



SUNDANCE BAY

**SUNDANCE BAY INVESTMENT MANAGER, LLC**  
**DBA Sundance Bay**

*(CRD # 301868 / SEC File # 801-118520)*

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This Form ADV Part 2A Brochure (or "Brochure") provides information about the investment qualifications and business practices of Sundance Bay Investment Manager, LLC, formerly known as SDP Management, LLC, DBA **Sundance Bay**, an SEC-registered investment adviser. If you have any questions about the contents of this Brochure, please contact us directly at 801.783.3430.

This Brochure's information has not been approved or verified by the United States Securities and Exchange Commission ("SEC") or any state securities authority. Nothing in this document is to be construed as a recommendation or an endorsement by the SEC or any state securities authority or an offer of securities; please refer to actual investment offering and related legal documentation for complete disclosures. Any reference to or use of the terms "registered investment adviser" or "registered" does not imply **Sundance Bay** or any of its associated persons have achieved a certain level of skill or training. Investments involve risk, including the possible loss of principal. An adviser's written and oral communications provide you with information you may use to determine whether to retain their services. As required by federal and state regulations, this Brochure is on file with the appropriate regulatory authorities.

Additional information about **Sundance Bay** is available on the SEC's website at [www.adviserinfo.sec.gov](http://www.adviserinfo.sec.gov).

*(Click on the link, select "investment adviser firm," and type in **Sundance Bay** or CRD # 301868)*

## ITEM 2: MATERIAL CHANGES

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Sundance Bay filed its most recent Form ADV Part 2 on March 22, 2021 and this Brochure includes all changes made since that filing, including those made as part of the annual filing on March 22, 2021:

### Item 4: Advisory Business

#### *Name Change & Organizational Restructuring*

In January 2021, the firm restructured its ownership to combine its various affiliated divisions to a single ownership structure – Sundance Bay Holdings, LLC. As part of the reorganization, an amendment was filed to the Certificate of Organization of the Company with the Utah Department of Commerce, Division of Corporations and Commercial Code to change the adviser's name from "SDP Management, LLC" to "Sundance Bay Investment Manager, LLC" DBA Sundance Bay, and entered into an Amended and Restated Operating Agreement to reflect the same. The firm remains employee/management-owned, and the new structure reflects the integration of its real estate equity and real estate debt organizations.

#### *Types of Advisory Services*

Additional detail was added to explain Sundance Bay's advisory practices and the Funds it advises.

#### *Assets Under Management*

As of March 31, 2021, the total regulatory assets under management by the investment adviser were \$461,304,087. (of which \$451,634,087 were discretionary and \$9,670,000 were non-discretionary).

As of March 31, 2021, Sundance Bay's total assets under management were \$739,172,007, which is inclusive of the \$461,304,087 of regulatory assets under management referred to above held by the Funds, as well as \$277,867,920 in real estate joint ventures and other specific asset investment vehicles that are invested solely in real estate and not securities, and are therefore not considered to be investment advisory clients pursuant to SEC definition.

### Item 5: Fees and Compensation

#### *Name Change & Organizational Restructuring*

Disclosure relating to the management fees for Sundance MHC Impact, LLC and SDP REIT, LLC have been added.

### Item 12: Brokerage Services

This section has been updated to clarify that due to the nature of Sundance Bay's advisory business it does not trade in securities, does not earn commission based fees and does not typically enter into soft dollar arrangement.

### Item 15: Custody

This section has been updated to clarify how Sundance Bay has custody of client funds and securities and how it complies with the SEC's custody rule requirements.

### Item 19: Requirements for State Registered Advisers

This information has been removed as it is not applicable to Sundance Bay.

### Other

#### *Chief Compliance Officer*

Effective July 1, 2021, Ann Mastic assumed the role of Chief Compliance Officer ("CCO") replacing Donna L. Cooper, who had been appointed CCO on January 15, 2021.

#### *Enhancement to ADV Disclosures*

In addition to the above, Sundance Bay amended its Brochure to include expanded disclosures, added further details on its advisory practices, and made aesthetic/formatting changes. While the explanatory edits and added

notes may not necessarily be material in nature, the enhancements are intended to better aid investors in understanding the firm's business model, procedures, and services.

#### Full Brochure Availability

Sundance Bay may, at any time, amend this document to reflect changes in its business practices, regulations, or yearly updates as mandated by securities regulators. Annually and as necessary (either by electronic means or hard copy), we will provide clients and investors with a new Brochure or a "summary of material changes" from the document previously supplied, with an offer to deliver a full Brochure upon request. Please retain this for future reference as it contains important information concerning Sundance Bay's advisory practices. Sundance Bay's disclosure documents may also be viewed online at the SEC's investment adviser Public Disclosure website - <http://www.adviserinfo.sec.gov>, by searching for the firm by name or CRD # 301868. You may also contact us directly at 801.783.3430 to obtain a copy free of charge.

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## ITEM 4: ADVISORY BUSINESS

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### Advisory Business

Sundance Bay Investment Manager, LLC, DBA Sundance Bay, is an SEC-registered investment adviser and private real estate investment firm headquartered at 1240 East 2100 South, Suite 300, Salt Lake City, Utah. Sundance Bay was founded in 2013, and the investment adviser commenced in 2016. Initially, an exempt reporting adviser, Sundance Bay's SEC registration, became effective April 23, 2020.

### Name Change & Organizational Restructuring

#### Principal Owners

In January 2021, the firm restructured its ownership to combine its various affiliated divisions to a single ownership structure – Sundance Bay Holdings, LLC. As part of the reorganization, an amendment was filed to the Certificate of Organization of the Company with the Utah Department of Commerce, Division of Corporations and Commercial Code to change the adviser's name from "SDP Management, LLC" to "Sundance Bay Investment Manager, LLC" DBA Sundance Bay, and entered into an Amended and Restated Operating Agreement to reflect the same. The firm remains employee/management-owned, and the new structure reflects the integration of its real estate equity and real estate debt organizations.

The investment adviser, directly wholly-owned by Sundance Bay Holdings, LLC, is indirectly owned and managed by the following Principals: Ryan Baughman, Stan Ricks, Matt Romney, Craig Romney, Mike Nixon, and Mark Maughan. Each Principal owns less than 25% of the investment advisor.

Sundance Bay Holdings, LLC, collectively with the Manager and other affiliates, form "Sundance Bay."

#### Types of Advisory Services

On a largely discretionary basis, Sundance Bay, the investment adviser, offers advisory and private fund management services for a particular type of real estate-related investment to privately offered pooled investment vehicles, including parallel investment vehicles and feeder funds. To facilitate investment by certain investors, the adviser may also create one or more feeder funds, parallel funds, or alternative vehicles.

Sundance Bay does not provide advisory services to individuals or individually tailored client services. It does not sell securities on a commission basis, provide investment planning services for a fee, or participate in wrap fee programs by providing portfolio management services. Sundance Bay's clients are the Funds themselves, to whom it provides advisory services and for whom it manages assets according to the governing documents applicable to each.

Currently, the firm advises the Sundance Bay Debt Strategies Fund Group, comprised of **Sundance Debt Partners, LLC** ("Fund I"), **SDP REIT, LLC** ("Fund I REIT"), **SDP Financial 2020, L.P.** (a "Separately Managed Account"), and **Sundance Bay Debt Opportunity Fund, L.P.** ("Fund II") and the Sundance Bay Multi-Family Fund Group, comprised of the **Sundance Bay Income & Growth Fund, L.P.** (the "Fund"), **Sundance Bay Income & Growth O.P., L.P.**, and **Sundance MHC Impact, LLC** ("MHC Impact"). These multi-family entities, together with Fund I, Fund I REIT, Separately Managed Account, and Fund II, are collectively the "Funds" or "clients," each a separate "Fund," and each a "client" of the investment adviser.

