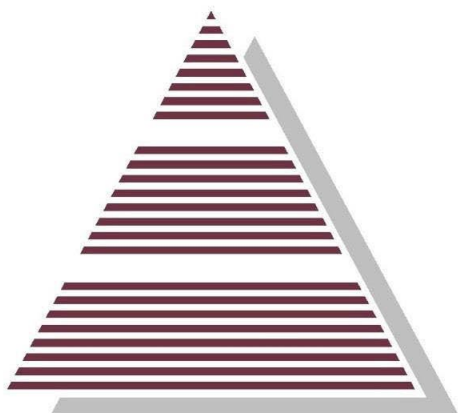


**Form ADV Part 2A: Disclosure Brochure**



**KARPUS  
INVESTMENT  
MANAGEMENT**

**Karpus Management, Inc.  
(doing business as)  
Karpus Investment Management**

**183 Sully's Trail  
Pittsford, NY 14534**

**Telephone: (585) 586-4680  
Toll Free: (866) 527-7871  
Fax: (585) 586-4315  
[www.Karpus.com](http://www.Karpus.com)**

**September 24, 2026**

This Brochure provides information about the qualifications and business practices of Karpus Management, Inc., which does business as Karpus Investment Management ("Karpus," the "Firm" or the "Adviser"). If you have any questions about the contents of this Brochure, please contact us at (585) 586-4680 or toll free at (866) 527-7871. The information in this Brochure has not been approved or verified by the United States Securities and Exchange Commission or by any state securities authority.

Karpus is a registered investment adviser. Registration of an investment adviser does not imply any level of skill or training. The oral and written communications of an adviser provide you with information about which you determine to hire or retain an Adviser.

Additional information about Karpus also is available on the SEC's website at [www.Adviserinfo.sec.gov](http://www.Adviserinfo.sec.gov).

## Item 2: Summary of Material Changes

This Item of the Brochure will discuss only specific material changes that have been made to the Brochure and provide clients with a summary of such changes. The material changes to the Brochure since the last annual updating amendment, dated September 26, 2025, include:

- Item 4: Advisory Business. Included disclosure that Karpus has entered into relationships with other investment advisers in which Karpus will serve as a sub-adviser in accordance with the terms of the agreements.
- Item 10: Other Financial Industry Activities and Affiliations.
  - Amended disclosure to describe the role of a Strategic Advisor and associated conflicts of interest.
  - Added disclosure that Karpus has entered into an intercompany agreement under which either entity may provide shared services to the other, including marketing, information technology, operations, and sub-advisory services.
- Item 11: Code of Ethics. Amended disclosure to include that Karpus has adopted a group Code of Ethics with its parent company, City of London Investment Group PLC.
- Item 15: Custody. Included disclosure pertaining to arrangements with a custodian that clients may select to service their custodial accounts.

## Item 3: Table of Contents

|                                                                                                      |    |
|------------------------------------------------------------------------------------------------------|----|
| Item 2: Summary of Material Changes.....                                                             | 2  |
| Item 4: Advisory Business .....                                                                      | 4  |
| Item 5: Fees and Compensation.....                                                                   | 8  |
| Item 6: Performance-Based Fees and Side-By-Side Management .....                                     | 11 |
| Item 7: Types of Clients.....                                                                        | 12 |
| Item 8: Methods of Analysis, Investment Strategies and Risk of Loss .....                            | 12 |
| Item 9: Disciplinary Information .....                                                               | 16 |
| Item 10: Other Financial Industry Activities and Affiliations.....                                   | 16 |
| Item 11: Code of Ethics, Participation or Interest in Client Transactions and Personal Trading ..... | 17 |
| Item 12: Brokerage Practices.....                                                                    | 19 |
| Item 13: Review of Accounts.....                                                                     | 23 |
| Item 14: Client Referrals and Other Compensation .....                                               | 24 |
| Item 15: Custody .....                                                                               | 24 |
| Item 16: Investment Discretion .....                                                                 | 25 |
| Item 17: Voting Client Securities.....                                                               | 25 |
| Item 18: Financial Information .....                                                                 | 26 |

## Item 4: Advisory Business

### Description of Services and Fees

Karpus Management, Inc., doing business as Karpus Investment Management (“Karpus,” the “Firm” or the “Adviser”), completed a merger with City of London Investment Group PLC (“CLIG”), with Karpus becoming a wholly-owned subsidiary of CLIG as of October 1, 2020. Karpus is an investment adviser registered with the Securities and Exchange Commission (the “SEC”) based in Pittsford, New York. Our Firm is organized as a corporation under the laws of the State of New York. Karpus has been providing investment advisory services since 1986. The following paragraphs describe our services and fees. Please refer to the description of each investment advisory service listed below for information on how we tailor our advisory services to your individual needs. As used in this Brochure, the words “we,” “our” and “us” refer to Karpus Investment Management and the words “you,” “your” and “client” refer to you as either a client or prospective client of our Firm.

#### *Investment Advisory Services*

Karpus primarily offers discretionary investment advisory services. In limited circumstances and at our sole discretion, we also provide non-discretionary investment advisory services for certain assets that are held in a discretionary account on a non-fee basis. If you retain our Firm, we will meet with you to determine your investment objectives, risk tolerance, and other relevant information at the beginning of our advisory relationship. Our investment strategies and advice vary depending upon each client's specific financial situation. As such, we determine investments and allocations based upon your predefined objectives, risk tolerance, time horizon, financial horizon, financial information, liquidity needs, and other various factors. A client's restrictions and guidelines will affect the composition of their portfolio. We will use the information we gather to develop a strategy that enables our Firm to give you focused investment advice and/or to make investments on your behalf. Once we construct an investment portfolio for you, we will monitor your portfolio's performance and will rebalance the portfolio as required by the terms of our engagement.

In order for our Firm to provide discretionary investment management services, we require you to grant our Firm discretionary authority to manage your account. Discretionary authorization will allow our Firm to determine, among other things, the specific securities and the amount of securities to be purchased or sold for your account without your approval prior to each transaction. Discretionary authority is typically granted through the investment advisory agreement you sign with our Firm. You can limit our discretionary authority (for example, limiting the types of securities that can be purchased for your account) by providing our Firm with your restrictions and guidelines in writing and upon our approval.

In certain circumstances, clients who have a discretionary contractual relationship with Karpus have been introduced by an unaffiliated third-party or an affiliate. The services provided pursuant to the terms of such contracts are performed by Karpus and/or the unaffiliated third-party. Karpus, in all circumstances, has responsibility for the investment management of these accounts. The services provided by the unaffiliated third-party generally include risk tolerance and investment objective assessments, client reporting and other administrative services. *See also Item 14: Client Referrals and Other Compensation* pertaining to promoters.

When agreed upon by Karpus and the client, we also will evaluate certain other client assets that are held in their discretionary account on a non-fee basis for purposes of considering overall asset and risk allocations (“No Fee Assets”). Karpus can recommend selling these No Fee Assets as it deems appropriate from time-to-time; however, any such recommendation must be approved in writing by the client in advance of the transaction. There are no advisory fees charged on these assets by

Karpus.

Generally, cash generated from the sale of No Fee Assets is added to the discretionary assets under management in the account and invested based on the client's existing guidelines, asset allocation and risk allocation levels and are charged fees when added to the managed portion of the portfolio.

Additionally, Karpus, in its sole discretion, accepts non-discretionary accounts that hold only No Fee Assets. Karpus only establishes these accounts for clients who maintain an existing discretionary account with Karpus or for employees, employees' immediate and extended family members, or individuals who have retired from the Firm. The Firm does not have discretionary authority for these accounts, nor does it provide regular and continuous supervisory or management services to these accounts.

