

**ITEM 1. COVER PAGE**

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PART 2A OF FORM ADV: FIRM BROCHURE

**GRASS RIVER CAPITAL PARTNERS LLC**

May 12, 2017

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**This brochure provides information about the qualifications and business practices of GRASS RIVER CAPITAL PARTNERS LLC (“GRCP” or the “Manager”). If you have any questions about the contents of this brochure, please contact us at (305) 901-1000. The information in this brochure has not been approved or verified by the U.S. Securities and Exchange Commission (the “SEC”) or by any state securities authority.**

**Additional information about GRASS RIVER CAPITAL PARTNERS LLC is also available on the SEC’s website at [www.adviserinfo.sec.gov](http://www.adviserinfo.sec.gov).**

GRASS RIVER CAPITAL PARTNERS LLC is registered with the SEC as an investment adviser. Registration with the SEC or with any state securities authority does not imply a certain level of skill or training.

## **ITEM 2. MATERIAL CHANGES**

GRCP is a newly formed adviser and has not yet commenced operations.

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## ITEM 4. ADVISORY BUSINESS

**This brochure has been prepared on the basis of the way GRCP expects to conduct its investment advisory operations once such operations commence.**

### *General Description of GRCP*

Grass River Holdings, LP (“GRH” and, together with its affiliated entities, “Grass River” or the “Firm”) was formed to be an integrated commercial real estate (“CRE”) investment and services firm with activities across CRE debt and equity sectors. GRH is the parent company of GRCP. GRCP is a Delaware limited liability company and a registered investment adviser that was founded in October 2016 and is wholly owned by Toby Cobb, Justin Kennedy and Jonathan Roth, each of whom is also a Managing Partner of GRCP.

The Firm comprises the following businesses, among others: investment and risk management, capital markets, asset management and servicing. Each of these business areas is part of GRCP’s vertically integrated platform (*i.e.*, each business area contributes in a fundamental way to the analysis, origination or management of client investments) and its investment strategy. For more information regarding these businesses, please refer to Item 10 below.

In addition to its main office in Miami, Florida, GRCP provides investment management services from offices in New York, New York and greater Los Angeles, California.

### *Description of Advisory Services*

GRCP provides investment advisory services to (1) a privately offered pooled investment vehicle (the “Fund”) and (2) a separately managed account (the “SMA”) (the Fund and the SMA are each a “Client” and are referred to collectively herein as the “Clients”). Grass River Credit GP I LLC (the “General Partner”) is the general partner to the Fund. As applicable, references to GRCP herein shall include the General Partner. GRCP also provides CRE-related advisory services to other clients regarding singular, one-off, opportunistic transactions.

GRCP intends to form on behalf of the Fund (and perhaps other Clients) one or more subsidiaries that are taxable as “real estate investment trusts” (or “REITs”) within the meaning of Section 856(a) of the Internal Revenue Code of 1986 (the “Code”) (each, a “Subsidiary REIT”), in which the Fund owns all the common equity. Such a Subsidiary REIT is formed to hold certain of the Fund’s investments, principally mortgage loans originated or acquired to be held for investment.

GRCP provides advisory services to its Clients principally regarding debt and, on a more limited basis, equity investments, including mortgages, structured finance products and other investment opportunities related to CRE.

GRCP anticipates the formation of additional fund clients that invest primarily in various CRE debt strategies as market conditions evolve. Also, GRCP may accept additional separately managed account clients. All GRCP strategies will emphasize the vertically integrated approach facilitated by the platform infrastructure.

GRCP does not participate in wrap fee programs and does not manage wrap fee accounts.

### *Co-Investments*

The General Partner or its affiliates may, in their sole discretion, provide co-investment opportunities to one or more strategic and relationship co-investors, as well as certain limited partners in the fund (the “Limited Partners” and, together with the General Partner, the “Partners”), or others. Strategic and relationship co-investors will be determined by the General Partner in its sole discretion, which may include Limited Partners and/or third parties, and will be persons that provide, or are expected to provide, strategic benefits in connection with sourcing or consummating the investment opportunity or following consummation of the investment, such as operational or similar strategic benefits, committed financing or lending support, certainty or expediency of closing, support in diligence or industry expertise, benefits to the investment in terms of regulatory or tax profile, or otherwise. Co-investment opportunities will be offered on a deal-by-deal basis, to the extent available and appropriate, but the General Partner will be under no obligation to offer any such opportunity to any Limited Partner or other potential strategic and relationship co-investor.

Co-investments may be offered by the General Partner or its affiliates to the extent that (1) the size of a particular investment opportunity exceeds the aggregate desired allocation to the Clients and (2) there is adequate interest of prospective investors, including strategic and relationship co-investors. Grass River, the General Partner, or any of their respective affiliates may make an investment, or otherwise participate, in any co-investment entity.

### *Availability of Tailored Services*

GRCP manages the Fund in accordance with the investment objectives outlined in the Fund’s private placement memorandum and governing documents. Investment advice is provided directly to the Fund and not to individual fund investors. GRCP manages the SMA in accordance with an investment management agreement that includes negotiated guidelines and restrictions regarding investments and other investment criteria. Separately managed accounts thus can be tailored to meet specific investor preferences including, *e.g.*, (1) investment type (senior secured or mezzanine loans), (2) portfolio diversification (loan size, property type and geographic location), and (3) loan maturity (minimum and maximum terms). Services regarding singular, one-off, opportunistic transactions also are tailored to meet specific investor preferences.

### *Client Assets Under Management*

As of the date of filing, GRCP had no discretionary or non-discretionary assets under management.

## ITEM 5. FEES AND COMPENSATION

### *Fee Schedule*

GRCP's fee schedule is omitted because this brochure is being delivered only to qualified purchasers, as defined in section 2(a)(51)(A) of the Investment Company Act of 1940 (the "Investment Company Act").

GRCP will deduct management fees ("Management Fees") from the Fund's assets, typically in advance, on a monthly or quarterly basis. Due to limitations on withdrawals, Management Fees will in almost all cases have been earned at the time of withdrawal. In the unusual situation in which such fees have not been earned at the time of withdrawal, GRCP will refund *pro rata* the portion of the unearned Management Fee, minus reasonable expenses. GRCP or the General Partner also may receive performance-based compensation or carried interest ("Incentive Distributions").

Generally, such fees are not negotiable; however, in certain cases, GRCP or the General Partner, as applicable, may waive or reduce Management Fees and performance-based compensation or Incentive Distributions for certain investors, including employees and affiliates.

The terms for payment of fees and expenses regarding any separately managed account client or any singular, one-off, opportunistic transaction are negotiated on an account-by-account basis and set forth in the applicable investment management agreement or other similar agreement.

### *Side Letters*

The General Partner may enter into one or more side letters or similar written agreements with one or more Limited Partners. Each such agreement may establish rights under, or alter or supplement the terms (including the economic terms) of, the Fund's partnership agreement, but may not impose any additional obligations or liabilities on any other Limited Partner not party to such agreement. Any such terms may be more favorable than those offered to any other Limited Partners. The General Partner may, in its discretion, *e.g.*, agree in such "side letters" or similar agreements to waive or reduce its Management Fee or Incentive Distributions, include rights or terms necessary in light of particular legal regulatory or public policy characteristics of a Limited Partner or provide enhanced reporting or transparency. Such "side letters" or similar agreements will not, however, combine preferential information rights with preferential redemption rights to the detriment of other investors. "Side letters" or similar agreements generally are disclosed only to Limited Partners that have separately negotiated with GRCP for the right to review such "side letters" or similar agreements.

### *Additional Fees and Expenses*

In addition to the Management Fees and Incentive Distributions described above, a fund client will pay additional fees and expenses, such as those included in the following non-exhaustive list regarding the Fund.

The Fund will bear all legal and other organizational expenses (the "Organizational Expenses") incurred in connection with the formation of the Fund, the General Partner, any parallel funds

and feeder funds, and the admission of Partners to the Fund and investors to any parallel funds or feeder funds, including travel, legal, accounting, filing and all other expenses incurred in connection with the offer and sale of interests in the Fund and such parallel funds and feeder funds; *provided*, that any Organizational Expenses in excess of \$2.5 million shall be paid by the General Partner.

The Fund will pay or, to the extent expenses are paid by the General Partner or the Manager or their respective affiliates, reimburse the General Partner or the Manager or their respective affiliates, as applicable, for all of the expenses attributable to the activities of the Fund, including, without limitation: (1) Organizational Expenses (as described above); (2) all expenses incurred in connection with the investigation, evaluation, sourcing, structuring, organization, acquisition, consummation, ownership, maintenance, monitoring, carrying, management or disposition of investments (whether or not consummated) and follow-on investments, including, without limitation, the costs and expenses of outside legal counsel, tax advisors, brokers, asset managers, servicers, experts, environmental consultants, work out specialists, travel-related expenses (both private and commercial), any broken/dead deal expenses, due diligence expenses and similar costs of GRCP and its employees and agents; (3) all broker's commissions, clearance charges and other normal charges, costs and expenses incidental to the purchase, sale or other disposition of the investments; (4) expenses incurred in connection with the preparation and distribution of the Fund's financial statements, tax returns and periodic reports; (5) professional fees and expenses; (6) placement agent fees and expenses related to any Subsidiary REITs; (7) all expenses of the transfer, receipt, safekeeping, servicing and accounting for the investments, cash and other property, including all charges of depositories, custodians, asset managers, servicers, title companies and other agents, if any; (8) all charges for services and expenses of the Fund's outside legal counsel, outside tax advisors and independent auditors; (9) any and all expenses (including legal fees and expenses of outside counsel) incurred to comply with any law, rule or regulation related to the activities of the Fund (including regulatory and compliance expenses of the Fund and GRCP, including Form PF filings); (10) such nonrecurring expenses as may arise, including the costs of actions, suits or proceedings to which the Fund is a related party and the expenses that the Fund may incur as a result of its legal obligation to provide indemnification pursuant to the Partnership Agreement or the Management Agreement or any other contract; (11) taxes and governmental fees payable by the Fund or its subsidiaries; (12) insurance (including general liability and errors or omissions insurance in respect of the General Partner, the Manager or their respective affiliates and related entities); (13) out-of-pocket expenses incurred in connection with financings, including, but not limited to, subscription secured credit facilities, warehouse credit facilities, securitization transactions and other permanent financings; (14) expenses incurred in connection with the winding up or liquidation of the Fund; (15) the Management Fee; (16) costs and expenses associated with any hedging activities; and (17) expenses associated with any advisory committee to a fund client and meetings of the partners, as well as other costs and expenses specified in the applicable partnership agreement. The foregoing costs and expenses are referred to herein as "Operating Expenses."

