion, may negotiate to waive the account minimum and/or charge a different minimum fee or management fee, or no minimum fee or management fee, based upon certain criteria (i.e., anticipated future earning capacity, anticipated future additional assets, dollar amount of assets to be managed, related accounts, account composition, pre-existing client, account retention, pro bono activities).

### **ADDITIONS & WITHDRAWALS**

The client may make additions to and withdrawals from the account at any time, subject to BPCM's right to terminate an account. If assets are deposited into an account after the inception of a quarter that exceed \$250,000, the fee payable with respect to such assets will be prorated based on the number of days remaining in the quarter. Clients may withdraw account assets on notice to BPCM, subject to the usual and customary securities settlement procedures. For partial withdrawals in excess of \$250,000 within a billing period, BPCM shall credit its unearned fee towards the next quarter's fee. However, BPCM designs its portfolios as long-term investments and assets withdrawals may impair the achievement of a client's investment objectives.

For the initial quarter of investment management services, the first quarter's fees shall be calculated on a pro rata basis. The Agreement between BPCM and the client will continue in effect until terminated by

either party pursuant to the terms of the Agreement. BPCM's annual fee shall be prorated through the date of termination and any remaining balance shall be charged or refunded to the client, as appropriate, in a timely manner. Additions may be in cash or securities provided that BPCM reserves the right to liquidate any transferred securities or decline to accept particular securities into a client's account. BPCM may consult with its clients about the options and ramifications of transferring securities. However, clients are advised that when transferred securities are liquidated, they are subject to transaction fees, fees assessed at the mutual fund level (i.e. contingent deferred sales charge) and/or tax ramifications.

## **INDEPENDENT MANAGERS**

As noted in Item 4, BPCM may recommend that clients use Independent Managers for a portion of their assets. These Independent Managers may be available to the client directly or through a wrap fee program. The investment management fees charged by the Independent Manager(s), together with the fees charged by the wrap fee program sponsor and corresponding designated broker-dealer/ custodian of the client's assets, may be exclusive of, and in addition to, BPCM's investment advisory fee set forth above.

Certain Independent Manager(s) impose more restrictive account requirements and varying billing practices than BPCM. In such instances, BPCM may alter our corresponding account requirements and/or billing practices to accommodate those of the Independent Manager(s) or wrap fee program sponsor.

Certain Independent Manager(s) pay BPCM for referring the client. Please refer to Item 10 of this Brochure for more information on this practice and on the potential conflict of interest this poses.

## **CONSULTING SERVICES**

Consulting fees are negotiated with each client and will be billed at an hourly rate or charged a fixed fee based upon the nature and complexity of the project. Generally, BPCM requires one-half of the consulting fee (estimated hourly or fixed) payable upon entering the written agreement. The balance is generally due upon completion of the agreed upon services, which will be completed within six months of the project's inception. Either party may terminate the agreement by written notice to the other. In the event the client terminates BPCM's consulting services, the balance of BPCM's unearned fees (if any) shall be refunded to the client. If termination occurs within five business days of entering into an agreement for such services the client shall be entitled to a full refund.

## **POOLED INVESTMENT VEHICLES**

**Management Fees:** In consideration for its advisory services to the Private Funds, BluePointe Capital receives a "Management Fee" from each respective Private Fund. The specific payment terms and other conditions of the Management Fees available to BluePointe Capital are set forth in the applicable Private Fund's governing documents, side letters and/or fee agreements. The Management Fees are generally a percent of the Private Funds' investors aggregate capital commitments or a percent of the Private Funds' total invested capital, on the appraisal date, payable quarterly or monthly in arrears or in advance. Management Fees are generally paid to BluePointe Capital in one of two ways: by deducting such fees from the applicable Private Fund or directly billing the Private Fund. Upon the termination of BluePointe Capital's Investment Management Agreement with a Private Fund, BluePointe Capital will refund to the Private Fund the pro-rated portion of any Management Fee already received by the Private Fund for the period following the effective date of such termination.

BluePointe Capital may, in its sole discretion, waive all or any portion of the Management Fee with respect



to any investor.

Investors in the BluePointe PE Fund will be charged an annual management fee in accordance with the fee schedule set forth in the Confidential Private Offering Memorandum of BluePointe PE Fund. Investors in BluePointe PE Fund who are also advisory clients of BPCM will not be charged an advisory fee by BPCM on assets invested in this fund and will only pay fees in accordance with a fee schedule set forth in the Confidential Private Offering Memorandum of the BluePointe PE Fund.

Investors in BluePointe DC Fund will be charged an annual management fee in accordance with the fee schedule set forth in the Confidential Private Offering Memorandum of BluePointe DC Fund. Investors in the BluePointe DC Fund who are also advisory clients of BPCM will not be charged an advisory fee by BPCM on assets invested in this fund and will only pay fees in accordance with a fee schedule set forth in the Confidential Private Offering Memorandum of BluePointe DC Fund.

Investors in the BluePointe ID Fund will be charged an annual management fee in accordance with the fee schedule set forth in the Confidential Private Offering Memorandum of BluePointe ID Fund. Investors in the BluePointe ID Fund who were also advisory clients of BPCM will not be charged an advisory fee by BPCM on assets invested in this fund and will only pay fees in accordance with a fee schedule set forth in the Confidential Private Offering Memorandum of BluePointe ID Fund.

Investors in the BPV Funds will be charged an annual management fee in accordance with the fee schedule set forth in the Confidential Private Offering Memorandums of each of the BPV Funds. Investors in the BPV Funds who are also advisory clients of BPCM will not be charged an advisory fee by BPCM on assets invested in these funds and will only pay fees in accordance with a fee schedule set forth in the Confidential Private Offering Memorandum of each BPV Fund. For some BPV Fund investments by BPCM advisory clients, BPV will reimburse BPCM from BPV's management fees for fees that otherwise would have been earned by BPCM for advisory, and for some BPV Funds, Sanjeev Sardana, Prashant Kalidindi and BPCM as a firm are entitled to receive a special profit allocation payable by the BPV Funds as outlined in the applicable limited partnership agreement.