In its sole discretion, Karpus will provide administrative support with respect to the establishment and maintenance of an account to hold securities and other assets held in the account with either US Bank or Schwab outside of the advisory relationship. Karpus will not provide any advice, investment or otherwise, pertaining to the securities or other assets in such an account, and will not place an order to purchase any securities or other assets in the account. Upon written request and instructions, we will place sell orders in securities that are owned in the account. Karpus does not have custody of any securities or other assets and receives no compensation, directly or indirectly, for these administrative services. The custodial fees charged to the account, if any, are pursuant to the client's arrangement with either US Bank or Schwab. Karpus is not the custodian of these securities and other assets maintained by US Bank and/or Schwab.

As part of our investment advisory services, we offer cash and asset management services designed to meet a client's risk tolerance. We will determine the appropriate risk level assigned to your portfolio for accounts you have chosen for Karpus to perform client servicing after meeting with you and developing an investment profile. The investment profile consists of goals and risk tolerance along with other factors to be considered in creating an asset allocation determination.

For information on our advisory fees, fee deduction arrangements, and rebate policies for our investment strategies, please see *Item 5: Fees and Compensation* of this Brochure.

You may terminate the investment advisory agreement upon 30-days receipt of a written notice to our Firm. You will incur a pro-rata charge for services rendered through the 30-days after the receipt of the termination notice or pursuant to the terms of the discounted fee arrangement that you selected. Such pro-rata charge is waived if your assets will continue to be managed by Karpus through either a new advisory agreement or a sub-advisory agreement. If you have pre-paid advisory fees that we have not yet earned, you will receive a pro-rated refund of those fees.

If we receive an instruction to liquidate an account or sell a holding and one or more securities are included on our Restricted Securities List, we could be unable to sell those positions under the federal securities laws. Clients will either hold the security in a custodial account in the client's name until it can be sold or transfer the security in-kind to another client account based on your instruction.

In such instances clients will not be charged an advisory fee, however, they will be responsible for costs associated with the custodial account.

### *Foundation Services*

We offer certain administrative and operational support services to our investment advisory endowment and foundation clients. Administrative services include meeting planning, preparation, organization, and meeting space. Grant coordination and recordkeeping services include grant application review in light of the Foundations' mission, summarizing requests for ease of board member review, and tracking spending requirements through information provided to us by the client. The services that Karpus will provide depend upon the client's assets under management and are reviewed quarterly. These services can increase and decrease based upon changes in the client's assets under management. If there is a decrease in assets due to asset withdrawals related to grant disbursement or market movements, there will be no change in the services. If assets increase due to market movements or additional funding, then the client can be offered additional services based upon the service level they have reached. At the discretion of the Adviser, Karpus can cease to provide certain services or offer additional services at any time. We do not render tax or legal advice or prepare any legal documents for clients. There is no additional charge for foundation services.

### *Wrap Fee Program(s)*

Karpus serves as a portfolio manager or sub-manager to wrap fee programs. A wrap fee program is an investment program in which the client of a wrap sponsor is charged a single fee by the wrap sponsor for investment management and brokerage services. In connection with such a program, Karpus is engaged by a broker-dealer to invest assets of the broker's client in a specific investment strategy managed by Karpus. The Adviser is responsible for executing portfolio transactions on behalf of the wrap sponsor's client and receives a fee from the wrap program sponsor. The Adviser does not charge the wrap sponsor's client a separate fee.

Wrap program transactions are generally executed through the broker designated by the wrap program and the client does not pay any additional fees except as disclosed and charged by the wrap program sponsor in its brochure. There can be times when another broker-dealer is used to execute transactions for wrap program accounts (commonly referred to as "trading away" or "step-out trades"). In these instances, we do so in order to obtain what we believe to be as good as or better execution than the sponsor can provide. In many cases, trading away will not result in additional transaction costs for impacted clients but could in some cases. By reference to transaction costs, Karpus means commissions charged on execution rather than other incidental charges (e.g., SEC charges) that are incurred by clients. Practices among wrap fee sponsors related to fees can vary among sponsors and change over time.

### *Sub-advisory Services*

Karpus has entered into relationships with other investment advisers whereby it serves as a sub-adviser in accordance with the terms of a sub-advisory or other agreement entered into between the parties. One sub-advisory relationship is with an affiliated adviser of the Firm and is disclosed to prospective clients prior to beginning the engagement.

### *Model Portfolios*

Karpus provides model investment portfolios to certain investment platforms. In this regard, Karpus creates a portfolio of investment instruments that are designed for specific risk profiles and are available to clients of unaffiliated investment advisers. Karpus receives a fee for providing the investment models. Karpus does not have any relationship with the unaffiliated advisers' clients nor does it receive an investment management fee.

## **Types of Investments**

We primarily offer advice on open-end mutual funds, closed-end funds (“CEFs”), and exchange-traded funds (“ETFs”), which are generally registered under the Investment Company Act of 1940 (the “40 Act”), and special purpose acquisition companies (“SPACs”). We also offer advice on alternative investments, such as long/short funds, market neutral funds, covered call funds, high yield debt funds, distressed debt funds, REIT funds, MLP funds, precious metal funds, private equity (business development companies (“BDCs”)), private funds, commodity funds, and senior notes/preferred stock of closed-end funds/business development companies.

Closed-end funds, which are investment companies regulated under the 40 Act, are a type of investment company that generally does not continuously offer shares for sale. Rather, they sell a fixed number of shares at one time (in an initial public offering), after which the shares typically trade on a listed market, such as the New York Stock Exchange, American Stock Exchange or the Nasdaq Stock Market. The price at which shares of the CEF trade on a secondary market can be greater (premium) or less (discount) than the shares’ net asset value (NAV).

Term preferred and senior notes generally have a fixed coupon rate and a set maturity date. They are both senior in the capital structure to a company’s equity securities. Term preferred and senior notes issued by closed-end funds must maintain 200% and 300% collateral, respectively, in order to pay a distribution to their common shareholders. Baby bonds issued by business development companies may elect to be subject to a lower, 150% collateral requirement, but doing so requires certain additional disclosures, timing, and filing requirements.

SPACs are entities organized to merge with or acquire an existing company within a stated time frame, and the capital for SPACs is raised through an initial public offering (IPO). After the IPO, the proceeds are placed into a trust account held at a custodian independent of the SPAC management team and monitored by a third-party trust company until a transaction is found or the SPAC is liquidated. When in the trust account, the net proceeds are invested in United States government securities having a maturity of 180 days or less, or in money market funds which invest only in direct U.S. government treasury obligations. Further, management teams might contribute additional money to the trust account to incentivize investors to purchase the IPO. After the SPAC IPO, units split into their individual components and are exchange-traded. Like CEFs, SPACs can trade at a discount/premium to the trust value. By purchasing the shares below the trust value, we are essentially buying shares at a discount to such value. If the management company finds an attractive acquisition, shares of the SPAC could trade above trust value.

Our investment strategy is to purchase SPAC units or common shares that are trading at or below the pre-acquisition trust value. Claims to redeem the shares for cash held by Karpus clients are only possible during certain corporate action periods, such as when the SPAC seeks a life extension, merges with an acquisition or liquidates. It is our strategy to redeem shares on such occasions. When deemed appropriate by Karpus, we will also sell shares in the open market if the SPAC trades at or above the trust value and rotate into a different SPAC trading below the trust value.

If a SPAC investor does not like an acquisition proposed by management, the investor can vote against the transaction and then claim their pro-rata portion of the trust value. Additionally, if a significant amount of shareholders dissent, the SPAC is liquidated, and the trust cash is distributed to all shareholders. The majority of an investor's initial investment (plus interest

accrued and less operational expenses) will be returned if the deal is deemed not favorable by the holders of the SPAC's voting common shares. SPACs held over 12 months may produce a long-term capital gain.

Additionally, we provide advice on any type of investment that we deem appropriate based on the client's stated goals and objectives. We will also provide advice on any type of investment held in a client's portfolio at the inception of the advisory relationship.

### **Assets Under Management**

As of June 30, 2026, we manage approximately \$4,295,380,885 in client assets on a discretionary basis.