*(Refer to each Fund's respective Confidential Offering Memorandum and related legal documents for complete offering structure details.)*

#### Sundance Bay Debt Strategies Fund Group

**Sundance Debt Partners, LLC** ("Fund I") provides asset-backed construction, bridge, and other loans ("Loans") to experienced real estate developers, operators, and others. The Company's primary objectives are to preserve capital, provide rates of return traditionally associated with higher risk investments, and provide relatively consistent returns from quarter to quarter. The Company intends to conduct its business primarily through one or more subsidiaries qualifying as REITs for U.S. federal income tax purposes.

Investors to the Fund must qualify as an "accredited investor" as that term is defined in Rule 501(a) under the Securities Act.

**SDP REIT, LLC** ("Fund I REIT") is a majority-owned subsidiary of Sundance Debt Partners, LLC. Sundance Debt Partners LLC holds all common shares issued by Fund I REIT.

**SDP Financial 2020 L.P.** (a "Separately Managed Account") is a non-discretionary separate managed account that co-lends alongside SDP REIT LLC on certain investments.

**Sundance Bay Debt Opportunity Fund, L.P.** ("Fund II") is a to-be-launched private investment vehicle formed by Sundance Bay Debt Opportunity Fund I GP, LLC, a Delaware limited liability company (the "General Partner"). The Fund's investment objectives are to achieve attractive risk-adjusted returns and investor capital preservation by investing in a diversified portfolio of senior, structured and distressed debt assets. Investors to the Fund must qualify as an "accredited investor" as that term is defined in Rule 501(a) under the Securities Act.

#### **Sundance Bay Multi-Family Fund Group**

**Sundance Bay Income & Growth Fund L.P.** (the "Fund") is a private investment vehicle formed by Sundance Bay Income and Growth Fund GP, LLC, a Delaware limited liability company (the "General Partner") which makes all operational and investment decisions on the Fund's behalf. The open-ended Fund's investment objectives are to provide capital appreciation and consistent current income for investors by acquiring, renovating, and managing a portfolio of multi-family assets while producing attractive risk-adjusted returns and consistent cash flow. The Fund will seek to capture tax advantages for its Partners to the extent practicable and reasonable, such as through 1031 exchanges and depreciation benefits. Investors to the Fund must qualify as an "accredited investor" as that term is defined in Rule 501(a) under the Securities Act.

*(Refer to each Fund's respective Confidential Offering Memorandum and related legal documents for complete offering structure details.)*

**Sundance Bay Income & Growth O.P., L.P.** invests in portfolio investments, short-term investments, marketable securities, and other assets as necessary or appropriate at the sole discretion of the General Partner. *(Note: The Sundance Bay Income & Growth Fund, L.P. Memorandum is incorporated by reference into the Sundance Bay Income & Growth O.P., L.P. Confidential Private Placement Memorandum. Investors should refer to both Memorandum in their entirety for complete offering details.)*

**Sundance MHC Impact, LLC ("MHC Impact")** is a feeder fund whose sole investment is in MHC Impact Fund I, L.P., a master fund, which invests in manufactured housing communities throughout the United States. MHC Impact Fund I, L.P. is not controlled or managed by Sundance Bay.

#### **Assets Under Management**

As of March 31, 2021, total regulatory assets under management were \$461,304,087 (of which \$451,634,087 were discretionary and \$9,670,000 non-discretionary).

As of March 31, 2021, Sundance Bay's total assets under management were \$739,172,007, which is inclusive of the \$461,304,087 of regulatory assets under management referred to above held by the Funds, as well as \$277,867,920 in real estate joint ventures and other specific asset investment vehicles, that are invested solely in real estate and not securities, and are therefore not considered to be investment advisory clients pursuant to SEC definition.

#### **ITEM 5: FEES & COMPENSATION**

The following provides a general overview of the fees and compensation associated with each of the adviser's offerings. Complete details will be found within each Fund's respective Confidential Offering Memorandum and related legal documents.

## Sundance Bay Debt Strategies Fund Group

Sundance Debt Partners, LLC

### *Management Fees*

The Manager will receive aggregate fund management fees ("Management Fees") from the Funds, quarterly in arrears, that result in each Limited Partner bearing aggregate Management Fees at the rates set forth below, a portion of which each Partner will bear indirectly through the Operating Partnership. The Management Fees with respect to each Limited Partner will be equal to a specified percentage per annum of the Limited Partner's Capital Account balance measured as each Management Fee payment date. The specified percentage per annum with respect to each Limited Partner will be equal to the percentage specified below, corresponding to the total amount of the Limited Partner's Invested Capital as of each Management Fee payment date.

The adviser is entitled to receive a monthly Management Fee, payable in arrears at the end of each calendar month, equal to 1/12 of 2% of the "Modified Unreturned Capital." "Modified Unreturned Capital" is the sum of Unreturned Capital Contributions and the Loss Reserve, to the extent, the Loss Reserve does not represent Unreturned Capital Contributions. "Unreturned Capital Contributions" means an amount equal to such Class A member's cumulative Capital Contributions less any distributions made or treated as made to such Class A Member under the Funds' Private Placement Memorandum. *(See PPM Sections 8.03(b)- Distribution of Asset Basis, Section 11.05 - Liquidity; Periodic Repurchase of Class A Units or Section 12.02(c)(iii) - Return of Capital Account - to the extent it represents the return of capital of the Fund's Operating Agreement.)*

### *Distributions*

When, as and if distributed by the investment adviser, except in connection with liquidation, dissolution, or winding up of the Funds, Available Cash representing Current Income or, if distributed, Loss Reserve will be distributed 80% to the Class A Members in proportion to their respective Percentage Interests and 20% to the Class B member ("Class B Member") as an "Incentive Distribution."

### *Allocations of Profits & Losses*

Income, expense, gain, and loss of the Funds will generally be allocated to the Funds' members (the "Members") in a manner consistent with the distribution of proceeds as described above.

### *Fund Expenses*

The Funds will pay all expenses of the Funds and its organization and operation ("Fund Expenses"), such as expenses of counsel, accountants, and other consultants, advisors and professionals; expenses associated with indemnities, litigation or investigations involving activities of the Funds or any subsidiary; insurance expenses, including premiums for cybersecurity insurance and liability insurance covering the investment adviser and its affiliates, members, partners, directors, officers, and employees and agents; the costs and expenses of any custodians and third-party administrators, expenses associated with special software for accounting, communication with Members or the establishment of a Members' portal; any taxes, fees or other governmental charges levied against the Funds; and any costs incurred in connection with transactions that are not consummated after the Funds and the counterparty have preliminarily agreed-upon terms, as evidenced by a letter of intent, term sheet or similar document or the commencement of drafting definitive documents.

### *Organizational Expenses*

The Funds have incurred organizational expenses in connection with their organization, including legal and accounting fees and related disbursements and other charges incurred in connection and in addition to that, and costs concerning the initial offering of interests in the Fund, including travel and accommodations of personnel of the Manager. Organizational expenses shall be initially funded by the Manager and reimbursed by the Fund in an amortized manner over an appropriate period as determined by the Fund's auditors.

### *Operating Expenses*

The investment adviser will be responsible for all of its own regular day-to-day operating expenses, such as compensation of its professional staff and the cost of office space, office equipment, communications, utilities, and other typical overhead expense. It will bear all costs associated with conducting due diligence concerning potential Loans or other

transactions up until the Funds, and the counterparty has agreed-upon terms preliminarily, as evidenced by a letter of intent, term sheet, or similar document or the commencement of drafting of definitive documents. Each Member will be solely responsible for its own legal and other expenses incurred in connection with its evaluation of its admission to, or the maintenance of its interest in, the Funds.

*(Refer to each Fund's respective Confidential Offering Memorandum and related legal documents for complete offering structure details.)*

#### **SDP REIT, LLC ("Fund I REIT")**

SDP REIT, LLC pays management fees indirectly through an allocation of a portion of the fees paid by Sundance Debt Partners, LLC, described above.