To the extent any Operating Expenses are incurred or paid by the Manager or the General Partner or their respective affiliates, such Operating Expenses will be reimbursed by the Fund, and the General Partner will have the right to make capital calls in order to obtain such reimbursements.

The General Partner and the Manager will bear their own “overhead” expenses associated with the Fund’s activities (including compensation of officers and employees of the General Partner and the Manager and their respective affiliates and general office overhead), subject to the investment level fees referenced above.

Expenses related to consummated transactions are generally shared *pro rata* by all investment funds participating in the transaction, including co-investment vehicles or funds. Potential co-investors who invest alongside the Fund share broken/dead deal expenses only if the particular co-investor has a contractual obligation to co-invest in the particular transaction and/or bear such expenses regarding the specific investment. Therefore, the Fund, and not a potential co-investor, typically bears these expenses.

#### *Other Compensation GRCP’s Affiliates Receive in Connection With the Loans*

GRCP’s strategy involving, *e.g.*, loan origination and pool financing activities, requires that certain asset-level processes be performed. GRCP believes that its affiliates perform these processes in a manner that is of higher quality and reliability, as well as more timely, than services generally available from third-party service providers. It is GRCP’s intent to contract with affiliates to perform certain required asset-level processes upon terms similar to those available from third-party providers. From time to time, however, GRCP may conclude that a third party may provide such service in a superior or more efficient manner and contract such with such third-party provider.

As described further below, GRCP’s affiliates may receive loan origination fees and other transaction fees. GRCP’s affiliates also charge fees in connection with the management and servicing of certain portions of the loans that each Client owns.

Services provided and fees charged by affiliates present a conflict of interest. For example, GRCP would have an incentive to favor the engagement of these affiliates over third-party service providers because such engagement would generate fees for these affiliates, which would benefit. Theoretically, the Fund could utilize these affiliates even if they demonstrated poor performance or an inability to provide the services for which they had been retained.

There is also the potential incentive for GRCP to pursue unsuitable or unnecessary investments on behalf of the Fund in order to generate these origination and servicing fees for their affiliates. In addition, conflicts could arise if any such affiliate breaches its servicing agreement, or otherwise fails to perform its responsibilities adequately, resulting in harm or damages to the Fund. In such circumstances with third-party servicers, the Fund would be free to seek such recourses as are appropriate, up to and including litigation. In this case, though, because of the affiliation, the Fund would have a potential conflict in determining what action to take against such affiliate. The General Partner and the Manager will seek to resolve all such conflicts using their best judgment considering all factors they deem relevant, including the best interests of the Fund.

All fees charged by affiliates of GRCP will be consistent with those charged to other funds or at rates for similar services charged by third parties to perform these services for other funds. For any fee contract/arrangement between the Fund and an affiliate of GRCP that differs materially



from the terms outlined above, GRCP shall seek approval of the relevant investor advisory board. The investor advisory board also will have the ability to reasonably amend any fee arrangement that is materially different from market terms.

To the extent that GRCP or its affiliate performs all or a portion of the services listed above, the costs of such services will be reimbursed by the Fund. To the extent that a third party performs such services and GRCP incurs all or a portion of the corresponding expenses listed above, such expenses will be reimbursed by the Fund.

For example, the Fund will pay GRCP's affiliated service providers:

- Direct up-front fees, which are generally expected to be reimbursed to the Fund over time through the interest rate spread regarding the relevant loan
  - Direct loan origination fee—regarding loans directly arranged through our Capital Markets group through its network of sources
  - Bank arranged loan origination fee—regarding loans originations arranged through one of our bank relationships
  - Loan underwriting and due diligence fees—regarding loan due diligence and underwriting on CMBS B-Pieces acquired from banks. Special situations acquisition due diligence fee—regarding loan due diligence and underwriting related to special situation lending (*e.g.*, CMBS B-Pieces)
  - CMBS B-Piece securitization fee—regarding capital markets, structuring and modeling services required when properly due diligencing a B-Piece acquisition
  - A “special situation” diligence fee paid for due diligence and underwriting related to acquisitions of CRE loans that are not Target Loans (as defined below)
- Permanent financing securitization fee paid for capital markets structuring and modeling activities in connection with structuring and marketing any securitization financing
- Loan servicing fees (loan servicing arrangements (at market fee rate) are required both under the interim and permanent financing indentures and by the rating agencies), which are deducted from the interest rate spread regarding the relevant loan and will not be reimbursed
  - Primary loan servicing fee—regarding loan surveillance, borrower communications and reporting; paid by the Fund only until interim or permanent financing is in place and thereafter paid through the financing waterfall
  - Special servicing loan fee—regarding working out defaulted loans

### *Third-Party Fees/Expenses*

The Fund will pay third parties the following fees and expenses, among others:

- Bank arranged loan sourcing fee—a percentage of the loan balance paid to banks for loans sourced through the “arranger bank” process

- Securitization fees/expenses— a percentage of the pool balance for underwriting, placement, rating agencies, legal and other costs
- Broken/dead deal expenses—third-party loan origination expenses (*e.g.*, appraisal, environmental, property condition, legal, etc.) are generally paid from up-front deposits funded by the borrower; however, in certain instances of broken/dead deals, the Fund may bear some of these costs
- Fees for loan administration and cash management

The payment of any of the fees described above will not cause a reduction of the Management Fee nor will such fees be taken into account when determining the General Partner's Incentive Distributions.

Detailed information about the types of fees and/or expenses that a Client may pay in connection with the advisory services that GRCP provides is contained in the relevant offering documents and/or investment management agreement or similar agreement, as applicable. In addition, please see Item 12 for a further discussion of the brokerage and other transaction costs.

## **ITEM 6. PERFORMANCE-BASED FEES AND SIDE-BY-SIDE MANAGEMENT**

Clients generally pay both a Management Fee and Incentive Distributions, although some Clients (or investors) may pay reduced or no Management Fee or Incentive Distributions. Managing assets for different Clients with different fee structures, including the side-by-side management of a Client that pays performance-based compensation and one that does not, can create a conflict of interest for GRCP. Such an arrangement creates an incentive for GRCP to favor accounts with the most profitable performance-based compensation structure. Further, such arrangements give rise to potential conflicts of interest including with respect to:

- The allocation of investment opportunities; and
- Transactions among Clients (*i.e.*, cross trades).

Consequently, when trading on behalf of multiple Clients with differing performance-based fees, GRCP endeavors to allocate investment opportunities among Clients in a fair and equitable manner so that over time no Client is systematically disadvantaged. GRCP's trade allocation for any given Client may vary based on, among other things, differences in Clients' investment objectives, capital constraints and any scheduled increase or decrease of any particular Client's assets under management. GRCP has adopted policies and procedures governing the identification, assessment and monitoring of conflicts of interest and policies and procedures to address the allocation of investment opportunities. In addition, members of GRCP's senior management will routinely consult with one another for the purpose of identifying conflicts and assessing the fairness of investment allocation.

## ITEM 7. TYPES OF CLIENTS

GRCP offers investment advisory services to funds, separately managed accounts and other types of clients (*e.g.*, institutions, family offices, high net worth individuals, etc.).

With limited exceptions where permitted by applicable law, GRCP requires that the investors in the funds it advises be “qualified purchasers” as that term is defined in Section 2(a)(51) of the Investment Company Act (with the exception of certain GRCP personnel who qualify as “knowledgeable employees” under Rule 3(c)-5 of the Investment Company Act).

GRCP also generally requires, with some exceptions that may be granted at the sole discretion of the General Partner, (1) each underlying investor in the Fund to invest a minimum of \$10,000,000 and (2) each separately managed account to invest a minimum of \$25,000,000.

## ITEM 8. METHODS OF ANALYSIS, INVESTMENT STRATEGIES AND RISK OF LOSS

### *Methods of Analysis*

As noted in Item 4, the Grass River entities comprise a number of business areas, several of which contribute in a fundamental way to GRCP’s investment analysis and vertically integrated CRE strategy. The CRE strategy focuses primarily on CRE mortgage lending and special opportunities in CRE debt and equity securities. Being “vertically integrated” means that Grass River will control all aspects of the life cycle of the CRE loans and other investments, including with respect to sourcing capabilities, the investment process, asset management, relationship servicing, hedging and financing/securitization. For more information regarding these business areas, please refer to Item 10.

Below are brief summaries of certain of the primary elements of the investment analysis and lending process:

- Potential Debt Investment. With guidance from GRCP’s investment committee (“IC”), the originations team sources potential investments and pre-screens to determine suitability based on the Client’s applicable investment parameters.
- Underwriting/Credit/Due Diligence. Transactional level due diligence is performed on each asset, including a physical site inspection, cash flow analysis and validation, third party analysis, and a legal/regulatory review.
- Structuring and Negotiation. The deal team will coordinate with the investment team to vet the potential origination opportunity to understand the risks particular to the transaction and determine if those risks can be properly structured and priced to generate attractive risk-adjusted returns consistent with the Client’s goals. If the potential borrower accepts the proposed terms, the deal team will then present the transaction to the IC.
- Risk Assessment. Central to the credit and underwriting process is evaluating and assessing macro, micro and idiosyncratic risk particular to each transaction. Each

transaction is vetted to understand the risks involved and determine if those risks are properly structured and priced.

Investment Committee Process. The IC meets regularly to review potential transactions and provides final funding approval for all loans and major investment decisions. Each potential origination opportunity must be submitted to the IC for formal review and approval.

- Financing. The appropriate interim financing step is determined for each loan investment. Warehouse lenders are selected strategically, and the terms and conditions of each warehouse line are negotiated. Additionally, GRCP approves each loan that is purchased and repurchased on the warehouse lines. Once a pool of Target Loans (as defined below) of sufficient size and diversity is accumulated, GRCP expects to refinance with permanent financing.
- Securitization. Where applicable, pool composition is established at the onset of loan origination and adjusted throughout the process in order to optimize execution from a diversification, subordination and pricing standpoint.
- Risk and Asset Management and Servicing. Once a loan has been securitized and moves into risk and asset management, ongoing monitoring and review of each loan is performed. The investment and servicing teams will maintain ongoing monitoring and servicing, as needed.

### *Investment Strategies*

GRCP's strategies involve (1) accessing the expertise of its affiliates in an integrated investment approach to CRE investing and (2) leveraging the cross-sector capabilities of the Grass River platform to achieve superior risk adjusted long-term returns relative to other CRE strategies (*e.g.*, those based on programmatic concepts and/or outsourcing basic tasks to third-party service providers). This integrated approach includes the sourcing of new CRE investment opportunities in commercial mortgage lending and the management of such investments through their full life cycles.