No Fee Assets in discretionary accounts represented approximately \$174,966,326 in client assets as of June 30, 2026. See also *Item 4: Advisory Business* pertaining to No Fee Asset accounts.

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

### **Investment Advisory Services**

Our fees for investment management services are based on a percentage of your assets that we manage pursuant to the terms of the investment management agreement between you and Karpus. Karpus' investment advisory fees can be negotiated based on account size, complexity or other considerations. Fees are generally set in accordance with the fee schedules set forth below.

In accordance with the investment management agreement, clients have the right to terminate the contract within 30-days' written notice to Karpus. Alternatively, certain clients, at the Firm's discretion, have the right to receive a fee discount if they agree to enter into an investment management agreement for a specified duration.

Certain clients can obtain a fee discount dependent on the duration of the contract they chose when executing a discretionary management agreement or the service chosen. Advisory fee discounts are also available to Karpus clients who have had a relationship with the Firm for over five (5) years. Karpus does not discount advisory fees for accounts that are referred under a promoter agreement or sub-advisory agreement. However, a promoter can discount a portion of the fee it receives at its discretion if the promoter has provided written notification to Karpus.

In addition to obtaining clients through referral arrangements (please see *Item 14: Client Referrals and Other Compensation* of this Brochure), Karpus obtains certain clients through unaffiliated third-party consultants ("Consultants") that have been hired by the client to provide all account client servicing. Under these arrangements, the client pays an investment advisory fee that has been negotiated between Karpus and the Consultant for the investment advisory services performed by Karpus. Karpus does not offer a fee discount to these clients. In addition, in some circumstances as agreed upon between the client and their Consultant, the Consultant will calculate and pay the discretionary advisory fee due to Karpus which can include a different fee methodology.

Karpus serves as a portfolio manager or sub-manager to wrap fee programs. In accordance with these arrangements, the client pays a single fee to the wrap sponsor for investment management

and brokerage services. Karpus' investment advisory fee is negotiated with the wrap sponsor and Karpus does not offer duration-based fee discounts with these arrangements.

When Karpus provides investment advice to clients regarding retirement accounts or individual retirement accounts ("IRAs"), the Adviser is a fiduciary within the meaning of Title 1 of the Employee Retirement Act ("ERISA") and/or the Internal Revenue Code ("IRC"), as applicable. When deemed to be in the client's best interest, Karpus provides investment advice to a client regarding distributions from an ERISA retirement account (like a 401(k) account) into an IRA account (also referred to as a "rollover"), or recommends a similar transaction including rollovers from one ERISA sponsored plan to another or one IRA to another IRA. Such investment advice or recommendation presents a conflict of interest because we receive compensation from you for our investment advice when these retirement account assets are placed in an IRA or non-ERISA sponsored Plan (as opposed to maintained in the ERISA sponsored Plan account over which Karpus cannot charge for its investment advice). Clients should be aware that other consequences can be triggered in a rollover, such as some lower fee classes of mutual funds available to ERISA-sponsored plans are not available to other types of accounts. No client is under any obligation to rollover a retirement account to an account managed by Karpus. However, Karpus does not advise clients on assets maintained in an ERISA-sponsored plan.

### **Enhanced Cash Management Service**

The fee for our "Enhanced Cash Management Service", which was formerly known as "Cash Investment Management Service", is billed and payable quarterly in advance based on the value of your account on the last day of the previous quarter and placed in escrow until earned. Upon request, the fee can be calculated and billed quarterly in arrears based upon the average capital balance for the previous three months. The current fee schedule for the management of cash is based on the average invested balance at the following rates:

#### *Fee schedule for Enhanced Cash Management:*

|      |                                            |
|------|--------------------------------------------|
| 1%   | of market value on first \$1,000,000       |
| 0.80 | of 1% of market value on next \$1,000,000  |
| 0.60 | of 1% of market value on next \$3,000,000  |
| 0.50 | of 1% of market value on next \$5,000,000  |
| 0.45 | of 1% of market value on next \$15,000,000 |
| 0.35 | of 1% on balance over \$25,000,000         |

### **Asset Management Service**

The fee for "Asset Management Service", based on the risk tolerance of the client, is set forth in the investment management agreement between the client and Karpus. The fee is billed and payable quarterly in advance based on the value of your account on the last day of the previous quarter and placed in escrow until earned. Upon request, the fee can be calculated and billed quarterly in arrears based upon the average capital balance for the previous three months. Our fees for Asset Management Services are pursuant to the terms of the investment management agreement between you and Karpus. Fees are generally set in accordance with the following fee schedules ("Basic Fees"):

***Fixed Income:***

1.25%  
 1.15%  
 1.10%  
 0.90 of 1%  
 0.80 of 1%  
 0.70 of 1%

***Balanced Equity Management:***

1.50% of market value on first \$1,000,000  
 1.30% of market value on next \$1,000,000  
 1.20% of market value on next \$3,000,000  
 1.10% of market value on next \$5,000,000  
 1.00% of market value on next \$15,000,000  
 0.90 of 1% on balance over \$25,000,000

Karpus offers clients a “Length of Service” contract. This service is offered to incent clients to invest with us on a long-term basis. Clients can elect to receive a discount on the Basic Fees described. Additional fees are incurred in certain circumstances. If discounted Basic Fees are elected by the client but the client cancels the contract in advance of the end date; such fees are disclosed below. The amount of the discount rate depends on the duration of the contract chosen by the client. For example, if a contract period of 2 years is chosen, the client would receive a 10% discount on the applicable Basic Fee.

|                          | <u>1 Year</u> | <u>2 Years</u> | <u>3 Years</u> | <u>4 Years</u> | <u>5 Years</u> |
|--------------------------|---------------|----------------|----------------|----------------|----------------|
| Discount from Basic Fees | 5%            | 10%            | 15%            | 20%            | 25%            |

The contract period starts with the end of the month in which the account is funded and ends in the year in which you terminate the contract. The discount is not applied retroactively to the execution or funding date of any other agreement Client may have with Karpus.

**Adjusted Fees Based on Contract Period**

| Cancellation Adjustment: | <u>1 Year</u> | <u>2 Years</u> | <u>3 Years</u> | <u>4 Years</u> | <u>5 Years</u> |
|--------------------------|---------------|----------------|----------------|----------------|----------------|
| First Year               | 0.5%          | 1.0%           | 1.5%           | 2.0%           | 2.5%           |
| Second Year              |               | 0.5%           | 1.0%           | 1.5%           | 2.0%           |
| Third Year               |               |                | 0.5%           | 1.0%           | 1.5%           |
| Fourth Year              |               |                |                | 0.5%           | 1.0%           |
| Fifth Year               |               |                |                |                | 0.5%           |

Karpus offers discounted fees to all employees, employees’ immediate and extended family members, individuals who have retired from the Firm and any other account as approved by Karpus.

If the investment management agreement is executed at any time other than the first day of a calendar quarter, our fees will apply on a pro-rata basis, which means that the advisory fee is payable in proportion to the number of days in the quarter for which you are a client. Our advisory fee is negotiable, depending on individual client circumstances and at the discretion of the Adviser.

Pursuant to your written authorization, we will deduct our advisory fee directly from your account through the qualified custodian holding your funds and securities. Further, the qualified custodian will deliver an account statement to you at least quarterly. These account statements will show all disbursements from your account. We encourage you to review all statements for accuracy. If you have any questions regarding your statements, please contact your custodian or Karpus' Director of Operations at [sagnello@karpus.com](mailto:sagnello@karpus.com). Alternatively, upon your written authorization, we will send you an invoice for advisory fees. In some circumstances, as agreed upon between the client and their Consultant, the Consultant will calculate and pay the discretionary advisory fee due to Karpus which can include a different fee methodology. In addition, as agreed upon with the client, the Consultant will be responsible for providing all account statements to the client.

