

# **First Turn Management, LLC**

## **FIRM BROCHURE** (Part 2A of Form ADV)

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Part 2A of Form ADV (the “Brochure”) provides information about the qualifications and business practices of First Turn Management, LLC (“First Turn” or the “Firm”). If you have any questions about the contents of this Brochure, please contact us at (858) 759-4545 and/or [www.firstturnmgmt.com](http://www.firstturnmgmt.com). The information in this Brochure has not been approved or verified by the United States Securities and Exchange Commission (“SEC”) or by any state securities authority.

First Turn is registered as an investment adviser with the Securities and Exchange Commission; however, such registration does not imply a certain level of skill or training and no inference to the contrary should be made.

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

## **Item 2: Material Changes**

The purpose of this item is to inform you of any material changes since the last annual update to this brochure. First Turn Management reviews and updates First Turn's brochure at least annually to ensure it is current and accurate.

The following is a list of material changes from First Turn's brochure dated July 28, 2023:

Item 12: Updated trading procedures

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## Item 4: Advisory Business

### *Description of Firm and Principal Owners*

First Turn Management, LLC (“First Turn”) is a Delaware limited liability company and a registered investment adviser, effective as of August 28, 2023. On September 30, 2023, First Turn acquired the general partner interest in NicHealth, LP and certain other assets from Nicholas Investment Partners, L.P. (“Nicholas”) (the “Acquisition”). First Turn is owned by entities controlled by each of Lisa Wheatley and certain persons who are employees, officers and/or directors of IQHQ, Inc., its external manager or its affiliates (collectively, “IQHQ,” detailed in Section 10 below). Following the Acquisition, NicHealth, LP changed its name to First Turn, LP (the “Fund”). The owners of First Turn are also the owners of First Turn GP, LLC (“First Turn GP”), the general partner of the Fund.

Lisa Wheatley (the “Managing Partner”) is responsible for managing First Turn and its clients’ portfolios, the investments of which are made independently of Nicholas.

### *Investment Advisory Services Offered*

#### **Private Funds**

First Turn provides discretionary investment advisory services to the Fund and may in the future provide services to additional private funds. These advisory services are provided to clients pursuant to the terms in each private fund’s private placement memorandum, operating agreement, limited partnership agreement, and/or investment management agreement, as applicable (each client’s “Governing Documents”) and based on the specific investment objectives and strategies as disclosed therein.

#### **Separate Accounts**

First Turn provides advice to clients based on specific investment objectives and strategies. Under certain circumstances, First Turn may manage client assets on a discretionary basis based upon the client’s selected investment strategy and their particular investment objectives as well as other reasonable restrictions as outlined by the client in an investment policy statement or investment management agreement. Clients are responsible for informing First Turn of any changes to their investment objectives, individual needs and/or guidelines and restrictions. First Turn does not assume any responsibility for the accuracy of the information provided by clients.

Clients establishing separate accounts will retain individual ownership of all securities through their selected custodian bank or brokerage firm.

#### **Wrap Fee Accounts (“Wrap”)**

First Turn does not currently offer its strategies through any discretionary wrap-fee programs.

## Item 5: Fees and Compensation

First Turn is strictly a fee-only investment management firm. First Turn bases its investment management fees on a percentage of assets under management and/or the performance of the account.

First Turn reserves the right to negotiate fees and alternative minimum account sizes on a case-by-case basis. First Turn may agree to aggregate assets for related accounts for fee calculations. First Turn, in its sole discretion, may also waive its fee and/or charge a lesser investment advisory fee based upon various criteria (e.g., historical relationship, type of assets, account complexity, anticipated future asset growth, dollar amounts of assets to be managed, related accounts, account composition, negotiations with clients, investment vehicle, “most favored nation” agreements, etc.).

### **Management Fees and Performance Allocation Payable by the Fund**

The investment management fees received by First Turn for managing the Fund are described in the Fund’s Governing Documents. The fees are calculated by the Fund’s administrator and deducted by First Turn as outlined in the Fund’s Governing Documents. The fee schedule for the Fund is set forth in Item 6 below.

### **Fund Expenses**

The Fund bears the costs and expenses incidental to its organization and ongoing operation, including, without limitation, (a) all trading costs and expenses (such as, for example, brokerage commissions and charges, expenses relating to short sales, clearing and settlement charges, option premiums and custodial and service fees), (b) all interest and commitment fees on loans and debit balances (on margin or otherwise), (c) the costs and expenses of negotiating and entering into contracts and arrangements and making investments in the ordinary course of the Fund’s activities (such as brokerage, legal, accounting and other professional and consulting fees and expenses arising from particular investments and potential investments) and similar expenses in terminating those contracts and arrangements and disposing of the Fund’s investments, (d) all costs and expenses incurred in visiting companies and attending research conferences (for example, airfare, hotel accommodations and meals), (e) all costs and expenses associated with registering the Fund’s restricted securities (if any), (f) all costs and expenses incurred in attempting to protect or enhance the value of the Fund’s investments (including the costs of instituting and defending lawsuits), (g) all income taxes, withholding taxes, transfer taxes and other governmental charges and duties, (h) all fees and charges of custodians, clearing agencies and banks, (i) all administration, bookkeeping, recordkeeping, legal, accounting, auditing, tax preparation and all professional, expert and consulting fees and expenses arising in connection with the Fund’s activities (including fees and expenses of counsel for the Fund, the Fund’s general partner or one or more officers or managers of the Fund’s general partner, service contracts related to on-line research, portfolio management and quotation services and equipment (including computer hardware and software related thereto) and all fees, costs and expenses of accounting, bookkeeping and recordkeeping services of the fund administrator or any similar service provider retained by the Fund’s general partner to assist it in performing these services for the Fund, (j) all fees, costs and expenses of offering and selling

Interests and communicating with investors (including, without limitation, legal and accounting fees and expenses, governmental and self-regulatory agency filing fees, and travel expenses, such as airfare, hotel accommodations and meals), (k) all premiums and other costs and expenses of insurance policies as the general partner of the Fund considers appropriate, insuring the Fund, the general partner of the Fund and their affiliates against liabilities that may arise in connection with the business or management of the Fund, (l) all costs and expenses of proxy voting services, (m) any contingencies for which the general partner determines reserves are required, and (n) any extraordinary expenses (such as litigation expenses). Except as described above, the general partner of the Fund shall bear all of its operating, general, administrative and overhead costs and expenses and shall not otherwise charge the Fund for any thereof, except that these costs and expenses, together with all or any portion of the Fund's expenses, may be paid by securities brokerage firms and futures commission merchants to which the general partner of the Fund directs the securities trades of the Fund and any other accounts managed by the general partner of the Fund.

Any expense of the Fund that relates specifically to "Special Securities," as defined in the Fund's Governing Documents, will be charged solely against the investors in the Fund participating in such Special Securities in proportion to their interest in such Special Securities. The Firm will determine, in its sole discretion, whether an expense relates specifically to Special Securities (including the determination that an expense will not be specifically allocated for purposes of administrative convenience or otherwise).

The Fund's Governing Documents permit an investor to, on at least 30 days' advance notice to First Turn and subject to certain restrictions as provided in the Fund's Governing Documents, withdraw all or part of its capital account balance (except for any portion of the capital account balance attributable to certain allocations of Special Securities) and any amount attributable to the audit hold back on the last business day of the fiscal quarter.

Investors should refer to the Fund's Governing Documents for a detailed discussion on the fees and expenses paid by the Fund.