#### **SDP Financial 2020, L.P.**

The fees and compensation paid by SDP Financial 2020, L.P., a separately managed account that co-lends on certain SDP REIT, LLC investments, represent a slight discount to those paid by Sundance Debt Partners LLC.

#### **Sundance Bay Debt Opportunity Fund, L.P. ("Fund II", Not Yet Launched)**

##### ***Management Fees***

Fund II (and/or a designated subsidiary of the Fund II) will pay the Manager an annual investment management fee (the "Management Fee") equal to 2.0% of the portion of each Limited Partner's Capital Commitment that has been invested, reserved, or allocated to an investment (or 1.5% for each Major Investor), provided, that the Management Fee will be no less than 0.75% of each Limited Partner's Capital Commitment during the Commitment Period, calculated as if each Limited Partner had contributed its full Capital Commitment at the Initial Closing.

The Management Fee will be payable quarterly in advance and will be a Fund Expense. The Manager may elect to defer receipt of Management Fees in its sole discretion. In addition, the General Partner may reduce the Management Fee for certain Limited Partners and may reduce or eliminate the Management Fee for certain affiliates, their employees, and such employees' affiliates.

##### ***Organizational Expenses***

Fund II will bear all of the organizational expenses incurred in the formation of Fund II and the General Partner and the offering of the interests in Fund II ("Organizational Expenses") not to exceed \$1 million; provided that if Fund II closes on aggregate Capital Commitments in excess of \$300 million, Fund II will bear up to \$1.25 million of such expenses. Any Organizational Expenses in excess of the applicable amount and all placement fees may be paid by Fund II but shall result in a dollar for dollar reduction of the Management Fee.

##### ***Fund II Expenses***

Fund II will bear all costs and expenses related to Fund II's operations and all expenses related to actual and potential investments (whether to be made directly or indirectly through Fund II's subsidiaries). Any shared fees and expenses that relate to Fund II or its Subsidiaries, on the one hand, and any such Other Account, on the other hand, shall be allocated in the General Partner's reasonable discretion among the Fund and the Other Account on a pro-rata basis, based on the respective aggregate Capital Contributions of the Limited Partners and the partners or other beneficial owners of each such Other Account. Only that portion allocated to Fund II shall constitute Fund Expenses, except as otherwise provided within the Fund's offering documents.

##### ***General Partner Expenses***

Internal operating, regulatory, and filing expenses incurred by the General Partner, the Manager and their respective affiliates will be borne by such entities. They will not be subject to reimbursement by Fund II. The General Partner, the Manager, and their respective affiliates will be responsible for all of their personnel and general overhead expenses, including rent, salaries, employee benefits, and similar expenses.

### Distributions

All Distributable Cash will initially be apportioned among the Partners in proportion to their respective Capital Contributions. Amounts initially apportioned to each Limited Partner shall be distributed to such Limited Partner and the General Partner as follows: First, 100% to the Limited Partner until the aggregate distributions to the Limited Partner provides it with a 7% internal rate of return with respect to its aggregate Capital Contributions (or 8% in the case of a Major Investor); Second, 100% to the General Partner (or 50% in the case of a Major Investor) until the General Partner has received aggregate distributions pursuant to this clause (b) equal to 20% of the aggregate distributions made to the Limited Partner pursuant to clause (a) in excess of the aggregate amount of Capital Contributions made by the Limited Partner; and thereafter, (i) 80% to the Limited Partner, and (ii) 20% to the General Partner.

*(Refer to each Fund's respective Confidential Offering Memorandum and related legal documents for complete offering structure details.)*

### Sundance Bay Multi-Family Fund Group

#### Sundance Bay Income & Growth Fund, L.P.

##### Management Fees

The Manager will receive aggregate fund management fees ("Management Fees") from the Fund, quarterly in arrears, that result in each Limited Partner bearing aggregate Management Fees at the rates set forth below, a portion of which each Partner will bear indirectly through the Operating Partnership. The Management Fees with respect to each Limited Partner will be equal to a specified percentage per annum of the Limited Partner's Capital Account balance measured as of each Management Fee payment date. The specified percentage per annum with respect to each Limited Partner will be equal to the percentage specified below corresponding to the total amount of the Limited Partner's Invested Capital as of each Management Fee payment date:

Limited Partner Invested Capital	Per Annum Percentage of Capital Account Balance
Up to and including \$1 million	1.50%
Over \$1 million up to and including \$5 million	1.35%
Over \$5 million up to and including \$10 million	1.20%
Over \$10 million	1.00%

For purposes of determining the applicable fee rate with respect to any Limited Partner, a Limited Partner's "Invested Capital" will be equal to the amount of capital contributions made by such Limited Partner, plus any unfunded commitments of such Limited Partner. The Management Fees calculated in accordance with the preceding sentence will be payable by the Fund and charged to the Capital Account of each Limited Partner. For the period that is two (2) years following the Initial Closing date, the Management Fees with respect to each Formation Partner will be equal to 75% of the applicable fee rate set forth in the above table with respect to such Formation Partner. The Manager may, in its discretion, aggregate the commitments of affiliated Limited Partners for purposes of determining the applicable Management Fees. The General Partner may reduce Management Fees and Incentive Allocations (as defined below) with respect to certain Limited Partners and may waive all or a portion of Management Fees and Incentive Allocations with respect to Limited Partners who are employees of the General Partner, the Manager or their respective affiliates.

##### Incentive Allocation

The General Partner will be entitled to receive an incentive allocation (each, an "Incentive Allocation") with respect to each Limited Partner at the end of each Incentive Period (as defined below) equal to 20% of the amount by which the Limited Partner's return during the Incentive Period exceeds a 7% IRR (i.e., the "Profit Amount," as defined further below), subject to a high-water mark. The amount of the Incentive Allocation with respect to each Limited Partner will be allocated to the General Partner's Capital Account.



### *Fund Expenses*

The Fund (through the Operating Partnership) will bear all organizational and offering expenses of the Fund incurred in connection with the formation of the Fund and the acquisition of the Seed Portfolio, if applicable, including all legal, accounting, printing, travel (limited to the cost of commercial coach flights), filing and other expenses reasonably incurred by the Fund, the Fund's subsidiaries, Sundance Bay or the General Partner or other Persons authorized to act on behalf of the Fund or its subsidiaries in connection with the acquisition of the Seed Portfolio. In addition, the Fund (through the Operating Partnership) will bear Organizational and Offering Expenses incurred following the Initial Closing as well as all costs and expenses related to the Fund's operations (whether conducted directly or indirectly through its subsidiaries). The Fund (through the Operating Partnership) also bears all expenses related to actual and potential investments (whether to be made directly or indirectly through the Fund's subsidiaries).

Any shared fees and expenses that relate to the Fund or its Subsidiaries, on the one hand, and any such Other Account, on the other hand, shall be allocated in the General Partner's reasonable discretion among the Fund and the Other Account on a *pro-rata* basis, based on the Net Asset Value and the net asset value of such Other Account. Only that portion so allocated to the Fund shall constitute Fund Expenses hereunder, except as otherwise provided herein.

For the avoidance of doubt, except otherwise provided in the Partnership Agreement, the General Partner and the Manager shall bear their respective office space, facilities, office equipment, utility service, and necessary administrative and clerical functions and similar overhead expenses as well as all other ordinary operating expenses and compensation (including benefits) of their respective employees, and regulatory expenses not specifically attributable to the Fund and its Subsidiaries or filing expenses not related to the Fund and its subsidiaries.

*(Refer to each Fund's respective Confidential Offering Memorandum and related legal documents for complete offering structure details.)*

### *Sundance Bay Income & Growth, O.P., L.P.*

Sundance Bay Income & Growth, O.P., L.P. is an operating partnership, or master fund, in which Sundance Bay Income & Growth Fund, L.P. is an indirect investor and in which there are certain direct investors. The fees and compensation of Sundance Bay Income & Growth Fund, O.P., L.P. will be the same as those described above with respect to Sundance Bay Income & Growth Fund, L.P.

