

# GenRock Capital Management LP

## Form ADV Part 2A

231 Royal Palm Way Suite 302

Palm Beach, Florida 33480

August 2, 2019

This brochure provides information about the qualifications and business practices of GenRock Capital Management, LP. If you have any questions about the contents of this brochure, please contact us at the address listed above or send us an email at [info@genrock.com](mailto:info@genrock.com). The information in this brochure has not been approved or verified by the United States Securities and Exchange Commission ("SEC") or by any state securities authority.

Additional information about GenRock Capital Management, LP, an SEC-registered investment adviser, also is available on the SEC's website at [www.adviserinfo.sec.gov](http://www.adviserinfo.sec.gov). Registration as an investment adviser does not imply a certain level of skill or training.

## Item 2: Summary of Material Changes

---

This is the initial filing of the Form ADV Part 2A for GenRock Capital Management (hereinafter “**GenRock**”, “**we**”, “**us**”, “**our**” or the “**Firm**”) as part of its transition registration as it is no longer able to claim the private fund adviser exemption. In the future, this Item 2 will discuss specific material changes that have been made since the last filing.

*The information disclosed in this brochure is qualified in its entirety by the private placement memorandum, investor disclosure letters and operating agreement of GenRock Capital Management, LP. In the event of a conflict between the information disclosed in this brochure and the information in the applicable private placement memorandum, investor disclosure letters and/or operating agreement of GenRock Capital Management, LP, such documents shall control.*

### Item 3: Table of Contents

---

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

#### **Item 4: Advisory Business**

---

GenRock is a Delaware limited partnership founded in April 2017. The Firm is principally owned by Mathew Ailey.

GenRock provides investment advisory advice, management and other services to GenRock Investment Fund I, LP (“**Fund**,” “**Client**,” or “**Advisory Client**”), a limited partnership organized under the Delaware Revised Uniform Limited Partnership Act., which is a privately offered company that makes investments in the Quick Service Restaurant (“**QSR**”) industry and related real estate. GenRock provides advisory services solely with respect to the Client, and no member or investor or potential investor should look to GenRock or any of its affiliates for advice regarding any of such person’s investment decisions, including any decision to invest in the Client. GenRock Investment Fund I GP, LLC, a Delaware limited liability company, is the general partner of the Fund (the “**General Partner**” or “**GP**”).

GenRock tailors its investment advice to the Client’s needs and objectives, as set forth in the private placement memorandum and operating agreement of the Client. GenRock has discretion over the Client’s assets; its discretion is limited by any restrictions in the Client’s operating agreement and the investment management agreement with the Client. Except as otherwise set forth in the operating agreement, investors generally may not impose any restrictions or limitations on the management or operation of the Client. The Client, its board, other vehicles or clients and GenRock may in the future enter into side letters or similar agreements or arrangements with certain investors in the Client or other vehicles or clients 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 operating agreement of the Client (or other applicable governing documents).

The Firm does not currently participate in any Wrap Fee Programs.

As of March 31, 2019, GenRock had approximately \$166,696,000 in regulatory assets under management on a discretionary basis.

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

---

##### **Fees**

In exchange for the services provided, GenRock is paid an annual investment management fee (“**Management Fee**”) of (i) two percent (2%) of the Fund’s capital commitments, during the commitment period and (ii) following the commitment period, 1.5% of the Fund’s capital contributions which have been used to fund portfolio investments (other than portfolio investments that have been written-off), as adjusted for any existing portfolio investment that has endured a permanent impairment in value, as determined by the GP in its reasonable discretion (plus any remaining capital commitments of the investors intended to be called for transactions in progress).

The Management Fee will be paid by the Fund, quarterly in advance beginning on either (i) the date of the initial closing or (ii) a later date determined by the GP, with subsequent installments to be paid quarterly on the 1<sup>st</sup> business day of each quarter and ending at the expiration of the Fund’s term. Any

payment of the Management Fee in respect of a period less than a quarter shall be prorated based on the actual number of days in such period.

Subject to the terms and conditions of the operating agreement of the Client, GenRock's affiliates generally are entitled to receive performance distributions equal to a percentage of profits on distributions (following the return of contributed capital and a preferred return to members).