### **Separate Account Fees**

To the extent that First Turn provides services to separate account clients, advisory fees will be individually negotiated and described in the investment management agreement. Such accounts will generally be subject to a management fee and a performance allocation subject to a hurdle. In addition to advisory fees, there will be other fees or expenses charged to clients by their custodians, broker-dealers or other service providers, including custodian fees, brokerage fees, transaction or ticket charges or taxes, among others.

## **Item 6: Performance-Based Fees and Side-by-Side Management Fees**

As described in Item 5, First Turn will generally receive performance-based compensation from its clients as set forth in the investment management agreement of each separately managed account. The side-by-side management of performance-based fee accounts and asset-based fee accounts present various conflicts of interest, which include, but are not limited to an incentive to favor accounts with performance-based fees which could increase fees paid to First Turn and an incentive

for the Firm to make riskier or more speculative investments on behalf the Fund than it might make otherwise.

Certain investors may have a higher management fee or performance fees than other investors. When First Turn manages more than one client or separately managed account, a conflict exists for one client or separately managed account to be favored over another client or separately managed account. In such a case, First Turn and its investment personnel have a greater incentive to favor a client or separately managed account that pays First Turn (and, indirectly, its investment personnel) higher management fees or incentive allocations. However, First Turn has adopted policies and procedures intended to address conflicts of interest that may arise relating to the management of multiple clients or separately managed accounts, including accounts with different fee arrangements and the allocation of investment opportunities. First Turn reviews investment decisions for the purpose of ensuring that all accounts with substantially similar investment objectives are treated equitably. It is First Turn's general policy to trade the portfolios of all clients or separately managed accounts on a *pari passu* basis based on relative capital. However, allocations may be made on a basis other than *pro rata* for a number of reasons, including, but not limited to: a particular client's or separately managed account's investment guidelines and restrictions; available cash; liquidity requirements; tax or legal reasons; to avoid odd lots; or in cases in which such an allocation would result in a *de minimis* allocation to a client or separately managed account.

#### **Performance Based Fees for Private Funds**

The Firm will receive an annual performance allocation ("Performance Allocation") at the close of each fiscal year (or other relevant period referred to below, as the case may be) ranging from 15-20% of the client's net income (including realized and unrealized gains and losses and net of the management fee) attributable to each investor's capital account for such fiscal year (or other applicable period).

#### **Management Fee and Performance Based Fee for the Fund**

The basic fee schedule for the Fund includes an annual fixed fee of 1.25% of the net asset value, payable quarterly in arrears. Performance-based fees for the Fund are 15% or 20% of net profits and, depending on the applicable class of interests, are subject to a hurdle. Performance-based fees are generally paid at the end of each fiscal year, in an aggregate amount equal to a specified percentage of the excess of any net capital appreciation allocated to the capital accounts of the underlying investors in the Fund. Profits and losses from the sale (including any deemed sale) of any "Special Securities," as defined in the Fund's Governing Documents, will only be considered for purposes of calculating any applicable performance-based profit allocation or fee in the year such sale occurs.

Upon any withdrawal by an investor, whether voluntary or involuntary, the Performance Allocation will be allocated with respect to the amounts withdrawn. The Performance Allocation will also be allocated upon dissolution of one or more of the clients.

The Firm, in its sole discretion, may waive or reduce the Performance Allocation with respect to one or more investors (including with respect to First Turn affiliates) for any period of time, or agree to modify the Performance Allocation for that investor.

The Performance Allocation will be subject to what is commonly known as a "high water mark" provision. That is, if an investor's capital account has a net loss in any fiscal year (or other relevant period, as applicable), this loss will be recorded and carried forward as to such capital account to

future fiscal years (or other relevant periods) (such amount is referred to as the “Loss Carryforward”). The Firm will not receive the Performance Allocation with respect to an investor’s capital account in any future fiscal year (or other relevant period) until the Loss Carryforward amount for such capital account has been recovered. Once the Loss Carryforward has been recovered, the Performance Allocation will be based on the excess profits (over the Loss Carryforward amount) as to such capital account, rather than on all profits. When an investor withdraws capital, any Loss Carryforward will be adjusted downward in proportion to the withdrawal. The Firm may agree with any investor to apply a different Loss Carryforward provision for such investor.

### **Performance Based Fees for Separate Accounts**

To the extent that First Turn provides services to separate account clients, Performance Allocation will be individually negotiated and described in the applicable investment management agreement and may or may not include a hurdle. Such accounts will generally be subject to a high-water mark, which will be individually negotiated.

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

First Turn provides investment advisory services to private funds and/or separately managed accounts as described in Item 4.

### **Private Funds**

First Turn will impose a minimum subscription amount of \$1 million to invest in the Fund. The details regarding minimum account sizes, fees and other important information are outlined in each client’s Governing Documents. First Turn reserves the right to waive account minimums at its sole discretion.

### **Separate Accounts**

The institutional account minimum size is \$25 million. Separate account client minimums will be individually negotiated. First Turn reserves the right to waive account minimums at its sole discretion.

### **Other Services**

First Turn provides healthcare research services to Nicholas, a long-only equity manager, pursuant to the terms of the Services Agreement (as defined below), for a fixed annual fee. Under the Services Agreement, Nicholas has access to the First Turn investment team and their research library and has daily transparency into First Turn’s investment portfolio. Nicholas, at its sole discretion, may choose to purchase or sell these securities in their own client portfolios, which are unrelated to First Turn or its clients. This arrangement gives rise to conflicts of interest related to front running, liquidity, market timing, and the price of execution for certain transactions, where either Nicholas or First Turn will have an incentive to favor themselves or certain clients to the detriment of other clients. Nicholas and First Turn have created policies and controls to address these conflicts of interest. Please see item 12 for further detail.

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

### **Investment Objective**

First Turn seeks long-term capital appreciation, with the aim of generating positive risk-adjusted returns by investing in a diversified portfolio of healthcare and therapeutics-related investments.

### **Investment Strategy**

First Turn seeks to achieve its investment objective by pursuing a process that combines a top-down evaluation of emerging technologies/trends and a rigorous fundamental research process.

With an emphasis on development-stage and near commercial-stage companies, the strategy intends to invest in sub-sectors believed to be experiencing the most rapid advancements, including biotechnology, medical technology, life science tools & diagnostics, and digital health. The strategy seeks to identify individual investments representing high conviction, both fundamental long and short positions. The time horizon for long investments may generally range from a few months to up to 24 months depending on the specific investment thesis.

Clients may also invest in private securities, held in a side-pocket. Private investments will be subject to a cap of 20% of client assets. Investors may opt-out of private securities held in a side-pocket at the time of subscription.

### **Investment Process**

First Turn intends to invest client assets globally in companies of all market capitalizations, primarily through investment in equity securities, ADRs, U.S. and non-U.S. listed options, total return and equity swaps (including baskets), and exchange-traded fund (“ETFs”). First Turn may also invest client assets in debt securities, convertible securities, options and warrants of these companies.

First Turn anticipates that the investment universe for clients will include approximately 400 companies across the life science/healthcare ecosystem. First Turn’s investment team will closely monitor the progress and execution of this group of companies, as well as the broader universe of treatments and therapies in development with the goal of identifying opportunities that are progressing toward potential commercial viability.

Investment ideas are primarily generated from this internal monitoring process. In addition, ideas may be sourced externally and subsequently vetted through the internal security selection process. First Turn’s research is predicated on rigorous analysis of scientific literature, the company’s fundamental business metrics, understanding the current standard of care, evaluating the sustainability of the proposed business models (e.g., drivers, market sizing, clinician feedback), interviews with executive teams and competitors, and an analysis of the feasibility of proposed timelines.