Our fees are based on the market value of the assets held in your account. We generally value the securities in the account that are listed on a national securities exchange at the closing price, on the relevant valuation date, on the principal market, where the security prices are available through a pricing service. We will value other securities or assets in the account, those not listed on a national exchange for example, in a manner that we believe in good faith reflects their market value.

### **Additional Fees and Expenses**

As part of our investment advisory services to you, we invest on behalf of clients, or recommend that clients invest, in mutual funds, CEFs, ETFs, private funds or other types of pooled investment vehicles. The fees that you pay to the Adviser for investment advisory services are separate and distinct from the fees and expenses charged by these investment vehicles (described in each such vehicle's offering document) to their investors. These fees will generally (but not always) include a management fee and other expenses.

As a general matter, you will also incur transaction charges and/or brokerage fees when purchasing or selling securities. These charges and fees are typically imposed by the broker-dealer or custodian through whom your account transactions are executed. We do not share in any portion of the brokerage fees/transaction charges imposed by the broker-dealer or custodian. To fully understand the total cost you will incur, you should review all the fees charged by mutual funds, ETFs, our Firm, and others. For information on our brokerage practices, please refer to *Item 12: Brokerage Practices* of this Brochure.

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

We discourage and presently do not have any performance-based fees, nor do we participate in side-by-side management. Side-by-side management refers to the practice of managing accounts that are charged performance-based fees while at the same time managing accounts that are not charged performance-based fees. Performance-based fees are fees that are based on a share of capital gains or capital appreciation of a client's account. Our fees are calculated as described in *Item 5: Fees and Compensation* above.

## Item 7: Types of Clients

We offer investment advisory services to individuals, ERISA plans, Taft-Hartley funds, trusts, estates, charitable organizations, and other business entities.

In general, we require a minimum of \$500,000 to open an Asset Management Services account or \$1,000,000 to open an Enhanced Cash Management Services account. At our discretion, we can waive this minimum account size.

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

### **Our Methods of Analysis and Investment Strategies**

Karpus Investment Management has a fundamental belief in its actively managed, highly diversified, value-oriented strategy through all market cycles. Our multi-manager approach offers many advantages, including enhanced yield, broad diversification and the ability to invest in professionally managed funds at a discounted price. Portfolio Managers construct investment matrices outlining how accounts will be invested. The fixed income matrix covers weighting, duration, credit quality and return scenario of each investment. The Investment Committee carefully considers benchmark deviations, weighted duration, overall credit quality and potential return before approving the matrix. The equity matrix consists of three levels; tactical domestic versus international weighting, capitalization and country breakdown and investment vehicle-type weighting. The Investment Committee carefully considers benchmark deviations and portfolio beta before approving the matrix.

Our investment strategies and advice vary depending upon each client's specific financial situation. As such, we determine investments and allocations based upon your predefined objectives, risk tolerance, time horizon, financial horizon, financial information, liquidity needs, and other various suitability factors. Your restrictions and guidelines will affect the composition of your portfolio. Karpus' policy is to select the lowest class share for client accounts unless circumstances, such as a client's investment objective or other relevant factors, warrant otherwise.

Short-term trading, which is selling securities within 30-days of purchasing the same security, is not a fundamental part of our overall investment strategy, but we use this strategy occasionally when we determine that it is suitable given your stated investment objectives and tolerance for risk. We will use short-term trading as a component of our investment strategy when managing your account(s) if permissible pursuant to the investment management agreement between you and/or your Consultant or investment adviser and Karpus.

Karpus can invest on behalf of clients in a multitude of securities, including index and index based mutual funds, ETFs, CEFs, SPACs, term preferred and senior notes, and in certain cases private funds. As with any equity and fixed income security, investment return and principal value of an investment will fluctuate, so when sold or redeemed, they may be worth more or less than the original cost.

The primary risk associated with portfolios managed by Karpus is market risk, which is the risk that the overall market declines. This risk also includes the equity market, the bond market and the market for other asset classes that may be used in a client's portfolio.

All investment programs have certain risks that are borne by the investor. Our investment approach constantly keeps the risk of loss in mind. Investors face the following risks:

- Interest-rate Risk: Fluctuations in interest rates may cause prices to fluctuate. Should interest rates rise, it is possible for bond prices to fall.
- Market Risk: The price of a security, bond or mutual fund may drop in reaction to material and non-material events or conditions.
- Inflation Risk: The uncertainty of the future real value (after inflation) of your investment.
- Currency Risk: Exchange rate risk.
- Reinvestment Risk: Risk that future proceeds from investments may have to be invested at potentially lower interest rates.
- Liquidity Risk: The risk stemming from lack of marketability of an investment that cannot be bought or sold quickly enough to prevent or minimize a loss.

Term preferred are senior securities issued by CEFs and BDCs with the purpose of providing enhanced yields to common shareholders through leverage.

Closed-end funds, unlike open-end funds, have two components. NAV (net asset value) is the value of the fund based upon the market price of its holdings. The market price of a CEF may trade at either a discounted price at NAV, or a premium to the NAV. There is no assurance that in purchasing shares of a CEF that the discount to NAV may not widen due to market events, investor sentiment, or movement in the underlying securities.

We view corporate governance as a tool that helps shareholders, boards, and managers maintain accountability and fair representation of each party's interests. We use shareholder activism as an enhanced due diligence process that utilizes multiple aspects of the governance process. At Karpus, we will not necessarily sell out of positions if we believe there is something management or a fund's board can do to address poor net asset value performance, persistently wide discounts, or other concerns. When we deem it necessary, we will engage in dialogue with management to see if there is something that can be done. Our process may involve repeated conversations to find a common solution and even filing letters, proposals, or waging a full-fledged proxy contest to help ensure that the right things are being done to address shareholders' and our clients' concerns. If Karpus believes it will be in the best interest of our clients, we will nominate a Director to serve on the board of the CEF who could provide shareholder activism services to Karpus and received compensation for such services. When Karpus is in a quiet period, we will not be able to purchase shares of the CEF for clients and, as such, will place client assets in a comparable fund.

From time-to-time, Karpus has opportunities to invest client assets in securities that are illiquid or restricted for clients if permitted by the client's investment guidelines. In these circumstances, and when consistent with the Adviser's policies and procedures, the securities, which have restrictions, cannot be sold until the contractual or other restrictions are satisfied. If the client wants to terminate its account with Karpus, the Adviser holds the securities in the client account at no advisory cost to the client until the securities are sold; however, custodial costs will apply, if your custodian charges fees. Client accounts governed by the Employee Retirement Income

Security Act of 1974, as amended, such as certain pension plans, in certain circumstances, will not participate in such transactions should they occur.

In addition, Karpus may hold securities that choose to delist from an exchange for various reasons or securities that may no longer offer daily liquidity in client accounts including accounts governed by the Employee Retirement Income Security Act of 1974, as amended, such as certain pension plans. In these circumstances, clients who choose to terminate Karpus as the manager can choose to transfer the securities to a different account, if applicable, or hold the securities in their account managed by Karpus at no advisory cost to the client until the securities are sold; however, custodial costs will apply if your custodian charges fees.

In addition to the above risks, various operational and system risks can occur and disrupt business operations.

### **Cybersecurity**

A cybersecurity breach can result in loss or theft of customer data or funds, denial of service interruptions, theft of proprietary information, physical damage to systems, and costly repairs. Intentional breaches include unauthorized access, malware infections, and attacks that disable or slow operations. Unintentional incidents, such as the inadvertent release of confidential data, can also occur and may violate privacy laws.

Consequences for an adviser or service providers could include regulatory penalties, reputational harm, higher compliance costs, or financial loss. To mitigate these risks, Karpus maintains robust cybersecurity and business continuity plans designed to protect sensitive client information and minimize service disruptions.

