

FIRM BROCHURE

TXRE ADVISERS, LLC

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This brochure provides information about the qualifications and business practices of TXRE Advisers, LLC. If you have any questions about the information contained in this brochure, please contact us at (972) 201-2841. 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.

This brochure does not constitute an offer, solicitation or recommendation to sell or an offer to buy any securities, investment products or investment advisory services. Such an offer may only be made to eligible persons by means of delivery of governing documents that contain a description of the material terms relating to such investments, products or services.

Additional information about TXRE Advisers, LLC also is available on the SEC’s website at www.adviserinfo.sec.gov.

March 31, 2014

Item 2: Material Changes

A summary of the material changes made to this firm brochure since March 28, 2013, the date of our last annual updating amendment, is set forth below:

- We no longer provide advisory services with respect to UST Hillwood Joint Venture Opportunities I, L.P.
- In January 2014, we and certain of our affiliates began providing investment advisory and supervisory services with respect to US Industrial Fund II, L.P. **See Item 4.**
- Effective as of January 2014, Hillwood Brookfield Industrial Partners, L.P. changed its name to HIP Industrial Partners, L.P. ("Fund I"). The general partner of Fund I changed its name from Hillwood Brookfield Industrial Partners GP, L.P. to HIP Fund I Industrial Partners GP, LP. **See Item 4.**
- The Funds and their general partners have entered into side letters or other similar arrangements with one or more investors in such Funds. **See Item 4.**
- Pursuant to certain purchase agreements, an entity affiliated with Brookfield Asset Management Private Institutional Capital Adviser US, LLC (the "Brookfield RIA") assigned its minority ownership interests in the general partner of Fund I and the general partner of the general partner of Fund I to certain of our affiliates. As a result of these and certain related transactions, the Brookfield RIA no longer provides any investment advisory services with respect to Fund I and affiliates of the Brookfield RIA no longer own any interest in the general partner of Fund I. Any and all investment advisory services with respect to Fund I are provided and/or performed solely by us and our affiliates on a discretionary basis in accordance with the terms of the partnership agreement. **See Item 4 and Item 10.**
- In **Item 5** of our firm brochure, we made revisions to the disclosures regarding the fees and expenses applicable to the Funds to conform to the terms set forth in the amended partnership agreement of Fund I and the partnership agreement of Fund II.
- We added disclosures regarding two internal committees that have been formed by each Fund. **See Item 8.**
- In **Item 10**, we added disclosures regarding the outside activities of certain of our affiliates and related persons.
- We added more information regarding our code of ethics and certain of the policies and procedures set forth therein. **See Item 11.**
- We added disclosures regarding the advisory committee of each of the Funds and the investment allocation policy that is applicable to Fund II. **See Item 11.**
- In **Item 13**, we made various changes and additions to the disclosures relating to the reports that each Fund delivers to investors.
- Brookfield Private Advisors LLC no longer acts as placement agent with respect to Fund I. We may enter into agreements or arrangements with one or more solicitors or placement agents that refer prospective investors in the Funds or other entities to us or our affiliates. **See Item 14.**
- Pursuant to the partnership agreement of each Fund, we generally are required to provide annual audited financial statements to investors within 90 days of the end of each fiscal year. **See Item 15.**

The information set forth in this brochure is qualified in its entirety by the applicable offering and/or governing documents. In the event of a conflict between the information set forth in this brochure and the information in the applicable offering and/or governing documents, such documents will control.

We encourage all clients and investors to carefully review this document in its entirety.

Item 3: Table of Contents

Item 2: Material Changes.....	2
Item 3: Table of Contents	4
Item 4: Advisory Business.....	5
Item 5: Fees and Compensation.....	6
Item 6: Performance-Based Fees and Side-By-Side Management	9
Item 7: Types of Clients	10
Item 8: Methods of Analysis, Investment Strategies and Risk of Loss	11
Item 9: Disciplinary Information	17
Item 10: Other Financial Industry Activities and Affiliations	18
Item 11: Code of Ethics, Participation or Interest in Client Transactions and Personal Trading.....	19
Item 12: Brokerage Practices.....	21
Item 13: Review of Accounts	22
Item 14: Client Referrals and Other Compensation.....	23
Item 15: Custody	24
Item 16: Investment Discretion	25
Item 17: Voting Client Securities	26
Item 18: Financial Information.....	27

Item 4: Advisory Business

FIRM DESCRIPTION AND OVERVIEW

TXRE Advisers, LLC, a Delaware limited liability company and private investment management firm (“TXRE,” “we,” “our,” or “us”), was formed in 2011. We provide and/or perform investment advisory and supervisory services with respect to securities (“Investment Advisory Services”) to various affiliated real estate investment vehicles that invest, directly or indirectly, in real estate and real estate-related investments.

We do not and will not act as general partner to any of our clients. Instead, we supervise, oversee and control any and all Investment Advisory Services provided with respect to our clients, and certain of our affiliates rely on our investment adviser registration instead of separately registering as investment advisers with the Securities and Exchange Commission (the “SEC”) under the Investment Advisers Act of 1940, as amended (the “Advisers Act”). **See Item 10.** Except as the context otherwise requires, any reference to “we,” “us” or “our” in this document includes TXRE Advisers, LLC and any affiliates relying on our registration.

PRINCIPAL OWNERS

The sole member of TXRE Advisers, LLC is Hillwood Development Company, LLC, whose sole member is Hillwood Development Group, L.P. Perot Investment Trust I ultimately owns over 25% of the limited partnership interests of Hillwood Development Group, L.P.

TYPES OF ADVISORY SERVICES

We provide and/or perform Investment Advisory Services with respect to HIP Industrial Partners, L.P., a Delaware limited partnership (“Fund I”), and US Industrial Fund II, LP, a Delaware limited partnership (“Fund II” and together with Fund I, the “Funds”, and each, a “Fund”), and monitor, supervise, oversee and control any and all Investment Advisory Services provided with respect to the Funds. We and/or our affiliates only provide Investment Advisory Services with respect to real estate and real estate-related investments (either directly or indirectly through real estate investment trusts and other entities). We and/or our affiliates provide Investment Advisory Services in accordance with the investment objectives, policies and guidelines set forth in the applicable partnership agreements and investment management agreements. **See Item 8 below.**

In addition to the Funds, we and/or our affiliates may provide and/or perform Investment Advisory Services and other services with respect to one or more other clients in the future, including, but not limited to, additional pooled investment vehicles.

INVESTMENT RESTRICTIONS

We provide and/or perform Investment Advisory Services with respect to each Fund in accordance with the investment objectives, policies, guidelines, limitations and restrictions set forth in its partnership agreement and other governing documents. Any investment restrictions with respect to a Fund are memorialized in the applicable governing documents. Clients generally may impose limitations and restrictions on the Investment Advisory Services provided by us and/or our affiliates.