Within CRE investing, GRCP pursues two distinct strategies:

- CRE Target Loans (as defined below); and
- Special situation opportunities.

Further, as part of its investment strategies and as noted under Item 4, GRCP expects to establish one or more Subsidiary REITs to hold certain Client portfolio investments, principally mortgage loans originated or acquired to be held for investment. Additionally, such a Subsidiary REIT may permit the issuance of non-REMIC, "permanent," securitized leverage structures.

Basic to both strategies is the integrated platform described above that provides for hands-on sourcing, diligence, asset management, loan servicing and resolution/workout process. Basic to the CRE Target Loans strategy (as defined and described below) is the securitized leverage structure which is expected to enhance the impact of the integrated platform *vis a vis*:

- Asset level control of asset management;

- Workout situations; and
- Flexibility.

### CRE Target Loans

The CRE lending strategy targets origination of and investment in, first-lien 10-year CRE loans within certain parameters (the “Target Loans”) in “permanent” securitized leverage structures. As an investor, the Client acts as a “spread lender,” collecting the interest income on its loan assets less the interest expense of its “perfect matched term” liabilities.

The strategy also contemplates financing originated loans during the pool aggregation period (prior to funding through, *e.g.*, a “permanent” securitized leverage structure or other long-term secured financing (“Permanent Financing”)) in an interim “warehouse” financing facility. Permanent Financing includes long-term, secured financing effected through (1) the issuance of matched-term securitized liabilities, (2) the sale of pass-through certificates issued by a “real estate mortgage investment conduit” (a “REMIC”) and secured by a pool of CRE loans, 20% or more of the value of which was contributed by the Fund to the REMIC (“Related REMIC Securities”) or (3) other long-term secured financing.

Additionally, GRCP may invest on behalf of its Clients in: (1) CRE loans that vary materially from one or more of the characteristics of Target Loans; (2) B-Notes relative to CRE loans; (3) so-called “B-pieces,” representing the most subordinated interests in securitization transactions comprising CRE loans; and (4) preferred equity interests in, or mezzanine loans related to, CRE loans.

### Special Situation Opportunities.

This strategy involves the investment, from time to time, in “one-off” or “bespoke” opportunities that may arise in CRE debt markets based on timing, liquidity or other “special situation” factors. These types of transactions may include:

- Opportunistic CMBS B-Pieces;
- Pre-2008 crisis vintage CMBS and vintage CMBS that became “orphaned assets” post-implementation of the Dodd-Frank Wall Street Reform and Consumer Protection Act;
- Distressed debt situations; and
- Mezzanine/Rescue/Preferred Equity situations generally in conjunction with first lien debt opportunities.

### *Risks of Loss*

All investments involve the risk of a partial or full loss of capital that Clients should be prepared to bear.

### General Risks Related to CRE and CRE-Related Investments.

The value of CRE and CRE-related investments fluctuates depending on many factors, including conditions in the general economy and the CRE business. Below are a number of risk factors that could impact the value of such investments.

General risk factors that affect the value of such investments are many and include, among other things:

- Operating cash flow decline/interruption, which can arise from numerous events including, but not limited to:
  - Failure/insolvency of tenant businesses;
  - Failure to renew tenants at lease expiration based on competitive supply;
  - Failure to renew tenants/declining rents due to inferior/obsolete location, design, etc.;
  - Declining rents due to competition from properties in the local/regional markets;
  - Declining rents due to over-supply of space in local/regional markets;
  - Declining rents/space demand due to contracting local/regional economy;
  - Declining rents/space demand due to secular paradigm shift (*i.e.*, internet retail);
  - Declining rents/space demand due to sponsor failure to optimally invest in capital items;
  - Declining operating margins due to rising operating expenses, taxes and/or declining recoveries; or
  - Changes in government regulations (zoning, environmental, etc.) that restrict uses.
- Property value decline due to (in addition to any of the above listed factors or others):
  - Declining national economic conditions or condition of financial markets;
  - Rising interest rates and/or rising relative investment returns;
  - Rising risk premiums/credit spreads in CRE debt markets;
  - Falling liquidity/availability of financing in CRE debt markets;
  - Negative changes in market rental and occupancy rates;
  - Unfavorable perceptions of prospective tenants of the safety, convenience and attractiveness of the properties; or
  - The inability of the owners to provide adequate management, maintenance and insurance;
- Lack of available financing or refinancing on acceptable terms and liquidity risk at maturity due to (in addition to any of the above listed factors or others):
  - Declining credit quality/poor sales of tenants;
  - Rent roll risks of tenant lease expirations;
  - Decline in marketability of the property due to inferior/obsolete location, design, etc.;
  - High operating costs or capital costs to attract tenants; or

- Deteriorating borrower/sponsor creditworthiness due to, *e.g.*, declining net worth, liquidity, credit; insolvency; litigation; regulatory action; fraud or felony, etc;
- Other property risks related to casualty, environmental, government issues or economic obsolescence which include, but are not limited to:
  - Property condition (criminal activity, insect infestation, etc.)
  - Acts of God (*e.g.*, earthquake, hurricane, etc.), terrorist attacks, social unrest and civil disturbances;
  - Uninsured casualty risk/business interruption/non-insurability (TRIA);
  - Zoning change, land use restrictions (*e.g.*, roadway access, bike lane, etc.);
  - Regulatory change;
  - Eminent domain;
  - Economic obsolescence;
  - Energy supply shortages;
  - Secular technology change/demand shift (internet retail, driverless car); or
  - Sponsor/borrower/tenant fraud;
- National/global CRE market risks which include, but are not limited to:
  - Deterioration in debt market conditions generally (*e.g.*, decreasing broad debt markets liquidity, increasing credit market spreads and decreasing equity market earnings multiples);
  - Deterioration in CRE capital markets generally (*e.g.*, decreasing CRE debt markets liquidity, increasing CRE debt spreads, decreasing REIT equity multiples, increasing cap rates, etc.);
  - Declining cash flow at properties underlying GRCP loans;
  - Declining market value of properties underlying GRCP loans;
  - Declining market value of GRCP loans (“spread-lock” and warehouse assets only);
  - Reduced future availability of CRE debt capital resulting in reduced ability to refinance GRCP loans at maturity;
  - Declining national and/or global economic environment and resulting declines in CRE rental demand and rental rates; or
  - Rising interest rates and/or credit spreads may trigger increasing cap rates and/or market yields for CRE debt instruments;
- Market risks regarding the GRCP strategies and/or financing structures include, but are not limited to:
  - Rising interest rates which lead to:
    - A decline in market value of GRCP loans “rate-locked” and on warehouse line causing need for additional warehouse margin;
    - A decline in market value of GRCP loan assets after CMBS financing;
    - Increased cost of warehouse and/or CMBS financing erodes GRCP yield and return;

- Rising short-term rates or flattening curve environment that erodes GRCP yield during warehouse period;
  - Sharp rise in interest rates near maturity causing refinancing risk; or
  - Difficulty in hedging interest rate risk;
- Borrower/Sponsor risks regarding the GRCP strategies include, but are not limited to:
    - Loss of financial ability to invest in the property;
    - Insolvency or bankruptcy of the borrower or the sponsor;
    - Deterioration of sponsor financial health that, as noted above, impacts refinancing;
    - Incompetence/poor management of sponsor;
    - Fraud, waste or environmental issues;
  - Weakened creditor rights;
  - U.S. tax risks;
  - The cost of complying with the Americans with Disabilities Act; and
  - Other factors beyond the control of GRCP.

As noted above, a variety of economic and other factors may adversely affect a tenant's ability to meet its obligations which may impact the borrower's ability to meet its obligations. In the event of a default by a tenant, a Client may incur substantial costs associated in protecting its investments.

Some particular risk factors and risk factors related to REITs are described below in greater detail.

#### General Credit Risks of Loan Origination on CRE Properties.

Loans on CRE properties generally lack standardized terms, which may complicate their structure and increase due diligence costs. CRE properties tend to be unique and are more difficult to value than residential properties. CRE loans also tend to have shorter maturities than residential mortgage loans and are generally not fully amortizing, which means that they may have a significant principal balance or "balloon" payment due on maturity. Loans with a balloon payment involve a greater risk to a lender than fully amortizing loans because the ability of a borrower to make a balloon payment typically will depend upon its ability either to fully refinance the loan or to sell the collateral property at a price sufficient to permit the borrower to make the balloon payment. The ability of a borrower to effect a refinancing or sale will be affected by a number of factors, including the value of the property, the level of available mortgage rates at the time of sale or refinancing, the borrower's equity in the property, the financial condition and operating history of the property and the borrower, tax laws, prevailing economic conditions and the availability of credit for loans secured by the specific type of property.

While CRE loans originated or acquired by a Client are intended to be over-collateralized, the Client may be exposed to losses resulting from default and foreclosure. Therefore, the value of the underlying collateral, the creditworthiness of the borrower and the priority of the lien are



each of great importance. GRCP cannot guarantee the adequacy of the protection of the Client's interests, including the validity or enforceability of the loan and the maintenance of the anticipated priority and perfection of the applicable security interests. Furthermore, GRCP cannot assure that claims may not be asserted that might interfere with enforcement of the Client's rights. In the event of a foreclosure, the Client may assume direct ownership of the underlying asset. The liquidation proceeds upon a sale of such asset may not satisfy the entire outstanding balance of principal and interest on the loan, resulting in a loss to the Client. Any costs or delays involved in the effectuation of a foreclosure of the loan or a liquidation of the underlying collateral will further reduce the proceeds and thus increase the loss.

#### Cyclicality.

Investing in CRE-related instruments is subject to cyclicality and other uncertainties. The cyclicality and leverage associated with CRE-related investments have historically resulted in periods, including significant periods, of adverse performance, including performance that may be materially more adverse than the performance associated with other investments.

#### Risks Associated with CMBS.

Investing in commercial mortgage-backed securities involves the general risks typically associated with investing in traditional fixed-income securities (including interest rate and credit risk) and certain additional risks and special considerations, including the risk of principal prepayment and defaults, as well as the risks of investing in commercial real estate as described above. CMBS generally are not guaranteed or insured by any governmental agency or instrumentality or any other person.

*CMBS and Prepayment Risk.* CMBS generally provide for the payment of interest and principal on a monthly basis, and it is possible that principal may be prepaid at any time due to, among other reasons, prepayments on the underlying mortgage loans or other assets. The rate of prepayments on underlying mortgages affects the price and volatility of CMBS and may have the effect of shortening or extending the effective maturity beyond what was anticipated. Further, different types of CMBS are subject to varying degrees of prepayment risk. Prepayment risk is mitigated regarding the 10-year fixed rate strategy because it involves loans that are defeasance loans. Regarding the opportunistic strategy, prepayment risk also is mitigated because of pre-negotiated yield maintenance provisions designed to secure a minimum yield on the loan.