### *Expenses*

The Partnership will be responsible for and will pay (or reimburse the General Partner) for reasonable expenses incurred in connection with the business of the Partnership, including, without limitation: (a) all expenses of organizing, starting-up and closing the Partnership and offering the Units to potential investors, including legal, accounting, filing, capital raising, offering, placement and other expenses (b) all costs and expenses relating to the activities of the Partnership (to the extent not reimbursed by a Partnership portfolio investment), including the Management Fee, legal, auditing, consulting, travel, hiring of contractors, accounting (including expenses associated with the preparation of Partnership financial statements, tax returns and K-1s), insurance and expenses associated with the identification, evaluation, acquisition, holding, valuation and disposition of Partnership investments, all expenses in connection with transactions not consummated, and extraordinary expenses (such as litigation, if any).

BluePointe Capital bears its own operating, general, administrative and overhead costs and expenses.

### *Other Fees and Expenses*

Organizational Expenses: In general, each Client, subject to its governing documents, will typically pay or otherwise bear its organizational expenses, subject to a specified expense cap which may vary from Client to Client. Any organizational expenses in excess of the specified expense cap will be borne by the applicable

General Partner (or its equivalent) or offset against Management Fees. Such organizational expenses generally may include legal, accounting, filing, capital raising, placement agent fees, travel, accommodation, meal and other similar fees, costs and other expenses (collectively, the “Organizational Expenses”).

**Operating Expenses:** In general, each Client, subject to its governing documents, will typically pay or otherwise bear all of the direct and indirect fees, costs, expenses and other liabilities or obligations resulting from or arising in connection with its operations (collectively, the “Operating Expenses”). The Operating Expenses of a particular Client are set forth in its governing documents and/or through side letters and may include, without limitation, the following fees, costs and expenses related to or arising from: investment expenses (i.e., expenses that BluePointe Capital reasonably determines to be related to the acquisition, holding and disposition of the Client’s assets, such as due diligence expenses, brokerage fees and commissions, expenses relating to clearing and settlement charges, custodial fees, bank service fees, interest expenses, taxes and expenses related to proposed investments that are not consummated), investment-related travel expenses, insurance expenses, legal expenses, professional fees (including, without limitation, expenses of consultants and experts) relating to investments, indemnification expenses of the Client, investor communication expenses, all unreimbursed out-of-pocket expenses of the Client relating to unconsummated transactions (including legal, accounting and consulting expenses), legal expenses, internal and external accounting expenses (including the cost of accounting software packages), and all other expenses of the Client.

In general, the foregoing categories of fees, costs, expenses and other liabilities shall be Organizational Expenses and Operating Expenses, respectively, regardless of whether the person or entity providing or performing the service or output giving rise to such fees, costs, expenses or other liabilities is associated with the Client (such as the General Partner (or similar person) of such Client, BluePointe Capital or any of its respective affiliates) or is a third party.

**Allocation of Expenses:** BluePointe Capital and its affiliates from time to time incur fees, costs and expenses on behalf of more than one Client or multiple Clients. To the extent such fees, costs and expenses are incurred for the Client or benefit of more than one Client, each Client will typically bear an allocable portion of any such fees, costs, and expenses generally in proportion to the size of its investment in the activity or entity to which the expense relates (subject to the terms of each Client’s applicable governing documents) or in such other manner as BluePointe Capital considers fair and equitable under the circumstances. BluePointe Capital endeavors to allocate such fees, costs and expenses on a fair and equitable basis over time.

## **GENERAL INFORMATION**

***Termination of the Advisory Relationship:*** Unless noted otherwise above, a client agreement may be canceled at any time, by either party, for any reason upon receipt of written notice. Upon termination of any account, any prepaid, unearned fees will be promptly refunded and any earned, unpaid fees will be due and payable.

***Mutual Fund Fees:*** All fees paid to BPCM for investment advisory services are separate and distinct from the fees and expenses charged by mutual funds and/or ETFs to their shareholders. These fees and expenses are described in each fund's prospectus. These fees will generally include a management fee, other fund expenses, possible early redemption and distribution fees. If the fund also imposes sales charges, a client may pay an initial or deferred sales charge. A client could invest in a mutual fund directly, without our services. In that case, the client would not receive the services provided by our firm which are designed, among other things, to assist the client in determining which mutual fund or funds are most appropriate to

each client's financial condition and objectives. Accordingly, the client should review both the fees charged by the funds and our fees to fully understand the total amount of fees to be paid by the client and to thereby evaluate the advisory services being provided.

***Wrap Fee Programs & Separately Managed Account Fees:*** Clients participating in separately managed account programs may be charged various program fees in addition to the advisory fee charged by our firm. Such fees may include the investment advisory fees of the independent advisers, which may be charged as part of a wrap fee arrangement. In a wrap fee arrangement, clients pay a single fee for advisory, brokerage and custodial services. Client's portfolio transactions may be executed without commission charge in a wrap fee arrangement. In evaluating such an arrangement, the client should also consider that, depending upon the level of the wrap fee charged by the broker-dealer, the amount of portfolio activity in the client's account, and other factors, the wrap fee may or may not exceed the aggregate cost of such services if they were to be provided separately. We will review with clients any separate program fees that may be charged to clients.

***Additional Fees & Expenses:*** In addition to our advisory fees, clients are also responsible for the fees and expenses charged by custodians and imposed by broker-dealers, including, but not limited to, any transaction charges imposed by a broker-dealer with which an independent investment manager effects transactions for the client's account(s). Please refer to the "Brokerage Practices" section (Item 12) of this Brochure for additional information. Clients are also responsible for early redemption fees charged in certain cases by funds as outlined in their subscription materials or prospectus.

***Advisory Fees in General:*** Clients should note that similar advisory services may (or may not) be available from other registered (or unregistered) investment advisers for similar or lower fees.

***Limited Prepayment of Fees:*** Under no circumstances do we require or solicit payment of fees in excess of \$1200 more than six months in advance of services rendered.

***ERISA Accounts:*** BPCM is deemed to be a fiduciary to advisory clients that are employee benefit plans pursuant to the Employee Retirement Income and Securities Act ("ERISA"), and regulations under the Internal Revenue Code of 1986 (the "Code"), respectively. As such, our firm is subject to specific duties and obligations under ERISA and the Internal Revenue Code that include among other things, restrictions concerning certain forms of compensation. To avoid engaging in prohibited transactions, BPCM may only charge fees for investment advice about products for which our firm and/or our related persons do not receive any commissions or 12b-1 fees, or conversely, investment advice about products for which our firm and/or our related persons receive commissions or 12b-1 fees, however, only when such fees are used to offset BPCM's advisory fees.