### **Portfolio Construction and Risk Management**

In managing its clients’ portfolios and the Fund, First Turn intends to construct a portfolio that leverages the opportunities identified from the investment process. The portfolio will typically be comprised of 30 to 50 health care related securities, diversified across healthcare sub-sectors, consisting of both long and short positions.

First Turn maintains a disciplined approach to risk-management at the position, portfolio, and enterprise level, attempting to embed several layers of risk mitigation through its portfolio construction:

- Diversifying its investments across sub-sectors with the aim of dampening overall portfolio

volatility by providing multiple return drivers, potentially providing cross-sectional correlation benefits.

- Active position sizing and position limits and integrates risk controls, where no one security can significantly hinder total performance.
- Manage cash position to dampen volatility (cash max: 20%).

While First Turn believes being long-term investors offers better return prospects than being short, at times the Firm will encounter short opportunities with attractive risk-adjusted return potential. These single name shorts carry the same entry criteria as longs and require a near-term catalyst.

### **Summary of Material Risks**

There can be no assurance that First Turn's investment objective in managing the Fund and other clients will be achieved, and that the Fund or other clients will not incur losses. The risks described below are not meant to be a comprehensive collection of all risks with which the Fund or other clients will be confronted. Each investor is also encouraged to consult with First Turn to review the specific risk parameters of, and assets that comprise, each client at any given time and from time to time.

### ***General Risk of Loss***

Investing in any strategy involves the risk of loss. The potential use of leverage can significantly increase the risk of loss. All investment programs have certain risks that are borne by the investor. Each holding is subject to security-specific risks as well as active risk to its benchmark. Security specific risk is minimized by restricting individual positions to a maximum weight for the strategy which is monitored daily by the lead portfolio manager and compliance. The research process is designed to evaluate the relative risk and potential reward of each holding. This includes the evaluation of each company's business model, competition, changes in the regulatory environment and other factors that would prevent the company from meeting its projected estimates. No process can eliminate all risk.

Investments in a sector strategy are for investors that are sophisticated and have the skill to carefully consider the following risk factors, in addition to the matters set forth in a respective client's Governing Documents. The following list is not a complete list of all risks and other considerations that may be involved in connection with First Turn's investments. There can be no assurance that the strategies will be able to achieve their investment objectives or that the investors will receive any return on, or recovery of, their capital. As such, the investments involve a high degree of business and financial risk and can result in substantial losses. First Turn may add, modify and/or remove investment strategies at any time pursuant to a client's Governing Documents.

### ***Nature of Private Fund Investments***

Investment in the Fund requires a long-term commitment, with no certainty of return. Identifying potentially profitable investments is a difficult task. The assets in which the Fund will invest may involve a high degree of risk. Such assets may face intense competition, including competition from companies with greater financial resources, more extensive development, marketing and service capabilities, and a larger number of qualified managerial and technical personnel. Some of the Fund's investments will be illiquid, and there can be no assurance that the Fund will be able to realize a return on such investments in a timely manner, if at all. Investments in the Fund are not insured by the Federal Deposit Insurance Corporation or the Securities Investor Protection Corporation. Additionally, it should be noted that past performance is not a guarantee of future results.

### ***First Turn's Lack of Operating History***

Although First Turn and the members of the investment team have extensive experience in making investments, First Turn has no operating history.

### ***Risk of Investing in the Healthcare Industry***

Investing in securities and other instruments of healthcare companies involves substantial risks. The healthcare industry is subject to regulatory controls by international, national and, in some instances, local governmental authorities. The nature and scope of healthcare regulations generally are subject to political forces and market considerations, the effects of which cannot be predicted. There can be no assurance that governments or regulatory agencies will not adopt laws or regulations, change their interpretation of existing laws and regulations, or take other actions that adversely affect the markets or companies in which the Fund or other clients can invest or could have invested. Further, companies in the healthcare industry are often subject to significant risks related to litigation and liability for damages in connection with their operations. The litigation and liability environment in the healthcare industry is constantly evolving, and new court decisions and legislative activity could increase exposure to any of these types of claims.

First Turn invests in the securities of healthcare companies that are engaged in the development of products or technologies or that are conducting clinical trials on products or technologies. Obtaining required regulatory approvals often requires the submission of extensive preclinical and clinical data, information about product manufacturing processes, and inspection of facilities and supporting information for each therapeutic indication to establish a product candidate's safety and efficacy. Varying interpretations of the data obtained from preclinical and clinical testing could delay, limit or prevent regulatory approval of a product candidate. The process of obtaining and maintaining regulatory approvals could vary and involves substantial regulatory discretion, is expensive, and often takes many years, if approval is obtained at all.

Intellectual property rights in the fields of medical devices, diagnostics, pharmaceuticals, and biotechnology are highly uncertain and could involve complex legal and scientific questions. Healthcare companies may not be able to obtain additional issued patents relating to their products, methods, processes, services, or other technologies. Even if issued, patents could be challenged, narrowed, invalidated, or circumvented, or others could obtain patents claiming aspects similar to those covered by such patents and patent applications, which factors could limit a company's ability to stop competitors from marketing similar products or services, limit the length of the term of patent protection they could have for their products or services, and expose them to substantial costs and risks in litigation and administrative proceedings and drain resources. Changes in either patent laws

or in interpretations of patent laws in the U.S. and other countries could diminish the value of a company's intellectual property or narrow the scope of its patent protection.

The testing and marketing of medical products and technologies entail an inherent risk of product liability. Accordingly, companies in the healthcare industry could be exposed to potential liability risks inherent in the testing, manufacturing, marketing, and sale of healthcare products and/or the provision of healthcare services. A liability claim or the imposition of liability could have an adverse effect on the market prices of a company's securities.

## **Additional Investment Risks**

### ***Banking System Volatility***

In 2023, several banks' assets were seized by state banking regulators and the banks were placed in United States Federal Deposit Insurance Corporation (the "FDIC") receivership (referred to as a "bank failure").

First Turn and the Fund maintain substantially all of their respective cash and cash equivalents in accounts with major U.S. and multi-national financial institutions, and their respective deposits at certain of these institutions could exceed the insured limits, where applicable. Furthermore, many of the foregoing's respective cash and cash equivalents could be held by a single financial institution or a few institutions. The events could impact the viability of these institutions. In the event of failure of any of the financial institutions where First Turn, First Turn GP, or the Fund maintains its respective cash and cash equivalents, there can be no assurance that each could access uninsured funds promptly or at all. Ordinarily, First Turn and the Fund will be unsecured creditors for cash and cash equivalents held with such institutions in excess of insured deposit limits, and therefore could be exposed to a credit risk. Furthermore, the Fund could be unable to call capital from the investors until it sets up a new deposit account at a different institution (which could be a time-consuming process and could be prohibited under the Fund's then-existing credit facilities). If First Turn or the Fund have credit facilities and deposit accounts provided by the same financial institution, and such institution fails, the Fund could have to make more frequent capital calls to investors and First Turn, the Fund could face significant difficulties in funding any near-term obligations they have. Likewise, the investors use various financial institutions. If an institution used by an investor fails, such investor could be unable to satisfy capital calls made by a Fund. This could lead to a Fund utilizing shortfall funding solutions as available to the Fund and as permitted by Fund's Governing Documents. Any inability to access, or delay in accessing, these funds (including the inability of an investor to fund its capital commitments) could adversely affect the business and financial position of First Turn or the Fund.