Each Fund and its general partner have entered into, and may from time to time in the future enter into, letter agreements or other similar agreements (commonly referred to as “side letters”) with certain investors in the Fund that have the effect of establishing rights and/or otherwise benefitting such investors in a manner that is more favorable in various material respects than the rights and benefits established in favor of one or more other investors pursuant to the partnership agreement. Such rights or benefits in any side letter or similar agreement may include, without limitation, (i) investment capacity rights, (ii) reporting obligations of the applicable general partner or us and/or preferential information rights, (iii) waiver of certain confidentiality obligations, (iv) consent of the general partner to certain transfers by such investor, or (v) rights or terms necessary or advisable in light of particular legal, regulatory or public policy considerations of an investor. Certain investors that have the benefit of “most favored nation” protection are given the opportunity to elect the rights and terms in any side letter or other similar agreement that are applicable to such investors.

ASSETS UNDER MANAGEMENT

As of February 1, 2014, we had approximately \$259,977,632 in regulatory assets under management. All of these assets were managed on a discretionary basis.

Item 5: Fees and Compensation

FEE SCHEDULES

In consideration of the Investment Advisory Services, we and/or certain of our affiliates generally receive management fees, development fees, construction management fees, disposition fees, incentive distributions, termination fees and/or other types of compensation with respect to our clients. While fees are described in detail in the applicable partnership and/or investment management agreements, a summary of such fees is set forth below.

Management fees. With respect to each of the Funds, we (or, at our election, one or more of our affiliates) generally receive, on the first day of each calendar quarter in advance (or at such other times set forth in the applicable governing agreement), an investment management fee equal to a percentage of each limited partner's net equity invested or aggregate capital commitment. The management fee percentage with respect to each partner generally is subject to negotiation and may be forth in a separate agreement between the Fund and such partner.

Notwithstanding the foregoing, the management fees with respect to each Fund are reduced and offset by the amount (i) by which the formation or restructuring expenses exceed a certain amount set forth in the partnership agreement and (ii) of any fees paid by the Fund and/or its subsidiaries to our affiliates with respect to any "affiliate in-house services" (i.e., services which would otherwise be provided by third parties, including lending, financial advisory, engineering, consulting or investment research) provided by such affiliate. Any management fee offset generally is applied to reduce the management fee to be made in the immediately succeeding fiscal quarter, but not below zero; provided that if the aggregate amount of management offsets during any fiscal quarter exceed the management fee owed for such fiscal quarter, then such excess will be carried forward and reduce the management fee to be made for the next fiscal quarter. The management fee offset is applied proportionately among the limited partners based on their relative capital commitments. Development fees, property management fees, construction management fees, leasing fees and general construction fees (as described below) will not reduce or offset the management fees.

Incentive Distributions. Subject to the terms and conditions set forth in the applicable partnership agreement, the general partner of each Fund generally is entitled to receive an incentive distribution in respect of each unaffiliated investor in such Fund that is generally up to 20% of each such investor's profit from each portfolio investment made by such Fund and its subsidiaries, subject to (i) the satisfaction of a preferred internal rate of return, compounded annually, and (ii) recoupment of prior net losses, expenses and fees by such investor in such Fund. Incentive distributions are subject to clawback from the general partner under certain circumstances, as described below.

If, upon liquidation of a Fund and after making all distributions required under the applicable partnership agreement, its general partner has received incentive distributions in respect of a limited partner (plus any tax distributions in respect thereof) in excess of the "promote amount" with respect to such limited partner, or such limited partner has not received aggregate distributions pursuant to the partnership agreement sufficient to provide such partner with the applicable cumulative internal rate of return (the "IRR Shortfall Amount"), then the general partner will be required to contribute to the capital of the Fund for distribution to such limited partner an amount equal to the greater of (i) the excess of the aggregate incentive distributions in respect of such limited partner and tax distributions in respect of such partner received by the general partner over the promote amount in respect of such partner, and (ii) the IRR Shortfall Amount.

The general partners of the Funds also may reduce or eliminate incentive distributions with respect to limited partners that are affiliated with such general partner.

Development Fees. In connection with each portfolio investment, a Fund or a subsidiary thereof may enter into a transaction services agreement with one or more of our affiliates, pursuant to which our affiliates will provide transaction services with respect to such portfolio investment and the Fund or the applicable subsidiary thereof will pay a development fee equal to four percent (4.0%) of the development costs of such portfolio investment.

Property Management Fees. In connection with each portfolio investment, a Fund or a subsidiary thereof may enter into a property management agreement with one of our affiliates, pursuant to which our affiliate will provide various property management services with respect to such portfolio investment. In the event that a Fund or a subsidiary thereof enters into a property management agreement, it will pay a property management fee equal to the greater of: (i) three thousand dollars (\$3,000) per month, or (ii) three percent (3.0%) of the base rent for the applicable portfolio

investment.

Construction Management Fees. In connection with a portfolio investment which is to be redeveloped, renovated, refurbished or otherwise repositioned, or with respect to which a Fund or a subsidiary thereof will construct tenant improvements, a Fund or a subsidiary thereof may pay one of our affiliates a construction management fee that is calculated based upon a percentage (from 2% to 5%) of the applicable improvement costs.

Leasing Fees. In connection with a portfolio investment, a Fund or a subsidiary thereof may enter into a broker agreement for lease of industrial property with one of our affiliates, pursuant to which such affiliate will serve as the leasing agent for the portfolio investment. A Fund or a subsidiary thereof may pay market-rate commissions to the applicable affiliate based on the type and size of the property and the geographic area in which it is located.

General Construction Contracts and Fees. In connection with a portfolio investment, a Fund or a subsidiary thereof may enter into a construction agreement with one of our affiliates where the basis of payment is the cost plus a fee with a guaranteed maximum price, pursuant to which our affiliate will provide general contractor services with respect to such portfolio investment. A Fund or a subsidiary thereof may pay a general contractor fee equal to 3.5% of the cost of the work pursuant to the applicable construction agreement.

Detailed information regarding the fees applicable to each Fund is set forth in its partnership agreement and the summary set forth above is qualified in its entirety by such partnership agreement.

PAYMENT OF FEES

Management fees with respect to the Funds generally are payable quarterly, in advance, on the first day of each calendar quarter (or such other time set forth in the applicable partnership agreement or side letter agreement). The general partners of the Funds have the discretion to pay management fees from capital contributions drawn for such purpose, proceeds received in respect of any investments, or any other funds or other assets determined by the general partner to be available. The management fee will be prorated for any period less than a full calendar quarter based upon the number of days during such period. In the event of termination of the investment management agreement with a Fund, the management fee and any reimbursements of expenses will be paid up to and through the date of termination.