## **Item 6: Performance-Based Fees & Side-By-Side Management**

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### **PERFORMANCE-BASED FEES**

As discussed in Item 4 above, BPCM is the manager of the BluePointe DC Fund, which was formed in order to provide its clients and certain other qualified investors with access to CDCF II. As such, the BluePointe DC Fund is charged (and thus, indirectly through their investment in the fund, the investors) by CDCF II the following: (i) a carried-interest on the distributions of CDCF II, (ii) an investment management fee, and (iii) an asset management fee. BPCM does not charge any additional performance fees for this

fund.

As discussed in Item 4 above, BPCM is the manager of the BluePointe PE Fund, which was formed as a fund of funds in order to provide its clients and certain other qualified investors with access to a diversified portfolio of private equity investments and private real estate investments through investment in a group of professionally managed investment funds. As such, the BluePointe PE Fund is charged (and thus indirectly through their investment in the fund, the investors) investment management fees and incentive fees by the investment funds in which the BluePointe PE Fund invests. BPCM does not charge any additional performance fees for this fund.

For the BPV Funds, the manager will participate in the performance of the BPV Funds through a special profit allocation which is a percentage of certain investment gains realized by the BPV Funds, but only after the members of the manager have received certain distributions in priority to the manager based on their capital invested in the BPV Funds. The manager's compensation structure is more fully described in the each of the BPV Funds' offering materials and in Item 5 above. As a member of the manager, Sanjeev Sardana is entitled to receive from the manager its share of the special profit allocation payable to the manager by the BPV Funds, and in certain cases BPCM as a firm and Prashant Kalidindi are also entitled to receive a share of the special profit allocation. This special profit allocation creates an incentive for the manager to make investments that are more speculative or riskier than would be the case if there were no special profit allocation. Capital appreciation, both realized and unrealized, is a factor in calculating the special profit allocation. To mitigate this conflict, the fund's manager will be required to manage the BPV Funds in accordance with the limitations outlined in the Confidential Private Offering Memorandum of each of the BPV Funds. Each BPV Fund's investment committee will evaluate the BPV Funds' investments against the stated investment objectives and strategy as warranted to ensure the objectives and strategies outlined in the Confidential Private Offering Memorandum are adhered to.

BPCM may manage other accounts and funds that may charge fees at rates different from those of the BluePointe DC Fund, the BluePointe PE Fund and the BPV Funds. Any differences in the fee structures of private pooled investment vehicles and other accounts we manage could create an incentive for BPCM to favor those clients that pay higher performance-based and other fees. As a fiduciary, we recognize our duty to act in good faith with fairness in all of our dealings with all clients, regardless of fee arrangements.

## **Item 7: Types of Clients**

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BPCM provides advisory services to the following types of clients:

- Individuals
- High Net Worth Individuals
- Charitable organizations
- Trusts and estates
- Other businesses not listed above

As previously disclosed in Item 5, our firm has established certain initial minimum account fee requirements, based on the nature of the service(s) being provided. For a more detailed understanding of those requirements, please review the disclosures provided in each applicable service.

## Item 8: Methods of Analysis, Investment Strategies & Risk of Loss

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### METHODS OF ANALYSIS

We use the following methods of analysis in formulating our investment advice and/or managing client assets:

**Charting.** In this type of technical analysis, we review charts of market and security activity in an attempt to identify when the market is moving up or down and to predict how long the trend may last and when that trend might reverse.

**Fundamental Analysis.** We attempt to measure the intrinsic value of a security by looking at economic and financial factors (including the overall economy, industry conditions, and the financial condition and management of the company itself) to determine if the company is underpriced (indicating it may be a good time to buy) or overpriced (indicating it may be time to sell).

Fundamental analysis does not attempt to anticipate market movements. This presents a potential risk, as the price of a security can move up or down along with the overall market regardless of the economic and financial factors considered in evaluating the stock.

**Technical Analysis.** We analyze past market movements and apply that analysis to the present in an attempt to recognize recurring patterns of investor behavior and potentially predict future price movement. Technical analysis does not consider the underlying financial condition of an investment. This presents a risk in that a poorly-managed or financially unsound investment may underperform regardless of market movement.

**Cyclical Analysis.** In this type of technical analysis, we measure the movements of a particular security against the overall market in an attempt to predict the price movement of the security.

**Risks for all forms of analysis.** Our securities analysis methods rely on the assumption that the companies whose securities we purchase and sell, the rating agencies that review these securities, and other publicly-available sources of information about these securities, are providing accurate and unbiased data. While we are alert to indications that data may be incorrect, there is always a risk that our analysis may be compromised by inaccurate or misleading information.

**No Assurance of Projected Results.** The General Partner will generally determine the appropriate capital structure for each entity in which the Partnership invests based upon financial projections for that company. Projected operating results will normally be based primarily on management judgments. In all cases, projections are only estimates of future results based upon assumptions made at the time the projections are developed. There can be no assurance that the projected results will be obtained, and actual results may vary significantly from the projection. General economic conditions, which are not predictable, can have a material adverse impact on the accuracy of projections.

**Dilution.** Limited Partners admitted to the Partnership at subsequent closings will participate in then existing investments of the Partnership, thereby diluting the interest of existing Limited Partners in such investments. Although any such new Limited Partner will 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 the Partnership's existing investments at the time of such contributions.

***Restricted Nature of Investment Positions.*** Generally, there will be no readily available market for a substantial number of the Partnership's investments, and hence, most of the Partnership's investments will be difficult to value. Disposition of such investments may require a lengthy time period or may result in distributions in kind to Partners.

***Limited Transferability of Units.*** There will be no public market for the Units, and none is expected to develop. There are substantial restrictions upon the transferability of Units under the Partnership Agreement and applicable securities laws. In general, withdrawals of investment in the Partnership are not permitted. In addition, Units are not redeemable.

***Experience of and Reliance upon the General Partner.*** Management of the Partnership, including the right to exercise control over the Partnership's investment decisions, is vested exclusively in the General Partner in accordance with the Partnership Agreement. The General Partner has authority to manage, control and operate the affairs and business of the Partnership and to make decisions in relation thereto, and will have broad discretion with respect to such matters. Limited Partners generally have no right or power to take part in the management of the partnership and, as a result, the investment performance of the partnership will depend entirely on the actions of the General Partner. Although the General Partner will monitor the performance of each portfolio company, it will primarily be the responsibility of each portfolio company's management team to operate such company on a day-to-day basis.