Please see the confidential private placement memorandum and the operating agreement of the Client for detailed information regarding the performance distributions that may be made to GenRock's affiliates and other persons.

### **Client Expenses**

In exchange for the services provided by GenRock, the Client generally pays, directly or through reimbursement of GenRock, all of the operating expenses and organizational expenses of GenRock. These operating expenses include, but are not limited to, appraising and valuing, researching, acquiring, maintaining, financing, hedging and disposing of portfolio investments and prospective portfolio investments, whether or not consummated), including broken deal expenses (to the extent not paid for or reimbursed by portfolio investments), including, without limitation, taxes, fees and other governmental charges levied against the Client; costs of insurance, including, without limitation, directors and officers liability insurance, errors and omission insurance, and liability insurance covering the Client, the General Partner, GenRock and the members, partners, officers, employees and agents of any of them, and each member of the Fund's "**Advisory Committee**" (in each case, even if such insurance covers conduct for which indemnity would not be available from the Client), in all cases with respect to their activities performed on behalf of or for the benefit of the Client; administrative and research fees and expenses; expenses of custodians, outside advisors, counsel (including the Client's legal counsel), accountants, auditors, administrators and other consultants and professionals; expenses associated with forming, documenting and operating alternative investment vehicles and other holding vehicles related to a portfolio investment, including any amendments, modifications or revisions to the constitutive documents of any such entities; interest on and fees, costs and expenses arising out of all financings entered into by the Client (including, without limitation, those of lenders, investment banks, and other financing sources); travel expenses (air travel to be by coach or business class on a commercial airline to the extent reasonably practicable and economical); brokerage commissions; custodial expenses; litigation and other dispute resolution expenses (including the amount of any judgments or settlements paid in connection therewith); winding up and liquidation expenses; expenses incurred in connection with any tax or regulatory audit, investigation, settlement or review of the Client, and/or the General Partner and/or the Firm with respect to their activities performed on behalf of or for the benefit of the Client; expenses of the Advisory Committee members and the costs of any services provided by the General Partner or its affiliates in accordance with the Limited Partnership Agreement; expenses associated with meetings of the Advisory Committee and investors and the preparation and distribution of reports, financial statements, tax returns and K-1s to investors; the fees and expenses incurred in connection with the compliance by the Client (but not by GenRock or the General Partner) with applicable laws, rules, regulations and procedures; indemnification and other unreimbursed expenses; and any extraordinary expenses to the extent not reimbursed or paid by insurance, but specifically excluding the Management Fee and "**Organizational Expenses**".

Organization Expenses shall include the Client's pro rata share of all out-of-pocket expenses incurred in connection with the organization, formation and documentation of the General Partner, the Client, any

parallel vehicle and other related entities organized by the General Partner or its affiliates (other than any feeder vehicles), including any amendments, modifications or revisions to the constitutive documents of any such entities and the preparation and negotiation of any side letters, and the initial and ongoing offering of the interests therein, including, without limitation, legal and accounting fees and expenses and blue sky and world sky fees and expenses; printing costs; filing fees; and the transportation (air travel to be by coach or business class on a commercial airline to the extent reasonably practicable and economical), meal and lodging expenses of the personnel of the General Partner and the Firm, but specifically excluding all placement fees.

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

---

As noted above, GenRock generally will be entitled to receive performance-based distributions from the Client equal to a percentage of profits on distributions derived from the disposition of investments (following a return of capital and a preferred return to members). These performance-based distributions could motivate GenRock to make investment decisions that are riskier or more speculative than would be the case if these arrangements were not in effect. Please refer to the confidential private placement memorandum and the operating agreement of the Client for detailed information regarding the performance-based fees applicable to the Client.

GenRock's sole client is the Fund and there are no other clients or funds for which side-by-side management is conducted. We anticipate providing investment advisory services to additional funds in the future and, in that event, will update this section accordingly.

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

---

GenRock's only client currently is the Fund. GenRock may provide advisory and other services to more Clients in the future. The minimum required to invest in the Client is \$500,000, which the Client may waive in its discretion.

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

---

The following discussion of GenRock's strategies and risks is a summary of the discussion in, and is qualified in its entirety by, the Client's private placement memorandum.