Incentive distributions are distributed to the general partners of the Funds quarterly or more frequently at the election of the applicable general partner.

OTHER FEES AND EXPENSES

Detailed information regarding the various expenses and costs charged or allocated to each Fund is set forth in its partnership agreement. In addition to management fees, incentive distributions, development fees, property management fees, leasing fees, construction management fees and any other applicable fees, we and/or our affiliates generally are reimbursed by the Funds for certain fees, expenses and costs incurred by us and/or our affiliates on behalf of each of the Funds, including, without limitation, (i) all fees and out-of-pocket costs and expenses incurred in connection with the formation of the Funds, non-investment specific subsidiaries, the Funds' general partners (and their general partners) and any alternative investment vehicles or parallel funds and the admission of limited partners to the Funds and investors to parallel funds other than placement agent fees, including, travel, legal, accounting, filing and all other expenses incurred in connection with the offer and sale of interests in the Funds and such parallel funds, subject to the terms and conditions set forth in the partnership agreements; (ii) all charges and expenses of the Funds and their respective subsidiaries' operations, including maintaining bank accounts or of any banks, custodians or depositories appointed for the safekeeping of investments or other property of the Funds or any subsidiary, all costs of bookkeeping and accounting services and all expenses associated with the preparation and distribution of financial statements and reports to any limited partner; (iii) all costs related to the Funds' or their respective subsidiaries' operations (including, for the avoidance of doubt, costs and expenses paid or reimbursed at the project level, which will be indirectly borne by the Funds and the limited partners); (iv) costs and expenses related to the acquisition, ownership, management, operation, financing, hedging or sale of investments; (v) interest on, and fees and expenses arising out of, all borrowings; (vi) extraordinary expenses (including litigation); (vii) travel costs associated with investigating and evaluating investment opportunities (whether or not consummated) or making, monitoring, managing or disposing of investments (which includes first or business class commercial travel and may, on occasion, include the use of non-commercial planes, lodging, meals, entertainment and communications relating to the foregoing); (viii) the costs of any third parties and, subject to the partnership agreement, any sponsor affiliates, retained to provide services to the Funds, subsidiaries or portfolio investments;

(ix) all other expenses incurred by the general partners of the Funds or any respective affiliate in connection with organizing any subsidiary, operating the Funds, their respective subsidiaries or their respective portfolio investments or performing the duties of the general partner under the respective partnership agreements, other than (a) ordinary and usual office overhead expenses, furniture, fixtures and office equipment of such general partner or any affiliate, and (b) compensation of the employees of any affiliate, unless such overhead or compensation expenses constitute services which would otherwise be provided by third parties.

The investment strategies we employ for the Funds generally do not involve the purchase or sale of publicly offered securities, and as such, do not typically entail expenses related to brokerage commissions. To the extent applicable, the Funds will be responsible for and pay any of their respective custodial fees and expenses. **See Item 12 below.**

The investment strategies we employ for the Funds may involve expenses paid by the Funds that are related to legal, tax, regulatory and other issues, as well as the costs of other service providers and intermediaries that may be involved in the purchase or divestment of investments.

COMPENSATION FOR THE SALE OF SECURITIES OR OTHER INVESTMENT PRODUCTS

Neither we nor any of our supervised persons accept compensation for the sale of securities or other investment products.

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

As noted under Item 5 above, the general partner of each Fund generally is eligible to receive performance-based compensation (in the form of incentive distributions) with respect to each limited partner in the respective Fund. The incentive distribution is effectively equivalent to a percentage of a Fund's net profits, subject to certain terms and conditions set forth in the partnership agreement of the applicable Fund. Any share of Fund net profits paid to a general partner of a Fund is separate and distinct from any annual management fee (or any other fees) charged by us or any of our affiliates to the Funds. As a fiduciary, we recognize that we must treat all of our clients fairly and must refrain from favoring one client's interests over another client.

Incentive distributions could motivate us and our affiliates, due to our affiliation with the general partners of each of the Funds, to recommend investments and investment decisions that are riskier or more speculative than would be the case if these arrangements were not in effect. For example, an incentive distribution generally entitles the general partner of each Fund to a percentage of the net profits of such Fund; however, the general partner is not required to bear the same proportion of the net losses, if any, suffered by a particular Fund. We attempt to mitigate conflicts of interest associated with an incentive distribution through: (i) the requirement that invested capital, a preferred return and expenses be returned to investors before the general partner is entitled to receive any incentive distributions; (ii) the requirement that each general partner and/or its affiliates have a capital commitment to the applicable Fund; and (iii) the clawback obligation of each general partner upon liquidation of the applicable Fund.

In addition, in allocating investment opportunities, there could be potential incentives to favor a Fund with higher potential performance-based compensation over Funds with lower potential performance-based compensation. We are focused on managing conflicts of interest and monitoring the allocation of investment opportunities in these contexts and endeavor to resolve any material conflict with respect to investment opportunities in a manner that we deem equitable under the particular facts and circumstances, consistent with our fiduciary duties.

The method of calculating the incentive distribution may also result in conflicts of interest with respect to the management and disposition of investments, including the sequence of dispositions.

Certain of our individual supervised persons and/or affiliates may be compensated to some extent based upon investment profits for which they are responsible and, accordingly, may face the same potential conflicts as described above.

Item 7: Types of Clients

We currently only provide and/or perform Investment Advisory Services with respect to certain affiliated private pooled investment vehicles. Notwithstanding the foregoing, we may provide and/or perform Investment Advisory Services with respect to other clients from time to time in the future, including, but not limited to, other pooled investment vehicles. Each investor in the Fund must meet the eligibility requirements outlined in the applicable governing documents. Investments in the Funds may also be subject to minimum initial investment amounts per investor, which generally may be waived by the general partner.

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

METHODS OF ANALYSIS AND INVESTMENT STRATEGIES

The Funds' primary investment objective is to generate both capital appreciation and operating cash flow on a value-add basis by acquiring, improving, developing, leasing, maintaining, owning, operating and managing portfolio investments in the industrial sector in the United States. The Funds make investments primarily through real estate investment trusts ("REITs").

In analyzing potential investments, market research is performed through a combination of third party written materials, broker discussions and first-hand knowledge of personnel assigned to or familiar with the markets/transactions being evaluated. Once a potential investment is identified, asset specific research includes review of due diligence provided by the owners of the property/portfolio, analyses provided by any required third party consultants (*i.e.*, engineers, environmental, survey, title and others, as required), asset inspections and market tours.