***Privacy/ Cybersecurity Risk.*** The risk of actual and attempted cyber-attacks, including denial-of-service attacks, and harm to technology infrastructure and data from misappropriation or corruption, and reputation harm. Due to BluePointe Capital interconnectivity with third-party vendors, exchanges, clearing houses and other financial institutions, BluePointe Capital, and thus indirectly our clients, could be adversely impacted if any of them is subject to a successful cyber-attack or other information security event. Although BluePointe Capital takes protective measures and endeavors to modify them as circumstances warrant, its computer systems, software and networks may be vulnerable to unauthorized access, misuse, computer viruses or other malicious code and other events that could have a security impact or render BluePointe Capital unable to transact business on behalf of clients.

***Performance-Based Fees for BluePointe Capital and Valuations.*** In its regular course of business, BluePointe Capital does not charge performance-based fees. Through its affiliation with BluePointe Ventures Funds, BluePointe Capital, Sanjeev Sardana and Prashant Kalidindi could potentially earn performance fees as set forth in the offering memorandum of the specific funds. In regard to valuations, the potential for inflated valuation of positions is increased when such positions are illiquid or otherwise lack a readily ascertainable market value. BluePointe Capital seeks to mitigate this conflict by valuing assets in accordance with its valuation policy, which is reasonably designed to assure that valuations are performed in a consistent and thorough manner that insulates the conflict.

## **INVESTMENT STRATEGIES**

We use the following strategy(ies) in managing client accounts, provided that such strategy(ies) are appropriate to the needs of the client and consistent with the client's investment objectives, risk tolerance, and time horizons, among other considerations:

***Long-Term Purchases:*** We purchase securities with the idea of holding them in the client's account for a year or longer. Typically we employ this strategy when:

- we believe the securities to be currently undervalued, and/or
- we want exposure to a particular asset class over time, regardless of the current projection for this class.

A risk in a long-term purchase strategy is that by holding the security for this length of time, we may not take advantage of short-term gains that could be profitable to a client. Moreover, if our predictions are incorrect, a security may decline sharply in value before we make the decision to sell.

**Short-Term Purchases:** When utilizing this strategy, we purchase securities with the idea of selling them within a relatively short time (typically a year or less). We do this in an attempt to take advantage of conditions that we believe will soon result in a price swing in the securities we purchase.

A short-term purchase strategy poses risks should the anticipated price swing not materialize; we are then left with the option of having a long-term investment in a security that was designed to be a short-term purchase, or potentially taking a loss.

In addition, this strategy involves more frequent trading than does a longer-term strategy and will result in increased brokerage and other transaction-related costs, as well as less favorable tax treatment of short-term capital gains.

**Trading:** We purchase securities in some instances with the idea of selling them very quickly (typically within 30 days or less). We do this in an attempt to take advantage of our predictions of brief price swings.

Utilizing a trading strategy creates the potential for sudden losses if the anticipated price swing does not materialize. Moreover, under those circumstances, we are left with few options:

- having a long-term investment in a security that was designed to be a short-term purchase, or
- the potential of having to taking a loss.

In addition, because this strategy involves more frequent trading than does a longer-term strategy, there will be a resultant increase in brokerage and other transaction-related costs, as well as less favorable tax treatment of short-term capital gains.

**Short Sales:** We borrow shares of a stock for your portfolio from someone who owns the stock on a promise to replace the shares on a future date at a certain price. Those borrowed shares are then sold. On the agreed-upon future date, we buy the same stock and return the shares to the original owner. We engage in short selling based on our determination that the stock will go down in price after we have borrowed the shares. If we are correct and the stock price has gone down since the shares were purchased from the original owner, the client account realizes the profit.

Short selling results in some unique risks:

1. *Losses can be infinite.* A short sale loses when the stock price rises, and a stock is not limited (at least, theoretically) in how high it can go. For example, if you short 100 shares at \$50 each, hoping to make a profit but the shares increase to \$75 per share, you'd lose \$2,500. On the other hand, the price of a stock cannot fall below \$0, which limits your potential upside.
2. *Short squeezes can wring out profits.* As stock prices increase, short seller losses also increase as sellers rush to buy the stock to cover their positions. This increase in demand, in turn, further drives the prices up.

3. *Timing.* Even if we are correct in determining that the price of a stock will decline, we run the risk of incorrectly determining when the decline will take place, i.e., being right too soon. Although a company is overvalued, it could conceivably take some time for the price to come down; during which you are vulnerable to interest, margin calls, etc.
4. *Inflation.* History has shown that over the long term, most stocks appreciate. Even if a company barely improves over time, inflation should drive its share price up somewhat. In fact, short selling may not be appropriate in times of inflation for that very reason, as prices may adjust upwards regardless of the value of the stock.

**Margin Transactions:** We will purchase securities for your taxable portfolio with money borrowed from your brokerage account. This allows you to purchase more securities than you would be able to with your available cash and allows us to make purchases without selling other holdings.

A risk in margin trading is that, in volatile markets, securities prices can fall very quickly. If the value of the securities in your account minus what you owe the broker falls below a certain level, the broker will issue a "margin call," and you will be required to sell your position in the security purchased on margin or add more cash to the account. In some circumstances, you may lose more money than you originally invested.

To the extent that a client authorizes the use of margin, and margin is thereafter employed by BPCM in the management of the client's investment portfolio, the market value of the client's account and corresponding fee payable by the client to BPCM will be increased. As a result, in addition to understanding and assuming the additional principal risks associated with the use of margin, clients authorizing margin are advised of the potential conflict of interest whereby the client's decision to employ margin shall correspondingly increase the management fee payable to BPCM. Accordingly, the decision as to whether to employ margin is left totally to the discretion of client.

**Option Writing:** We may use options as an investment strategy. An option is a contract that gives the buyer the right, but not the obligation, to buy or sell an asset (such as a share of stock) at a specific price on or before a certain date. An option, just like a stock or bond, is a security. An option is also a derivative, because it derives its value from an underlying asset.

The two types of options are calls and puts:

- A call gives us the right to buy an asset at a certain price within a specific period of time. We will buy a call if we have determined that the underlying security will increase substantially before the option expires.
- A put gives us the holder the right to sell an asset at a certain price within a specific period of time. We will buy a put if we have determined that the price of the underlying security will fall before the option expires.