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

GenRock's primary investment strategy will be to purchase operators of franchised QSRs and related real estate. GenRock believes that consolidating or "rolling-up" QSR platforms is an attractive investment opportunity as current industry trends and demographics have created buying opportunities. Consolidation will allow for the benefits of scale and risk management, including geographic and concept diversification helping to mitigate specific market and/or concept risk, more sophisticated financial management to increase returns, sharing of best practices and operational consistency to improve margins, providing a broader opportunity set for growth capital investment to accelerate organic and inorganic growth, and allowing for capital structure optimization to maximize access to capital and equity returns. GenRock expects large, diversified QSR portfolios to trade at higher multiples given scale benefits.

### ***Certain Material Risks***

As with any investment, loss of principal is a risk of investing. Risk is the chance that an investment's or investment strategy's actual return will be different than expected. Risk includes the possibility of losing some or all of the original investment. A fundamental idea in finance is the relationship between risk and return. The greater the amount of risk that an investor is willing to take on, the greater the potential return. The reason for this is that investors need to be compensated for taking on additional risk. *The various risks outlined below are not the only risks associated or that may be associated with an investment in the Client. The following risks are qualified in their entirety by the risks set forth in the private placement memorandum of the Client.*

Lack of Diversification. The Client will primarily invest in a single asset class, QSRs and related real estate, so the Fund will have little or no industry diversification. Lack of industry diversification may increase volatility and the risk of loss.

Lack of Liquidity. The Client's investment portfolio will consist of investments in private companies and real estate. The marketability and value of each such investment will depend upon many factors beyond the General Partner's control. Generally, the investments made by the Client will be illiquid and difficult to value, and there will be little or no collateral to protect an investment once made. At the time of the Client's investment, a portfolio company may lack one or more key attributes (e.g., a complete management team) necessary for success. There may be no readily available market for the Fund's investments, many of which will be difficult to value, and the disposal of an investment in a portfolio company by the Client may be prohibited or delayed many years from the date of initial investment for contractual, legal and/or regulatory reasons.

Due Diligence. The due diligence process that the Firm undertakes in connection with the Client's investments may not reveal all facts that may be relevant in connection with an investment. Before making investments, GenRock conducts due diligence that it deems reasonable and appropriate based on the facts and circumstances applicable to each investment. The objective of the due diligence process is to identify attractive investment opportunities, to identify possible risks associated with that investment, and to prepare a framework that may be used from the date of an acquisition to drive operational achievement and value creation. When conducting due diligence and making an assessment regarding an investment, the Firm relies on resources available to it, including information provided by the target of the investment. The due diligence process may at times be subjective with respect to companies for which only limited information is available. Accordingly, GenRock cannot be certain that the due diligence investigation that it will carry out with respect to any investment opportunity will reveal or highlight all relevant facts (including fraud) that may be necessary or helpful in evaluating such investment opportunity, including the existence of contingent liabilities. GenRock also cannot be certain that its due diligence investigations will result in investments being successful or that the actual financial performance of an investment will not fall short of the financial projections it used when evaluating that investment.

Risks of Certain Dispositions. In connection with the disposition of an investment in a portfolio company or otherwise, the Client may be required to make representations about the business and financial affairs of the portfolio company typical of those made in connection with the sale of any business. It may also be required to indemnify the purchasers of such investment to the extent that any such representations are inaccurate, and under certain circumstances described in the Limited Partnership Agreement, the General Partner may make distributions of cash or securities to the partners that remain subject to recall for the payment (in whole or in part) of such contingent liabilities. These arrangements may result in

contingent liabilities, which might ultimately have to be funded by the Client.

Reliance on Third-Party Company Management. The day-to-day operations of each portfolio company will be the responsibility of the portfolio company's management team, which may include representatives of other financial investors with whom the Client is not affiliated and whose interests may at times conflict with the interests of the Client. Although the General Partner will be responsible for monitoring the performance of each portfolio company, the Client will rely significantly on the management teams of portfolio companies in which it invests. There can be no assurance that the existing management team of any portfolio company, or any successor thereto, will be able to operate the portfolio company in accordance with the Client's expectations.

Provision of Managerial Assistance. GenRock, by virtue of the assets it manages for the Client, may obtain rights to participate substantially in and to influence substantially the conduct of the management of portfolio companies. This could expose the assets of the Client to claims by a portfolio company and its creditors. The provision of managerial assistance could expose the Client to certain risks, including the risk of litigations. As a result, the Client could suffer losses in its investments.