The bank failures will hurt the availability of certain financial services to their respective former clients, which could include First Turn, the Fund, or service providers and could require former clients to establish new bank relationships. These bank failures, and any additional bank failures that could occur within the banking system, could significantly increase First Turn's and the Fund's costs, harm the Fund's ability to execute on pending transactions, including with respect to the ability to draw down amounts under credit facilities, and divert First Turn's time, attention and resources away from the pursuit of the Fund's investment strategy. Furthermore, these bank failures, and any additional bank failures that can occur within the banking system, could also increase counterparty

risk, including raising the likelihood of defaults or bankruptcies by counterparties and their major customers that rely on those bank relationships. Depending on ongoing developments, regulatory guidance and timing, the bank failures could significantly exacerbate the normal risks associated with the Fund and lead to adverse changes to, among other things: (i) general economic and market conditions; (ii) interest rates, currency exchange rates, and expenses associated with currency management transactions; (iii) demand for investments; (iv) availability of credit in certain markets; and (v) laws, regulations and governmental policies. Furthermore, the bank failures could lead to financial system and participant regulatory reform, and such increased regulatory oversight could impose additional administrative burden on First Turn and the Fund. The foregoing could materially adversely impact the Fund's operations and its ability to realize its investment objectives promptly, and it is currently unclear what the ultimate effect of the situation will be on the private equity industry and global markets as a whole.

### ***Counterparty Risk***

The risk that the person or institution with which you have entered a financial contract -- who is a counterparty to the contract -- will default on the obligation and fail to fulfill their side of the contractual agreement. In other words, counterparty risk is a type of credit risk. Counterparty risk is the greatest in contracts drawn up directly between two parties and least in contracts where an intermediary acts as a counterparty. It is the risk inherent to each party to a contract that the counterparty will not live up to its contractual obligations.

### ***Currency Risk***

Overseas investments are subject to fluctuations in the value of the dollar against the currency of the investment's originating country. This is also referred to as exchange rate risk.

### ***Cybersecurity Risk***

The operations of First Turn rely on the secure processing, storage, and transmission of confidential and other information in its computer systems and networks and the computer systems and networks of service providers. Although First Turn takes protective measures, and it is expected that service providers would take protective measures, their respective computer systems, software, and networks may be vulnerable to unauthorized access, theft, misuse, computer viruses or other malicious code and other events that could have a security impact. If one or more of such events occur, the investors' confidential information processed and stored in, and transmitted through their respective computer systems and networks could be jeopardized.

### ***Derivatives Risk***

Derivatives strategies involving the purchase or sale of futures and forward contracts (including foreign currency exchange contracts), call and put options, credit default swaps, total return swaps, interest rate swaps and other swap agreements and other derivative instruments for investment purposes, leveraging purposes or in an attempt to hedge against market, credit, interest rate, currency and other risks in the portfolio. Derivatives are highly specialized instruments that require investment and risk analysis expertise different from those associated with traditional equities and bonds. The use of a derivative instrument requires an understanding not only of the underlying instrument but also of the derivative itself, without the benefit of observing the performance of the derivative under all possible market conditions. The use and complexity of derivatives require the maintenance of adequate controls to monitor transactions and the ability to assess the risks of

derivatives. Derivatives are subject to a number of risks such as liquidity risk, interest rate risk, issuer risk, credit risk, leveraging risk, counterparty risk, management risk and, if applicable, smaller company risk. They also involve the risk of mispricing or improper valuation, the risk of unfavorable or ambiguous documentation and the risk that changes in the value of the derivative may not correlate perfectly with the underlying asset, rate or index. When used for hedging purposes, an imperfect or variable degree of correlation between price movements of the derivative instrument and the underlying investment sought to be hedged may prevent the hedge from achieving the intended hedging effect or increase the risk of loss. Derivative instruments can lose more than the principal amount invested. Derivatives markets may be illiquid due to various factors, including disorderly markets, limitations on deliverable supplies, the participation of speculators, government regulation and intervention, and technical and operational or system failures. The prices of many derivative instruments, including many options and swaps, are highly volatile. Price movements of options contracts and payments pursuant to swap agreements are influenced by, among other things, interest rates, changing supply and demand relationships, and trade, fiscal, monetary and exchange control programs and policies of governments, and national and international political and economic events and policies. Strategies may be required to segregate liquid assets to cover the obligations under these types of securities. The amount of segregated assets may exceed the value of the obligation.

### ***Exchange-traded Funds (“ETFs”) Investing Risk***

Most ETFs are investment companies whose shares are purchased and sold on a securities exchange. Generally, an ETF represents a portfolio of securities designed to track a particular market segment or index. An investment in an ETF generally presents the following risks: (i) the same primary risks as an investment in a conventional fund (i.e., one that is not exchange-traded) that has the same investment objectives, strategies and policies; (ii) the risk that an ETF may fail to accurately track the market segment or index that underlies its investment objective; (iii) price fluctuation, resulting in a loss to the Fund or other clients; (iv) the risk that an ETF may trade at a discount to its net asset value (“NAV”); (v) the risk that an active market for an ETF’s shares may not develop or be maintained; and (vi) the risk that an ETF may no longer meet the listing requirements of any applicable exchanges on which that ETF is listed. In addition, as with traditional mutual funds, ETFs charge asset-based fees. Investors will indirectly pay a proportional share of the asset-based fees of the ETFs in which the clients invest.

### ***Financial Risk***

Excessive borrowing to finance a business’ operations increases the risk of not achieving profitability, because the company must meet the terms of its obligations in good times and bad. During periods of financial stress, the inability to meet loan obligations may result in bankruptcy and/or declining market value.

### ***Foreign Securities Risk***

Investing in foreign securities typically involves more risks than investing in U.S. securities, and includes risks associated with: political and economic developments - the political, economic and social structures of some foreign countries may be less stable and more volatile than those in the U.S.; trading practices -government supervision and regulation of foreign security and currency markets, trading systems and brokers may be less than in the U.S.; availability of information – foreign issuers may not be subject to the same disclosure, accounting and financial reporting standards and practices as U.S. issuers; limited markets – the securities of certain foreign issuers

may be less liquid (harder to sell) and more volatile, and currency exchange rate fluctuations and policies. The risks of foreign investments typically are greater in less developed countries or emerging market countries and may be applicable to investing in depository receipts.

### ***Industry Concentration Risk***

First Turn's concentration in the healthcare industry and lack of diversification across other sectors present risks specific to such strategies. Those risks include the following: certain companies could have limited operating histories; scarcity of management and marketing personnel with appropriate scientific or medical training could result in slow or impeded growth of a company; the possibility of lawsuits related to patents or products; obsolescence of products; changes in government policies; changes in investor sentiments and preferences with regard to healthcare sector investments (some of which are generally perceived as risky); volatility in the U.S. and other stock markets that affects the prices of healthcare company securities, resulting in substantial volatility in the performance of investments held by the Fund or other clients; and the fact that many companies in the healthcare sector are subject to extensive government regulation.

### ***Inflation Risk***

When any type of inflation is present, a dollar today will not buy as much as a dollar next year because purchasing power is eroding at the rate of inflation.

### ***Interest Rate Risk***

Fluctuations in interest rates may cause investment prices to fluctuate. For example, when interest rates rise, yields on existing bonds become less attractive, causing their market values to decline.

### ***IPO Risk***

The strategies may purchase initial public offerings ("IPOs") or shortly thereafter. The prices of securities purchased in IPOs can be volatile. The effect of IPOs on the portfolio(s) performance depends on a variety of factors.