*(Refer to each Fund's respective Confidential Offering Memorandum and related legal documents for complete offering structure details.)*

### *Sundance MHC Impact, LLC*

#### *Management Fees*

MHC Impact does not pay any management fees to the Manager. The Manager receives one half (1/2) of the management fee equal to an annualized rate of 2.0% on the aggregate capital contributions made by the MHC Impact Limited Partner's, which has been invested in MHC Impact Fund I, L.P. (the "Master Fund") and is paid by the management of the Master Fund. For purposes of the shared management fee made to the Manager of MHC Impact it is retroactive to the initial closing of the Master Fund.

The Management Fee will be payable quarterly in advance and will be a Master Fund expense. The Manager of the Master Fund may elect to defer receipt of Management Fees in its sole discretion. In addition, the General Partner of the Master Fund may reduce the Management Fee for certain Limited Partners and may reduce or eliminate the Management Fee for certain affiliates, their employees, and such employees' affiliates.

### *Organizational Expenses*

MHC Impact will bear all of the organizational expenses incurred in the formation of MHC Impact and the offering of the interests in the MHC Impact ("Organizational Expenses"). The Master Fund will reimburse up to up to a maximum of \$250,000 in organizational expenses. Any such expenses in excess of this amount paid by the Master Fund will result in a reduction of the Management Fee which would otherwise be payable by the Master Fund.

#### *Fund Expenses*

MHC Impact will bear all costs and expenses related to MHC Impact's operations and all expenses related to actual and potential investments.

#### *Manager Expenses*

Internal operating, regulatory, and filing expenses incurred by the Manager and their respective affiliates will be borne by such entities. They will not be subject to reimbursement by MHC Impact. The Manager, and their respective affiliates will be responsible for all of their personnel and general overhead expenses, including rent, salaries, employee benefits, and similar expenses.

#### *Distributions*

All Distributable Cash will be apportioned among the Limited Partners in proportion to their respective Capital Contributions. Amounts initially apportioned to each Limited Partner shall be distributed to such Limited Partner and the General Partner as follows: (a) First, one hundred percent (100%) to such Limited Partner in an amount sufficient, on a cumulative basis, to pay its Preferred Return at 7%. (b) Second, one hundred percent (100%) to such Limited Partner until its Unreturned Capital Contributions balance is reduced to zero. (c) Third, one hundred percent (100%) to the General Partner, until it has received, on a cumulative basis, an amount equal to thirty percent (30%) of the sum of the amounts distributed under (a), and (d) Fourth, thereafter, (i) thirty percent (30%) to the General Partner and (ii) seventy percent (70%) to such Limited Partner. The Manager of MHC Impact is entitled to one half (1/2) of the General Partner's carried interest.

*(Refer to each Fund's respective Confidential Offering Memorandum and related legal documents for complete offering structure details.)*

### **ITEM 6: PERFORMANCE FEES & SIDE-BY-SIDE MANAGEMENT**

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#### *Performance Fees*

Sundance Bay provides advisory services to the Funds it represents and receives fees in consideration for such services. *(Refer to Item 5 - Fees & Compensation, previously.)*

#### *Parallel Funds; Side-By-Side Investments*

Sundance Bay or its principals may at any time and from time to time hold a closing with third-party investors on behalf of another pooled investment fund for which the adviser or its affiliate acts as a manager or the primary source of transactions, with objectives similar to and competitive with those of the Funds (a "Parallel Fund"); provided, however, that any such Parallel Fund will only make equity or debt investments (a) if making or acquiring such investment is otherwise within the Funds' business policies and is approved by the Investment Committee (as defined below in Item 8), the Funds are a co-investor in such investment, and (b) the co-investments by the Funds and the Parallel Fund are reasonably proportionate, taking into account, at the time an investment decision by the Parallel Fund is made, differences between the Parallel Fund and the Funds in regard to concentration limits, risk profiles, capital available for investment and such other factors that the investment adviser reasonably determines are material in deploying and allocating capital.

#### *Co-Investment Opportunities*

When the investment adviser deems it appropriate and consistent with the interests of the Funds, including as a result of concerns about concentrating risk in a single debt or equity investment, it may in its discretion provide Limited Partners in the Funds or third parties with opportunities to co-invest in any investment. Such co-investment opportunities may be direct, through a Co-Investment Entity or otherwise. The investment adviser may charge a management fee and performance fee in connection with any such co-investment.

*(Refer to each Fund's respective Confidential Offering Memorandum and related legal documents for complete offering structure details.)*

## ITEM 7: TYPES OF CLIENTS

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### Advisory Clients

Sundance Bay provides portfolio management services to pooled investment vehicles according to the services described herein. Investors must be persons who can bear the economic risk of an investment in the Funds. Each person to whom the units will be sold must meet specific suitability requirements and must represent in writing, among other things, that in connection with evaluating the merits and risks of investing in the Funds, they have such knowledge and experience in financial and business matters that they are capable of evaluating such merits and risks and is capable of making an informed investment decision.

*(Refer to each Fund's respective Confidential Offering Memorandum and related legal documents for complete offering structure details.)*

### Sundance Bay Debt Strategies Fund Group

#### Sundance Debt Partners, LLC

To invest, investors must certify they have such knowledge and experience in financial and business matters to be capable of evaluating the merits and risks of an investment in the Company and qualify as an "accredited investor" as the term is defined in Rule 501(a) under the Securities Act. The minimum investment commitment required of an investor in the Fund is \$250,000. The adviser, in its sole discretion, may waive the minimum dollar amount requirements.

#### SDP REIT, LLC

The minimum investment commitment required of an investor in the Fund is \$1,000.

#### SDP Financial 2020, L.P.

For each of SDP Financial 2020, L.P.'s separately managed accounts that co-lends alongside SDP REIT, LLC in certain investments, both SDP REIT, LLC and SDP Financial 2020, L.P. shall have a maximum commitment to lend with respect to a Loan in the amount shown on the executed Addendum for such Loan.

#### Sundance Bay Debt Opportunity Fund, L.P.

Interests generally will be sold only to (i) "accredited investors" in reliance upon the exemption from registration provided by Section 4(2) of the Securities Act of 1933, as amended (the "Securities Act"), and Regulation D promulgated thereunder and (ii) to "qualified purchasers," as such term is defined in Section 2(a)(51) of the Investment Company Act of 1940, as amended (the "Investment Company Act"). The minimum investment commitment required of an investor in the Fund is \$250,000, subject to the General Partner's right to accept Capital Commitments of a lesser amount in its sole discretion.

### Sundance Bay Multi-Family Fund Group

#### Sundance Bay Income & Growth Fund, L.P.

The Fund will only accept U.S. investors only if such persons are "accredited investors" (as defined in Rule 501 of Regulation D under the Securities Act). The minimum investment commitment required of an investor in the Fund is \$250,000, although smaller subscriptions may be accepted at the General Partner's discretion.

#### Sundance Bay Income & Growth, O.P., L.P.

The Sundance Bay Income & Growth Fund, L.P. Memorandum is incorporated by reference into the Sundance Bay Income & Growth O.P., L.P. Confidential Private Placement Memorandum. Investors should refer to both Memorandum in their entirety for complete offering details.

#### Sundance MHC Impact LLC

The Sundance MHC Impact LLC is a private fund formed for the purpose of investing in mobile-home communities ("MHC") through an interest in MHC Impact Fund I, LP, a private fund managed by OZ Impact Management, LLC, a third-party manager. Sundance MHC Impact, LLC will only accept U.S. investors only if such persons are "accredited investors" (as defined in Rule 501 of Regulation D under the Securities Act). The minimum investment commitment required of an

investor in Sundance MHC Impact, LLC is \$250,000, although smaller subscriptions may be accepted at the Manager's discretion. Investors should refer to both Memorandum in their entirety for complete offering details.