*Risks Associated with Mezzanine Loans, B-Notes and Preferred Equity Interests.* GRCP may invest on behalf of a Client in mezzanine loans, B-Notes and preferred equity interests, each of which is subordinated or otherwise junior in an issuer's capital structure and involves privately negotiated structures. To the extent a Client invests in subordinated debt or mezzanine tranches of an entity's capital structure or preferred equity interests, such investments and the remedies with respect thereto, including the ability to foreclose on any collateral securing such investments, will be subject to the rights of holders of more senior tranches in the issuer's capital structure and, to the extent applicable, contractual intercreditor and/or participation agreement provisions, which will expose the Client to greater risk of loss.

As the terms of such loans and investments are subject to contractual relationships among lenders, co-lending agents and others, they can vary significantly in their structural characteristics and other risks. For example, the rights of holders of B-Notes to control the process following a borrower default may vary from transaction to transaction. Further, B-Notes typically are secured by a single property and accordingly reflect the risks associated with significant concentration. Like B-Notes, mezzanine loans are by their nature structurally subordinated to more senior property-level financings. If a borrower defaults on a mezzanine loan or on debt senior to such loan, or if the borrower is in bankruptcy, the mezzanine loan will be satisfied only after the property-level debt and other senior debt is paid in full. As a result, a partial loss in the value of the underlying collateral can result in a total loss of the value of the mezzanine loan. In addition, even if a Client is able to foreclose on the underlying collateral following a default on a mezzanine loan, it would be substituted for the defaulting borrower and, to the extent income generated on the underlying property is insufficient to meet outstanding debt obligations on the property, a Client may need to commit substantial additional capital and/or deliver a replacement guarantee by a creditworthy entity, which could include the Client, to stabilize the property and prevent additional defaults to lenders with existing liens on the property.

*Risks Associated With “B-pieces.”* GRCP may invest on behalf of a Client in, or, in the event a Client finances its assets through securitizations, the Client may retain, so-called “B-pieces,” representing the most subordinated tranches issued by a CMBS or other securitization. Although CMBS generally have the benefit of first ranking security (or other exclusive priority rights) over any collateral, the timing and manner of the disposition of such collateral will be controlled by the related servicers and, in certain cases, may be controlled by or subject to consultation rights of holders of more senior classes of securities outstanding or by an operating advisor appointed to protect the interests of such senior classes. Proceeds of any sale of collateral or other realization on collateral may not be adequate to repay the Client’s investment in full, or at all. In addition, “B-pieces” generally receive principal distributions only after more senior classes of CMBS have been paid in full, and receive interest distributions only after the interest distributions then due to more senior classes have been paid. As a result, investors in “B-pieces” will generally bear the effects of losses and shortfalls on the underlying CRE loans and unreimbursed expenses of the CMBS issuer before the holders of other classes of CMBS with a higher payment priority, with the concomitant potential for a higher risk of loss for such “B-pieces.” In addition, the prioritization of payments of principal to senior classes may cause the repayment of principal of such “B-pieces” to be delayed and/or reduced. Generally, all principal payments received on the mortgage loans will be first allocated to more senior classes of CMBS, in each case, until their respective principal balances are reduced to zero, before principal is allocated to the “B-pieces” of CMBS. Therefore, “B-pieces” may not receive any principal for a substantial period of time. In addition, generally “B-pieces” will be subject to the allocation of “appraisal reductions” which will restrict their ability to receive any advances of interest that might otherwise be made by the related servicer.

Generally, a shortfall in payment to investors in “B-pieces” of CMBS will not result in a default being declared or the restructuring or unwinding of the transaction. To the extent that “B-pieces” represent a small percentage of the CMBS issued in relation to the underlying collateral, a small loss in the value of such collateral may result in a substantial loss for the holders of such “B-pieces” and may impact the performance of a Client.

### Risks Related to the Real Estate Sectors in Which a Client May Invest.

The Manager anticipates that Clients will originate and acquire CRE loans and other CRE debt investments secured by properties primarily in the office, retail, industrial, multifamily and hospitality real estate sectors. In addition to the general real estate risks described above, these sectors are subject to the following additional risks, which may impair a borrower's ability to make payments on a CRE loan:

*Office Properties.* Office properties may require their owners to invest significant cash to pay for general capital improvements, tenant improvements and costs of re-leasing space. Office properties may become obsolete and non-competitive if they are not equipped to accommodate the current needs of businesses. Also, the cost of refitting office space for a new tenant is often higher than the cost of refitting other types of properties for new tenants.

*Retail Properties.* Retail properties are affected by the health of the retail industry. A particular retail property may be adversely affected by the bankruptcy or decline in popularity of an anchor, shadow anchor (*i.e.*, an anchor at a nearby shopping center that attracts customers to another retail property) or major tenant, a shift in customer demand due to demographic changes (including, for example, population changes, changes in average age or changes in income) and/or changes in customer preference. The failure of an anchor, shadow anchor or major tenant to renew its lease, the termination of an anchor, shadow anchor or major tenant's lease, the economic decline of an anchor, shadow anchor or major tenant, or the end of the business of an anchor, shadow anchor or major tenant at a particular location or all locations, notwithstanding that such tenant may continue paying rent, may have a particularly negative impact on the performance of a shopping center given the importance of anchors, shadow anchors and other major tenants in attracting traffic to the shopping center as a whole. Also, depending on the applicable leases, the failure of one or more major tenants to continue operating from the retail property may entitle other tenants to rent reductions or to terminate their leases. In addition, replacing anchor tenants may require significant time and capital expenditures in order to re-develop or re-configure space.

*Industrial Properties.* Significant factors determining the value of industrial properties include: (1) the quality of tenants; (2) building design and adaptability; and (3) location (*e.g.*, proximity to supply sources and customers and accessibility to distribution channels). The concern about the quality of tenants is magnified as a result of the fact that industrial properties may often be dependent on a single tenant. Properties used for industrial purposes may also create more environmental risks than other types of properties. Many industrial properties may require special construction accommodations, as a result of which the property may not be easily adapted to other uses.

*Multifamily Properties.* The multifamily market is, in general, characterized by low barriers to entry. Thus, a particular apartment or condominium/townhome market with historically low vacancies could experience substantial new construction and a resultant oversupply of units in a relatively short period of time. Since multifamily units are typically leased on a short-term basis, tenants can easily move to properties with more desirable amenities or locations. A large number of factors may adversely affect the value and successful operation of a multifamily property. These risks include, among others: (1) the types of services and amenities the property

provides; (2) the property's reputation; (3) mortgage interest rates (which, if relatively low, may encourage tenants to purchase rather than lease); (4) the tenant mix, such as the tenant population being predominantly students or being heavily dependent on workers from a particular business; (5) the generally short terms of residential leases and the need for continued re-letting; (6) rent concessions and month-to-month leases, which may impact cash flow at the property; and (7) restrictions on the age of tenants who may reside at the property, thereby limiting the pool of potential tenants.

In addition, multifamily properties may be subject to various tax credit, city, state and U.S. federal housing subsidies, rent stabilization, use restrictions or similar programs. The limitations and restrictions imposed by these programs could result in losses on commercial mortgage loans. In the event the program is cancelled, it could result in less income for the multifamily property. These programs may include rent limitations that could adversely affect the ability of borrowers to increase rents and tenant income restrictions that may reduce the number of eligible tenants (with a resultant reduction in occupancy rates).

*Hospitality Properties.* Hotel properties are affected by a number of factors, including the location of the property, its quality, management ability, amenities, continuing expenditures for modernizing, refurbishing and maintaining the facilities, changes in travel patterns, adverse economic conditions and competing properties. Hotel properties tend to be affected quickly by adverse economic conditions and competition (as a result of the fact that they are generally rented for very short periods of time). The performance of a hotel property affiliated with a franchise depends on the continued existence and financial strength of the franchisor, the franchise's reputation and the duration of the franchise licensing or management agreements. In addition, a hotel's ability to attract customers may depend in large part on its having a liquor license (which may not be transferable). The hotel industry is also generally seasonal, depending in large part on the type and location of a specific property. This seasonality can be expected to cause periodic fluctuations in room and restaurant revenues, occupancy rates, room rates and operating expenses.

#### Investments in Distressed Assets.

While the Manager expects that Clients will focus primarily on performing investments, a Client may also make distressed investments or certain of the Client's investments may become non-performing following the origination or acquisition thereof. Certain investments may include indebtedness related to properties that are highly leveraged, with significant burdens on cash flow and, therefore, involve a high degree of financial risk. During an economic downturn or recession, loans or other debt interests of financially or operationally troubled borrowers or issuers are more likely to go into default than loans or other debt interests of other borrowers or issuers. Loans or other debt interests of financially or operationally troubled issuers are less liquid and more volatile than loans or other debt interests of borrowers or issuers not experiencing such difficulties. Investment in the loans or other debt interests of financially or operationally troubled borrowers or issuers involves a high degree of credit and market risk.

These financial difficulties may never be overcome and may cause borrowers to become subject to bankruptcy or other similar administrative proceedings. There is a possibility that the Client may incur substantial or total losses on its investments and, in certain circumstances, become

subject to certain additional potential liabilities that may exceed the value of its original investment therein. For example, under certain circumstances, a lender that has inappropriately exercised control over the management and policies of a debtor may have its claims subordinated or disallowed or may be found liable for damages suffered by parties as a result of such actions. In any reorganization or liquidation proceeding, the Client may lose its entire investment, may be required to accept cash or securities with a value less than its original investment and/or may be required to accept different terms, including payment over an extended period of time. In addition, under certain circumstances, payments to the Client may be reclaimed if any such payment or distribution is later determined to have been a fraudulent conveyance, preferential payment, or similar transaction under applicable bankruptcy and insolvency laws. Furthermore, bankruptcy laws and similar laws applicable to administrative proceedings may delay the Client's ability to realize on collateral for loan positions held by the Client, may adversely affect the economic terms and priority of such loans through doctrines such as equitable subordination or may result in a restructuring of the debt through principles such as the "cramdown" provisions of the bankruptcy laws.