Decisions regarding acquisition and/or disposition of investments are made based on consideration of expected risk-adjusted returns. When making investment decisions, we consider, among other things, suitability of the investment for the applicable Fund, various underwriting criteria related to the asset (*e.g.*, in place and expected rents and occupancy), expected costs to lease the asset (including tenant improvement costs, brokerage commissions and capital improvements) and the current and anticipated market "capitalization rate" expected for the asset. Ultimately the expected gross profitability of an investment is measured using equity multiples and internal rate of return. Asset management decisions (*e.g.*, lease negotiations, capital improvements, etc.) are made in the context of maintaining or increasing the value of an asset.

Investment risks are analyzed by the transaction team through consideration of qualitative and quantitative analyses and the use of third party consultants.

The general partner of the general partner of each Fund has formed two internal committees, an "investment committee" and an "operating committee" to assist the general partner, us and our affiliates in carrying out their duties under the applicable partnership agreement and management agreement and to approve various other matters and transactions. In general, the unanimous consent of the "investment committee" is required with respect to the acquisition and disposition of any portfolio investments and the consent of a majority of the "operating committee" is required with respect to various other matters relating to each Fund.

The investment strategies summarized above are not intended to be comprehensive. In addition to the Funds, we, the Relying Advisers and/or certain of our affiliates may perform and/or provide Investment Advisory Services and other services with respect to one or more new or additional clients in the future. For more information regarding our investment strategies, please contact us.

CERTAIN RISK FACTORS

There can be no assurance that the Funds will achieve their respective investment objectives or that investments in the Funds will be profitable. The Funds' investment strategies involve a substantial degree of risk, including risk of complete loss. Nothing in this brochure is intended to imply, and no one is or will be authorized to represent, that the Funds' investment strategies are low risk or risk free. The Funds' investment strategies are appropriate only for sophisticated persons who fully understand and are capable of bearing the risks of investment. The various risks outlined below are not the only risks associated with the Funds' investment strategies and processes.

General Investment Risks. All investments risk the loss of capital. No guarantee or representation is made that our Investment Advisory Services will be successful or profitable. Real estate investments are subject to various specific risks, many of which are beyond our control, such as adverse changes in international, national or local economic and demographic conditions; local conditions (such as an oversupply of space or a reduction in demand for space); the quality and philosophy of management; competition based on rental rates; adverse changes in financial conditions of tenants, buyers and sellers of properties; quality of maintenance, insurance and management services; reduction or change in sources of debt or equity financing, including changes in interest rates; increases in real estate taxes and operating expenses, including energy prices; changes in law, regulations and governmental policies, including environmental laws, health and safety laws, zoning laws and governmental fiscal policies; potential

liability under changing environmental and other laws; changes in the relative marketability of properties; cyclical over-building in property sectors; risks due to dependence on cash flow; risks and operating problems arising out of the presence of certain construction materials; structural or property latent defects; natural and unnatural disasters; acts of terrorism and vandalism; uninsurable losses; condemnations and others. As a result, a Fund may be subject to claims and expenses in respect of an asset in excess of its investment in such asset, which could lead to losses.

Many of the foregoing factors could cause fluctuations in occupancy rates, rent schedules or operating expenses, causing a negative effect on the value of properties and returns derived from real estate investments. Valuation of properties are generally a matter of an independent appraiser's opinion, and may fluctuate up or down over time. Accordingly, the capital value of a real estate investment may be significantly diminished in the event of a sudden downward turn in the market value of properties owned by a Fund or the occurrence of any of the factors set forth above.

Adverse Economic Conditions in Geographic Markets. The economic performance of the Funds' properties could be affected by changes in local economic conditions. The performance of each Fund is therefore linked to economic conditions in areas where such Fund acquires properties and in the real estate market generally. Therefore, to the extent that there are adverse economic conditions in an area and in the real estate market generally that impact the market, such conditions could result in a reduction of income and adversely affect the investment results of the applicable Fund.

Expiration or Lack of Credit Enhancements. A lease may have credit enhancement provisions, such as guarantees or shortfall reserves provided by a third-party tenant or operator. These credit enhancement provisions may terminate at either a specific time during the lease term or once net operating income of the property exceeds a specified amount. These provisions also may have limits on the overall amount of the credit enhancement. After the termination of a credit enhancement, or if the maximum limit of a credit enhancement is reached, the applicable Fund or underlying real estate investments may look only to the tenant to make lease payments. If a credit enhancement has expired or the maximum limit has been reached, or if a provider of a credit enhancement is unable to meet its obligations, results of operations could be directly or indirectly adversely affected if such properties are unable to generate sufficient funds from operations to meet minimum rent payments and the tenants do not otherwise have the resources to make the rent payments. In addition, some leases may not have any credit enhancements, so that the applicable Fund may look only to the tenant to make lease payments during the entire term of the lease.

Restrictive Covenants. In connection with obtaining certain financing, a lender may impose certain restrictions on a Fund which may affect its ability to incur debt and, thus, adversely affect the investment results of such Fund. Loan documents that a Fund enters into may contain negative covenants that limit its ability to further mortgage the property or impose other limitations.

Failure to Make Debt Payments. Loans obtained to fund property acquisitions generally are secured by first mortgages on such properties. If a Fund is unable to make its debt service payments as required, a lender could foreclose on the property or properties securing such debt. This could cause such Fund to lose part or all of its investment. Certain of a Fund's future indebtedness may be cross-collateralized. Consequently, a default on this indebtedness could cause such Fund to lose part or all of its investment in multiple properties.

Lack of Control over Entities in Which the Fund Invests. On occasion, we may recommend investments in an entity that either Fund will not control. As a result, in these situations, the Funds may not be able to control the decisions made by such entities. The entities holding investments may therefore make decisions that could be adverse to the applicable Fund. Such investments may also have potential risks of impasse on major decisions, such as sales or mergers, because the applicable Fund would not have full control over the partnership, limited liability company or other entity. In addition, any investment in an entity with co-owners may, under certain circumstances, involve risks not present were a co-owner not involved, including the possibility that partners or other co-owners might become bankrupt or fail to fund their share of required capital contributions. Partners or other co-owners may have economic or other business interests or goals that are inconsistent with the applicable Fund's business interests or goals, and may be in a position to take actions contrary to the applicable Fund's policies or objectives. Disputes between a Fund and its partners or other co-owners may result in litigation or arbitration that would increase expenses and prevent such Fund from focusing its time and effort on its business. Consequently, actions by or disputes with partners or other co-owners might result in subjecting facilities to additional risk. The occurrence of any of the foregoing events could have a material adverse effect on a Fund's results of operations and may adversely affect its

investment results.