### **Artificial Intelligence and Machine Learning**

Certain service providers utilized by Karpus to service client accounts can have artificial intelligence components. The use of artificial intelligence and machine learning includes increased risk of data inaccuracies and security vulnerabilities. Due to the rapid advancement of machine learning technologies, future risks related to artificial intelligence are unpredictable. As a measure to mitigate these risks to our clients, Karpus performs periodic due diligence of service providers for assurance that the service providers have appropriate controls in place to protect client information and to limit data inaccuracies when artificial intelligence is used by the service provider.

### **Tax Considerations**

Our strategies and investments can have unique and significant tax implications. However, unless we specifically agree otherwise, and in writing, tax efficiency is not our primary consideration in the management of your assets unless you have selected a Strategic Goal Setting qualification which favors tax-efficient investing. Regardless of your account size or any other factors, we strongly recommend that you continuously consult with a tax professional prior to and throughout the investing of your assets.

### **Risk of Loss**

Investing in securities involves a risk of loss that you should be prepared to bear. We do not represent or guarantee that our services or methods of analysis can or will predict future results, successfully identify market tops or bottoms, or insulate clients from losses due to market corrections or declines. We cannot offer any guarantees or promises that your financial goals and

objectives will be met. Past performance is not an indication of future performance.

In an effort to reduce risk and increase safety for our clients, Karpus is attracted to the broad diversification and variety of styles of management as well as the opportunity to allocate assets to the domestic and global markets. The CEFs are publicly traded on the New York and the American Stock Exchanges. Frequently, the selling price on the exchange or market value price is below the fund's NAV and, therefore, represents an undervalued or inefficiently priced asset. The discount to NAV is one of the most important criteria for selecting CEFs. The effect of the discount often negates the additional expense paid at the fund level and provides the opportunity for higher returns over time than constructing a portfolio of individually purchased investments.

### **Advice Regarding Particular Types of Securities**

As disclosed in *Item 4: Advisory Business* of this Brochure, we primarily provide investment advice regarding CEFs, ETFs, open-end mutual funds and SPACs. You should be advised of the following risks when investing in these types of securities.

The risks associated with investing in CEFs include the risk of market price discount from net asset value. Shares of closed-end funds frequently trade at a discount from their net asset value. This characteristic is a risk separate and distinct from the risk that net asset value could decrease as a result of investment activities. Whether investors will realize gains or losses upon the sale of shares will depend not upon the fund's or portfolio funds' net asset values but entirely upon whether the market price of the shares at the time of sale is above or below an investor's purchase price for the shares.

Mutual funds are professionally managed collective investment systems that pool money from many investors and invest in stocks, bonds, short-term money market instruments, other mutual funds, other securities or any combination thereof. The fund will have a manager that trades the fund's investments in accordance with the fund's investment objective. While mutual funds generally provide diversification, risks can be significantly increased if the fund is concentrated in a particular sector of the market, primarily invests in small cap or speculative companies, uses leverage (i.e., borrows money) to a significant degree, or concentrates in a particular type of security (i.e., equities) rather than balancing the fund with different types of securities. The returns on mutual funds can be reduced by the costs to manage the funds. Also, while some mutual funds are "no-load" and charge no fee to buy into, or sell out of, the fund, other types of mutual funds do charge such fees which can also reduce returns. Mutual funds continue to allow in new investors indefinitely, which can dilute other investors' interests, and offer daily redemption.

Like CEFs and mutual funds, ETFs are SEC-registered investment companies that offer investors a way to pool their money in a fund that invests in stocks, bonds, or other assets. Like mutual funds, some ETFs are passively-managed funds that seek to achieve the same return as a particular market index (often called index funds), while others are actively managed funds that buy or sell investments consistent with a stated investment objective. However, ETFs are not mutual funds. But they combine features of a mutual fund, which can only be purchased or redeemed at the end of each trading day at its NAV per share, with the ability to trade throughout the day on a national securities exchange at market prices, similar to CEFs.

With respect to SPACs, the primary risk is that SPAC managers will err in choosing a target that uses the SPAC's capital to affect a business plan that fails. There is also the risk that the SPAC

management will fail to acquire a private company. All investor funds are held in trust prior to acquisition and must be returned in the event there is no acquisition, or a shareholder elects to receive a pro-rata portion of the trust on the acquisition date, there can be downside protection. Additionally, there is also post- acquisition market risk if the acquired business fails or from a down market, even if a quality transaction eventuates.

## Item 9: Disciplinary Information

Karpus has been registered and providing investment advisory services since 1986. Neither our Firm nor any of our management personnel have any reportable disciplinary information.

## Item 10: Other Financial Industry Activities and Affiliations

As noted in Item 4: Advisory Business, Karpus completed a merger with CLIG on October 1, 2020, with Karpus becoming a wholly-owned subsidiary of CLIG.

City of London Investment Management Company Limited (CLIM) is an investment adviser registered as such with the SEC and is also a wholly-owned subsidiary of CLIG. CLIM was founded in 1991 by Barry Olliff, and CLIG is listed on the London Stock Exchange. CLIM is the 100% holder of City of London Investment Management (Singapore) Pte. Ltd, a separately incorporated and regulated fund management company in Singapore. CLIM, an investment adviser regulated by the FCA and the SEC, provides investment advisory services to separate account clients, as well as investment companies registered under the 40 Act, foreign registered mutual funds, private funds and other types of pooled investment vehicles (the “CLIM Funds”).

CLIM and Karpus operate separately and to ensure that no conflict arises, an information barrier in accordance with SEC Release No 34- 39538 (January 12, 1998) has been established between CLIG, CLIM and Karpus such that investment and voting power are exercised independently.

Karpus and CLIM have entered into an intercompany agreement which provides that either firm can provide shared services to the other firm. Such services can include those pertaining to marketing, information technology, operations and serving as a sub-adviser. With respect to sub-advisory services, both Karpus and CLIM disclose that affiliation to clients and prospective clients prior to entering into a sub-advisory relationship. Additionally, from time to time, Karpus invests client account assets in CLIM Funds. Given the affiliation between Karpus and CLIM, Karpus can have an incentive to make such investments for reasons other than the best interests of its clients, which creates conflicts of interest for Karpus, or at least the appearance of conflicts. In an effort to mitigate these actual or apparent conflicts, Karpus has adopted various policies and procedures, which include that clients will not incur an additional management fee for funds invested in CLIM Funds, as well as generally require Karpus and its personnel to act in the best interests of clients in making investment decisions. Karpus also discloses these actual or apparent conflicts to its clients.

A Strategic Advisor to Karpus, who is an Officer of CLIM, serves on the board of directors of a SPAC, which is a publicly listed company. As noted, Karpus invests in SPACs on behalf of its

clients. This outside business activity creates a conflict of interest because, prior to the Strategic Advisor's association with Karpus, the Firm invested client assets in the securities of the company. Karpus has established controls to manage and mitigate the conflicts associated with this situation. Such controls include among other things: restricting the purchase and sale of such securities without prior written authorization from Karpus' Chief Investment Officer; monitoring communications pertaining to the SPAC; and adhering to the requirements of the information barrier pertaining to restricting the dissemination of security-specific information.

A Strategic Advisor to Karpus, who is an Officer of CLIM, holds an ownership interest in an unaffiliated investment manager that sponsors certain investment funds; such interest was acquired prior to his affiliation with CLIM or Karpus. While Karpus does not currently invest in these investment funds, it could do so in the future. A conflict of interest could be created if such investments on behalf of Karpus' clients were to occur because the Strategic Advisor could indirectly benefit from the revenue generated by the unaffiliated investment manager in connection with such investment. If Karpus determines that it is in the best of its clients to invest in such funds in the future, Karpus will implement appropriate controls to monitor such investment and revised this disclosure to describe the controls.