#### Use of Leverage.

It is expected that the Fund (and possibly other Clients) will utilize significant leverage, which increases the risk of loss. The Manager intends to cause the Fund to use leverage on a secured basis in connection with the origination or acquisition and financing of Target Loans and other investments, in the form and manner determined by the Manager. While leverage presents opportunities for increasing the Fund's total return, it has the effect of potentially increasing losses as well. Accordingly, any event that adversely affects the value of an investment by the Fund would be magnified to the extent the Fund is leveraged. The cumulative effect of the use of leverage by the Fund in a market that moves adversely to the Fund's investments could result in a substantial loss to the Fund, which would be greater than if the Fund was not leveraged. Leverage will increase the exposure of the Fund to adverse economic factors, such as significantly rising interest rates, severe economic downturns or deterioration in the condition of the Fund's investments or their corresponding markets.

The Fund may incur indebtedness under facilities that bear interest at a fixed or floating rate. Economic conditions could result in higher interest rates, which could increase debt service requirements on variable rate debt and could reduce the amount of cash available for various Fund purposes.

The value of the Fund may be negatively impacted in the event there is a breach under indebtedness of the Fund or its investments. As a result of any such breach, or in the event the Fund is not able to refinance indebtedness upon its maturity, the Fund may be forced to sell its investments at times that the Manager would not otherwise elect.

#### Uncertain Exit Strategies.

While loans purchased or originated by the Subsidiary REIT have a stated maturity and/or duration, if GRCP takes possession of the property securing any such loan, GRCP is unable to predict with confidence the timing that an exit strategy for a given property will ultimately be available for a Client. Exit strategies that appear to be viable at certain times during the life cycle

of an investment may be precluded by the time the investment is ready to be realized due to economic, legal, political or other factors.

#### Investments in REITs Generally.

As noted above under Item 4, certain investments made on behalf of Clients may be held by vehicles that qualify as REITS for federal tax purposes. In addition to general risks related to real estate investments and economic and market conditions, investments in the debt or equity securities of a REIT involve other risks, including the failure of a REIT to maintain its qualification as a REIT.

REITs are dependent upon specialized management skills. In order to qualify as a REIT under the Code, REITs are required to pay out at least 90% of their income in the form of dividends and 100% in order to avoid taxation on such income. To the extent that a REIT does not distribute all of its net capital gain or distributes at least 90%, but less than 100%, of its "REIT taxable income," as adjusted, it will be subject to tax on the undistributed amount at regular corporate tax rates. These distribution requirements make REITs particularly reliant on the proper functioning of capital markets.

Qualification as a REIT involves the application of highly technical and complex provisions in the Code for which only limited judicial and administrative authorities exist. Even a technical or inadvertent violation could jeopardize REIT qualification. A REIT that fails to remain qualified as a REIT is subject to regular U.S. federal corporate income tax (including any applicable alternative minimum tax) on its taxable income at the corporate tax rates, and dividends it pays would not be deductible by it. Net earnings available for distribution or reinvestment would be significantly reduced for each taxable year in which it does not qualify as a REIT under the Code. Such a REIT also may be subject to additional state and local taxes. The results of failure to qualify as a REIT could reduce substantially the amount of cash available for investment or distribution to the shareholders and have other negative consequences, including the assessment of tax penalties.

#### Leverage Associated with REITs and Securitizations.

Debt levels associated with REITs are high, reduce a REIT's capacity to make distributions and may expose a REIT to the risk of default under its debt obligations.

Under current market conditions, the Manager intends to cause the Fund to utilize warehouse credit facilities to finance a portion of the origination and acquisition of Target Loans until a sufficient quantity of Target Loans has been accumulated. Once a pool of Target Loans of sufficient size and diversity is accumulated, the Manager expects to refinance with Permanent Financing. There can be no assurance that the Fund will be able to complete the type of Permanent Financing anticipated through the use of one or more Subsidiary REITs, and the Fund reserves the right to utilize other types of Permanent Financing.

It is expected that the Fund's issuance of securitized liabilities will involve creating a special purpose vehicle, contributing the applicable pool of Target Loans to the entity, and selling bonds issued by the entity on a non-recourse basis to purchasers (whom the Manager would expect to be willing to accept a lower interest rate to invest in investment-grade loan pools). The Fund

expects to retain the equity in the entity owning the securitized pool of portfolio investments (and, pursuant to the Risk Retention Requirements of the Dodd-Frank Act, the Fund will be required to retain at least 5.0% of the fair market value of the securities issued in the transactions). In connection with this strategy, the Fund will be subject to the risk that it will not be able to originate or acquire, during the period that its warehouse credit facilities are available, a sufficient amount of Target Loans to maximize the efficiency of a Permanent Financing. The Fund also will be subject to the risk that it will not be able to obtain warehouse credit facilities or will not be able to renew any warehouse credit facilities after they expire should the Fund find it necessary to extend the warehouse credit facilities to allow more time to accumulate the necessary Target Loans for a Permanent Financing.

In the event that the Fund completes Permanent Financing in the form of Related REMIC Securities, it is expected that the Fund will contribute the applicable pool of Target Loans to a taxable REIT subsidiary, which will contribute the Target Loans to the REMIC and receive Related REMIC Securities in consideration for such contribution. Any Related REMIC Securities retained by the taxable REIT subsidiary in the sale will be distributed, and held by, the Subsidiary REIT owning such taxable REIT subsidiary. Any CRE loans held in a REMIC in which the Fund holds, through a Subsidiary REIT, Related REMIC Securities that were contributed to the REMIC by a third party, will not be subject to Grass River's complete investment process. If the Fund is considering the acquisition of Related REMIC Securities in connection with a Permanent Financing, Grass River expects to utilize many of the same processes it would employ in connection with the origination of a Target Loan on all or substantially all of the CRE loans contributed to the REMIC by third parties and not by the Fund. As a result, certain processes (such as communication with the borrower) will not be performed on these loans, and Grass River may not perform these processes on all of the loans contributed by third parties.

The Fund may not be able to complete securitization financings on attractive terms or at all, and the inability to consummate securitizations of the Fund's portfolio to finance its investments on a long-term basis could require the Fund to seek other forms of potentially less attractive financing or to liquidate assets at an inopportune time or price, which could adversely affect the Fund's performance. Additionally, the securitization of the Fund's portfolio might magnify its exposure to losses because the equity interest the Fund retains in the issuing entity will be subordinate to the bonds issued to investors and the Fund will, therefore, absorb all of the losses sustained with respect to a securitized pool of assets before the owners of the bonds experience any losses. The inability to securitize the Fund's investments may hurt the Fund's performance. At the same time, the securitization of the Fund's investments might expose the Fund to losses, as the residual investments in which the Fund does not sell interests will tend to be riskier and more likely to generate losses.

#### Availability of Insurance.

There are certain types of losses, generally of a catastrophic nature, such as earthquakes, floods, hurricanes, terrorism or acts of war that may be uninsurable or not economically insurable. Inflation, changes in building codes and ordinances, environmental considerations and other factors, including terrorism or acts of war, also might make the insurance proceeds insufficient to repair or replace a property if it is damaged or destroyed. Under these circumstances, the

insurance proceeds received might not be adequate. Any uninsured loss could result in the loss of cash flow from, and the asset value of, the affected property.

#### Investments with Co-Investors.

GRCP may co-invest on behalf of a Client in one or more investments with certain strategic investors, lenders, Limited Partners (or affiliates thereof) and/or other third parties through partnerships, joint ventures or other entities, which parties in certain cases may have different interests to those of the Client. Therefore, the Client's investments will be subject to typical risks in connection with third-party involvement, including the possibility that a third party may have financial difficulties resulting in a negative impact on such investment, may have economic or business interests or goals that are inconsistent with those of the Client, or may be in a position to block action in a manner contrary to the Client's investment objectives. The Client may also in certain circumstances be liable for the actions of its third-party partners or co-investors. Investments made with third parties in partnerships, joint ventures or other entities may involve carried interest or fees payable to such third-party partners or co-investors, thereby reducing the distributions to the Client. In addition, such co-investments may or may not be on substantially the same terms and conditions as the Client, and such different terms may be disadvantageous to the Client or to any investor participating directly or indirectly therein.

#### Real Estate Valuation is Inherently Subjective and Uncertain.

The valuation of the commercial real estate that will secure or otherwise support a Client's investments is inherently subjective and uncertain due to, among other factors, the individual nature of each property, its location, the expected future rental revenues from that particular property and the valuation methodology adopted. As a result, the valuations of the commercial real estate that will secure or otherwise support the Client's investments will be made on the basis of assumptions and methodologies that may not prove to be accurate, particularly in periods of volatility, low transaction flow or restricted debt availability in the commercial real estate markets.

#### Reliance on Servicers.

It is anticipated that an affiliate of the Manager and the General Partner will act as the primary servicer and special servicer for the CRE loans held by the Clients. The quality of servicing, which will include collection of payments, monitoring of property financial condition and loan compliance and, following a default, modifying underlying mortgage loans, foreclosing on the underlying collateral and selling foreclosed properties and/or defaulted mortgage loans, can materially affect the returns due on the Client's portfolio. In addition, servicers are required to comply with various laws, including in certain cases, requirements to be licensed in various jurisdictions. The failure of such affiliate to perform its servicing obligations, or to maintain any necessary licenses or meet various requirements relating to such licenses, will have a material adverse effect upon the amount and timing of collections with respect to a Client's CRE loans.

If a Client retains a servicer other than such affiliate to service one or more CRE loans, the foregoing risk will be applicable to such relationship as well.



### Risks Associated with Foreclosure.

A Client may find it necessary to foreclose on certain of its CRE loans and the foreclosure process may be lengthy and expensive. Whether or not the Client has participated in the negotiation of the terms of any such loans, there can be no assurance as to the adequacy of the protection of the terms of the applicable loan, including the validity or enforceability of the loan and the maintenance of the anticipated priority and perfection of the applicable security interests. Furthermore, claims may be asserted by lenders or borrowers that might interfere with enforcement of the Client's rights. Borrowers may resist foreclosure actions by asserting numerous claims, counterclaims and defenses against the Client, including, without limitation, lender liability claims and defenses, even when the assertions may have no basis in fact, in an effort to prolong the foreclosure action and seek to force the lender into a modification of the loan or a favorable buy-out of the borrower's position in the loan. In some states, foreclosure actions can take several years or more to litigate. At any time prior to or during the foreclosure proceedings, the borrower may file for bankruptcy, which would have the effect of staying the foreclosure actions and further delaying the foreclosure process and potentially resulting in a reduction or discharge of a borrower's debt. Foreclosure may create a negative public perception of the related property, resulting in a diminution of its value. Even if the Client is successful in foreclosing on a loan, the liquidation proceeds upon sale of the underlying real estate may not be sufficient to recover its cost basis in the loan, resulting in a loss. Furthermore, any costs or delays involved in the foreclosure of the loan or a liquidation of the underlying property will further reduce the net proceeds and, thus, increase the loss.