We will use options to speculate on the possibility of a sharp price swing. We will also use options to "hedge" a purchase of the underlying security; in other words, we will use an option purchase to limit the potential upside and downside of a security we have purchased for your portfolio.

We use "covered calls," in which we sell an option on a security you own. In this strategy, you receive a fee for making the option available, and the person purchasing the option has the right to buy the security from you at an agreed-upon price.

We use a "spread strategy," in which we purchase two or more option contracts (for example, a call option



that you buy and a call option that you sell) for the same underlying security. This effectively puts you on both sides of the market, but with the ability to vary price, time and other factors.

A risk of covered calls is that the option buyer does not have to exercise the option, so that if we want to sell the stock prior to the end of the option agreement, we have to buy the option back from the option buyer, for a possible loss.

A risk of spread strategies is that the ability to fully profit from a price swing is limited.

***Risk of Loss:*** Securities investments are not guaranteed and you may lose money on your investments. We ask that you work with us to help us understand your tolerance for risk.

## **Item 9: Disciplinary Information**

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We are required to disclose any legal or disciplinary events that are material to a client's or prospective client's evaluation of our advisory business or the integrity of our management. Our firm and our management personnel have no reportable disciplinary events to disclose.

## **Item 10: Other Financial Industry Activities & Affiliations**

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As discussed in sections above, BPCM is the manager of BluePointe PE Fund. BPCM formed BluePointe PE Fund as a fund of funds to provide its clients and certain other qualified investors with access to a diversified portfolio of private equity investments and private real estate investments through investment in a group of professionally managed investment funds. Officers of BPCM spend less than 5% of their time on matters related to BluePointe PE Fund.

As discussed in the sections above, BPCM is the manager of BluePointe DC Fund. BPCM formed BluePointe DC Fund in order to provide its clients and certain other qualified investors with access to CDCF II. CDCF II will seek investments in, and active management of, a diversified investment portfolio of performing, sub-performing and nonperforming commercial mortgage loans and other attractively priced real estate-related debt investments. Officers of BPCM spend less than 5% of their time on matters related to BluePointe DC Fund.

Sanjeev Sardana, Managing Member and majority owner of BPCM, is also Chairman and partial owner of BPV, which is the manager of the BPV Funds as discussed in the sections above. BPCM has no ownership in BPV, however for certain BPV Funds, BPCM as a firm receives a share of the special profit allocation, as does Sanjeev Sardana and Prashant Kalidindi. Mr. Sardana's and Mr. Kalidindi's entitlement to this special profit allocation in certain BPV Funds presents a conflict of interest should BPCM introduce any of its clients to those specific BPV Funds as potential investors. Investors in the BPV Funds are assessed incentive and other administrative and/or transactions fees by virtue of their investment in the funds. The fees and other assessments paid by investors are disclosed in each BPV Fund's Private Placement Memorandum.

Clients should be aware that the receipt of additional compensation by BPCM and its management persons or employees creates a conflict of interest that may impair the objectivity of our firm and these individuals when making advisory recommendations. BPCM endeavors at all times to put the interest of its clients first as part of our fiduciary duty as a registered investment adviser; we take the following steps to address this conflict:

- we disclose to clients the existence of all material conflicts of interest, including the potential for our firm and our employees to earn compensation from advisory clients in addition to our firm's advisory fees;
- we disclose to clients that they are not obligated to purchase recommended investment products from our employees or affiliated companies;
- we collect, maintain and document accurate, complete and relevant client background information, including the client's financial goals, objectives and risk tolerance;
- our firm's management conducts regular reviews of each client account to verify that all recommendations made to a client are suitable to the client's needs and circumstances;
- we require that our employees seek prior approval of any outside employment activity so that we may ensure that any conflicts of interests in such activities are properly addressed;
- we periodically monitor these outside employment activities to verify that any conflicts of interest continue to be properly addressed by our firm; and
- we educate our employees regarding the responsibilities of a fiduciary, including the need for having a reasonable and independent basis for the investment advice provided to clients.

As previously disclosed, we recommend the services of various registered investment advisers to our clients. In exchange for this recommendation, we receive a referral fee from the selected investment adviser. The fee received by us is typically a percentage of the fee charged by that investment adviser to the referred client. Specifically, the firm refers clients to Harvest Volatility Management to utilize their Collateral Yield Enhancement Strategy for Separately Managed Accounts. In exchange for the referral, the firm receives 30% of the advisory fee and incentive allocation paid to Harvest. This portion of the advisory fee paid to us does not increase the total advisory fee paid to the selected investment adviser by the client. We do not charge the client any fees for these referrals. We are aware of the special considerations required under Rule 206(4)-3 of the Investment Advisers Act of 1940. As such, all appropriate disclosure shall be made and all applicable Federal and State laws will be observed. We do not only recommend advisers that pay us a referral fee. Those other advisers that we recommend provide advice in wrap-fee programs in which we share in the client's advisory fees. We may also recommend advisers that do not share their fees with us in any way; in this situation, we will include the assets managed by these advisers in calculating the client's assets under management when calculating our advisory fee. Since these arrangements result in a conflict of interest, the firm mitigates this conflict by having a procedure for allocating to and redeeming from third party managers. The Investment Committee meets regularly to determine which third party managers to retain or redeem. The firm has an internal process to determine in what circumstances a manager is retained or redeemed. All such decisions must follow this process regardless of compensation structure or conflicts.

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

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Our firm has adopted a Code of Ethics which sets forth high ethical standards of business conduct that we require of our employees, including compliance with applicable Federal securities laws. BPCM and our personnel owe a duty of loyalty, fairness and good faith toward our clients and have an obligation to adhere not only to the specific provisions of the Code of Ethics but to the general principles that guide the Code of Ethics.

Our Code of Ethics includes policies and procedures for the review of quarterly securities transactions reports as well as initial and annual securities holdings reports that must be submitted by the firm's access persons. Among other things, our Code of Ethics also requires the prior approval of any acquisition of

securities in a limited offering (e.g., private placement) or an initial public offering. Our code also provides for oversight, enforcement and recordkeeping provisions.

BPCM's Code of Ethics further includes the firm's policy prohibiting the use of material non-public information. While we do not believe that we have any particular access to non-public information generally, all employees are reminded that such information may not be used in a personal or professional capacity.