#### **Retirement Plan Administrators**

Outside the scope of the investment advisory relationship, periodically Karpus suggests that clients use a non-affiliated third-party administrator ("TPA") for corporate retirement plans based on their needs and suitability. Karpus does not receive compensation from any party for suggesting a TPA. Our suggestions are based on a number of factors, including but not limited to our industry knowledge of a TPA, recommendations from other clients who have done business with the TPA, and publicly available information. Karpus does not conduct any particular due diligence of TPAs, nor does it validate any information respecting a TPA. We encourage plans to conduct a due diligence review of any TPA before entering into a contract with them. Plans are not obligated, contractually or otherwise, to use the services of any TPA suggested by Karpus. From time to time, and outside the scope of the investment advisory relationship, Karpus might provide certain plan administration services to retirement plan advisory clients.

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

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

Karpus has adopted a Group Code of Ethics (the "Code") under CLIG, which is a separate document held jointly by the Chief Compliance Officers ("CCO") of KIM and CLIM that sets forth standards of business conduct applicable to the Adviser and its Supervised Persons, which include all employees, other persons providing investment advice on behalf of KIM and CLIM and others designated by each respective CCO. The Code is based on the principle that KIM and CLIM and its Supervised Persons have a fiduciary duty to act in the best interest of clients. Clients or prospective clients may obtain a copy of the Code by contacting your Relationship Manager by telephone at 585- 586-4680 or by email at [Info@Karpus.com](mailto:Info@Karpus.com).

The Code includes provisions relating to: the confidentiality of client information; a prohibition

on the misuse of material non-public information; restrictions on the acceptance of certain gifts and the reporting of certain gifts and business entertainment items; and personal securities trading procedures, among other things.

The duties of Supervised Persons under the Code are summarized below:

- Supervised Persons are required to submit an initial and annual report listing all Reportable Securities holdings in their Reportable Accounts and a monthly report of transactions in Reportable Securities if the Supervised Persons transaction account(s) activity are not reported through the Firm's third-party compliance software. If the Supervised Person has not executed transactions in Reportable Securities and their Broker does not issue monthly statements, then a monthly holding report is required as well as a transactions statement on a quarterly basis. Any exceptions noted in the CCO's report will be reported to the Compliance Committee.
- The Code sets forth the details of the Adviser's recordkeeping requirements as they apply to all Supervised Persons and the responsibilities of the CCOs with respect to review of the personal holdings and transaction reports and monitoring compliance with the Code. The Code also outlines policies for sanctioning Supervised Persons who violate the Code.
- Supervised Persons are also subject to restrictions on participating in initial public offerings and all privately placed investments are also subject to preapproval.
- Supervised Persons are prohibited from trading in any issuer or type of security included on the Firm's Restricted Securities List without prior approval.
- Supervised Persons must comply with the federal securities laws, certify they have read and understand the Code and report any violations of the Code to their supervisor, the CCO or a member of senior management. The Code sets forth limitations on Supervised Persons giving and receiving gifts to and from third parties. Supervised Persons are prohibited from trading either in their personal accounts or on behalf of client accounts on the basis of material non-public information.

### **Proprietary and Personal Trading Practices**

Our Firm or Supervised Persons can buy or sell the same securities with respect to which we provide investment advice to clients or securities in which clients are already invested. To eliminate this potential conflict of interest, it is our policy that neither our Firm nor Supervised Persons that have accounts with Karpus shall have priority over your account in the purchase or sale of securities.

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

Certain affiliated advisory client accounts (e.g., our Firm's proprietary corporate accounts and employee profit sharing plans; advisory accounts of certain affiliated entities and Supervised Persons) trade in the same securities with unaffiliated advisory client accounts on an aggregated basis when consistent with Karpus obligation of best execution. Karpus combines orders on behalf of one or more unaffiliated client accounts with orders for one or more affiliated client accounts. In such cases, Karpus will generally allocate the securities or proceeds arising out of those transactions (and the related transaction expenses) on an average price basis among the various participating client accounts. While we believe combining orders in this way will, over time, be advantageous to all participants, in particular cases when the average price could be less

advantageous to a participating account than if the account had been the only account effecting the transaction or had completed its transaction before the other participants. In addition, the securities available for purchase by the account can be reduced at times as a result of such order aggregation by Karpus. See also *Item 12: Brokerage Practices, Aggregation of Trades* of this Brochure.

The Adviser does not engage in any principal or agency cross transactions for clients. Principal transactions are generally defined as transactions where an adviser, acting as principal for its own account or the account of an affiliated broker-dealer, buys from or sells any security to any advisory client. An agency cross transaction is defined as a transaction where a person acts as an investment adviser in relation to a transaction in which the investment adviser, or any person controlled by or under common control with the investment adviser, acts as broker for both the advisory client and for another person on the other side of the transaction.

Karpus will purchase or sell a security for one client and effect a transaction in the same security in the opposite direction for another client if it is in the best interest of both clients. The transactions are generally not for the same number of shares. The price at which the shares are purchased or sold are at then prevailing market prices and in accordance with Karpus' investment procedures. When these situations occur, it is Karpus' practice to effect the transactions through the open market. Karpus' Operations Group provides a summary of the transactions on a post-trade basis to the Compliance Department for review and the CCO reports the review to the Brokerage Committee monthly.

From time to time, Karpus has opportunities to purchase securities that are illiquid or restricted for clients if permitted by the client's investment guidelines. In these circumstances, and when consistent with the Adviser's policies and procedures, the securities, which have restrictions, cannot be sold until the contractual or other restrictions are satisfied. If the client wants to terminate its account with Karpus, the Adviser holds the securities in the client account at no advisory cost to the client until the securities are sold; however, custodial charges are applicable, if your custodian charges fees. Client accounts governed by the Employee Retirement Income Security Act of 1974, as amended, such as certain pension plans, in certain circumstances will not participate in such transactions should they occur. Karpus utilizes, to the fullest extent possible, a recognized and independent pricing service for timely valuation information for the advisory client's securities. When valuation information for an illiquid, private or other investment is not available either directly or indirectly through a pricing service, Karpus will obtain a price from at least one independent source, typically a broker/dealer, bank or other service. For CLIM Funds that are managed by our affiliated investment adviser, Karpus relies on the price provided to them by the Fund's custodian.

## Item 12: Brokerage Practices

### Research and Soft Dollars

Karpus maintains relationships with several broker-dealers to execute client transactions. Certain broker-dealer trade execution relationships include "soft dollar" benefits provided to Karpus, in accordance with Section 28(e) of the Securities Exchange Act of 1934 (including but not limited to, research and market information that helps our Firm manage your account(s)). Price is not the sole factor we consider in evaluating broker execution services. We also consider the quality of the brokerage services provided by the broker-dealer, including the value of research provided,

the firm's reputation, execution capabilities, commission rates and willingness to negotiate rates, and responsiveness to our clients and our Firm. In recognition of the value of research services and additional brokerage products and services the broker-dealers provide, higher commissions and/or trading costs will be paid than those that may be available elsewhere.

Karpus believes that all of its clients gain from products, research and services provided by broker-dealers, regardless of where commissions are directed. However, it is possible that certain products, research and services may be beneficial only to certain clients while being charged to all clients. Nevertheless, the benefits of the products, research and services are viewed by Karpus as global for all its clients, rather than on a client-by-client basis.

Some of the products, research and services received by Karpus serve a dual purpose of providing both research for the benefits of clients and administrative assistance for the benefit of Karpus. Where these mixed-use products, research or services are obtained, we make a reasonable allocation of the cost of products, research and services according to its anticipated use. The portion that assists our Firm in making investment decisions is paid for by the higher commission costs, while the portion which does not relate to the investment decision process is paid for directly by our Firm. We maintain books and records relative to the allocation of the anticipated use of a mixed-use product, research or service in order to demonstrate a good faith attempt under all the circumstances to make the appropriate allocation.

Karpus does not and will not sacrifice the principles of best execution for the client's account as the determinative factor in selecting a broker-dealer. As such, Karpus can choose not to select the broker-dealer providing the lowest possible commission cost, but instead considers the full range of a broker-dealer's services in placing brokerage, including but not limited to, the value of research provided, as well as execution capability, commission rate, financial responsibility and responsiveness to the direction of Karpus.