### ***Key Persons***

The Firm's performance is largely dependent on the talents and efforts of certain highly skilled individuals. The Firm's continued ability to effectively manage its clients depends on the ability of the Firm to attract, retain and motivate its investment professionals and other key persons.

### ***Leverage Risk***

Leverage involves investment exposures in excess of initial capital and therefore is subject to heightened risk of loss. The use of leverage may cause a strategy to liquidate portfolio positions at disadvantageous times to satisfy its obligations or to meet margin requirements. Leverage, including borrowing, may cause the strategy to be more volatile because leverage tends to enhance the effect of any increase or decrease in the value of the strategy's portfolio securities. The effect of using leverage is to amplify gains and losses relative to the amount of a strategy's assets at risk, thus causing the account to be more volatile and may lose more than the principal invested in a strategy. The use of leverage will cause the strategy to incur additional costs for borrowing which could be significant.

### ***Liquidity Risk***

Liquidity is the ability to readily convert an investment into cash. Generally, assets are more liquid

if many traders are interested in a standardized product. Liquidity risk can result from the lack of an active market or a reduced number and capacity of traditional market participants to make a market in particular investments. Accounts can also experience liquidity risk to the extent they invest in private placement securities. For example, Treasury Bills are highly liquid, while real estate properties are not.

### ***Managed Portfolio Risk***

As an actively managed portfolio, the value of the Fund's (or other clients') investments could decline because the financial condition of an issuer may change (due to such factors as management performance, reduced demand or overall market changes), financial markets may fluctuate or overall prices may decline, or the manager's investment techniques could fail to achieve the Fund's (or other clients') investment objective or negatively affect the Fund's (or other clients') investment performance.

### ***Market Risk***

The price of a security, bond, or mutual fund may drop in reaction to tangible and intangible events and conditions. This type of risk is caused by external factors independent of a security's particular underlying circumstances. For example, political, economic and social conditions may trigger market events.

### ***Private Equity and PIPES Risk***

These securities are generally offered in unregistered transactions pursuant to private placements in reliance on the exemption from registration provided by Regulation D under the Securities Act, purchased through privately negotiated transactions with unaffiliated third parties or acquired in transactions consummated outside of the United States in reliance on Regulation S under the Securities Act. The Fund (or other clients) may also purchase equity securities that are restricted as to resale and sold by issuers which have outstanding, publicly-traded equity securities of the same class ("private investment in public equity" or "PIPEs"). The PIPEs may contain provisions requiring the issuer to pay specified financial penalties to the holder if the issuer does not publicly register the PIPEs within a specified period of time, but there is no assurance that the PIPEs will be publicly registered.

There may be no market for some of the securities in which the Fund (or other clients) invests. Some of the securities may be relatively illiquid, either because they are thinly traded, because they are traded in the over-the-counter market or on a regional exchange, or because they are subject to transfer restrictions (such as certain private equity investments and PIPEs). Consequently, the Fund (or other clients) may not be able promptly to liquidate those investments if the need should arise, and its ability to realize gains, or to avoid losses in periods of rapid market activity, may therefore be affected. In addition, the value assigned to such securities for the purposes of valuing Interests and determining net profits and net losses may differ from the value the Fund is (or other clients are) ultimately able to realize.

### ***Small Cap Risk***

Small-cap stocks may be subject to a higher degree of risk than more established companies' securities. The relative illiquidity of the small-cap market may adversely affect the value of these investments.

***Short Sale Risk***

First Turn can engage in short sales of securities. A short sale results in a gain if the price of the securities sold short declines between the date of the short sale and the date on which securities are purchased to replace those borrowed. A short sale results in a loss if the price of the securities sold short increases. Any gain is decreased, and any loss is increased, by the amount of any payment, dividend or interest that may be required to pay with respect to the borrowed securities, offset (wholly or partly) by short interest credits. In a generally rising market, short positions may be more likely to result in losses because securities sold short may be more likely to increase in value. A short sale involves a finite opportunity for appreciation, but a theoretically unlimited risk of loss.

***Special Purpose Acquisition Company (“SPAC”) Risk***

A company with no commercial operations that is formed strictly to raise capital through an IPO for the purpose of acquiring an existing company. At the time of the IPO investors are unaware of the specific company the SPAC may acquire and therefore may not fully know or understand all risk involved with the investment.

***Volatility Risk***

The prices of financial instruments in which the Fund (or other clients) could invest can be highly volatile. Price movements of forward and other derivative contracts in which the Fund’s (or other clients’) assets could be invested are influenced by, among other things, interest rates, changing supply and demand relationships, trade, fiscal, monetary, and exchange control programs and policies of governments, and national and international political and economic events and policies. The Fund is (and other clients are) subject to the risk of failure of any of the exchanges on which its positions trade or of their clearinghouses.

**Item 9: Disciplinary Information**

First Turn has not been the subject of any material legal or regulatory findings, or the subject of any pending criminal proceedings.

**Item 10: Other Financial Industry Activities and Affiliations**

The owners of First Turn are also the owners of First Turn GP, the general partner of the Fund which controls the business and affairs of the Fund.

Pursuant to the terms of a transition services agreement between First Turn and Nicholas (the “Services Agreement”), Nicholas provides the following services to First Turn on behalf of the Fund and other First Turn clients: (a) front, middle, and back-office services, including securities trading, operational support, accounting and administration services, (b) sales and marketing support services, and (c) compliance support services. Policies have been set forth to protect First Turn’s clients from conflicts that may arise due to initiating an order in the trading system and the placement of orders. This arrangement gives rise to conflicts of interest related to front running, liquidity, market timing, and the price of execution for certain transactions, where either Nicholas or First Turn will have an incentive to favor themselves or certain clients to the detriment of other clients. Nicholas and First Turn have created

policies and controls to address these conflicts of interest. Please see item 12 for further detail. Cathy Newcomb is the acting CCO for both First Turn and Nicholas. Each of First Turn and Nicholas has their own independent compliance program that is administered by the CCO. Both First Turn and Nicholas will abide by the same personal securities trading policy to mitigate the risk of supervised persons simultaneously trading against or in the same names as clients or the Fund.

Certain First Turn owners are affiliated with, employees of, and/or serve as officers or directors of IQHQ, a life sciences real estate development company (such owners, the “Affiliated Owners”). IQHQ is not an investment adviser and does not have an economic interest or any rights in First Turn or the Fund or its other clients. This ownership structure is further described in the Firm’s Form ADV 1A, Schedule A. The Affiliated Owners are entitled to a portion of the management fee and performance-based fees as described in Item 5. Ownership by the Affiliated Owners gives rise to conflicts of interest whereby the interests of IQHQ, its employees, officers and directors may run counter to those of the Fund or its other clients. The Firm believes such conflicts will be mitigated due to the following: (1) the Affiliated Owners are not involved in the management and operations of the Firm nor are they involved in the investment decisions made by the Firm on behalf of the Fund or its other clients; (2) the Firm expects limited overlap, if any, of investment opportunities presented to the Firm and the Fund with those presented to IQHQ; (3) First Turn employees are not otherwise affiliated with the Affiliated Owners, IQHQ or any of their affiliates and will allocate such time and attention as deemed appropriate and necessary to carry out the operations of the Fund effectively; and (4) the Firm maintains policies and procedures that are intended to mitigate the impact of such conflicts, if they arise.

The Firm does not recommend or select other investment advisers for direct or indirect compensation.