## ITEM 8: METHODS OF ANALYSIS, INVESTMENT STRATEGIES & RISK OF LOSS

### Sundance Bay Debt Strategies Fund Group

Sundance Debt Partners, LLC

#### *Methods of Analysis*

Sundance Debt Partners, LLC is a full-service, private lending company facilitating bridge loans, acquisition loans, and construction financing. Loans are made to builders, real estate entrepreneurs, investors, and wholesalers who need efficient financing to complete a transaction. The adviser primarily lends in the West Coast, Mountain West, Southwest, and Southeast markets and partners with borrowers and developers across the country to provide funding.

#### *Investment Process*

The Funds' disciplined approach to the entire investment process helps mitigate the risks inherent in lending by conducting a thorough due diligence process and requiring the approval of a Loan Committee for all Loans. The Funds' due diligence and underwriting process include the following:

Borrower Assessment	Title & Legal Review	Asset Valuation	Pricing Strategy	Market Analysis	Exit Strategy
<input type="checkbox"/> Credit score <input type="checkbox"/> Background check <input type="checkbox"/> Financials <input type="checkbox"/> Experience <input type="checkbox"/> Reputation <input type="checkbox"/> Equity in project	<input type="checkbox"/> 1st or 2nd Deed of Trust <input type="checkbox"/> Clear title <input type="checkbox"/> Outside legal documents	<input type="checkbox"/> Loan-to-value (LTV) <input type="checkbox"/> Loan-to-cost (LTC) <input type="checkbox"/> Pro-forma feasibility <input type="checkbox"/> Appraisal <input type="checkbox"/> Use of funds	<input type="checkbox"/> Interest rate <input type="checkbox"/> Points <input type="checkbox"/> Term <input type="checkbox"/> Foreclosure reserve <input type="checkbox"/> Inspection fees	<input type="checkbox"/> Comps and/or BPO <input type="checkbox"/> Market growth <input type="checkbox"/> Zoning <input type="checkbox"/> Competition <input type="checkbox"/> Significant risks	<input type="checkbox"/> Retail sell-out value <input type="checkbox"/> Projected cash flow <input type="checkbox"/> Refinance options <input type="checkbox"/> Purchase contracts <input type="checkbox"/> Fire sale pricing

The Fund's interest rates may be higher than those of traditional banks but have some flexibility in loan criteria and can move more quickly in connection with time-sensitive loans. As compared to traditional hard money lenders, the Funds' terms may be favorable to the borrower, and fees, loans, and collateral structures are more traditional. Further, the Funds actively seek to build long-term relationships. Many real estate developers and operators repeatedly use them as their preferred lenders.

The Funds aim to achieve consistent returns with controlled risk and expect loans to include the following features, subject to change in the investment adviser's absolute discretion based upon known facts and circumstances regarding the borrower, the underlying project, and other pledged collateral and other market conditions:

- The Funds seek to collateralize loans with a first lien position on each of the subject properties and/or other assets. At times, the Funds may accept a second lien position if there is sufficient value or the loan is supported by guarantees, additional collateral, or other risk-reducing factors.
- The Funds seek to ensure that the value of the collateral is appropriate for each type of loan with a substantial equity cushion and will:
  - target to lend at 70% to 80% of the purchase price or 60% to 80% of the estimated retail value on single-family or multi-family homes,
  - target to lend at 70% to 90% of construction costs or 50% to 80% of the estimated value on residential and commercial projects; occasionally lending at higher LTC/LTV values for Triple-Net Lease loans if a strong corporate tenant backs them, and
  - target to lend at 60% to 80% of the property purchase price or 50% to 80% of the estimated value on bridge loans, and,
  - accept other forms of collateral such as accounts receivables, liquid assets, PPE, etc.

- The Funds lend at competitive rates, with a typical loan involving 0% to 5% in points and annualized interest rates of between 10% and 18%.

Typical loans are for a term of six months to twenty-four months, with potential extensions to be granted at the Fund's sole discretion.

The Funds will have broad discretion in determining whether to make Loans. The criteria described above are aspirational, and the Funds have the right to make Loans that fit only some, or none, of the above criteria. The Funds' business and loan policies set forth herein or in the Operating Agreement may be updated upon 90 days of advanced notice to the Class A Members.

#### *Loan Committee*

The Funds do not make any Loans without the prior approval of a majority of the loan committee members (the "Loan Committee"). The members of the Loan Committee may change from time to time. Certain investors in the Funds may act as observers and participate in Loan Committee Meetings on a non-voting basis. The Funds' Loan Committee meets monthly and otherwise as required in connection with the business. For each Loan, a memorandum or other summary containing information on the following is presented to the Loan Committee for its review:

- the terms of the loan,
- information on the borrower,
- information on the collateral, including how it is being valued,
- the Fund's expected exit strategy, and
- information on unique risks associated with the loan.

#### *Investment Strategies*

The Funds provide asset-backed construction, bridge, and other loans ("Loans") to experienced real estate developers, operators, and others. Borrowers typically acquire residential and/or commercial property at trustee sales, auctions, banks, negotiated transactions, or off the MLS. Such properties are used as collateral to back the Loans. While some of the Loans are to operators buying, rehabbing, and reselling single-family residences, the Loans primarily offer bridge and construction financing. The Funds may also provide Loans to borrowers not engaged in real estate activities provided the Funds can obtain sufficient collateral, guarantees, or assurance of ability to repay. Financing may also be provided for the acquisition and/or development of "triple net" commercial and retail properties for long-term lease tenants.

*(Refer to each Fund's respective Confidential Offering Memorandum and related legal documents for complete offering structure details.)*

#### *Sundance Bay Debt Opportunity Fund, L.P. (Not Yet Launched)*

##### *Methods of Analysis*

Sundance Bay Debt Opportunity Fund, L.P., a Delaware limited partnership ("Fund II") is a private investment vehicle that was formed by Sundance Bay Debt Opportunity Fund I GP, LLC, a Delaware limited liability company (the "General Partner"). Fund II's investment objectives are to achieve attractive risk-adjusted returns and investor capital preservation by investing in a diversified portfolio of senior, structured and distressed debt assets.

##### *Investment Process*

**Origination & Underwriting:** Sundance Bay has a set due diligence structure that is designed to find and reduce risk from the underwriting process. A large majority of loans originated by Sundance Bay to date have been sourced directly with borrowers or off-market. Less than 20% of Sundance Bay's loans since inception have utilized brokerage services. Most importantly, Sundance Bay capitalizes on its existing borrower base of nearly 100 borrowers, of which over 50% have transacted with Sundance Bay more than once.

##### *Asset / Property Management Process*

The General Partner's goal is to ensure optimal performance of each of Fund II's loans and to ensure the borrowers execute their respective business plans. Sundance Bay's approach to asset management is very detailed. Sundance Bay conducts frequent site visits and holds weekly calls with borrowers, as required. Sundance Bay closely monitors

investment performance by tracking important data. When a shift is needed, Sundance Bay often works with the borrower to alter business plans. Sundance Bay holds monthly financial reviews with a detailed understanding of and strategies to address variances. Sundance Bay works closely with its borrowers to optimize leasing and sales, closely monitors the performance of borrower business plans, reviews and approves budgets, seeks to ensure borrowers remain adequately capitalized and staffed, and monitors each borrower's adherence to the budget, to ultimately ensure the optimal exit and the best return for its investors.

#### *Risk Management Assessment*

Sundance Bay scores and ranks loans based on an internally developed model. Sundance Bay's market risk calculation uses several risk factors that can be assessed using underwriting, collateral, and borrower risk metrics.