Competition. We compete for investment and development opportunities with the following persons (among others):

- private investors;
- pension funds;
- insurance company investment accounts;
- real estate investment trusts;
- real estate partnerships;
- financial institutions; and
- local developers.

Many of these competitors have substantially greater financial and other resources than us and may have better relationships with developers and sellers. Additionally, these competitors may enjoy significant advantages that result from, among other things, a lower cost of capital and enhanced operating efficiencies. Moreover, the number of entities and the amount of funds competing for suitable investment properties may increase. However, increased competition from competitors may adversely affect our ability to recommend attractive investment opportunities, as well as the price for such investment opportunities.

There may be numerous other properties that compete with properties that we recommend to a Fund and that compete with such Fund for tenants. The number of competitive properties could have a material effect on such Fund's ability to rent space at their properties and the amount of rents charged. A Fund could be adversely affected if additional competitive properties are built in locations competitive with its properties, causing increased competition for customer traffic and creditworthy tenants. This could result in decreased cash flow from tenants and may require such Fund to make capital improvements to properties which it would not have otherwise made, thus affecting the investment results of such Fund.

Inflation Risk. Inflation risk is the risk that the value of assets or income from investment will be worth less in the future as inflation decreases the value of money. As inflation increases, the real value of a Fund's investments may decline. For example, a substantial rise in inflation could reduce the value of a Fund's investments subject to leases if the inflation rate is high enough that percentage rent and automatic increases in base rent do not keep up with inflation.

Construction Risks. We may recommend that a Fund invest directly or indirectly in existing or newly constructed properties. We may also recommend investments in properties that are subject to completion of construction and development. If a Fund acquires a property for development or renovation, it may be subject to risks in connection with a developer's ability to control construction costs and the timing of completion of construction or a developer's ability to build in conformity with plans, specifications and timetables. In addition, development and renovation plans could be affected by delays in obtaining any necessary permits or consents from appropriate governmental agencies, strikes, adverse weather, shortages of materials and increases in the cost of labor and materials. Although we typically recommend safeguards that are designed to minimize these risks, such as rights to require the tenant to purchase the property that is under development at a pre-established price designed to reimburse the applicable Fund for all acquisition and development costs, there can be no assurance that the tenants will have sufficient funds to fulfill their obligations under these agreements. The builder's failure to perform may result in tenants terminating leases. These actions may increase the applicable Fund's costs or necessitate legal action by it to rescind the purchase of a property, to compel performance or to sue for damages. Any such legal action may result in increased costs to such Fund.

In addition, certain properties that we recommend may be subject to conservatory easements that prohibit the development of certain activities other than those specific activities already conducted on the property, and limit the ability to materially modify the existing layouts on the property.

We may recommend that a Fund (and/or its affiliates) enter into guaranteed maximum price contracts with developers for the development of new construction properties. Such contracts involve counterparty risk since developers may not perform their contractual obligations in accordance with the terms of such contracts. In addition, such contracts may not be insured by surety bonds or guarantees, which would protect such entities in the event of loss or casualty. Without such protection, in the event of loss or casualty, such entities could lose their investments in such new construction properties.

Real Estate Liquidation Risk. Real estate and real-estate related investments are illiquid. The Funds may not be able to readily dispose of real estate assets or have the ability to react quickly to changing investment circumstances due to market conditions that could affect the market price of properties, thereby adversely affecting the Funds. Furthermore, a Fund may not have the authority to cause an entity through which it has made an investment to sell or refinance a real estate property or to refrain from selling or refinancing a real estate property.

Market and Business Conditions. Changes in general or local economic or market conditions, state or local statutes, state or local taxation, litigation, increased energy costs, insurance costs, product costs and labor costs, competitive factors, fuel or labor shortages, quality of management, the ability of a chain or franchisor(s) to fulfill any obligations to operators of its businesses, limited alternative uses for a building, changing consumer habits, condemnation or uninsured losses, changing demographics, changing traffic patterns, inability to remodel outmoded buildings as required by the franchise or lease agreement, voluntary termination by a tenant of its obligations under a lease, bankruptcy of a tenant, and other factors beyond a Fund's or its underlying investment properties' control, may reduce the value of investments, the ability of tenants to pay rent on a timely basis, the amount of the rent and the ability of borrowers to make mortgage loan payments on time.

Additionally, properties securing mortgages that are owned by a Fund may decrease in value from the date when the mortgage loan was made and the creditworthiness of the mortgagee may decrease. Therefore, investment risk will increase due to decreasing market values.

Properties with Limited Operating History. Newly-developed or newly-renovated properties generally will not have any operating or performance histories that will allow us to make objective pricing recommendations in acquisitions. The purchase prices of these properties are oftentimes based upon projections by us as to the expected operating results of such properties, subjecting the Funds to risks that such properties may not achieve anticipated operating results or may not achieve these results within anticipated time frames.

Risks Related to Debt Investments. We may recommend investments in debt investments, including construction, participating and other real estate-related loans (collectively, "Debt Investments"). The value of the Debt Investments and the ability to realize full repayment on any Debt Investment may be adversely affected by all of the factors that affect an investment. In particular, certain important risks associated with Debt Investments include, among others: (a) dependency for repayment on successful operation of the underlying property and tenant businesses operating thereon; (b) the non-recourse nature of such loans with respect to the borrower; and (c) amortization schedules that are often longer than the stated maturity and provide for balloon payments at stated maturity rather than periodic principal payments.

Debt Investments are also subject to risks of borrower defaults, bankruptcies, fraud and special hazard losses that are not generally covered by standard hazard insurance. In the event of any default under mortgage loans held, directly or indirectly, by either of the Funds or any entity in which such Fund has an interest, the applicable Fund will bear a risk of loss of principal to the extent of any deficiency between the value of the collateral and the principal amount of the mortgage loan and may not receive interest payments on such mortgage loan. Foreclosures of mortgage loan, bankruptcies affecting mortgage loan borrowers and other collateral realization processes will be expensive and lengthy processes that could have a substantial negative effect on a Fund's anticipated return on investment.

Payments from Tenants. The success of our investment recommendations depends on rent payments from property tenants to generate returns and cash for the Funds. The Funds generally have no control over the success or failure of their tenants' businesses. Significant adverse changes in the operations of any facility, or the financial condition of any tenant, could have a material adverse effect on a Fund's ability to collect rent payments and, accordingly, on the investment results of such Fund. Failure on the part of a tenant to comply materially with the terms of a lease could give a Fund the right to terminate the lease with that tenant, repossess the applicable facility and enforce the payment obligations under the lease. However, such Fund then would be required to find another tenant. If a Fund is unable to re-let the properties, then it may be forced to sell the properties at a loss due to the repositioning expenses likely to be incurred by the purchasers. Moreover, the bankruptcy of any of a Fund's tenants could delay its efforts to collect past due balances under its leases, and could ultimately preclude collection of amounts due to such Fund. The occurrence of any of the foregoing events may adversely affect the timing of and the investment results of the Funds.