Financial Market Conditions, Illiquidity. The financial markets in the United States and other countries have experienced a variety of difficulties and changed conditions over the past several years. These events and the potential for continuing market turbulence may have an adverse effect on the Client. As global economies and financial markets are increasingly interconnected, the possibility that conditions in one country or region might adversely impact issuers in a different country or region increases. Economic challenges may affect the valuation of a portfolio company and result in reduced demand for such portfolio company. This may prevent the Client from liquidating the portfolio company at any price, or at a price deemed favorable to the Client, during certain periods, which periods may be substantial and prolonged.

Expedited Transactions. Investment analyses and decisions by the Firm may be undertaken on an expedited basis in order for the Client to take advantage of investment opportunities. In such cases, the information available to the Investment Manager at the time of an investment decision may be limited, and the Investment Manager may not have access to the detailed information necessary for a full evaluation of the investment opportunity. In addition, the Investment Manager may rely upon independent consultants in connection with its evaluation of proposed investments. There can be no assurance that these consultants will accurately evaluate such investments.

Unspecified Investments. The capital commitments received from the limited partners pursuant to this offering are going into a blind pool. The Client has not identified the specific investments it will make. Accordingly, an investor in the Client must rely upon the ability of GenRock in making investments consistent with the Client's investment objectives and policies. An investor will generally not have the opportunity to individually evaluate the relevant economic, financial and other information that will be utilized by the Firm in its selection of investments or otherwise approve of such investments.

Government Regulation. QSRs are subject to various federal, state and local laws that affect their businesses, including various health, sanitation, fire and safety standards. Restaurants to be constructed or remodeled are subject to state and local building code and zoning requirements. In connection with the development and remodeling of restaurants, a franchisor may incur costs to meet certain federal, state and local regulations, including regulations promulgated under the Americans with Disabilities Act. QSRs are also subject to the federal Fair Labor Standards Act and various other federal and state laws



governing such matters as minimum wage requirements; unemployment compensation; overtime; and other working conditions and citizenship requirements. A significant number of QSRs' food service personnel are paid at rates related to the federal, and where applicable, state minimum wage and, accordingly, increases in the minimum wage have increased and in the future will increase wage rates at restaurants. The Patient Protection and Affordable Care Act (the "**ACA**") required businesses employing fifty or more full-time equivalent employees to offer health care benefits to those full-time employees or be subject to an annual penalty. Those benefits must be provided under a health care plan which provides a certain minimum scope of health care services. The ACA also limits the portion of the cost of the benefits which an employer can require employees to pay. A QSR may incur material costs and expenses in complying with the requirements of the ACA. QSRs are also subject to various federal, state and local environmental laws, rules and regulations relating to the use, storage, discharge, emission and disposal of hazardous substances or other regulated materials, release of pollutants into the air, soil and water, and the remediation of contaminated sites. Failure to comply with environmental laws could result in the imposition of fines or penalties, restrictions on operations by governmental agencies or courts of law, as well as investigatory or remedial liabilities and claims for alleged personal injury or damages to property or natural resources. Some environmental laws impose strict, and under some circumstances joint and several, liability for costs of investigation and remediation of contaminated sites on current and prior owners or operators of the sites, as well as those entities that send regulated materials to the sites.

Competition. The restaurant industry is highly competitive with respect to price, service, location and food quality. QSRs compete with a large number of national and regional restaurant chains, as well as locally owned restaurants, offering low and medium-priced products. QSRs also compete with convenience stores, delicatessens and prepared food counters in supermarkets, grocery stores, cafeterias and other purveyors of moderately priced and quickly prepared foods. Due to competitive conditions, QSR chains have offered select food items and combination meals at discounted prices. These pricing and marketing strategies have had, and in the future may have, a negative impact on sales and earnings.