Karpus uses the value of the products, research and services given to it as factors in its decision to utilize a broker-dealer. Karpus also considers other factors such as execution services and fund flows in selecting a broker-dealer. The products, research and services received by the Firm include the following: advisory reports on industries and securities; economic, financial and political data (e.g., Alpine Macro, Bond Buyer); technical and fundamental data; specific security analysis; research-oriented services (e.g. Bloomberg Financial Markets, Advent Software); and, trading strategies and services including short-term custody for client's that elect to use US Bank as their custodian; clearing and settlement systems (e.g. Depository Trust Company). As noted in *Item 8: Methods of Analysis, Investment Strategies and Risk of Loss* above, Karpus uses shareholder activism as a component of its investment strategies for clients, with the ultimate objective of seeking to enhance value for clients. In that respect, and as appropriate in the interest of our clients, Karpus uses soft dollar credits generated from client commissions to pay for research, including advice, associated with its activities as a shareholder activist, such as nominating Directors to serve on boards of CEFs. As a result of obtaining these products, research and services, clients pay commissions higher than those obtainable from other broker-dealers in return for such products, research and services. The payment of these products, research and services from commission credits (so-called "soft dollars") generated from client transactions creates a conflict of interest as it allows Karpus to avoid paying for these products, research and services from its own resources. Notwithstanding this conflict, Karpus considers the expenditure of soft dollars for this purpose to be appropriate since the products, research and

services purchased in this manner are used for the benefit of clients. The securities transactions placed with broker-dealers by Karpus for its clients result in the payment of commissions to the brokerage firms who execute various transactions. As indicated elsewhere, the commissions that are generated will, in some instances, result in the receipt by Karpus from the executing brokers of research or non-research services that benefit Karpus and its clients for the purposes referred to elsewhere in this disclosure Brochure. Karpus employs a global approach to allocating the benefits of products, research and services to all of its clients and does not necessarily apply the benefits on a client-by-client basis.

We encourage but do not mandate the use of a bank custodian for safekeeping of assets, collection of income and ease in settlement of trades. The use of a custodian allows Karpus to bundle accounts into a trading block for furthering account participation in a particular trade. Under this transaction, each client pays its proportionate share of the trading commission.

Karpus will assign trades to brokers for trade execution, as applicable. Large trades will be assigned across the trading platform so not only one broker-dealer is accumulating or selling securities (specifically CEFs). ETF orders will be filled according to the market price. CEF orders are filled according to a limit price. Trades are directed by the Portfolio Manager/Trader based upon the trading platforms available to them, the size of the position traded, the responsiveness of the platform for price changes and in consideration of the client referral business disclosed above and in *Item 14: Client Referrals and Other Compensation*, below.

### **Aggregation of Trades**

It is Karpus' practice to aggregate or block investment transactions when it is in the best interest of the client account to do so. When Karpus' Investment Team recommends the purchase or sale of a security for more than one account at the same time, the Investment Team will typically input the desired position percentage into the trading order management system ("OMS"), which calculates the share amount to buy or sell and screens for client restrictions. Karpus has adopted procedures governing circumstances in which an aggregated or block trade can be only partially filled.

### **Allocation of Investment Opportunities**

Karpus has implemented allocation procedures designed to provide for the fair and equitable allocations of investment opportunities across client accounts over time. On a daily basis, the Adviser's Investment Team identifies the client accounts that have the lowest percentage allocation to an asset class. At the end of the day, investment opportunities are allocated to those client accounts with the greatest need in a manner consistent with their respective risk profiles. This process generally results in newer accounts and accounts with recent deposits getting higher allocations of investment opportunities to bring these accounts into line with comparable percentages of older accounts' securities holdings.

When allocating any remainder of the investment opportunity to client accounts, KIM uses a variety of options available through the OMS. These allocation methods include random, random exact, pro-rata, sequential, and manual. KIM uses random-exact as the most frequent methodology when allocating partial fills of limited opportunity investments and initial public offerings. The OMS system determines which accounts have a need for the security being traded and sufficient cash to settle the trades. After the eligible accounts are identified, the system allocates the investments randomly to those accounts. We use this random exact methodology as

a means to allocate fairly to the accounts in the pre-allocation block while avoiding small positions and numerous tax lots across many accounts.

KIM also has the discretion to use other allocation methodologies, such as random, pro-rata, sequential, or manual, when it is deemed to be in the client's best interest. Such other allocation methodologies will typically be used, for example, when Karpus receives a small allocation of the investment opportunity.

### **Relationship with Third Party Broker-Dealer**

StoneX Financial Inc. (SFI) is a registered broker-dealer/clearing firm. StoneX Advisors Inc. (SAI) is a registered investment adviser. SFI and SAI are wholly owned subsidiaries of StoneX Group Inc (NASDAQ: SNEX). SAI receives compensation for promoting asset management services on Karpus' behalf and providing account servicing to those clients pursuant to a Referral and Account Services Agreement. SFI executes certain SPAC and CEF transactions on behalf of Karpus' clients. SAI does not receive compensation in connection with Karpus' SPAC and CEF transactions placed with SFI, which are done in accordance with Karpus' broker execution policies and which seek to achieve the best execution.

### **Trade Errors**

Karpus strives to avoid trade errors through the use of technology and trained employees. However, when an error occurs, our policy is to seek to identify and correct any trade error as promptly as possible without disadvantaging our client(s).

Karpus will not pass the costs (including any losses) on to the client and Karpus will bear all costs correcting trade errors for which it was responsible. In addition, any gains resulting from the error correction will be retained by the client. Where multiple transactions are involved, gains and losses resulting from the trade correction process can be netted to determine the amount due to the client.

Trade errors are resolved through an account maintained by Karpus for the purpose of paying for trade errors. See also *Item 14: Client Referrals and Other Compensation* for conflicts of interest, client referrals and other compensation.

### **Directed Brokerage**

If a client directs Karpus to purchase and sell securities with a specific broker for all transactions for their portfolio, Karpus will follow the directions, although the ability of the Adviser to negotiate brokerage commissions could be considerably reduced or eliminated and Karpus can be incapable of achieving the best price and lowest commission for the client's portfolio. The client should be aware that by directing trades through a specific brokerage institution, there is a strong probability of losing opportunities associated with the benefits of block trading and possible constraints with the availability of securities. In the case of client-directed brokerage transactions, the client should be aware that Karpus cannot guarantee that such orders will be executed as promptly, or with the best execution, as orders which are placed directly by Karpus for its clients who do not direct that brokerage transactions be executed through a designated broker.

### **Block Trades**

Karpus places block trade orders through brokerage firms that maintain omnibus trading accounts that are in the name of the custodian bank as custodian for the clients of Karpus. The omnibus

accounts represent subsidiary custodians for the bank custodian. When the trades are settled, they are immediately reflected on the bank custodian's records.

## Item 13: Review of Accounts

Reviews are conducted dynamically by Portfolio Managers. Accounts are reviewed during the daily course of doing business by individual account and/or across accounts of similar risk characteristics to confirm proper allocations. Reviews entail an individual portfolio's conformity with our investment matrix, designated risk level profile and compliance with any individual mandates and/or restrictions. Formal quarterly audits consist of identifying portfolio outliers based on: 1) cash held; 2) investment performance (relative to similar risk levels); and 3) portfolio turnover. The Portfolio Managers must then explain each account exception. These explanations are then given to a random member of the Investment Team in the investment area who is not affiliated with the portfolio. These reviewers must confirm that each exception has been satisfactorily explained or bring any issues to the Chief Investment Officer. Finally, the quarterly reviews with explanations are provided to the Brokerage Committee.