### Environmental Risks.

To the extent a Client forecloses on properties underlying the investments, the Client may be subject to environmental liabilities arising from such foreclosed properties. Under various U.S. federal, state and local environmental laws, ordinances and regulations, a current or previous owner of real estate may become liable for the costs of removal or remediation of certain hazardous or toxic substances at, on, under or in its property. Those laws typically impose cleanup responsibility and liability without regard to whether the owner or control party knew of or was responsible for the release or presence of such hazardous or toxic substances. The costs of investigation, remediation or removal of those substances may be substantial. The owner or control party of a site may be subject to common law claims by third parties based on damages and costs resulting from environmental contamination emanating from a site. Certain environmental laws also impose liability in connection with the handling of, or exposure to, asbestos containing materials, pursuant to which third parties may seek recovery from owners of real properties for personal injuries associated with asbestos containing materials.

### Lender Liability Considerations; Equitable Subordination.

In recent years, a number of judicial decisions in the United States have upheld the right of borrowers to sue lenders on the basis of various evolving legal theories (collectively termed, "lender liability"). Generally, lender liability is founded upon the premise that an institutional lender has violated a duty (whether implied or contractual) of good faith and fair dealing owed to the borrower or issuer or has assumed a degree of control over the borrower or issuer resulting in the creation of a fiduciary duty owed to the borrower or issuer or its other creditors or

shareholders. Loans originated by a Client will be limited in certain respects by anti-deficiency and “one form of action” laws that can, in certain circumstances, reduce or eliminate a lender’s right to collect a deficiency judgment if the lender’s collateral is insufficient to repay a loan.

In addition, under common law principles that in some cases form the basis for lender liability claims, if a lender: (1) intentionally takes an action that results in the undercapitalization of a borrower to the detriment of other creditors of such borrower; (2) engages in other inequitable conduct to the detriment of such other creditors; (3) engages in fraud with respect to, or makes misrepresentations to, such other creditors; or (4) uses its influence as a stockholder to dominate or control a borrower to the detriment of other creditors of such borrower, a court may elect to subordinate the claim of the offending lender to the claims of the disadvantaged creditor or creditors, a remedy called “equitable subordination.”

#### Compliance of Loans with Applicable Laws.

Loans that a Client originates or acquires may be directly or indirectly subject to U.S. federal, state or local governmental laws. Real estate lenders and borrowers may be responsible for compliance with a wide range of laws intended to protect the public interest, including, without limitation, the Truth in Lending, Equal Credit Opportunity, Fair Housing and Americans with Disabilities Acts and local zoning laws (including, but not limited to, zoning laws that allow permitted non-conforming uses). If the Client or any other person fails to comply with such laws in relation to a loan that the Client has originated or acquired, legal penalties may be imposed, which could materially and adversely affect the Client. Additionally, jurisdictions with “one action,” “security first” and/or “antideficiency rules” may limit the Client’s ability to foreclose on a real property or to realize on obligations secured by a real property. In the future, new laws may be enacted or imposed by U.S. federal, state or local governmental entities, and such laws could have a material adverse effect on a Client.

#### Expedited Transactions.

GRCP may be required to undertake investment analyses and decisions on an expedited basis to take advantage of investment opportunities. In such cases, the information available to GRCP at the time of making an investment decision may be limited, and GRCP may not have access to detailed information regarding the borrowers underlying a debt investment and the property underlying the investment, such as physical characteristics, environmental matters, zoning regulations or other local conditions affecting such property. Therefore, GRCP may not have knowledge of all circumstances that may adversely affect an investment. In addition, GRCP may rely upon independent consultants in connection with the evaluation of proposed investments, and GRCP cannot assure the accuracy or completeness of this information.

#### Cybersecurity.

The information and technology systems used by GRCP and key service providers to GRCP and the Clients to carry out routine business operations may be vulnerable to potential damage or interruption from computer viruses, network failures, computer and telecommunication failures, infiltration by unauthorized persons, security breaches and usage errors by their respective professionals. Each Client and GRCP is subject to risks associated with a breach in its

cybersecurity. Although GRCP has implemented various protections designed to manage risks relating to these types of events, if a cybersecurity breach occurs, a Client may incur substantial costs, including those associated with: forensic analysis of the origin and scope of the breach; increased and upgraded cybersecurity; investment losses from sabotaged trading systems; identity theft; unauthorized use of proprietary information; litigation; adverse investor reaction; the dissemination of confidential and proprietary information; and reputational damage. Any such breach could expose the General Partner, GRCP and the relevant Client to civil liability, as well as regulatory inquiry and/or action. Further, any such breach could cause substantial withdrawals from the Fund. In addition, Clients and/or investors could be exposed to additional losses as a result of unauthorized use of their personal information. The failure of these systems and/or of disaster recovery plans for any reason could cause significant interruptions in the operations of GRCP or the Clients and result in a failure to maintain the security, confidentiality or privacy of sensitive data, including personal information.

#### Additional Investment-Related Risks.

A complete description of the risks associated with each particular investment strategy is included in the offering documents. Investors should review the relevant documents carefully prior to investing.

In addition, GRCP may invest in various derivatives, including, without limitation, options, futures, commodities, swaps and swaptions, for hedging and independent investment opportunities. Investments may be made in U.S. and non-U.S. securities or instruments that trade on exchanges or over-the-counter or that are acquired in private placements or otherwise. Investments may be made either directly or indirectly, including through private funds which make any or all of the types of investments described above. Both long and short positions may be taken. GRCP may also utilize leverage for hedging or other strategies.

All of these investment types are highly speculative in nature, and there can be no assurance that the investment objectives will be achieved. Investors must be prepared to bear the risk of a total loss of their investment.

More detailed information about the types of investments that GRCP may make on behalf of Clients, and the corresponding risks, is provided in the offering documents and/or investment management agreement.

## **ITEM 9. DISCIPLINARY INFORMATION**

Neither GRCP nor any of its executive officers has been subject to the legal or disciplinary events related to this Item.

## ITEM 10. OTHER FINANCIAL INDUSTRY ACTIVITIES AND AFFILIATIONS

### *Broker-Dealer Registration*

GRCP is not a registered broker-dealer nor does it intend to register as a broker-dealer.

### *Commodity Pool Operator*

The Manager and the General Partner intend to operate pursuant to the exemptions to registration provided by Commodity Futures Trading Commission Rule 4.13(a)(3).

### *Certain Affiliates*

GRCP is affiliated with the General Partner which is a registered investment adviser in reliance on the SEC registration of GRCP.

Further, GRCP is affiliated with the following entities:

- Grass River Property, LLC (“GRP”)
- Grass River Property Services (“GRPS”)

GRP actively invests (primarily in fee simple) in CRE and, in conjunction with its affiliate, GRPS, engages in ground up development and value-add real estate repositioning projects in South Florida. Projects are executed in joint venture partnerships whose members range from family funds to large institutions. In addition to development and construction services, GRP/GRPS CRE services capabilities include marketing and leasing and property management.

In connection with an investment, the Manager, on behalf of its Clients engages affiliates of GRCP or third parties, to provide the services of property managers, asset managers, paying agents or other services as necessary at market rates and terms, the costs of which are borne by the Client. The engagement of affiliates of GRCP and its principals to provide such services to the Fund requires the prior approval of the investment advisory board as to any terms of engagement that differ materially from the terms for services outlined in the relevant offering documents. Payment of any such fees will not cause a reduction of the Management Fee.

Because GRCP and GRP/GRPS are under common control, retention of GRP/GRPS to provide services to a Client creates a conflict of interest. As noted under Item 5 above, GRCP believes that the nature and quality of the services provided by GRP/GRPS to its Clients are superior to or at least as good as, and competitively priced against, comparable services provided by unrelated third-party service providers. GRCP regularly reviews the market for such services to ensure, in GRCP’s judgment that a Client continues to receive comparable services at competitive prices.

The following functions are housed within the affiliated entities and GRCP:

- Investment & Risk Management (“IRM”)
  - Credit Risk Management
  - Risk Management

- Investment Management
  - Investment Committee
- Capital Markets (“CM”)
  - Coverage & Origination
  - Regional Coverage & Origination
  - National Coverage & Origination
  - Trading & Structuring
  - Securitization & Closing
  - CM Legal
- Asset Management & Servicing (“AMS”)
  - Asset & Relationship Management
  - Loan Servicing & Surveillance
  - Resolution & Workout
  - Underwriting & Due Diligence
  - Data & Docs Bank
  - Shadow Master

*Conflicts of Interest Related to Affiliated Service Providers.* CM assists with originating loans designed to meet the criteria for Client investment. CM receives a fee from the Client for these services, which creates a conflict of interest with GRCP. To mitigate this conflict the GRCP reviews each potential loan before the loan documents and the due diligence commences. Once the loan documents and due diligence is complete, GRCP determines whether to accept the loan on behalf of a Client as an investment.

Additionally, among other things, units within CM handle the trading, structuring and securitization of the loans—services for which a fee is earned. Also, units within AMS conduct the due diligence, structure the underwriting and undertake the loan servicing—also services for which a fee is earned.

GRCP seeks to mitigate the conflicts and potential conflicts described above by conducting a number of activities to address, monitor and manage such conflicts. The Chief Compliance Officer (“CCO”) is involved in oversight, review and approval processes regarding these arrangements and fees. Service arrangements between a Client and a GRCP affiliate must be pursuant to terms documented in written agreements that describe the services to be provided and the fees to be assessed. The CCO conducts due diligence periodically among other service providers to ensure that these fee amounts represent an amount less than or equal to fees charged at arm’s length. Additionally, GRCP has established committees, including the Fund’s advisory board, which is designed, among other things, to consider and accept or reject such conflicts of interest as to any terms of engagement that differ materially from the terms for services outlined in the relevant offering documents.

Further, in addition to their roles as Managing Partners of GRCP, Mssrs. Cobb, Kennedy and Roth serve in various capacities with the IRM and CM business units described above and will

perform certain services. These activities may reduce the amount of time they are able to spend directly on GRCP's activities.

In addition, please see Item 11 for further discussion of conflicts of interest.