Reliance on Franchisor. The success of a QSR is, to a large extent, directly related to the success of the franchisor including its financial condition, advertising programs, new products, overall quality of operations and the successful and consistent operation of restaurants owned by other franchisees. A failure of the franchisor to compete effectively will have a material adverse effect on the QSR's operating results. Generally, each restaurant operates under a separate franchise agreement with the franchisor. Franchise agreements generally require, among other things, that all restaurants comply with specified design criteria and operate in a prescribed manner, including utilization of the franchisor's standard menu and purchasing supplies only from approved vendors. Franchise agreements may require a franchisee to periodically remodel its restaurants to conform to the then-current image of the franchisor, which may require the expenditure of considerable funds. In addition, a QSR may not be able to avoid adopting menu price discount promotions or permanent menu price decreases instituted by the franchisor that may be unprofitable. Franchise agreements typically have a fixed term after which the franchisor's consent is required to receive a successor franchise agreement. There can be no assurances that the franchisor will agree to successor franchise agreements, and any failure of a franchisor to renew a QSR's franchise agreement could adversely affect such QSR's operating results. In addition, as a condition of approval of a successor franchise agreement, a franchisor may require the QSR to make capital improvements, which may require the QSR to incur substantial costs.

In addition, a franchise agreement may not provide the franchisee with exclusive rights to operate franchised restaurants in any defined territory. Franchises granted by the franchisor to third parties will likely have a material adverse effect on the initial franchisee.

Food Quality. Negative publicity about food quality, illness, injury or other health concerns (including health implications of obesity) or similar issues stemming from one restaurant or a number of restaurants could result in a significant decrease in guest traffic and could have a material adverse effect on a QSR's results of operations.

Leases. The leases for many QSR locations are "net" leases, which require the QSR to pay all of the costs of insurance, taxes, maintenance and utilities, and are generally not cancellable. If a QSR is not profitable, and the operator decides to close it, the QSR may nonetheless be obligated to perform its monetary obligations under the applicable lease including, among other things, paying all amounts due for the balance of the lease term. In addition, as leases expire, QSRs may fail to negotiate renewals, either on commercially acceptable terms or any terms at all, which could cause them to close restaurants in desirable locations.

General Real Estate Risks. Real estate values are subject to the risks incident to the ownership and operation of real estate generally, including: risks associated with both the domestic and international general economic climate; local real estate conditions (such as oversupply of space or a reduction in demand for space); energy and supply shortages; financial resources of tenants; various uninsured or uninsurable risks; terrorism; war; natural disasters; the quality and philosophy of third parties that manage the properties; government regulations; potential environmental and other legal liabilities; and general availability of financing and changes in interest rate levels. Certain of these risks cannot be predicted with certainty or controlled. The Client will incur the financial burdens of ownership of real property, which include the paying of expenses and taxes, maintaining such property and any improvements thereon, and ultimately disposing of such property. There is no assurance that there will be a ready market for resale of real estate investments because investments related to real estate generally are not liquid. Illiquidity may result from the absence of an established market for the assets, as well as legal or contractual restrictions on their resale.

Competitive Market for Investment Opportunities. The activity of identifying, completing and realizing attractive real estate investments has from time to time been highly competitive, and involves a high degree of uncertainty. The Client will be competing for investments with many other real estate investment vehicles, as well as individuals, financial institutions and other institutional investors. There can be no assurance that the Client will be able to locate, complete and exit investments which satisfy GenRock's rate of return objective or realize upon their values.

Availability of Insurance against Certain Catastrophic Losses. Certain losses of a catastrophic nature, such as wars, earthquakes, terrorist attacks or other similar events, may be either uninsurable or insurable at such high rates that to maintain such coverage would cause an adverse impact on the related positions. If an uninsured loss occurs, the Client could lose both invested capital in and anticipated profits from the affected properties.

Environmental Liabilities. The Client may be exposed to substantial risk of loss from environmental claims arising from investments made with undisclosed or unknown environmental problems or with inadequate reserves, as well as from occupational safety issues and concerns. Under various federal, state and local laws, ordinances and regulations, an owner or operator of real property may be liable for the costs of removal or remediation of certain hazardous or toxic substances on or in such property. Such laws often impose such liability without regard to whether the owner or operator knew of, or was responsible for, the presence of such hazardous or toxic substances. The cost of any required remediation and the owner's

or operator's liability therefor as to any property are generally not limited under such laws and could exceed the value of the property and/or the aggregate assets of the owner or operator. The presence of such substances, or the failure to properly remediate contamination from such substances, may adversely affect the owner's ability to sell the real estate or to borrow funds using such property as collateral, which could have an adverse effect on the Client's return from such investment. Environmental claims with respect to a specific investment may exceed the value of such investment, and under certain circumstances, subject the other assets of the Client to such liabilities.