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

### **Description of Code of Ethics**

First Turn maintains a Code of Ethics which sets forth high ethical standards of business conduct that it requires of its employees, including compliance with applicable federal securities laws. First Turn and its personnel have an obligation to understand and abide by the provisions of the Firm’s Code of Ethics but also to the general principles of fairness and good faith toward its clients that guide the Code of Ethics. The Firm will provide a copy of the Code of Ethics to any client or prospective client upon request. You may obtain a copy of the Firm’s most recent Code of Ethics by sending a request to:

Catherine Newcomb  
compliance@firstturnmgmt.com

### **Participation or Interest in Client Transactions**

Neither First Turn nor its supervised persons may buy securities from or sell securities to any investment advisory client.

“Supervised Persons” (as defined in Section 202(a)(25) under the Advisers Act) and their related persons may have significant ownership interests in the strategy. First Turn, its supervised employees and their related persons may be invested in the Fund or separately managed accounts

along with other investors. These related parties will participate in all transactions on a pro rata basis along with other investors. In addition, First Turn will solicit or recommend investments in the Fund (for which it acts as general partner and investment adviser) to prospective advisory clients. To the extent that a prospective advisory client chooses not to invest in the Fund, First Turn may solicit or recommend that they enter into a separately managed account for which First Turn acts as investment adviser. The conflicts of interest that arise from these situations are described briefly in Item 6, Item 10 and in detail in First Turn's Code of Ethics. First Turn has implemented policies and procedures intended to address these conflicts of interest.

### **Personal Trading**

First Turn and its employees may buy or sell securities in their personal accounts that are also held in client accounts.

First Turn has adopted a Code of Ethics in compliance with Rule 204A-1 under the Investment Advisers Act of 1940, as amended, which establishes standards of conduct for First Turn's supervised persons. The Code of Ethics includes general requirements that First Turn's 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 client information. As stated above, clients and prospective clients may obtain a copy of First Turn's Code of Ethics by contacting the Firm's Chief Compliance Officer, Catherine Newcomb, at [compliance@firstturnmgmt.com](mailto:compliance@firstturnmgmt.com).

Each supervised person of First Turn receives a copy of the Code of Ethics and any material amendments to it and must acknowledge in writing having received the materials. Annually, each supervised person must certify that he or she complied with the Code of Ethics during that year. It also requires supervised persons to report any violations of the Code of Ethics promptly to the Chief Compliance Officer.

The Code of Ethics requires supervised persons to report their personal securities transactions and holdings to First Turn for review. The Code of Ethics also requires all personnel to pre-clear all trades (including private placements) for personal securities accounts with the Chief Compliance Officer or designated senior personnel, other than trades specified as "exempted securities" (such as mutual funds, exchange traded funds, US treasuries, etc.).

First Turn and its partners, officers and employees may buy or sell certain securities for their own accounts based on personal investment considerations aside from company or industry fundamentals, which First Turn would not deem appropriate to buy or sell for clients. First Turn's partners, officers and employees may also invest in First Turn's managed portfolios. First Turn's partners, officers and employees, may from time-to-time purchase or sell, or hold positions in, securities recommended to clients, including purchasing securities that are being sold for clients and vice versa. First Turn's Code of Ethics seeks to ensure such employees do not personally benefit from the short-term market effects of their recommendations to clients through several safeguards. First, as described above, First Turn requires all employees to pre-clear all trades for personal securities accounts (except trades with respect to specified "exempted securities"). In determining

whether to pre-clear a trade, the Chief Compliance Officer and the person requesting the trade must confirm that: (1) the individual attest that he/she is not acting on material non-public information (inside information); (2) no client account has engaged in a material transaction in that security (or an equivalent security) within the past three days and First Turn does not plan to trade in such security (or an equivalent security) in the following three days; and (3) with respect to any sale by an investment person, the person requesting the trade has held the security for at least 30 days (unless the security is being sold at a loss). The three-day black out period is inclusive of the client trade date in the security and may be waived by the Chief Compliance Officer under certain circumstances which are detailed in the Firm's Code of Ethics. The Chief Compliance Officer may waive these restrictions based on individual circumstances and if it is determined that the trade does not involve a material conflict with clients' interests.

All personnel are required to have their custodian directly send duplicate copies of confirmations and statements, with respect to all brokerage accounts they are obligated to report to First Turn to monitor compliance with First Turn's personal trading policies and restrictions summarized above.

### **Gifts and Entertainment**

Occasionally, various third-party service providers such as brokers, consultants, administrators, or others may provide First Turn and its employees non-cash gifts or entertainment. First Turn has specific policies and procedures that limit, monitor, and document such gifts and entertainment.

## **Item 12: Brokerage Practices**

### ***Broker Selection Criteria***

First Turn has a service agreement with another firm to provide front, middle and back-office services. Executing and settling trades is a part of that service offering. First Turn has the fiduciary duty and authority to utilize an outside service provider for trading and will provide all relevant trading instructions to the service provider. First Turn's trading policies and procedures are outlined below. First Turn and the service provider will exercise discretion to select the brokers used for execution of First Turn client transactions. Any of the following selection criteria, without limitation, may be used by the Firm when selecting brokers:

- Transaction costs, both explicit (i.e. commission rate) and implicit (i.e. market impact, opportunity cost, etc.);
- Execution quality, precision, speed, and discretion;
- Trust, including the ability to maintain client confidentiality;
- Ability to manage large or complex trades by sourcing liquidity via natural contras, capital commitment, algorithmic strategies, and other high/low touch tools;
- Quality and breadth of research products (i.e. fundamental, quantitative, macroeconomic, etc.), capability of research analysts, and coverage/accessibility to First Turn's investment team;
- ECM capability, including primary and secondary issues and block trades;
- Provision of corporate access;
- Quality and intensity of customer service (i.e. frequent calls, prompt follow up) by experienced personnel;

- Efficiency of middle/back office operations;
- Financial responsibility, creditworthiness and reliability;
- Expertise in international markets, where applicable; and
- Counterparty risk.

When placing trades on behalf of First Turn's clients, the trading services team strives to seek best execution at the time of the trade, in accordance with First Turn's instructions. Although the trading services team will strive to achieve the best execution possible for client securities transactions, this does not require it to solicit competitive bids and the team does not have an obligation to seek the lowest available commission cost. In seeking best execution, the determinative factor is not necessarily the lowest possible cost, but whether the transaction represents the overall best qualitative execution, taking into consideration the full range of a broker-dealer's services, which may include but is not limited to the items listed above. Consistent with these factors, while the trading services team will seek competitive rates, it may not necessarily obtain the lowest possible commission rates for client transactions. First Turn is not required to negotiate "execution only" commission rates, thus the client may be deemed to be paying for research and related services (*i.e.*, "soft dollars"), if any, provided by the broker which may be included in the commission rate.

In an effort to ensure brokerage firms selected by the trading services team are conducting overall best execution, First Turn periodically evaluates the trading process pursuant to the Services Agreement and brokers utilized. First Turn's evaluation considers the full range of a broker-dealer's services, which may include but is not limited to the items listed above.

While First Turn also has discretion to determine which brokers will be used for trade execution, First Turn does not recommend to clients which brokers (or custodians) they should engage for their own purposes.

### ***Directed Brokerage Arrangements***

Clients may instruct First Turn in writing to use a specific broker or brokers to execute all or a portion of their trades. This is generally referred to as a "directed brokerage arrangement". A client's directed brokerage instructions will remain in effect until First Turn is notified in writing of any changes to the arrangement. Clients will usually set a goal or target percentage of their transactions/commissions that are required to be directed to a list of brokers specified by each client. Although First Turn strives to achieve best execution for all trading, First Turn believes directed brokerage arrangements may inhibit its ability to obtain the "best execution" for a client's directed transactions.