#### *Investment Committee*

The investment committee of Fund II (the "Investment Committee"), consisting initially of Matt Romney, Ryan Baughman, Craig Romney, Mike Nixon, Careina Williams, Mark Maughan, and Stan Ricks (collectively, the "Investment Committee Members"), will oversee Fund II's portfolio investments and the implementation of its investment strategy.

#### *Investment Strategies*

Fund II will seek to opportunistically create a real estate-backed private debt portfolio of senior, structured and distressed debt for the acquisition, redevelopment, and construction of primarily multi-family/residential real estate. Fund II will seek to capitalize on the deleveraging and tightening credit standards of banks and other lenders caused by the recent post-pandemic economy. Fund II will also capitalize on Sundance Bay's expertise in the middle-market distribution channel, wherein Sundance Bay believes capital market dislocation is more acute.

The General Partner has established the following investment considerations for Fund II's investments, wherein the Advisory Committee can approve exceptions:

- Fund II will generally target investment sizes of \$3 million to \$30 million;
- Fund II will place additional focus on markets in which Sundance Bay or its affiliates have an active or historical presence;
- No more than 15% of Fund II's total Capital Commitments will be invested in a single investment;
- No more than 20% of Fund II's total Capital Commitments will be invested in distressed debt/equity;
- No more than 20% of Fund II's total Capital Commitments will be invested in non-multi-family/residential/net lease product types;
- The weighted average of Fund II's senior debt investments will not exceed the greater of 80% stabilized loan-to-value or 85% loan-to-cost in the aggregate;
- The weighted average of Fund II's structured debt investments will not exceed the greater of 85% loan-to-value or 85% loan-to-cost in the aggregate.

*(Refer to each Fund's respective Confidential Offering Memorandum and related legal documents for complete offering structure details.)*

#### Sundance Bay Multi-Family Fund Group

Sundance Bay Income & Growth Fund, I L.P.

#### *Methods of Analysis*

Sundance Bay Income & Growth Fund I L.P. is a vehicle formed to provide capital appreciation and consistent current income for investors by acquiring, renovating, and managing a portfolio of multi-family assets. The adviser primarily invests in value-add and core-plus workforce housing properties within suburban, secondary market locations. The advisor predominately invests through the middle market transaction channel and will continue to focus on the southeast, southwest, and mountain west MSAs. The advisor is a vertically integrated owner-operator. It can capitalize on the operational know-how of being an owner and/or operator of 69 multi-family/net lease properties since inception and its seasoned and dedicated team of construction management, asset/property management, and accounting professionals that provide a reliable and scalable platform to source, acquire and manage additional assets successfully.

### *Investment Process*

Sourcing Investment Opportunities: Sundance Bay will source both off-market and marketed opportunities for the Fund. To date, approximately 30% of Sundance Bay multi-family transactions have been off-market or a pocket listing in which the broker contacts a few potential buyers to pursue a transaction. Sundance Bay employs a very selective process, closing on approximately 2% of underwritten deals. Sundance Bay reviews hundreds of investment opportunities to select the few that meet the stringent criteria set forth to approve a new investment.

### *Asset / Property Management / Renovation Process*

The General Partner's goal is to ensure optimal performance of each of the Fund's investments by executing the respective business plans of each property. To this end, Sundance Bay has a qualified team of asset management, property management, and renovation personnel that is very much "in the weeds" on each project. It closely monitors investment performance by tracking essential data for each project. Sundance Bay conducts frequent site visits and holds weekly meetings and monthly financial reviews in an effort to cultivate a detailed understanding of and strategies to address variances. Sundance Bay works to optimize leasing and sales and ensure that capital improvement projects are being executed on time and within the budget. Ultimately, Sundance Bay will seek to provide consistent and optimal risk-adjusted returns for its investors.

### *Risk Management Assessment*

The following identifies types of risk and lists the procedures that the Fund takes to mitigate them. Sundance Bay scores and ranks investments based on an internally developed model when managing a portfolio. Sundance Bay's investment risk calculation uses several different risk factors that can be assessed with metrics in underwriting.

### *Investment Committee*

The investment committee of the Fund (the "Investment Committee"), consisting initially of Matt Romney, Ryan Baughman, Craig Romney, Mike Nixon, Careina Williams, Mark Maughan, and Stan Ricks (collectively, the "Investment Committee Members"), will oversee the Fund's portfolio investments and the implementation of its investment strategy.

### *Investment Strategies*

The General Partner intends to cause the Fund to invest in a diversified portfolio of value-add and core-plus multi-family properties. It is also anticipated that the Fund will invest in select deals other than multi-family investments, which could include industrial, manufactured housing, and net lease assets. The General Partner plans to incorporate the following four strategic pillars (detailed above) to source targeted properties: 1. Suburban locations in secondary markets concentrated in the southwest, mountain west, and southeast regions of the U.S. 2. Value-add workforce housing consisting of primarily Class B apartment complexes. 3. Middle market channel with typically smaller transaction sizes, older vintages, and less sophisticated property ownership. 4. Leveraging relationships and platform as a vertically integrated operator.

The General Partner has established the following investment considerations for the Fund's investments:

- The Fund's equity investments will generally range in size from \$3 million to \$25 million;
- The General Partner will place additional focus on markets in which Sundance Bay or its affiliates have an active or historical presence;
- No more than 15% of the Fund's Net Asset Value plus undrawn commitments will be invested in investments other than multi-family assets and non-multifamily assets incidental to a property or portfolio that primarily consists of multi-family assets;
- No more than 10% of the Fund's Net Asset Value plus undrawn commitments will be invested in raw land or development investments that have not received a certificate of occupancy;
- No more than 25% of the Fund's Net Asset Value plus undrawn commitments will be invested in any single property, provided, however, that the Fund may invest more than 25% of the Fund's Net Asset Value in a single property if, at the time of such investment, the Fund has not accepted aggregate capital commitments in excess of \$100 million.
- Targeting loan-to-value ratio of 60–65% on a portfolio basis, not to exceed a loan-to-value ratio of 65% on a portfolio basis without the consent of the Advisory Committee.



*(Please refer to each offering's Confidential Offering Memorandum and related legal documents for complete details.)*

## Conflicts of Interest & Risk Factors for Sundance Bay Vehicles

### *Conflicts of Interest*

The investment adviser's active employees and Principals have many real estate holdings outside of the investment adviser and the Funds. Therefore, there are inherent conflicts of interest associated with the investment adviser's affiliates. To mitigate these conflicts of interest, the Funds have established an Investment Committee. The Funds will not make any debt or equity investment in which any affiliate of the investment adviser has a conflict of interest without either Independent Loan Committee Consent or Advisory Committee consent, as applicable.

### *Risks Factors*

An investment in the Funds involves a high degree of risk, and the units being offered should be considered a speculative investment. The Funds are suitable only for investors of substantial means who have no immediate need for liquidity of the amount invested and can afford a risk of loss of all or a significant part of such investment. Prospective investors should thoroughly consider all of the "Risk Factors" discussed in the Fund documents and this firm Brochure. There can be no assurance that the Funds or investment will achieve its investment objectives, and investment results may vary substantially annually. There are numerous risks involved for each investment and each of the Funds, and such risks are identified and described in detail within the applicable Fund documents.

The following is provided as an overview and summary of the *general risks* inherent to this type of investment, to be supplemented by reference to the applicable Fund documents:

Real Estate Risk - real estate funds face several kinds of risks inherent in this sector of the market. Liquidity risk, market risk, and interest-rate risk can influence the gain or loss passed on to the investor. Liquidity and market risk tend to have a more significant effect on more growth-oriented funds, as the sale of appreciated properties depends upon market demand. Conversely, interest rate risk impacts the amount of dividend income that income-oriented funds pay.