## **ITEM 11. CODE OF ETHICS, PARTICIPATION OR INTEREST IN CLIENT TRANSACTIONS AND PERSONAL TRADING**

### *Code of Ethics*

GRCP has adopted a Code of Ethics (the "Code") which includes, among other policies, a Personal Trading Policy and an Insider Trading Policy, to establish principles of conduct and to assist in detecting, managing and to the extent possible avoiding conflicts of interest, which may arise between employees and Clients as a result of personal investing activities. The Code is designed with the goal of ensuring, among other things, that employees conduct their investing activities (both for their personal accounts and for Clients) in accordance with applicable law, including the federal securities laws and the rules promulgated thereunder, and in a manner where Clients' interests are placed first and foremost. All employees are responsible for upholding GRCP's fundamental principles of openness, integrity, honesty and trust and must conduct their activities with due skill, care, diligence, prudence and fairness.

To facilitate the personal trading reporting requirements of the Code, GRCP will automate the reporting requirements and approval process through an electronic compliance system. These reporting requirements apply to all "access persons" of GRCP (as defined in Advisers Act Rule 204A-1), as well as their spouses, certain members of their immediate families and other persons, as further described in the Code. Furthermore, the reporting requirements apply to any account in which an access person or other person covered by the requirements has a direct or indirect beneficial, economic or financial interest or over which an access person or other person covered by the reporting requirements has investment discretion or direct or indirect influence or control.

GRCP's Code also imposes prohibitions on employee trades/investing including: (1) trades/investing based on inside information; (2) trades/investing intended to manipulate the market; (3) trades/investing in securities on GRCP's restricted list; (4) trades/investing in securities that would be appropriate investments for a Client; (5) trades in new issues and limited offerings.

As part of the Code, GRCP has established an Insider Trading Policy. GRCP's Insider Trading Policy includes specific requirements regarding the possession of material non-public information ("MNPI") in order to avoid situations that may violate applicable regulatory statutes or create an appearance of impropriety.

GRCP's Insider Trading Policy strictly forbids any employee from conducting trades, either personally or on behalf of others, including Clients, while in possession of MNPI that may affect the security to be traded and from improperly communicating MNPI to others.

**A copy of the Code will be provided to any Client or investor or prospective client or investor upon request.**

*Recommendations of Securities in which GRCP or a Related Person has Some Financial Interest*

GRCP does not anticipate recommending securities to Clients in which GRCP or a related person has a material financial interest.

*Cross Trades and Principal Trades*

GRCP may, to the extent permitted under applicable law, direct one Client account to sell securities or loans to another Client account, including Client accounts in which GRCP or its personnel may have a proprietary investment. These are known as “cross trades.” GRCP will undertake cross trades only when it deems the trade to be in the best interest of each participating Client (e.g., for rebalancing or tax purposes, liquidity purposes or to reduce transaction costs that may arise in an open market transaction). Further, any such cross trades will generally be valued and priced at fair value and will be conducted on terms no less favorable to each Client involved in the transaction than would be the case in a transaction with an independent third party and in accordance with any fiduciary obligation under applicable law. Such trades may be made with or without the services of a broker-dealer. When effecting such trades GRCP may have conflicting loyalties and responsibilities.

Although GRCP does not expect to engage in principal transactions, to the extent any transaction qualifies as a “principal transaction” under the Investment Advisers Act of 1940 (the “Advisers Act”) (i.e., where GRCP or an affiliate is acting as principal for its own account in a securities transaction with a Client), GRCP will implement policies and procedures designed to comply with the provisions of Section 206(3) of the Advisers Act.

*Allocating Investment Opportunities and Related Conflicts of Interest*

The investment objectives and programs of one Client may be similar to, or overlap with, the investment objectives and proposed investment programs of other Clients, and, therefore, certain Clients regularly compete for investment opportunities with each other. As a result, the allocation of investment opportunities gives rise to potential and actual conflicts of interest.

*Allocation of Limited Investment Opportunities*

GRCP, its employees and affiliates may engage in a broad spectrum of activities, including direct (or principal) investment activities for their own accounts and investment advisory activities that, with respect to any particular Client, are independent from, and may from time to time conflict with, overlap with or compete with, the investment activities of other Clients. GRCP does not anticipate, however, that there will be any overlap in the investment opportunities that are appropriate for a Client and the investment opportunities that are appropriate for GRCPs employees or affiliates. All investment opportunities appropriate for the Clients’ strategies will be allocated 100% to the Clients. Any excess capacity, however, may be allocated to co-investors, as described above.

The General Partner, the Manager and their respective affiliates may manage Clients with investment objectives that overlap. Each of the General Partner, the Manager and their respective affiliates intend to allocate investment opportunities among the Clients in a manner that in their judgment they believe to be appropriate and equitable in light of the investment objectives, liquidity, diversification and other similar factors applicable to each Client. In general, the General Partner, the Manager and their respective affiliates will allocate investment opportunities *pro rata* among the Clients (assuming the investment satisfies the objectives of each) based on the amount of capital each has available for investment. In certain cases, however, investment opportunities may be made available other than on a *pro rata* basis.

In making its allocation decisions, the General Partner, the Manager and their respective affiliates generally take into account the following factors: (1) the investment objectives of the relevant Clients; (2) the source of the investment opportunity; (3) any exclusive rights to investment opportunities that may have been granted to particular Clients; (4) the expected duration of the investment, in light of each Clients' investment objectives and policies (including diversification policies); (5) the amount of available capital; (6) the size of the investment opportunity; (7) regulatory and tax considerations; (8) the degree of risk arising from an investment; (9) the expected investment return; (10) relative liquidity; (11) likelihood of current income; and (12) such other factors as the General Partner, the Manager and their respective affiliates deem to be appropriate.

These factors provide substantial discretion to GRCP in allocating investment opportunities. Further, two or more Clients may hold an investment for which there is extremely limited, or no, liquidity or that is subject to legal or other restrictions on transfer. In a situation where GRCP is limited in its ability to dispose of an investment, GRCP may consider the factors described above in allocating the sale of such an investment.

If an investment opportunity is available in limited quantities, GRCP may have an incentive to allocate such investment opportunity to one Client rather than other Clients. For example, such an incentive may arise if the economic interests of GRCP and its employees in certain of these Clients, when combined with their rights to Management Fees and/or Incentive Distributions or other fees, are significantly larger than their direct and indirect economic interests in other Clients. Such an instance may lead to fewer, and less attractive, investment opportunities being made available to Clients than would have been the case had GRCP and its employees been restricted from pursuing investment programs on behalf of other Clients.

In an attempt to resolve those conflicts, GRCP expects to develop a set of Loan Allocation Procedures to be administered by two of the Managing Partners. These Loan Allocation Procedures will take into account many of the above-enumerated factors, as well as other considerations, in determining how loan investment opportunities will be allocated among various Clients to whom such opportunities might be offered or with whom such opportunities may be participated in in the future. GRCP will endeavor to address the conflicts so that over time all Clients are treated fairly and equitably, and no GRCP Client is systematically disadvantaged.

Please see Item 12 (under the heading "*Trade Allocation and Aggregation*") for further information related to allocating investment opportunities.



### *Potential Conflicts Due to Overlapping Client Investments*

Where Clients hold the same investment, the differing investment objectives of such Clients, as well as other factors applicable to the specific situation, may result in a determination to dispose of, or retain, all or a portion of such investment on behalf of a Client at different times as such investment or portion thereof is being disposed of, or retained, by other Clients. In addition, particularly with respect to illiquid or private investments, conflicts of interest can arise when disposing of a particular investment that would be beneficial for one Client while retaining such investment would be beneficial for another Client. GRCP may also invest in securities on behalf of one Client that may differ from investments made on behalf of other Clients, even though the investment objectives of other Clients may be similar. Moreover, GRCP, its Clients, or its employees may make investments or engage in other activities that express inconsistent views with respect to an investment, a particular security or relevant market conditions.

Also, certain actual and potential conflicts of interest may arise from the fact that: (1) Clients may acquire investments representing different parts of the capital structure of issuers and, in connection therewith, may take actions that have an adverse effect on another Client's investments; (2) GRCP and its affiliates and their respective directors, officers, agents and affiliates and their employees may serve on creditor or equity committees or advise companies subject to bankruptcy or insolvency proceedings or otherwise be engaged in financial restructuring activities in a variety of capacities; and (3) the General Partner may provide co-investment opportunities to any persons, including some or all of the investors in the Fund, strategic relationships, lenders, the General Partner and related persons.

In addition, GRCP expects to make other business decisions on behalf of certain Clients relating to investments independently of the manner in which it approaches a similar or even the same investment held by other Clients. Consequently, GRCP, on behalf of certain Clients, may choose not to hedge certain risks that other Client's hedge, or certain Clients may be exposed to risks of financing on an investment when other Clients are not. Further, in some instances, GRCP may choose to coordinate its Clients' activities (such as timing dispositions in an orderly way in order to avoid affecting the share price of an investment in an unduly volatile manner) with respect to investments held by more than one Client, when it would theoretically be possible for GRCP to act unilaterally with respect to a particular Client's holdings in such investment. Such coordination could have the effect of lowering returns for a particular Client with respect to an investment relative to what might have been achieved absent such coordination.

Should a particular Client invest in entities or assets in which other Clients hold an investment, the investment by such Client could be viewed, especially in hindsight, to have been made on a non-arm's-length basis and could have an effect (either positive or negative) on the market price of the initial investment.

### *Restrictions on Client Trading Activities Resulting from the Acquisition of Material Non-Public Information*

GRCP employees regularly acquire confidential information and GRCP may enter into confidentiality and/or "standstill agreements" when assessing investment opportunities. GRCP may acquire MNPI in the ordinary course of its investment activities, which acquisition may

result in restrictions on a Client's ability to sell a Client investment at a time when it might otherwise have done so. Any of these activities could prevent Clients from buying or selling securities or other interests in an issuer, potentially for an extended period.

GRCP has adopted certain policies and procedures concerning the handling of MNPI. These policies and procedures are designed to prevent insider trading and violations of applicable securities laws by each employee, Clients and GRCP itself. As such, in the event that an employee of GRCP obtains MNPI with respect to any company or otherwise becomes restricted from trading the securities of such company for any reason, GRCP may be prohibited for a period of time from engaging in transactions on behalf of some or all its Clients with respect to the securities of such company, which prohibitions may have an adverse effect on such Clients.

Furthermore, certain Clients of GRCP may, from time to time, engage in transactions that are initiated in such a way that objectives related to tax may limit GRCP's discretion over the ongoing management of the transaction.

See Item 10 above for additional information regarding conflicts of interest.

## **ITEM 12. BROKERAGE PRACTICES**

Due to the nature of GRCP's advisory business, GRCP does not typically use brokers to effect securities transactions on behalf of its Clients. However, to the extent any such transaction is effected, GRCP seeks the best execution of orders, as described below.