Clients should understand that directed brokerage arrangements may cause clients to pay higher commission rates and receive less favorable prices than other clients that do not direct brokerage. In addition, clients who have restricted brokerage to particular brokers may have their orders executed after those accounts that do not have such restrictions, and may forego any benefits of volume discounts, block (aggregated) trades and access to additional liquidity.

### ***Soft Dollar Considerations***

When appropriate under its discretionary authority and consistent with its duty to seek best execution, First Turn may direct brokerage transactions for client accounts to broker-dealers that provide First Turn with research and brokerage products and services. The brokerage commissions

used to acquire research and brokerage products and services are known as “soft dollars.” Securities Exchange Act section 28(e) provides a “safe harbor” that permits an investment adviser to pay more than the lowest available commission for brokerage and research services if it determines in good faith that the commission paid is reasonable in relation to the brokerage and research products and services provided.

Research broker-dealers typically provide a bundle of services including research services and execution of transactions. The research provided can be either proprietary (created and provided by the broker-dealers, including tangible research products as well as access to analysts and traders) or third-party (created by a third party, but provided by broker-dealers). Research services can be provided in various forms including meetings, conversations, meetings with company management teams, conferences, market index and analytical product and written reports. First Turn may use soft dollars to acquire either type of research. First Turn will make a good faith determination that the commissions charged by research brokers are reasonable relative to the research and execution services. Some examples of the 28(e) eligible research used by First Turn are FactSet Research Services and market data services among others.

Research and execution services obtained with soft dollars are not necessarily used for the specific account that generates the soft dollar credit. First Turn does not attempt to allocate the relative costs or benefits of research among client accounts because it believes that, in the aggregate, the research it receives benefits all clients and assists First Turn in fulfilling its overall duty to all its client accounts. Moreover, clients whose accounts do not permit certain transactions that generate the soft dollars or prohibit soft dollar transactions entirely may benefit from the research and other services provided to First Turn.

The receipt of research in exchange for soft dollars benefits First Turn by allowing First Turn, at no cost, to supplement its own research and analysis activities, to receive the views and information of individuals and research staffs of other securities, firms, and to gain access to personnel having special expertise on certain companies, industries and areas as well as economic and market factors. Research and brokerage services acquired with soft dollars may include, but not be limited to: reports on the economy, industries, sectors, and individual companies or issuers; statistical information; accounting and tax law interpretations; political analyses; reports on legal developments affecting portfolio securities; information on technical market actions; credit analyses; quotation and trading systems; risk measurement software and services; news services; financial and market data services; research conferences; and conferences with analysts and company executives.

The determination and evaluation of the reasonableness of the brokerage commissions paid in connection with portfolio transactions are based primarily on the professional opinions of the persons responsible for the placement and review of such transactions. These opinions are formed on the basis of, among other things, the experience of these individuals in the securities industry and information available to them concerning the level of commissions being paid by other investors of comparable size and type. First Turn may select broker-dealers based on its assessment of their ability to provide quality executions and its belief the research, information, and other services provided by such broker-dealers may benefit client accounts. It is not always possible to place a dollar value on the special executions or on the research services First Turn receives from broker-dealers effecting transactions in portfolio securities. Accordingly, broker-dealers selected by First Turn may be paid commissions for effecting portfolio transactions for client accounts in excess of

amounts other broker-dealers would have charged for effecting similar transactions if First Turn determines in good faith that such amounts are reasonable in relation to the value of the brokerage and/or research services provided by those broker-dealers, viewed either in terms of a particular transaction or First Turn's overall duty to its discretionary accounts.

First Turn will not enter into any agreement or understanding with any broker-dealers which would obligate First Turn to direct a specific amount of brokerage transactions or commissions in return for such services or client referrals. First Turn conducts a quarterly review of its brokerage activity with Nicholas' best execution committee to ensure the level of brokerage activity is consistent with First Turn's best execution policy and the Services Agreement.

In using third party research or other services, First Turn may use its available soft dollar credits to pay research service invoices or make payments directly to brokers for proprietary research services. If the product or service obtained by First Turn is a "mixed use" item (products or services that provide both 28(e) and non-28(e) research and brokerage services), First Turn may use soft dollars for the 28(e) eligible portion and pay cash for the non-28(e) eligible portion. Although the allocation between soft dollars and cash is not always capable of precise calculation, First Turn will make a good faith effort to allocate such items reasonably.

First Turn's relationships with brokerage firms that provide soft dollar services to First Turn are one of the factors in First Turn's judgment in allocating brokerage business and create conflicts of interest in allocating brokerage business between firms that provide soft dollar services and firms that do not. These conflicts of interest are particularly influential to the extent that First Turn uses soft dollars to pay expenses it would otherwise be required to pay itself. First Turn attempts to limit soft dollar commissions to thirty percent or less of total commissions on a calendar year basis.

Third party research and services obtained with soft dollars are reviewed at least annually by the Chief Compliance Officer and Managing Partner/Portfolio Manager. Soft dollar commissions are also formally reviewed monthly.

### ***Trading Policy***

Nicholas provides trading, middle and back office support services to First Turn. Nicholas and First Turn utilize the same trading system ("SS&C" and "Eze OMS").

EZE OMS has been coded with compliance rules to prevent Nicholas portfolio managers from entering orders in any First Turn client account and to prevent First Turn portfolio managers from entering orders in any Nicholas client account. Orders from each firm will be entered, executed, and booked as completely separate and distinct blocks.

When an order from either Nicholas or First Turn is received by the Nicholas trading team, it will be routed to the appropriate destination using our existing fix network. Any fix message used to communicate orders will include a firm ID (i.e. NICHOLAS or FIRSTTURN) to allow the broker-dealer to identify the firm originating the order. Each order must have a unique firm ID attached to it. A broker-dealer will not accept any order with multiple firm IDs attached to it.

First Turn has established its own broker-dealer relationships and has onboarded and set up its own distinct and independent trading agreements. The back office administrator, SEI, has established a

completely separate CTM/ALERT environment for communicating settlement instructions for all First Turn clients.

In the case that the Nicholas trading team receives concurrent orders in the same security, those orders will be routed separately to the same executing broker. The broker will execute each order simultaneously, separately, and equally according to the industry standard for handling such cases, specifically by "splitting fills" equally between the two orders.

### ***Aggregation of Trades***

The following is applicable to the extent the Firm manages more than one client account. Although each client account will be individually managed, First Turn may purchase and/or sell the same securities for those client accounts. When possible, First Turn aggregates transactions in the same securities for its eligible clients.

Clients in an aggregated transaction each receive the same average price per share or unit which is generally allocated on a pro-rata basis. Eligibility for a transaction will depend on various factors including available cash, account restrictions, client directed brokerage, availability of alternative investment opportunities, rebalancing frequency, and type of account, among others. If more than one price is paid for securities in an aggregated transaction, each client in the aggregated transaction will typically receive the average price paid for the securities in the same aggregate transaction on that day. If First Turn is unable to fill an aggregated transaction completely, but receives a partial fill of the aggregated transaction, First Turn will normally allocate the partially filled transaction to clients pro rata.