A copy of our Code of Ethics is available to our advisory clients and prospective clients. You may request a copy by email sent to [laura@bluepointecapital.com](mailto:laura@bluepointecapital.com), or by calling us at 650-293-4545.

Our Code of Ethics is designed to assure that the personal securities transactions, activities and interests of our employees will not interfere with (i) making decisions in the best interest of advisory clients and (ii) implementing such decisions while, at the same time, allowing employees to invest for their own accounts.

Our firm and/or individuals associated with our firm may buy or sell for their personal accounts securities identical to or different from those recommended to our clients. In addition, any related person(s) may have an interest or position in a certain security(ies) which may also be recommended to a client.

Unless specifically permitted in BPCM's Code of Ethics, none of BPCM's access persons may effect for themselves or for their immediate family (i.e., spouse, minor children, and adults living in the same household as the access person) any transactions in a stock which is being actively purchased or sold, or is being considered for purchase or sale, on behalf of any of BPCM's clients, thereby preventing such employee(s) from benefiting from transactions placed on behalf of advisory accounts.

When BPCM is purchasing or considering for purchase any stock on behalf of a client, no access person may effect a transaction in that stock prior to the completion of the purchase or until a decision has been made not to purchase such stock. Similarly, when BPCM is selling or considering the sale of any stock on behalf of a client, no access person may effect a transaction in that stock prior to the completion of the sale or until a decision has been made not to sell such stock. These requirements are not applicable to: (i) direct obligations of the Government of the United States; (ii) money market instruments, bankers' acceptances, bank certificates of deposit, commercial paper, repurchase agreements and other high quality short-term debt instruments, including repurchase agreements; (iii) shares issued by mutual funds, exchange traded funds or money market funds; and (iv) shares issued by unit investment trusts that are invested exclusively in one or more mutual funds.

It is also the expressed policy of our firm that no person employed by us may purchase or sell any security which is part of the firm's "Restricted List," which is a list maintained by the firm and made available to all employees, containing securities held in concentrated positions by particular clients.

BPCM is the manager of the BluePointe PE Fund and the BluePointe DC Fund. As such, BPCM has the primary responsibility for investment management and administrative matters, such as accounting, tax and periodic reporting, pertaining to the funds. BPCM and our members, officers and employees will devote to the funds as much time as we deem necessary and appropriate to manage each fund's business. BPCM and our affiliates are not restricted from forming additional investment funds, entering into other investment advisory relationships or engaging in other business activities, even though such activities may be in competition with the funds and/or may involve substantial time and resources of our firm and our affiliates. Potentially, such activities could be viewed as creating a conflict of interest in that the time and effort of our management personnel and employees will not be devoted exclusively to the business of the funds, but could be allocated between the business of the funds and other of our business activities and those of our

affiliates.

Investments in the funds are recommended to advisory clients for whom a partnership investment may be more suitable than would a separate advisory account managed by our firm. Clients who invest in the funds are not charged any additional advisory fees other than the advisory fee allocated to the limited partners of the funds.

The funds are not required to register as an investment company under the Investment Company Act of 1940 in reliance upon an exemption available to funds whose securities are not publicly offered. BPCM manages the funds on a discretionary basis in accordance with the terms and conditions of the funds' offering and organizational documents.

## **Item 12: Brokerage Practices**

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For discretionary clients, BPCM requires these clients to provide us with written authority to determine the broker dealer to use and the commission costs that will be charged to these clients for these transactions.

These clients must include any limitations on this discretionary authority in this written authority statement. Clients may change/amend these limitations as required. Such amendments must be provided to us in writing.

The commissions paid by BPCM's clients shall comply with BPCM's duty to obtain "best execution." However, a client may pay a commission that is higher than another qualified broker-dealer might charge to effect the same transaction where BPCM determines, in good faith, that the commission is reasonable in relation to the value of the brokerage and research services received. In seeking best execution, the determinative factor is not the lowest possible cost, but whether the transaction represents the best qualitative execution, taking into consideration the full range of a broker-dealer's services, including among others, the value of research provided, execution capability, commission rates and responsiveness. Consistent with the foregoing, while BPCM will seek competitive rates, it may not necessarily obtain the lowest possible commission rates for client transactions.

BPCM recommends that clients establish brokerage accounts with the Schwab Institutional division of Charles Schwab & Co., Inc. ("Schwab"), a FINRA registered broker-dealer, member SIPC, and/or Fidelity Brokerage Services LLC and National Financial Services LLC (collectively, and together with all affiliates, "Fidelity"), member SIPC, an unaffiliated SEC-registered broker-dealer and FINRA member, to maintain custody of clients' assets and to effect trades for their accounts. Although we recommend that clients establish accounts at Schwab or Fidelity, it is the client's decision to custody assets with Schwab or Fidelity. BPCM is independently owned and operated and not affiliated with Schwab or Fidelity.

Schwab and Fidelity provide BPCM with access to institutional trading and custody services, which are typically not available to retail investors. These services generally are available to independent investment advisers on an unsolicited basis, at no charge to them so long as a minimum percentage of the adviser's clients' assets are maintained in accounts at Schwab or Fidelity. These services are not contingent upon our firm committing any specific amount of business (assets in custody or trading commissions). Their brokerage services include the execution of securities transactions, custody, research, and access to mutual funds and other investments that are otherwise generally available only to institutional investors or would require a significantly higher minimum initial investment.

For our client accounts maintained in its custody, Schwab and Fidelity generally do not charge separately for custody services but are compensated by account holders through commissions and other transaction-related or asset-based fees for securities trades that are executed through Schwab and Fidelity or that settle into Schwab or Fidelity accounts.

Schwab and Fidelity also make available to our firm other products and services that benefit BPCM but may not directly benefit our clients' accounts. Many of these products and services may be used to service all or some substantial number of our client accounts, including accounts not maintained at Schwab or Fidelity.

Schwab and Fidelity products and services that assist us in managing and administering our clients' accounts include software and other technology that:

- i. provide access to client account data (such as trade confirmations and account statements);
  - ii. facilitate trade execution and allocate aggregated trade orders for multiple client accounts;
  - iii. provide research, pricing and other market data;
  - iv. facilitate payment of our fees from clients' accounts; and
  - v. assist with back-office functions, recordkeeping and client reporting.
- a. Schwab and Fidelity also offer other services intended to help us manage and further develop our business enterprise. These services include:
- vi. compliance, legal and business consulting;
  - vii. publications and conferences on practice management and business succession; and
  - viii. access to employee benefits providers, human capital consultants and insurance providers.