Real Estate-Related Private Placements - the real estate-related private placement structure is a mechanism that allows individual investors to pool their resources in real estate deals. A product sponsor, usually a trust subsidiary, real estate investment company, or entrepreneur, arranges the structure. The sponsor will identify the property, perform the due diligence, enter the purchase and sale agreement, arrange to finance, and offer investors interests through registered individuals. The responsibilities of the various investors are outlined in the private placement agreement. The individual investors will sign additional documents giving the sponsor the right to manage or sub-contract for the property's day-to-day operations. A primary advantage of a real estate-related private placement is that the real estate investment properties are, in effect, pre-packaged by the sponsor. This includes the required due diligence paperwork such as title insurance, environmental, tax opinion, and study lease documents. Due diligence work reduces the up-front costs an individual investor would incur if they independently sought out the investment and eliminates conventional landlord's headaches.

Real estate-related private placements may be either securitized or non-securitized. If securitized, they are subject to regulation by the Securities and Exchange Commission (SEC) and Financial Industry Regulatory Authority (FINRA) and may only be sold by registered securities dealers. The product's management is typically by the product's sponsor and may include multiple properties. If they are non-securitized, they are structured as straight real estate investments, not governed by the SEC or FINRA, and are sold by real estate licensees. The sponsor is not involved in managing the product but may retain an ownership position. Each product typically involves only one real estate property. A project should be evaluated on its own merits in the same manner that any direct investment in real estate should be considered.

The risks of investing in a real estate-related private placement include similar risks to all real estate investments and additional risks specific to private placement investments. Investors should carefully review investment offering materials, as those materials will contain important risk disclosures and specific information about the property. Interests in real estate may be speculative and may involve a high degree of risk; investors should be



able to bear the loss of part or all their investment. Some investment interests are subject to recourse liability - the investor may be responsible for providing the Cash needed in the future in association with the property. There may be some restrictions on transferring ownership interests; these are not liquid investments. There are numerous tax risks and tax issues involved with the interest purchase, and investors should consult their tax advisors and legal counsel. The direct or indirect purchase of real property involves other significant risks, including market risk and property-specific risk, some of which are listed below:

- the purchase of real property with other investors presents risks associated with the relationship with those other investors,
- these investments are often leveraged, which may increase volatility and the risk of investment loss,
- the Manager has broad authority and supervision over the property and the terms of financing,
- the various fees paid to the Manager and its affiliates in the investment are considerable and may offset profits related to the real estate's ownership and operation,
- there is no guarantee that cash distributions will continue, that a particular property's business plan will be successfully executed, that the property's value will be enhanced, or the property will be sold within the planned period,
- there is potential for the property value to decrease - all real estate investments can lose value during the investment life (*this is true of any investment, especially real estate*),
- the risk of tax status change exists - the income stream and depreciation schedule for any investment property may affect the income bracket and/or tax status of the property owner. An unfavorable tax ruling may potentially cancel the deferral of the capital gains,
- there is the potential for foreclosure (*all financed real estate investments have the possibility of foreclosure*),
- illiquid investment risk exists - most real estate can be an illiquid asset, and private placement investments are no different. There is currently no secondary market for these investments. All properties usually have business plans, ranging from three to ten years in length. Some properties receive offers, of which the co-owners vote on, in advance of completing the business plan,
- there is a risk of reduction or elimination of monthly cash flow distributions. Like any other investment in real estate, if a property unexpectedly loses tenants or sustains substantial damage, there is potential for a suspension of current cash flow distributions or rent. The business plan, professional property management, and asset management are attempted safeguards against cash flow disruption,
- fees, or expenses exist. Like any investment in real estate, additional costs associated with the transaction may impact returns for the investor, and it may even outweigh the tax benefits of any exchange procedure, and
- there is a loss of management control. Product sponsors typically employ professional asset and property management. Therefore, while the co-owners will vote on significant issues, such as selling the property, they do not directly say over the day-to-day property management situations. This can be considered both a benefit and a risk.

Other risks can exist, including but not limited to those related to forward-looking statements, borrower creditworthiness, collateral value, supply and demand, competitor, cyclical, environmental risk, regulatory, economic, principal, collection of loans, litigation, bankruptcy, governmental agency, investment adviser, appraisal, conflicts of interest, national and local economic conditions, tax rate, hazardous substances or toxic waste, land improvement, construction, subordinated lender, calamity, uninsured or underinsured, zoning, eminent domain, rental property - including multi-family, office, retail and industrial property risk, REIT limitations, diversification, interest payment, proof of title or title insurance, cybersecurity, early withdrawal, limited liquidity of interest, lack of registration, withdrawal of capital and operating agreement modification risk.

(Please refer to each Fund's PPM under the "Compensation of Manager and Conflicts of Interest" section for complete details.)

## ITEM 9: DISCIPLINARY INFORMATION

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The investment adviser or its employees have not been involved in any material legal proceeding or disciplinary events reportable under the rules applicable to this Brochure.

## ITEM 10: OTHER FINANCIAL INDUSTRY ACTIVITIES & AFFILIATIONS

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Sundance Bay is a registered investment adviser that provides only those investment advisory services described herein.

### Broker-Dealer or Registered Representative

Neither the adviser nor any management persons are registered or have an application pending to register as a broker-dealer or a Registered Representative of a broker-dealer.

### Futures Commission Merchant, Commodity Pool Operator or Commodity Trading Adviser

Neither the adviser nor any of its management persons are registered or intend to register as a futures commission merchant, commodity pool operator, commodity trading adviser, or an Associated Person of the other entities.

### Material Relationships or Arrangements with Financial Industry

Outside of the relationships detailed herein, the adviser has the following relationships or arrangements to disclose material to the advisory business.

### Affiliates

The following entities are considered affiliates ("affiliates") of the adviser:

**Sundance Bay Net Lease Investments, LLC** ("S.B. NLI") is considered an affiliate of the investment adviser because SB NLI and the investment adviser are under common control, share supervised persons, and share the same physical location.

**Sundance Bay Net Lease Investments 2 LLC** ("S.B. NLI II") is considered an affiliate of the investment adviser because SB NLI II and the investment adviser are under common control, share supervised persons, and share the same physical location.

**Resi Equity, LLC** is considered an affiliate of the investment adviser because Resi Equity, LLC and the investment adviser are under common control, share supervised persons, and share the same physical location.

**Sundance Bay Management, LLC** ("S.B. Management") is considered an affiliate of the investment adviser because S.B. Management and the investment adviser are under common control, share supervised persons, and share the same physical location.

**Sundance Bay Debt Partners GP, LLC** ("S.B. DP GP") is considered an affiliate of the investment adviser because S.B. DP GP and the investment adviser are under common control, share supervised persons, and share the same physical location.

## ITEM 11: CODE OF ETHICS, PARTICIPATION OR INTEREST IN CLIENT TRANSACTIONS & PERSONAL TRADING

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### Code of Ethics

Sundance Bay has adopted a code of ethics ("Code of Ethics" or "Code") which establishes standards of conduct for its supervised persons. The Code includes general requirements that such supervised persons comply with their fiduciary obligations to clients and applicable securities laws, and specific requirements relating to, among other things, personal trading, insider trading, conflicts of interest, and confidentiality of investor information. It requires supervised persons to report any Code violations to the Chief Compliance Officer promptly. Current and prospective investors may obtain a copy of the adviser's Code by contacting Sundance Bay directly at 801.783.3430.

### Participation Or Interest In Client Transactions

Under Sundance Bay's Code of Ethics, the adviser and its managers, members, officers, and employees may invest personally in securities of the same classes as are purchased for clients and may own securities of the issuers whose securities are subsequently purchased for clients. If an issue is purchased or sold for clients and any of the investment adviser, managers, members, officers, and employees on the same day purchase or sell the same security, either the clients and the investment adviser, managers, members, officers, or employees shall receive or pay the same price or the clients shall receive a more favorable price. Because the investment adviser does not manage publicly traded investments and is focused on privately offered real estate holdings and real estate-based investments, it does not generally prohibit its members, officers, and employees from purchasing public securities for their personal accounts. However, employees subject to the Code must obtain pre-approval to purchase IPOs and any private placement outside of the investment adviser.