### ***Trade Errors***

While First Turn makes every effort to avoid mistakes, the trading process may result in unintended trade errors from time to time. Examples of trade errors may include purchasing or selling the wrong security, purchasing a security when the intent was to sell the security, selling a security when the intent was to purchase, allocating securities to accounts that are ineligible to own such security, or incorrect price allocation for the security being bought or sold among others. First Turn believes it has adequate procedures to detect and prevent trade errors before they occur. If a trade error is identified, it is promptly brought to the attention of the Chief Compliance Officer, Managing Partner/Portfolio Manager, and trader for investigation and corrective action as needed. Trade errors are fully documented. Any trade error caused by First Turn that results in losses to a client account is reimbursed by the firm to make the client whole. If a trade error results in a gain the client will receive the benefit of the gain.

## **Item 13: Review of Accounts**

First Turn's Managing Partner/Portfolio Manager and investment team will closely monitor each investment on a continuous basis.

These components of prudent risk management will inform First Turn's investment process from initial screening, through evaluation and ongoing monitoring, to maximizing exit alternatives and value. Portfolio construction will also be reviewed regularly by First Turn to ensure appropriate diversification within the investment strategy of the Fund and client accounts as applicable.

Fund investors and clients will receive periodic communications on at least a monthly basis. Written updates may include market and portfolio commentary and market outlook. Additionally, separate accounts may receive an electronic account statement each month containing portfolio market value, performance, holdings, income, flows and a transaction summary.

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

### **Client Referrals**

First Turn has an agreement with a third-party placement agent and client solicitor (the "Promoter"). First Turn pays the Promoter a percentage of the management fees collected for accounts introduced to First Turn by the Promoter. The Promoter receives the fees over a period of three-years, unless the investor ceases to be a client prior to the end of such three-year period. The percentage fees paid by First Turn to the Promoter are paid from the investment management fees received by First Turn and are not an additional expense to First Turn's clients. The Promoter is an investor in a fund managed by First Turn. Due to the agreement First Turn has with the Promoter, the Promoter has an incentive to recommend the Firm, which creates a conflict of interest. Prior to investing with First Turn, prospective clients and investors introduced by the Promoter will receive a separate disclosure document describing the fees paid to the Promoter by First Turn and a description of related conflicts of interest.

### **Other Compensation**

First Turn may enter into agreements with certain placement agents that provide for compensation to be paid to the placement agent for referring investors to the Firm. The compensation typically paid to those placement agents includes a portion of the management fee and/or Performance Allocation earned by First Turn in respect of investors referred to by such placement agents. Investors are not subject to any incremental fees in connection with the referral.

First Turn receives a fee from Nicholas for healthcare-related research services as discussed above. A conflict arises from Nicholas having full visibility into First Turn's client's holdings and transactions. Please see Item 12 for information on First Turn's trading policies and procedures intended to address conflicts.

## **Item 15: Custody**

### **Fund**

Pursuant to Rule 206(4)-2 of the Investment Advisers Act of 1940, First Turn has custody of the Fund's assets due to its related person serving as general partner of the Fund. The Fund is not subject to a surprise examination; however, the Fund is subject to an annual audit by a Public Company Accounting Oversight Board registered independent public accountant and audited financial statements prepared in accordance with GAAP are delivered to all investors annually within 120 days of fiscal year end.

### **Separate Accounts**

Pursuant to Rule 206(4)-2 of the Investment Advisers Act of 1940, First Turn will be deemed not to have custody of client assets for any of its separate accounts. First Turn does not maintain physical possession of these clients' cash or securities. Generally, these clients deposit their assets with a qualified custodian selected by the client. If First Turn's investment management fees are paid directly from the account managed by First Turn, clients will generally instruct their custodians to pay First Turn. First Turn has no authority to deduct fees from these accounts. First Turn may only implement its investment management recommendations after the client has arranged for and furnished First Turn with all information and authorization regarding its accounts held at the designated qualified custodian. Separate account clients will generally receive statements on at least a quarterly basis directly from the qualified custodian that holds and maintains their assets. Separate account clients are urged to carefully review all custodial statements and compare them to any reports that may be provided by First Turn. First Turn's reports for separate client account may vary from custodial statements based on accounting procedures, pricing sources, reporting dates, or valuation methodologies of certain securities.

## **Item 16: Investment Discretion**

### **Fund**

First Turn has investment discretion which shall be exercised in a manner consistent with the stated investment objectives for the Fund in accordance with the respective Governing Documents. Important information about the Fund and other clients, including the specific investment policies, fees and expenses, and other material terms, are set forth in each client's Governing Documents.

### **Separate Accounts**

All investment management services are performed by First Turn on a discretionary basis. In exercising its discretionary authority, First Turn accepts its fiduciary responsibility to manage securities accounts on behalf of clients. First Turn has the authority to determine, without obtaining specific client consent, the securities to be traded, the amount of the securities to be traded and the timing of the transactions. The clients do not approve the broker to be used nor the commission rates to be paid to the broker.

### ***Limited Power of Attorney***

For any separate account clients, by signing the investment management agreement, clients authorize the Firm to exercise full discretionary authority with respect to all transactions involving the client's account. Pursuant to such agreement, First Turn is designated as the client's attorney-in-fact with discretionary authority to effect investment transactions in the client's account which authorizes

First Turn to give instructions to third parties in furtherance of such authority. First Turn's discretionary authority may also be limited by federal, state and local laws for registered investment companies, public funds and ERISA accounts.

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

Unless the client designates otherwise, First Turn votes proxies for securities over which it maintains discretionary authority consistent with its proxy voting policy. First Turn's policy is as follows:

First Turn has retained Glass Lewis & Co., LLC ("Glass Lewis") to provide research, recommendations and voting services on proxy voting issues. First Turn has instructed Glass Lewis to make voting decisions on behalf of each of First Turn's accounts based on the considerations described in the proxy voting guidelines Glass Lewis periodically provides to First Turn. First Turn may override Glass Lewis' voting decisions if First Turn deems it in the best interests of First Turn's client accounts. If First Turn does not affirmatively override Glass Lewis' recommended voting decision, Glass Lewis will vote in accordance with its recommendation.

First Turn believes that it places the interests of its clients ahead of First Turn's own interests by following Glass Lewis' recommendations. However, if First Turn determines that the foregoing proxy voting policies do not adequately address a material conflict of interest over proxy voting arising between First Turn and a client, First Turn will, in its exclusive discretion, either (a) direct Glass Lewis to vote its proxy in accordance with Glass Lewis' recommendation or (b) provide the client with copies of all proxy solicitation materials that First Turn receives with respect to this proxy, notify the client of the conflict and of First Turn's intended response to the proxy solicitation and request that the client consent to First Turn's intended response. If the client consents to First Turn's intended response or fails to respond to the notice within a reasonable period of time specified in the notice, First Turn will vote the proxy as described in the notice. If the client objects to First Turn's intended response, First Turn will vote the proxy as directed by the client.

Clients may request a copy of Glass Lewis' and the Firm's proxy voting policies, as well as information about how the Firm voted, by contacting the Chief Compliance Officer.

Compliance@firstturnmgmt.com

First Turn will not process documents or give advice to clients regarding their participation as a member of a class action lawsuit for any accounts other than the private funds for which First Turn acts as investment adviser or its related person acts as the general partner. First Turn will provide assistance with trading related data as requested by all clients to help facilitate the client's proof of claim.

## **Item 18: Financial Information**

First Turn does not solicit or require the prepayment of more than \$1,200 in fees per client, six months or more in advance and therefore is not required to provide a balance sheet.

First Turn, to the best of its knowledge and belief, does not have any financial condition that would be likely to impair its ability to meet its contractual and fiduciary obligations to clients and has not been the subject of a bankruptcy proceeding.