Inability to Sell Property. The real estate market is affected by many factors, such as general economic conditions, availability of financing, interest rates and other factors, including supply and demand, that are beyond our and/or

the Funds' control. We cannot predict whether a Fund will be able to sell any property for the price or on the terms set by them, or whether any price or other terms offered by a prospective purchaser will be acceptable to them. We cannot predict the length of time needed to find a willing purchaser and to close the sale of a property. A Fund may be required to expend funds to correct defects or to make improvements before a property can be sold. We cannot guarantee that a Fund will have funds available to correct such defects or to make such improvements.

Lease Terminations. The Funds are subject to the normal risks associated with leasing property, including the risk that upon the expiration of leases for space located in the properties, the leases may not be renewed, the space may not be re-let or the terms of renewal or leasing (including any cost of required renovations or concessions to tenants) may be less favorable than current lease terms. If we are unable promptly to re-let a space or renew leases for a significant portion of a property's space or if the rental rates upon renewal or re-letting are significantly lower than expected rates, then the applicable Funds' earnings may be adversely affected. Vacancies may not be able to be filled in a timely manner or on acceptable contract terms.

Special Purpose Properties. Certain properties that we recommend may not be readily adaptable to other uses such as general residential, retail or office use. Therefore, if a property becomes unprofitable for its operator due to competition, age or improvements or other factors such that the tenant becomes unable to meet its obligations under the lease, the liquidation value of the property may be substantially less than if the property were readily adaptable to other uses. The receipt of liquidation proceeds could be delayed by the approval process of any state agency necessary for the transfer of the property.

Environmental Risks. Under various federal and state environmental laws and regulations, owners and operators of real estate may be required to investigate and clean up certain hazardous or toxic substances, asbestos-containing materials or petroleum products released on real estate properties. These laws often impose such liability without regard to whether the owner knew of, or was responsible for, the presence of hazardous or toxic substances. The presence of contamination or the failure to remediate contaminations at any such properties may adversely affect a Fund's ability to sell or lease the properties or to borrow using the properties as collateral. Furthermore, a person that arranges for the disposal or transports for disposal or treatment a hazardous substance at a property owned by another may be liable for the costs of removal or remediation of hazardous substances released into the environment at that property. The costs of remediation or removal of such substances may be substantial, and the presence of such substances, or the failure to promptly remediate such substances, may adversely affect a Fund's ability to sell such real estate or to borrow using such real estate as collateral.

Environmental liabilities that may be incurred, directly or indirectly, could have an adverse effect on a Fund's financial condition or results of operations and thereby adversely affect its investment results.

We typically expect to recommend that a Fund obtain Phase I environmental assessments on all of properties prior to acquisition. Phase I environmental assessments are intended to identify potential environmental contamination for which properties may be responsible. Phase I environmental assessments include historical reviews of the properties, reviews of certain public records, preliminary investigations of the sites and surrounding properties, screening for the presence of hazardous substances, toxic substances and underground storage tanks, and the preparation and issuance of a written report. Phase I environmental assessments do not include invasive procedures, such as soil sampling or ground water analysis. Thus, these environmental assessments may not reveal all environmental liabilities and there may be material environmental liabilities of which neither we nor the applicable Fund was aware.

Capital Expenditures for Property Renovation. Properties, particularly those that consist of older structures, have an ongoing need for renovations and other capital improvements, including periodic replacement of furniture, fixtures, and equipment. Under the terms of certain of leases, a Fund may be obligated to pay the cost of expenditures for items that are necessary for the continued operation of its properties and that are classified under generally accepted accounting principles as capital items. If these capital expenditures exceed estimates, the additional costs could have an adverse effect on such Fund. In addition, we may recommend investments in properties that require significant renovations. Renovation of properties involves certain risks, including the possibility of environmental problems, construction cost overruns and delays, uncertainties as to market demand or deterioration in market demand after commencement of renovation and the emergence of unanticipated competition from properties.

Property Tax Increases. Properties may be subject to real and personal property taxes that increase as property tax rates change and as the facilities are assessed or reassessed by taxing authorities. Leases generally provide that the property taxes are charged to tenants as an expense related to the facilities that they occupy. As the owner of the

facilities, however, the respective Fund is ultimately responsible for payment of the taxes to the government. If property taxes increase, tenants may be unable to make the required tax payments, ultimately requiring the respective Fund to pay the taxes.

Reduction in Funds Available for Future Acquisitions. All real estate properties that we recommend are subject to operating risks common to real estate in general, any or all of which may negatively impact a Fund. If a property is not fully occupied or if rents are being paid in an amount that is insufficient to cover operating expenses, a Fund could be required to expend funds with respect to that property for operating expenses. Properties are subject to increased utility costs, operating expenses, insurance costs, repairs and maintenance and administrative expenses. While some properties that we recommend may require tenants to pay a portion of such expenses, some may not be negotiated on that basis, in which event the respective Fund may have to pay those costs. If a Fund is unable to lease properties on a basis requiring the tenants to pay all or some of such expenses, or if tenants fail to pay required tax, utility and other impositions, such Fund could be required to pay those costs.

Inability to Obtain Adequate Financing. We cannot be sure that a Fund will be able to obtain lines of credit or long-term permanent financings on satisfactory terms.

Financing to Purchasers. In some instances we may recommend that a Fund sell an investment by providing financing to purchasers. If such Fund provides financing to purchasers, the Fund will bear the risk that the purchaser may default, which could result in litigation and related expenses. Even in the absence of a purchaser default, the distribution of the proceeds of sales, or their reinvestment in other assets, will be delayed until the promissory notes or other property such Fund may accept upon a sale are actually paid, sold, refinanced or otherwise disposed of.

Adverse consequences of failure to maintain REIT status. We may recommend investments in REITs. If a REIT in which a Fund invests were to fail to qualify as a REIT in any taxable year, the REIT would be subject to federal income tax (including any applicable alternative minimum tax) on its taxable income at regular corporate rates, and distributions to stockholders, including the applicable Fund, would not be deductible by it in computing its taxable income. Any such corporate tax liability could be substantial and would reduce the amount of cash available for distribution to stockholders. Unless entitled to relief under certain provisions of the Internal Revenue Code, as amended, the disqualified REIT also would be disqualified from taxation as a REIT for the four taxable years following the year during which it ceased to qualify as a REIT.