Schwab and Fidelity may make available, arrange and/or pay third-party vendors for the types of services rendered to BPCM. Schwab and Fidelity may discount or waive fees it would otherwise charge for some of these services or pay all or a part of the fees of a third-party providing these services to our firm. Schwab and Fidelity may also provide other benefits such as educational events or occasional business entertainment of our personnel. In evaluating whether to recommend or require that clients custody their assets at Schwab or Fidelity, we take into account the availability of some of the foregoing products and services and other arrangements as part of the total mix of factors we consider and not solely on the nature, cost or quality of custody and brokerage services provided by Schwab or Fidelity, which creates a potential conflict of interest.

BPCM also participates in the institutional customer program offered by Fidelity. Fidelity offers services to independent investment advisers which include custody of securities, trade execution, clearance and settlement of transactions.

These benefits include the following products and services (provided without cost or at a discount): duplicate client statements confirmations; research related products and tools; consulting services ; access to a trading desk serving adviser participants; access to block trading (which provides the ability to aggregate securities transactions for execution and then allocate the appropriate shares to client accounts); the ability to have advisory fees deducted directly from client accounts; access to an electronic communications network for client order entry and account information; access to mutual funds with no transaction fees and to certain Institutional money managers; and discounts on compliance, marketing, research, technology, and practice management products or services provided to BPCM by third party vendors. Fidelity may also pay for business consulting and professional services received by BPCM's related persons.

Some of the products and services made available by Fidelity through the program may benefit BPCM but may not benefit our client accounts. These products or services may assist us in managing and administering client accounts, including accounts not maintained at Fidelity. Other services made available by Fidelity are intended to help us manage and further develop our business enterprise. The benefits received by BPCM through participation in the program do not depend on the amount of brokerage transactions directed to Fidelity. Clients should be aware, however, that the receipt of economic benefits by BPCM or our related persons in and of itself creates a potential conflict of interest and may indirectly influence our recommendation of Fidelity for custody and brokerage services.

Transactions may be cleared through other broker-dealers with whom BPCM and the broker-dealer custodians BPCM recommends have entered into agreements for prime brokerage clearing services. BPCM shall periodically and systematically review its policies and procedures regarding recommending broker-dealers to its client in light of its duty to obtain best execution.

The client may direct BPCM in writing to use a particular broker-dealer to execute some or all transactions for the client. In that case, the client will negotiate terms and arrangements for the account with that broker-dealer, and BPCM will not seek better execution services or prices from other broker-dealers or be able to “batch” client transactions for execution through other broker-dealers with orders for other accounts managed by BPCM (as described below). As a result, the client may pay higher commissions or other transaction costs or greater spreads, or receive less favorable net prices, on transactions for the account than would otherwise be the case. Subject to its duty of best execution, BPCM may decline a client’s request to direct brokerage if, in BPCM’s sole discretion, such directed brokerage arrangements would result in additional operational difficulties.

BPCM, from time to time, receives certain benefits from the independent managers that our clients invest (or may potentially invest with) with based on our recommendation. Such benefits include sponsoring BPCM events, invitations to attend Limited Partnership conferences, or industry conferences to learn about investments and general markets sponsored by the independent managers on a complimentary basis. Benefits include the independent manager(s) paying for items such as airfare, hotel rooms and meals during the conferences. Because benefits like these could result in a conflict of interest, the firm mitigates this conflict by having a procedure for allocating to and redeeming from third party managers. The Investment Committee meets regularly to determine which third party managers to retain and/or redeem. The firm has an internal process regarding when a manager is recommended, retained or redeemed. All such decisions must follow these procedures regardless of compensation structure or conflicts. Additionally, travel and events (or other benefits received) that are paid for by managers or other third parties must be reviewed by the firm’s Chief Compliance Officer for determination of appropriateness.

Transactions for each client generally will be effected independently, unless BPCM decides to purchase or sell the same securities for several clients at approximately the same time. The BPCM may (but is not obligated to) combine or “batch” such orders to obtain best execution, to negotiate more favorable commission rates, or to allocate equitably among BPCM’s clients differences in prices and commissions or other transaction costs that might have been obtained had such orders been placed independently. Under this procedure, transactions will generally be averaged as to price and allocated among BPCM’s clients pro rata to the purchase and sale orders placed for each client on any given day. To the extent that BPCM determines to aggregate client orders for the purchase or sale of securities, including securities in which BPCM or related persons may invest, BPCM shall generally do so as follows:

1. Transactions for any client account may not be aggregated for execution if the practice is prohibited by or inconsistent with the client's advisory agreement with BPCM, or our firm's order allocation policy.
2. The purchase or sale of the particular security involved is appropriate for each client and consistent

with each client's investment objectives and with any investment guidelines or restrictions applicable to the client's account.

3. The portfolio manager must reasonably believe that the order aggregation will benefit and will enable BPCM to seek best execution for each client participating in the aggregated order.
4. Prior to entry of an aggregated order, a trade blotter is completed which identifies each client account participating in the order and the proposed allocation of the order, upon completion, to those clients.
5. If the order cannot be executed in full at the same price or time, the securities actually purchased or sold by the close of each business day must be allocated pro rata among the participating client accounts in accordance with the initial order ticket or other written statement of allocation.
6. Generally, each client that participates in the aggregated order must do so at the average price for all separate transactions made to fill the order and must share in the commissions on a pro rata basis in proportion to the client's participation. Under the client's agreement with the custodian/broker, transaction costs may be based on the number of shares traded for each client.
7. If the order will be allocated in a manner other than that stated in the initial statement of allocation, a written explanation of the change must be provided to and approved by the firm's Chief Compliance Officer no later than the morning following the execution of the aggregate trade.
8. No client or account will be favored over another.

In the event that BPCM determines that a prorated allocation is not appropriate under the particular circumstances, the allocation will be made based upon other relevant factors, which may include:

- i. when only a small percentage of the order is executed, shares may be allocated to the account with the smallest order or the smallest position or to an account that is out of line with respect to security or sector weightings relative to other portfolios, with similar mandates;
- ii. allocations may be given to one account when one account has limitations in its investment guidelines which prohibit it from purchasing other securities which are expected to produce similar investment results and can be purchased by other accounts;
- iii. if an account reaches an investment guideline limit and cannot participate in an allocation, shares may be reallocated to other accounts (this may be due to unforeseen changes in an account's assets after an order is placed);
- iv. with respect to sale allocations, allocations may be given to accounts low in cash;
- v. in cases when a pro rata allocation of a potential execution would result in a de minimis allocation in one or more accounts, BPCM may exclude the account(s) from the allocation; the transactions may be executed on a pro rata basis among the remaining accounts;
- vi. in cases where a small proportion of an order is executed in all accounts, shares may be allocated to one or more accounts on a random basis.