#### **Item 9: Disciplinary Information**

---

Neither GenRock nor its management personnel have any legal or disciplinary events that are material to a client's or a prospective client's evaluation of its advisory business or the integrity of its management.

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

---

GenRock and its investment personnel are not registered, and have not applied to register, as a futures commission merchant, commodity pool operator, commodity trading advisor or associated persons of a futures commission merchant. In addition, GenRock is currently not applying to register as a broker-dealer and does not intend to do so. With that, GenRock, does not recommend nor select other investment advisers for its Clients.

##### ***Other Activities***

Certain of GenRock's or the Client's employees, officers, members and/or affiliates serve (and may in the future serve) as directors, officers or committee members of various portfolio companies of the Client. Such persons could face conflicts of interest between discharging their duties as directors, officers or committee members, as the case may be, of such companies and acting in the best interest of the Client or GenRock. Moreover, certain of GenRock's or the Client's affiliates, employees or principals also may serve as directors of public companies and their activities on behalf of those other companies may present actual and/or potential conflicts of interest (including conflicting fiduciary duties). GenRock personnel and affiliates may receive compensation from companies in their capacities as directors, officers or committee members and this compensation may not be shared with the Client.

##### ***Third-Party Relationships***

As part of GenRock's business, GenRock and the GenRock personnel have developed many relationships with third parties, some of which could be viewed as significant, close or personal, which have the potential to raise conflicts of interest. Such third parties include, but are not limited to, entrepreneurs, former business associates, intermediaries, financial institutions, investment bankers, commercial bankers, financial advisors, attorneys, accountants, consultants, other individuals within their networks, private equity and venture capital funds and current and former directors, officers and employees of potential portfolio companies. Certain of such third parties may: introduce investment opportunities to the Client; arrange for, or facilitate financing in, the purchase or recapitalization of potential portfolio companies; introduce portfolio companies to potential acquisition or merger candidates; introduce the Client to potential buyers of portfolio company securities; facilitate the disposition of portfolio company

securities; provide investment banking, consulting or advisory services to the Client or a portfolio company; co-invest in a portfolio company; introduce or recommend private investment opportunities to the GenRock personnel or their friends and family members; or provide other significant business or investment services to the Client, GenRock, portfolio companies or the GenRock personnel and their friends and family members. GenRock will have compliance policies and procedures designed to monitor and, as necessary, mediate such significant relationships, but no guarantee can be made that such policies will prevent actions which are to the detriment of the Client.

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

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

GenRock has adopted a code of ethics in compliance with Rule 204A-1 under the Investment Advisers Act of 1940 (“**Code of Ethics**”). The Code of Ethics sets forth the rules for business conduct and personal investing activities of its employees. The Code of Ethics, among other things, sets ethical standards and requires compliance with the securities laws, safeguards material nonpublic information about the Client’s transaction and portfolio holdings and requires initial and annual reports of securities holdings for access persons.

Investors and prospective investors may obtain a copy of the Code of Ethics upon request in writing to GenRock at the address on the cover of this Brochure.

##### ***Participation or Interest in Client Transactions and Personal Trading***

GenRock’s employees and officers may maintain positions in, or buy or sell, the same securities or related options as the Client may buy or sell after waiting five (5) days after the purchase or sale of the security by a Client account. In cases such as this, employees and officers would have an interest in the success of a security that may be recommended to, owned by, sold for or purchased for the Client. Employees are also not permitted to buy or sell any securities that are included on a restricted security list.

Employees will not, directly or indirectly, acquire beneficial ownership in any Personal Account in any security in an initial public offering or in a limited offering (*i.e.*, a private placement) without the prior written consent of the CEO. Employees wishing to acquire beneficial ownership in any security in an initial public offering or in a limited offering must submit a written request to the CEO. If an employee is permitted to participate in such personal securities transaction, the CEO shall document the reasons for permitting such transaction

#### **Item 12: Brokerage Practices**

GenRock has the authority to determine the securities that are bought and sold for the Client, the amount of securities to be bought or sold, the broker dealer to be used (if any) and the brokerage commissions and other fees to be paid.