With respect to accounts serviced by Karpus, in client meetings and or phone conversations, the Relationship Manager will discuss any significant changes in a client's financial status, changes in investment goals, or other life events that can necessitate a change to the Strategic Goal Setting schedule of their investment management agreement. These conversations occur at a frequency that is appropriate for the client over the contractual period of the relationship. Should changes occur, they are documented by executing a new Strategic Goal Setting form which would then be communicated to the Portfolio Manager for implementation.

All clients receive the following reports at least quarterly from Karpus unless reports are otherwise provided by their Consultant pursuant to their contract:

- Portfolio Appraisal - assets of the account are inventoried by cost and market value; estimated annual income by investment is provided, percentage breakdown at market of each investment and asset class is shown; and
- Transaction Summary - a chronological list of account transactions showing date, description, dollar amount and source or destination of funds.

Performance Report - shows cash flows and portfolio rate of return on a dollar-weighted basis. All clients receive the following reports at least annually from Karpus unless reports are otherwise provided by their Consultant pursuant to their contract:

- Performance Measurement - a marked-to-market total return performance analysis based on time weighted method of computing performance. Also, dollar-weighted total returns are given to clients at least annually;
- Individual client tax data - 1099's from the custodian, capital transactions and expenses; and
- Other reports: Asset reconciliation is available upon request.

## Item 14: Client Referrals and Other Compensation

Please refer to *Item 12: Brokerage Practices* section above for disclosures on research and other benefits we receive resulting from our relationship with the executing broker-dealer or custodian for your account(s).

Karpus has written referral agreements with affiliated and unaffiliated third-parties (“Promoters”). The agreements with unaffiliated Promoters require our Firm to pay the Promoters an annual fee, paid quarterly, that ranges from 20% - 40% of the client investment management fee paid to Karpus by a client that the Promoter has referred to us.

Arrangements with Promoters are disclosed in writing to clients of the respective Promoter when referred to Karpus. Pursuant to our contractual agreement with the Promoter, the Promoter is required to provide each prospect with certain disclosures at the time of the referral. With certain Promoters, Karpus’ procedures require documentation of the disclosures made to the client. Clients referred by unaffiliated Promoters to Karpus will not be eligible for Length of Service fee discounts described in Item 5: Fees and Compensation.

Karpus has relationships with Consultants that recommend Karpus as an investment adviser for all or a portion of their client’s investment portfolio. These Consultants are not compensated by Karpus for recommending that the client engage Karpus to manage all or a portion of their investment portfolio. Karpus’ bears investment responsibility for such accounts, but is not responsible for account servicing. The Consultant is responsible for account servicing and is compensated through an arrangement directly with the client. From time to time, Karpus can entertain the Consultant to foster the business relationship. Such entertainment includes occasional dining and / or attending sporting events in accordance with the Firm’s Gift and Entertainment policy. As a result, Consultants might be more inclined to recommend Karpus for investment advisory services than to recommend other investment managers who do not invite them to such events.

If a client has been referred to Karpus by an unaffiliated third-party brokerage firm (or registered representative thereof) and the client then directs Karpus to effect brokerage transactions through that registered representative and respective brokerage firm, Karpus can have a conflict of interest between its duty to the client to obtain the most favorable commission rates available under the circumstances and its desire to obtain future referrals from that registered representative.

## Item 15: Custody

We do not provide custody for the assets held in client accounts, but we work with the client’s selected independent qualified custodian, such as a bank, broker-dealer, or other independent, qualified custodian. Your custodian should send you account statements at least quarterly. The account statements from your custodian(s) should indicate the amount of our advisory fees deducted from your account(s) each billing period. As mentioned above, pursuant to your written authorization, we will deduct our advisory fee directly from your custody account through the qualified custodian holding your funds and securities.

While Karpus does not maintain custody of client assets, the Firm has entered into arrangements with a custodian whereby Karpus and our clients can receive direct and indirect benefits from the custodian when new accounts are established with the custodian. Benefits can include services, such as technology, research, marketing and compliance consulting products. The benefits are derived from the value of new client assets maintained with the custodian. The arrangements with the custodian create a conflict of interest because Karpus could be incentivized to present the custodian to clients as an option to custody their assets. Karpus mitigates this conflict by not recommending a specific custodian to clients. It should be noted that such custodial arrangements are separate and distinct from the access Karpus has to the custodian's affiliated broker-dealer trading platform.

You should carefully review account statements for accuracy.

You also should review the statements from your account custodian(s) to reconcile the information reflected on each statement and compare them with statements you receive from Karpus or your Consultant. Our statements may vary from custodial or Consultant statements based on internal procedures, reporting dates, valuation methods or similar reasons.

Please note that custodial (and related fee) arrangements with respect to wrap accounts will likely differ.

## Item 16: Investment Discretion

Before we can buy or sell securities on your behalf, we must have your written authorization through a direct agreement with Karpus or indirectly through a contract with a third-party. You grant Karpus discretion over the selection and amount of securities to be purchased or sold for your account(s) without obtaining your consent or approval prior to each transaction. You may specify investment objectives, guidelines, and/or impose certain conditions or investment parameters for your account(s). For example, you can specify that the investment in any particular stock or industry should not exceed specified percentages of the value of the portfolio and/or restrictions or prohibitions of transactions in the securities of a specific industry or security. Please refer to *Item 4: Advisory Business* in this Brochure for more information on our discretionary management services.

If your account includes No Fee Assets or you have entered into an Administrative Services Agreement with Karpus, we will obtain in writing your approval prior to the execution of the transaction in your account(s).

## Item 17: Voting Client Securities

### Proxy Voting

Karpus votes proxies on behalf of those client accounts for which it has received written authorization to do so, and the shares that have been made available to Karpus to vote. Karpus does not vote proxies for client's No Fee Assets. In circumstances where a client's custodian does not provide proxies to Karpus, Karpus is unable to vote the proxies.

For the client accounts for which Karpus has proxy voting responsibility and the ability to vote said

proxies, Karpus will determine how to vote proxies based on our reasonable judgment of the vote most likely to produce favorable financial results for its clients. Proxy votes generally will be cast in favor of proposals that Karpus believes can increase shareholder value, maintain or increase shareholder influence over the issuer's board of directors and management, and maintain or increase the rights of shareholders.

Karpus engages in shareholder activism when it believes it is in the best interest of its clients to do so. In such instances, we will apply strategies such as not voting shares or withholding votes in certain circumstances to prevent a quorum or compel an otherwise unwilling board and fund management to proactively discuss issues we believe impact shareholder value. Generally, proxy votes will be cast against proposals having the opposite effect. However, we will consider both sides of each proxy issue. Karpus can also be restricted when engaging in shareholder activism by the terms of a standstill agreement with a Fund company from voting proxies in accordance with Karpus' guidelines. Except in the case of a conflict of interest as described below, we do not accept direction from you on voting a particular proxy.

If we are aware of a conflict of interest between you and Karpus, or a principal of Karpus, certain proxy voting or similar issues could arise. If we determine that a material conflict of interest exists, we will take the necessary steps to resolve the conflict before voting. For example, we may disclose the existence and nature of the conflict to you, and seek direction from you as to how to vote on a particular issue; we may abstain from voting, particularly if there are conflicting interests for you (for example, where your account(s) hold different securities in a competitive merger situation); or, we will take other necessary steps designed to ensure that a decision to vote is in your best interest and was not the product of the conflict.

We keep certain records required by applicable law in connection with our proxy voting activities. You may obtain information on how we voted proxies and/or obtain a full copy of our proxy voting policies and procedures by making a written or oral request to our Firm.

You may request a copy of our proxy voting policy and proxy voting guidelines at any time by calling your Relationship Manager at 585-586-4680 or by email at [Info@Karpus.com](mailto:Info@Karpus.com).

## Item 18: Financial Information

We are not required to provide financial information to our clients because we do not:

- require the prepayment of more than \$1,200 in fees and six or more months in advance, or
- take custody of client funds or securities, or
- have a financial condition that is reasonably likely to impair our ability to meet our commitments to you.