THE FOREGOING RISK FACTORS DO NOT PURPORT TO BE A COMPLETE DESCRIPTION OF ALL OF THE RISKS THAT ARE OR MAY BE ASSOCIATED WITH A FUND'S INVESTMENT STRATEGIES OR AN INVESTMENT IN THE FUND.

Item 9: Disciplinary Information

Not applicable.

Item 10: Other Financial Industry Activities and Affiliations

RELYING ADVISERS

As mentioned in Item 4 above, certain of our affiliates, including HIP Fund I Industrial Partners GP, L.P., HIP Fund I Investment Manager, LP, US Fund II General Partner, LLC and US Fund II Industrial Partners GP, LP (each, a “Relying Adviser” and, collectively, “Relying Advisers”), may from time to time perform and/or provide Investment Advisory Services with respect to a Fund. While we and each of the Relying Advisers are organized as separate legal entities, we collectively conduct a single advisory business. Accordingly, the Relying Advisers rely on our investment adviser registration instead of separately registering as investment advisers with the SEC under the Advisers Act. To rely on our registration, we have entered into investment management agreements with each Relying Adviser, pursuant to which we monitor, supervise, oversee and control any and all Investment Advisory Services provided by such Relying Adviser and any persons acting on its behalf with respect to the applicable Fund. Each Relying Adviser, its employees and persons acting on its behalf are “persons associated with” and “supervised persons” (as each term is defined in the Advisers Act) of TXRE Advisers, LLC with respect to all Investment Advisory Services provided thereby, the Investment Advisory Services of each Relying Adviser, its employees and persons acting on its behalf are subject to our supervision and control, any Investment Advisory Services of a Relying Adviser are subject to the Advisers Act and the rules and regulations thereunder, and the activities and books and records of each Relying Adviser are subject to inspection and examination by the SEC. Each Relying Adviser is subject to our compliance policies and procedures and, except as the context otherwise requires, any reference in this brochure to “we,” “us,” “our” includes TXRE Advisers, LLC and the Relying Advisers.

All Investment Advisory Services with respect to the Funds and any of its subsidiaries have been or will be delegated to, and shall be provided and/or performed by, us (and our Relying Advisers). Any Investment Advisory Services with respect to the Funds and their subsidiaries that are undertaken by any of our affiliates, agents, supervised persons, employees and persons acting on their behalf are subject to our supervision and control.

AFFILIATED REAL ESTATE BROKER

We are affiliated, and share certain principals and employees with, Hillwood Realty Services Corporation, a real estate broker. Although we intend to keep our business activities and operations separate and independent from the business activities and operations of Hillwood Realty Services Corporation, the activities of Hillwood Realty Services Corporation may present actual or potential conflicts of interest, including, but not limited to, the time conflicts presented thereby.

OTHER ACTIVITIES OF PRINCIPALS, OFFICERS AND AFFILIATES

Certain of our officers, principals and other management persons hold or may hold direct and/or indirect personal investments in various entities and companies, including public companies, private investment partnerships, trust companies and family investment vehicles/offices, and serve or may serve on boards of directors, investment committees and advisory boards for certain companies (including publicly traded companies, trust companies and family investment vehicles or offices). We generally do not believe that these investments and positions raise material conflicts of interest with clients or otherwise result in relationships or arrangements by such persons with any related person that is material to our advisory business or our clients.

Certain of our affiliates and related persons (including limited partnerships, limited liability companies, family offices and investment vehicles) engage in various activities that are separate and apart from the investment advisory activities that we and our affiliates provide with respect to the Funds, including transactions involving real estate and real estate related assets. These activities may present actual or potential conflicts of interest.

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

CODE OF ETHICS

We have adopted and implemented a code of ethics, which sets forth standards of business conduct for our supervised persons. Our code of ethics is primarily designed to educate supervised persons about our philosophy regarding ethics and professionalism, emphasize our fiduciary duties to the Funds, encourage supervised persons to comply with applicable laws, prevent the misuse of material non-public information and the circulation of rumors and other forms of market abuse and address conflicts of interest that could arise from personal trading by our access persons. The code sets forth formal policies and procedures with respect to the personal securities trading activities of our access persons. Among other things, access persons generally are required to pre-clear certain public and private personal securities transactions, report all securities transactions on at least a quarterly basis and provide us with a summary of the securities holdings on at least an annual basis. Our code also addresses outside activities of certain supervised persons, conflicts of interest, policies and procedures concerning the prevention of insider trading, restrictions on the acceptance of gifts, the reporting of certain gifts and business entertainment items and the pre-clearance and reporting of political contributions. All supervised persons must annually confirm that they have read and understand our code of ethics and compliance manual, including the personal securities trading policy. A copy of our code of ethics will be made available to clients upon request.

CO-INVESTMENT OPPORTUNITIES

The general partner of a Fund may cause the respective Fund to co-invest with other entities so long as such arrangements do not materially adversely alter the economic or control rights of the limited partners set forth in the respective partnership agreement. If a Fund provides the members of the general partner of the general partner of such Fund (the “Members”), or any of their affiliates, with the opportunity to co-invest with such Fund in the securities of, or provide equity financing to, any investment of such Fund, then such co-investment amount will be allocated among the Members and their respective affiliates, for their own account, *pro rata* in accordance with their capital commitments to such Fund; *provided, however*, that if one Member or its affiliate elects not to take or use any portion of its allocated co-investment amount, the other Member or its affiliate will have the right, but not the obligation, to pursue such portion. In the event that the total amount of the co-investment amount allocated to the Members under the terms of the partnership agreement of such Fund has not been taken or used by all or any of the Members, the Members generally may sell or syndicate to third parties such remaining amount, *pro rata* in accordance with their capital commitments to such Fund; *provided, however*, that if the Members agree, the entire remaining amount may be jointly sold or syndicated by the Members.

ADVISORY COMMITTEE; CONFLICTS OF INTEREST

Each Fund has established a limited partner advisory committee (the “Advisory Committee”) composed of limited partners with capital commitments greater than ten percent (10%) of the aggregate capital commitments in the Fund. In addition to any other waiver, consent or approval rights of the Advisory Committee expressly set forth in the partnership agreement of a Fund, the general partner of such Fund generally is required to present to the Advisory Committee for its prior review and approval any transaction in which the general partner has a conflict of interest, and any matter that, with respect to the Advisers Act, would require the approval of the Fund or the limited partners. If the Advisory Committee consents to or approves any such transaction or matter, the general partner may cause the Fund to engage in such transaction without seeking any other approval of the limited partners.