BPCM shall not receive any additional compensation or remuneration as a result of the aggregation.

Consistent with obtaining best execution, brokerage transactions may be directed to certain broker-dealers in return for investment research products and/or services which assist BPCM in its investment decision-making process. Such research generally will be used to service all of BPCM's clients, but brokerage commissions paid by one client may be used to pay for research that is not used in managing that client's portfolio. The receipt of investment research products and/or services as well as the allocation of the benefit of such investment research products and/or services poses a conflict of interest.

## Item 13: Review of Accounts

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**REVIEWS:** For those clients to whom BPCM provides investment management services, BPCM monitors those portfolios as part of an ongoing process while regular account reviews are conducted on an “as-needed” basis. For those clients to whom BPCM provides financial planning and/or consulting services, reviews are conducted on an “as needed” basis. Such reviews are conducted by the Principals of BPCM, Sanjeev Sardana and Prashant Kalidindi. All investment advisory clients are encouraged to discuss their needs, goals and objectives with BPCM and to keep BPCM informed of any changes thereto. BPCM shall contact ongoing investment advisory clients at least annually to review its previous services and/or recommendations and to discuss the impact resulting from any changes in the client’s financial situation and/or investment objectives.

**REPORTS:** Unless otherwise agreed upon, clients are provided with transaction confirmation notices and regular summary account statements directly from the broker-dealer or custodian for the client accounts. Those clients to whom BPCM provides investment advisory services may also receive a report from BPCM that includes such relevant account and/or market-related information such as an inventory of account holdings and account performance generally on a quarterly or annual basis. Those clients who have an interest in BluePointe PE Fund and BluePointe DC Fund will receive quarterly statements of their investment administered and provided by an independent, non-affiliated third party. Investors in the BPV Funds will receive quarterly, semi-annual or annual reports regarding their investment in accordance with the schedule set forth in each fund offering memorandum.

Those clients to whom BPCM provides consulting services will receive reports from BPCM summarizing its analysis and conclusions as requested by the client or otherwise agreed to in writing by BPCM.

## Item 14: Client Referrals & Other Compensation

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### CLIENT REFERRALS

BPCM may engage in a compensation arrangement to any person or third party for referrals.

### OTHER COMPENSATION

As noted in Items 4 and 10 of this Brochure, BPCM receives referral fees for introducing clients to Independent Managers, specifically to the Harvest Volatility Management Collateral Yield Enhancement Separately Managed Account strategy. Please refer to those Items for more information about this practice.

As noted in Item 5 of this brochure, investors in the BPV Funds who are also advisory clients of BPCM will not be charged an advisory fee by BPCM on assets invested in the BPV Funds and will only pay fees in accordance with a fee schedule set forth in the Confidential Private Offering Memorandum of the BPV Funds. For such investments in certain of the BPV Funds managed by BPV, a portion of the management fee paid for client investments in BPV Funds will be paid to BPCM to reimburse advisory fees which would have regularly been charged to the client by BPCM. This fee will come out of the management fee that the BPV Fund charges the limited partners. This fee will be disclosed to investors in the Confidential Private Offering Memorandum of the BPV Fund. Please refer to Item 10 for more information about how the firm addresses potential conflicts of interest.



## **Item 15: Custody**

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Our firm, in some instances, directly debits advisory fees from client accounts.

As part of this billing process, the client's custodian is advised of the amount of the fee to be deducted from that client's account. On at least a quarterly basis, the custodian is required to send to the client a statement showing all transactions within the account during the reporting period.

Because the custodian does not calculate the amount of the fee to be deducted, it is important for clients to carefully review their custodial statements to verify the accuracy of the calculation, among other things. Clients should contact us directly if they believe that there may be an error in their statement.

As manager of BluePointe PE Fund and BluePointe DC Fund, and due to the operational integration with BPV who manages and is general partner for the BPV Funds (together in this section, the “Funds”), we are deemed to have custody of the cash and securities held by these Funds. In compliance with SEC Rule 206(4)-2(b)(4), the Funds each send an audited financial statement, audited by a registered Public Company Accounting Oversight Board (“PCAOB”) accountant, to each Fund investor within the mandated number of days from each Fund’s fiscal year end in accordance with fund type. By ensuring that these steps are followed, BPCM will be deemed to have complied with the annual surprise examination requirement of the custody rule.

## **Item 16: Investment Discretion**

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Clients may hire us to provide discretionary asset management services, in which case we place trades in a client's account without contacting the client prior to each trade to obtain the client's permission.

Our discretionary authority includes the ability to do the following without contacting the client:

- determine the security to buy or sell; and/or
- determine the amount of the security to buy or sell.

Clients give us discretionary authority when they sign a discretionary agreement with our firm and may limit this authority by giving us written instructions. Clients may also change/amend such limitations by once again providing us with written instructions.

## **Item 17: Voting Client Securities**

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As a matter of firm policy, we do not vote proxies on behalf of clients. Therefore, although our firm provides investment advisory services relative to client investment assets, clients maintain exclusive responsibility for: (1) directing the manner in which proxies solicited by issuers of securities beneficially owned by the client shall be voted, and (2) making all elections relative to any mergers, acquisitions, tender offers, bankruptcy proceedings or other type events pertaining to the client’s investment assets. Clients are responsible for instructing each custodian of their assets to forward to the client copies of all proxies and shareholder communications relating to the client’s investment assets.

We may provide clients with consulting assistance regarding proxy issues if they contact us with questions at our principal place of business.

## **Item 18: Financial Information**

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Under no circumstances do we require or solicit payment of fees in excess of \$1,200 per client more than six months in advance of services rendered. Therefore, we are not required to include a financial statement.

As an advisory firm that has discretionary authority and custody, we are also required to disclose any financial condition that is reasonably likely to impair our ability to meet our contractual obligations. BPCM has no additional financial circumstances to report.

BPCM has not been the subject of a bankruptcy petition at any time during the past ten years.