### *Selection of Broker-Dealers*

Each Client pays its own brokerage commissions and other transaction costs. Neither GRCP nor any of its affiliates will receive any commissions generated by a Client's trading activities.

In selecting an appropriate broker-dealer to effect a Client trade, GRCP seeks to obtain best execution, taking into consideration a broker-dealer's execution capabilities and expertise to execute transactions for Client accounts, in addition to the price of the security offered by the broker-dealer. Considerations include: (1) the broker-dealer's full range and quality of services, including, among other things, its facilities, reliability and financial responsibility, reputation, execution capabilities, ability to execute difficult trades (possible market impact, size of the order and market liquidity); (2) special execution and block positioning capabilities; (3) commitment of capital; (4) access to new issues; (5) nature and frequency of sales coverage; (6) depth of services provided, including economic or political coverage, arbitrage and option operations; (7) access to markets; (8) confidentiality; (9) commission rates; (10) responsiveness to GRCP; (11) back office and processing; (12) custodial services; (13) the value of brokerage and research products and services provided to GRCP (*e.g.*, research ideas, analysis and investment strategies); and (14) the success of prior research ideas.

GRCP will not adhere to any rigid formulas in selecting broker-dealers, but weighs a combination of the preceding factors. GRCP will in its sole discretion select broker-dealers to execute Client transactions based on a totality of the circumstances, including any or all of the

factors outlined above. This means that a broker-dealer offering the most favorable commission or spread may not be selected to execute a particular transaction. The commissions and other transaction costs (which may include dealer markups or markdowns) charged to a Client by a broker-dealer in the foregoing circumstances may be higher than those charged by other broker-dealers that may not offer such products or services. In selecting broker-dealers to execute transactions, GRCP need not solicit competitive bids and does not have an obligation to seek the lowest available commission cost. It will not be GRCP's practice to negotiate "execution only" commission rates; thus Clients may be deemed to be paying for other services, including research products and services, provided by the broker which are included in the commission rate.

If GRCP decides, based on the factors set forth above, to execute over-the-counter ("OTC") transactions on an agency basis through Electronic Communications Networks ("ECNs"), it will also consider the following factors when choosing to use one ECN over another: the ease of use, the flexibility of the ECN compared to other ECNs, and the level of care and attention that will be given to smaller orders.

Clients do not direct brokerage.

#### Soft Dollar Usage

GRCP does not currently have any soft dollar arrangements and, given the nature of its advisory business, does not expect to make frequent use of broker-dealers.

To the extent GRCP uses broker-dealers, however, it may use full-service broker-dealers that may provide, from time to time (without being requested to do so), research or other products or services to most or all of their customers. GRCP may take advantage of the research or other products or services provided rather than producing or paying for them from another provider. In these situations, GRCP receives a benefit because it does not have to pay for the research or other products or services. Even in the absence of soft dollar arrangements, GRCP may have an incentive to utilize broker-dealers based on benefits that it receives from the broker-dealers, rather than the interests of a Client in receiving the most favorable execution. However, since the research or other products or services provided are not material in nature and quantity and may be provided, from time to time, by several broker-dealers, GRCP's receipt of such research or other products or services does not have a material effect on its selection of broker-dealers. Furthermore, GRCP addresses any potential conflicts of interest through its best execution policies and procedures.

In the future, GRCP may, in recognition of the value of the brokerage and research services provided by the broker-dealer, enter into a soft dollar arrangement and pay a broker-dealer commissions (or markups or markdowns with respect to certain types of riskless principal transactions) for effecting Client account transactions which may be in excess of that which another broker-dealer might have charged for effecting the transaction. GRCP will effect such transactions, and receive such brokerage and research services, only to the extent that, based on GRCP's good faith determination, the amount of commission is reasonable in relation to the value of the research and brokerage products or services received, viewed in terms of either the specific transaction or GRCP's overall responsibility to its Clients. GRCP will enter into such

soft dollar arrangements only to the extent that they fall within the safe harbor provided by Section 28(e) of the Securities Exchange Act of 1934 (“Section 28(e)”).

#### *Trade Allocation and Aggregation*

As noted above, GRCP does not typically use brokers to effect securities transactions. To the extent GRCP engages in such trading, if GRCP determines that the purchase or sale of the same security is in the best interest of more than one Client account, GRCP may, but is not obligated to, aggregate orders in order to reduce transaction costs to the extent permitted by applicable law. When an aggregated order is filled through multiple trades at different prices on the same day, each participating Client account will typically receive the average price with transaction costs allocated *pro rata* based on the size of each Client account’s participation in the order (or allocation in the event of a partial fill) as determined by GRCP. In the event of a partial fill, allocations generally will be made *pro rata* based on the initial order, but may be modified on a basis that GRCP deems to be appropriate, including, for example, in order to avoid odd lots or *de minimis* allocations.

#### *Trade Errors*

As noted above, GRCP does not typically use brokers to effect securities transactions. To the extent GRCP engages in such trading, on occasion, trades may be executed on behalf of Clients that are inconsistent with the trading instructions of a Client portfolio manager or are the result of some other error in the trading process. Such trades are known as “Trade Errors” and are deemed to have occurred when, as a result of such inconsistency or other error in process: (1) the wrong instrument is purchased or sold; (2) the wrong quantity of an instrument is purchased or sold; (3) a purchase is made instead of a sale or a sale is made instead of a purchase; or (4) an instrument is purchased or sold in violation of regulatory or contractual obligations. Trade Errors do not include scenarios that do not result in a trade. Trade Errors frequently result in losses but may, occasionally, result in gains. GRCP will endeavor to detect Trade Errors before settlement and correct and/or mitigate them in an expeditious manner. To the extent a Trade Error is caused by a third party, such as a broker, GRCP may seek to recover any losses associated with the Trade Error from such third party, but may choose not to do so in its discretion, and GRCP will not be liable for such losses. Unless a Trade Error has resulted from the gross negligence, fraud, bad faith or willful misconduct of GRCP or its employees, any losses will be borne by the Client. Any gains resulting from a Trade Error will be for the benefit of the Client. GRCP will determine in its sole discretion whether any Trade Error has resulted from the gross negligence, fraud, bad faith or willful misconduct on its part. Investors should be aware that, in making such determinations, GRCP will have a conflict of interest.

### **ITEM 13. REVIEW OF ACCOUNTS**

GRCP performs quarterly reviews of each of its Client’s respective accounts. Such reviews are conducted by GRCP’s Managing Partners and Chief Credit Officer.

GRCP prepares periodic reports/letters to provide to its Clients and/or Clients' underlying investors, detailing the performance and composition of such Client's investments. As a general matter, such reports/letters are prepared and issued quarterly.

Generally, on an annual basis, each fund will prepare and mail to each investor, together with the report prepared by the fund's accountants, a financial report setting forth a balance sheet of each fund and a statement of its net profit or net loss, a statement of each investor's capital account and the manner of its calculation. After the end of each fiscal year, each investor in a fund will be furnished certain tax information for tax return preparation purposes.

Separately managed accounts will receive monthly, quarterly and/or annual performance reports, the frequency and content of which are determined pursuant to each such Client's investment management agreement with GRCP.

For additional information related to the types and frequency of reports provided to Clients, please see the relevant offering documents or investment management agreement, to the extent applicable.

#### **ITEM 14. CLIENT REFERRALS AND OTHER COMPENSATION**

GRCP does not accept an economic benefit from third parties for providing investment advisory services to Clients.

GRCP has a solicitation arrangement with Wells Fargo Securities regarding potential non-U.S. clients. The arrangements are made in writing pursuant to Rule 206(4)-3 of the Advisers Act (the "Cash Solicitation Rule"). The Cash Solicitation Rule specifies certain standards that must be met by an adviser prior to the payment of a fee, directly or indirectly, for client solicitation or referral.

Further, GRCP has, or expects to have, an agreement with one or more placement agents to introduce the firm to potential investors.

#### **ITEM 15. CUSTODY**

With respect to pooled investment vehicles, GRCP has "custody" of those assets within the meaning of Rule 206(4)-2 under the Advisers Act (the "Custody Rule") and generally complies with its requirements by delivering audited financial statements to the investors in such vehicles within the applicable required time frame.

GRCP does not accept custody with respect to separately managed accounts.

## **ITEM 16. INVESTMENT DISCRETION**

GRCP has full discretionary authority to manage its Clients' accounts, including authority to make decisions with respect to which securities/investments are bought and sold, the amount and price of those securities/investments, the broker-dealer, if any, to be used for a particular transaction, and commissions or markups and markdowns paid. Any limitations on GRCP's discretionary authority are as agreed to with the Client in the investment guidelines and as stated in the offering documents and/or investment management agreement.

The basis for this discretionary authority is found in the subscription documents or investment management agreement as applicable to each investor or Client.

## **ITEM 17. VOTING CLIENT SECURITIES**

GRCP accepts the authority to vote client securities on behalf of the Fund. GRCP does not accept authority to vote client securities on behalf of separately managed accounts.

In addition to proxy solicitation in connection with equity securities of traditional operating companies, "voting client securities" is deemed to include any consent requested in matters such as bankruptcy or insolvency, covenant waivers in connection with debt, approvals regarding the restructuring of debt and other rights and remedies with respect to securities. GRCP has adopted policies and procedures related to voting client securities on behalf of its Clients. When GRCP accepts authority to vote client securities, GRCP's general policy is to vote proposals, as well as amendments, consents or resolutions relating to client securities (including interests in private investment funds, if any) in a manner that serves the best interests of its Client. In determining how to vote such securities, GRCP may take into account factors such as: (1) the impact on the value of the investments; (2) the anticipated associated costs and benefits; (3) the continued or increased availability of Client information; and (4) industry and business practices. In some circumstances, GRCP will refrain from voting client securities where GRCP believes, among other potential reasons, that voting would be inappropriate, taking into consideration the cost of voting the securities, the anticipated benefit to the Client, whether the Client continues to hold the securities on the voting date, or where GRCP believes that resolution is not relevant to the value of the investment.

It is possible for conflicts of interest to arise in the context of GRCP's voting of client securities. However, if an actual conflict of interest with respect to voting arises, the CCO, together with external legal counsel, if necessary, would be involved in the process for the particular vote to help manage and mitigate any such conflicts of interest.

A copy of GRCP's policies and procedures regarding the voting of client securities and information as to how GRCP votes client securities can be obtained upon request.

## **ITEM 18. FINANCIAL INFORMATION**

GRCP is not required to include a balance sheet for its most recent fiscal year, is not aware of any financial condition reasonably likely to impair its ability to meet contractual commitments to Clients and has not been the subject of a bankruptcy petition at any time during the past 10 years.