We generally are required to consult with the Advisory Committee regarding key business decisions concerning a Fund, including, without limitation, prospective acquisitions, dispositions, and financings of portfolio investments in excess of twenty percent (20%) of aggregate capital commitments.

Each Fund and its respective subsidiaries generally may not enter into transactions with affiliates unless specifically authorized by the partnership agreement or with the approval of the respective Advisory Committee; *provided, however*, a Fund and its subsidiaries may invest in any securities issued by, or acquire investments from, sell investments to or merge investments with and into, any affiliate if such transaction is specifically authorized under the terms of the partnership agreement or if such transaction has been approved by the limited partners as provided in the partnership agreement.

ALLOCATION OF INVESTMENT OPPORTUNITIES

Investment opportunities generally are allocated in accordance with the provisions set forth in the applicable partnership agreement. Until the earlier to occur of (i) the expiration or termination of Fund II's investment period or (ii) the time that eighty percent (80%) of the aggregate capital commitments of Fund II have been committed to mandate investments, we and our affiliates are required to make available to Fund II and its subsidiaries all North American industrial real estate investment opportunities that we generally believe meet Fund II's investment parameters (subject to certain exceptions) and that comply with the investment restrictions and leverage restrictions set forth in the partnership agreement. Prior to the expiration or termination of the investment period of Fund II, neither we nor any of our affiliates will have the right to acquire, invest in or otherwise obtain an interest (direct or indirect) in, any qualifying investment opportunity outside of Fund II, unless approved by supermajority consent of the investors in Fund II.

Item 12: Brokerage Practices

BROKERAGE POLICIES

We generally focus on making private investments in real estate and real estate related assets. Accordingly, we do not generally use, select or otherwise recommend broker-dealers or other counterparties in connection with the investment activities of the Funds. In the event that we are called upon to select and/or recommend broker-dealers or other counterparties to clients in the future, we will implement and adopt policies and procedures reasonably designed to ensure that such brokers are selected in a fair and equitable manner and will promptly amend our brochure to disclose such policies and procedures.

Item 13: Review of Accounts

REVIEWS OF ACCOUNTS

Certain of our executive officers generally conduct routine reviews of the Funds and their investments on at least a monthly basis. With respect to accounting matters, the general partners of the Funds have each engaged an independent public accounting firm to conduct annual audits of such Funds.

As noted in Item 8 above, the general partner of each Fund has established an “investment committee” and an “operating committee” with respect to such Fund. In general, the unanimous consent of the “investment committee” is required with respect to the acquisition and disposition of any portfolio investments and the consent of a majority of the “operating committee” is required with respect to various other matters relating to each Fund.

In monitoring the performance of the Funds’ investments, we perform various levels of review. Among other items, we may consider: opportunities in the real estate market, inquiries regarding a specific asset, changes in an asset’s operating environment, changes in the debt market and changes in the customer of a real estate asset.

REPORTS

We provide investors in the Funds with quarterly unaudited financial statements (including a balance sheet, income statement and statement of partners’ capital), quarterly reports of each Fund’s business and activities (including a summary of acquisitions and dispositions of mandate investments during the prior quarter and a description of certain transactions), and annual audited financial statements (including a balance sheet, income statement, statement of partners’ capital, summary descriptions of acquisitions and dispositions during the applicable year and a statement of distributions made to each partner during the last fiscal quarter of such year). Within forty five days after the end of each fiscal year, the general partner of each Fund delivers, or causes the Fund to deliver, to the investors notice of the investment value of each mandate investment as at the end of each fiscal year. After the close of each taxable year, we provide investors with any information relating to the Fund that may be reasonably necessary to enable investors to prepare their U.S. federal income tax returns. If requested by an investor, a Fund generally will use commercially reasonable efforts to deliver to such investor such other information reasonably available to the Fund as the investor may require to comply with reporting requirements imposed by law. All reports to investors generally are written. In response to questions and requests and in connection with due diligence meetings and other communications, we may provide additional information to certain investors that is not distributed to other investors. Such investors may make investment decisions with respect to their investments in the Funds based upon such information.

Item 14: Client Referrals and Other Compensation

THIRD-PARTY COMPENSATION

Except as otherwise disclosed in this brochure, we currently do not receive any economic benefit from a non-client for providing investment advice or other advisory services with respect to the Funds.

REFERRALS

We may enter into agreements or arrangements with solicitors or placement agents who refer investors in the Funds or other entities to us. For their referral services, such persons may receive compensation from us (or our affiliates) which may be (i) a percentage of the management fees and/or performance-based compensation, (ii) allocation paid to us or our affiliates by such investors and clients, (iii) a percentage of an investor's commitment, or (iv) a flat fee. Investors generally will not be charged any higher or additional fee as a result of such agreements or arrangements. In every instance, all arrangements and payments of referral fees will be disclosed to applicable investors. The names of any solicitors engaged with respect to a Fund will be set forth in Section 7.B of Schedule D of Part 1 of our Form ADV.

Item 15: Custody

We may be deemed to have custody of the Funds' cash and securities for purposes of Rule 206(4)-2 under the Advisers Act. Accordingly, the cash and securities of the Funds (except for privately placed securities) are maintained at one or more qualified custodians, to the extent required by Rule 206(4)-2. With respect to the Funds, the respective general partner is responsible for selecting qualified custodians, and it may change custodians at any time and from time to time without the consent of, or notice to, investors. The names of custodians engaged with respect to a Fund are set forth in Section 7.B of Schedule D of Part 1 of our Form ADV.

In general and to the extent required by law, an independent public auditor conducts annual audits of each of the Funds, and audited financial statements are provided to investors on an annual basis. Annual audited financial statements generally are provided by the general partner to investors in the Funds within 90 days after the end of each fiscal year.

Item 16: Investment Discretion

DISCRETIONARY AUTHORITY

We and our Relying Advisers generally have discretionary power and authority over the types of investments to be bought or sold, as well as the amount to be bought or sold, on behalf of the Funds, subject to the terms, limitations and restrictions set forth in the applicable partnership agreements. We also have authority to determine the counterparty (if any) to be used for Fund transactions and the negotiation of commission rates or other consideration to be paid by the Funds to such persons.

LIMITED POWER OF ATTORNEY

Each investor in the Funds generally grants the general partner of a Fund a limited power of attorney to enable the general partner to take various ministerial actions with respect to the Fund on its behalf. The general partner of each fund has the authority to act on behalf of the Funds in connection with the acquisition and disposition of investments.

Item 17: Voting Client Securities

Due to the nature of the Funds' investments, neither we nor any of the Relying Advisers expect to be called upon to vote proxies with respect to securities owned by the Funds.

Item 18: Financial Information

Not applicable.