GenRock expects that most if not all of the securities purchased for the Client will be privately-issued rather than exchange-listed securities. If GenRock purchases publicly-traded securities for the Client,

GenRock will seek to obtain best execution for the Client's transactions (*i.e.*, it will seek to obtain not necessarily the lowest commission or transactional fee but the best overall qualitative execution in the particular circumstances). Best execution means not only seeking to achieve the best price but also the consideration of many factors, such as the characteristics of specific trades, the security being traded, specific needs of clients, conditions in the market at the time the order is placed and the overall efficiency of market structure. When selecting broker-dealers, GenRock also may consider various factors and considerations deemed relevant or appropriate including, without limitation, execution capability, commission rate, the likelihood of price improvement, the speed of execution and likelihood of execution for limited orders, the ability to minimize market impact, the maintenance of confidentiality and responsiveness of broker-dealers.

GenRock will aggregate such orders as it deems appropriate and in accordance with the Client's Offering Documents and in the best interests of the Client.

GenRock does not have any formal or informal arrangements or commitments to use research, research-related products and other services obtained from broker-dealers, or third parties, on a soft dollar commission basis.

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

---

GenRock reviews the Client's performance at least quarterly, which includes a summary description of each portfolio investment, any material event regarding the business of the Client, and each disposition of a portfolio investment during such quarter. Generally, investors will receive a quarterly letter summarizing the business activities and financial status of the Client.

With respect to accounting matters, the Client has engaged an independent public accounting firm to conduct an annual audit of the Client and the Client will provide annual audited financial statements to all investors.

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

---

The Firm at this time does not maintain any referral arrangements with individuals or entities that may be compensated, directly or indirectly.

#### **Item 15: Custody**

---

GenRock has custody of the Client's cash and securities for purposes of Rule 206(4)-2 under the Advisers Act. In accordance with Rule 206(4)-2, the Client's cash and securities (except for privately placed securities) are maintained at one or more qualified custodians. An independent public accounting firm, which is registered with and subject to inspect by the PCAOB, conducts annual audits of the Client, and audited financial statements (prepared in accordance with U.S. generally accepted accounting principles) are provided to investors on an annual basis. Such audited financial statements generally will be provided to investors within 120 days after the end of each fiscal year. Qualified custodians are not expected to provide account statements directly to investors in the Client.

#### **Item 16: Investment Discretion**

---

GenRock has investment discretion over the Client's assets, which is limited by the terms of the Client's operating agreement and the investment management agreement with the Client.

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

---

Rule 206(4)-6 under the Advisers Act requires every investment adviser who exercises voting authority with respect to client securities to adopt and implement written policies and procedures, reasonably designed to ensure that the adviser votes proxies in the best interests of its clients. Rule 206(4)-6 further requires an adviser to provide a concise summary of its proxy voting process and offer to provide copies of the complete proxy voting policy and procedures to clients upon request. Lastly, Rule 206(4)-6 requires that each adviser disclose to clients how they may obtain information on how the adviser voted their proxies.

Due to the nature of its investment activities, GenRock generally does not expect to vote proxies with respect to securities owned by the Client. Nevertheless, to the extent applicable, GenRock will vote any proxies consistent with the best economic interests of the Client and seek to identify any material conflicts of interests between the Client's interests and its own interest within the proxy voting process. If GenRock or one of its applicable employees faces a material conflict of interest in voting a proxy, GenRock may engage an independent third party to vote such proxies or take such other actions as it deems necessary or appropriate to mitigate or ameliorate such conflict. Members generally may not direct or influence votes with respect to any proxy solicitation.

Any past proxy voting information would be made available to investors upon request. A copy of the policy and any past proxy voting information may be obtained by writing to GenRock at the address listed on the cover of this Brochure.

#### **Item 18: Financial Information**

---

GenRock does not require or solicit prepayment of more than \$1,200 in fees from the Client six months or more in advance and therefore has not included a balance sheet for its most recent fiscal year. GenRock is not aware of any financial condition that is reasonably likely to impair its ability to meet its contractual commitments to clients and has not been the subject of a bankruptcy petition at any time during the past ten years.