#### Personal Trading

To comply with SEC rules regarding personal trading by advisory employees, Sundance Bay requires collecting and archiving personal trade positions from each employee considered an "access person." The securities within the portfolios that Sundance Bay clients own are private offerings and are not publicly traded.

### ITEM 12: BROKERAGE PRACTICES

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#### Brokerage Selection & Soft Dollars

Sundance Bay focuses on making investments in real estate related investments that are often held as private securities, thus it does ordinarily deal with any financial intermediary such as a broker-dealer, and commissions are not ordinarily payable in connection with such investments. To the limited extent Sundance Bay transacts in public securities it intends to select brokers based upon the broker's ability to provide best execution for the Funds.

Sundance Bay does not participate in any soft dollar arrangements outside of receiving research available to other institutional investors. Research services received from brokers and dealers are supplemental to Sundance Bay's own research effort. To the best Sundance Bay's knowledge, these services are generally made available to all institutional investors doing business with such broker-dealers. Sundance Bay does not separately compensate such broker-dealers for the research and does not believe that it "pays-up" for such broker-dealers' services due to the difficulty associated with the broker-dealers not breaking out the costs for such services. In the event that soft dollars become available, Sundance Bay's policy is to comply with the provisions of Section 28(e) when entering soft dollar arrangements and to not intentionally direct brokerage to any particular custodian for any indirect soft dollar benefits the firm can receive.

#### Directing Brokerage For Client Referrals

Sundance Bay and its associated persons do not receive client referrals from broker-dealers or third parties as consideration for selecting or recommending brokers for client accounts.

### ITEM 13: REVIEW OF ACCOUNTS

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#### Periodic Reviews

The debt and equity investments within the above-described funds are continuously reviewed by a team of investment professionals, consisting of the investment adviser's principals and other investment professionals of the investment adviser.

#### Review Triggers

The holdings of the above-described funds are reviewed quarterly or more frequently when market conditions dictate. Other conditions that may trigger a review are changes in the tax laws or new investment information.

#### Regular Reports

Sundance Bay will distribute a copy of an audited financial report to investors and provide unaudited quarterly statements. KPMG has been appointed as the auditor for all advisory client K-1 documents, which are generally provided to the investors within 90-120 days of the fiscal year's end.

## ITEM 14: CLIENT REFERRALS & OTHER COMPENSATION

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### Incoming Client Referrals

Sundance Bay receives potential investor referrals from current investors, estate planning attorneys, accountants, employees, personal friends of employees, and other similar sources. The adviser does not compensate referring parties for these referrals unless they have the proper securities license or are a fully licensed broker-dealer. In some cases, it may pay compensation when a solicitor has a written solicitation agreement with the investment adviser. Such compensation terms of the compensation are disclosed to the potential investor(s) before an investment is made.

### Other Compensation

Third-party firms that are properly licensed to sell securities may receive compensation. In general, such commissions have been calculated as a percentage of the management fee and/or Incentive Distribution of the investment adviser. In some instances, this compensation is an offset to distributions from the Funds to the extent distributions are sufficient; however, the investment adviser also has arrangements with certain agents or advisors under which the investment adviser and its affiliates pay a fee. The compensation arrangements differ among agents and advisors and across the funds.

## ITEM 15: CUSTODY

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### Custody Policy

All cash and securities are held in custody by unaffiliated broker/dealers or banks, however Sundance Bay may have access to Fund accounts since it or an affiliate serves as the managing member or general partner of the Funds. Limited partners (or members or owners) of a limited partnership or other investment vehicle will not receive statements from the custodian. Instead the Funds are subject to an annual audit and the audited financial statements are distributed to each limited partner (or member or owner). The audited financial statements will be prepared in accordance with generally accepted accounting principals and distributed within 120 days of the partnership's fiscal year end. Each respective fund administrator (the "Fund Administrator") also provides quarterly statements to its respective clients and investors.

### Performance Reports

Sundance Bay urges investors to compare the information outlined in their statements from the investment adviser with the statements received directly from the custodian to ensure accuracy of all account transactions.

## ITEM 16: INVESTMENT DISCRETION

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Except for SDP Financial 2020 L.P., the non-discretionary separate managed account that co-lends alongside certain investments with SDP REIT, LLC, Sundance Bay has discretionary authority over the Funds it manages. Each Fund's investment strategy is outlined in detail in the offering, and governing documents and investors cannot impose limitations on this discretionary authority. Investors must execute a subscription agreement to make various representations, including representations regarding their suitability to invest in the applicable investment vehicle.

## ITEM 17: VOTING CLIENT SECURITIES

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Sundance Bay does not vote proxies.

## ITEM 18: FINANCIAL INFORMATION

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Sundance Bay does not have any financial impairment that will preclude it from meeting clients' contractual commitments. The adviser meets all net capital requirements to which it is subject and has not been the subject of a bankruptcy petition in the last ten years. Sundance Bay is not required to provide a balance sheet because the Funds issue third-party audited annual financial statements and do not require prepayment of fees by investors six months or more in advance.

## BUSINESS CONTINUITY PLAN

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Sundance Bay has a Business Continuity Plan ("BCP") in place that provides detailed steps to mitigate and recover from the loss of office space, communications, services, or key people. The BCP covers natural disasters such as snowstorms, hurricanes, tornados, and flooding and human-made disasters such as loss of electrical power, loss of water pressure, fire, bomb threat, nuclear emergency, a chemical event, biological event, T-1-communications line outage, Internet outage, railway accident, and aircraft accident. Electronic files are backed up daily and archived offsite. Alternate offices are identified to support ongoing operations in the event of significant business disruption if the adviser's headquarters office is unavailable.

The adviser will observe the BCP process if a disaster dictates moving its office to an alternate location. An overview of Sundance Bay's BCP is available upon the firm's website, [www.sundancebay.com](http://www.sundancebay.com), and by request by calling 801.783.3430 directly.

## INFORMATION SECURITY PROGRAM

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Sundance Bay maintains an Information Security Program to reduce the risk of breaching investor's personal and confidential information. Please contact us directly at 801.783.3430 for additional information or questions regarding this Program.

## PRIVACY PRACTICES

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The following is Sundance Bay's Privacy Notice (the "Privacy Notice") regarding the adviser's use and safeguarding of personal, private, and confidential information. In the Privacy Notice, the term "Company" shall mean Sundance Bay Investment Manager, LLC.

### Privacy Notice

In the ordinary course of its formation, operation and dissolution, the Company will collect and disclose certain private information about Members. Personal financial information about such Members, such as their names, addresses, social security numbers, assets, and incomes, may be obtained from subscription agreements and other documents. Other personal information, such as capital account balances, account data, and information about their participation in other investments, may be obtained in the course of transactions between the Members and the Company or its affiliates.

This private information will only be disclosed as permitted by applicable law to the Company's affiliates and service providers, including the Company's accountants, attorneys, broker-dealers, custodians, transfer agents, and any other parties whose services are necessary or convenient to the formation, operation or dissolution of the Company. Any party receiving private information about any Members pursuant to the preceding sentence will be authorized to use such information only to perform the services required and as permitted by applicable law. No party receiving a Member's personal information will be authorized to use or share that information for any other purpose.

The Company may provide information about other Members, such as name, contact information, Percentage Interest, and similar information, to other Members as required by the or governing law or as otherwise deemed appropriate by the Manager. Access to private information about Members will be restricted to those who require such access to provide services to the Company and the Members. The Company will maintain physical, electronic, and procedural safeguards that comply with federal regulations to guard private information about Members.

In all events, the Company may disclose Member information: (i) to other Members as required or permitted within each Fund's respective Confidential Offering Memorandum and legal documents and (ii) as otherwise required by applicable law. The foregoing Privacy Notice reflects a privacy policy the Manager has adopted. It may be updated from time to time upon notice to Members.