

**Item 1. Cover Page**

PART 2A OF FORM ADV UNIFORM APPLICATION FOR INVESTMENT ADVISER REGISTRATION

FIRM BROCHURE

FOR

## GRANDVIEW PROPERTY PARTNERS, LLC

Business Address: 2 Post Road West, Second Floor, Westport, CT 06880

Contact Information: Frank Cartolano, CCO  
Phone: 203.354.5041  
[cartolano@grandviewpartners.com](mailto:cartolano@grandviewpartners.com)

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**This brochure provides information about the qualifications and business practices of Grandview Property Partners, LLC (also known as Grandview Partners). If you have any questions about the contents of this brochure, please contact us at 203-354-5041 and/or [cartolano@grandviewpartners.com](mailto:cartolano@grandviewpartners.com). The information in this brochure has not been approved or verified by the United States Securities and Exchange Commission or by any state securities authority. Registration as an investment adviser does not imply a certain level of skill or training.**

**Additional information about Grandview Property Partners, LLC also is available on the SEC's website at [www.adviserinfo.sec.gov](http://www.adviserinfo.sec.gov).**

**Item 2. Material Changes**

This brochure contains information about Grandview Property Partners, LLC (which is referred to in this brochure as “Grandview”). The following summarizes material changes made to this brochure since it was last updated on March 30, 2020:

1. The date and value of Grandview’s assets under management in Item 4.E has been updated to reflect the value as of the end of the most recent fiscal year (December 31, 2019).

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#### **Item 4. Advisory Business**

- A. Grandview was founded in November 2018. Grandview is a private company, organized as a Delaware limited liability company, and is based in Westport, Connecticut. The principal owners of Grandview are Rajesh G. Menon and Dean Sotter.
- B. Grandview's business is investment management, principally in the field of real estate. Grandview is a subadviser to Greenfield Partners, LLC ("Greenfield") and certain affiliates of Greenfield pursuant to a sub-advisory agreement ("Sub-Advisory Agreement"). Greenfield is a registered investment advisor that manages equity and debt investments in (1) entities that own and develop land, office properties, hotels, retail properties, industrial properties, rental and for-sale multi-family properties, resort and recreational properties and other types of real estate, (2) debt instruments secured by direct or indirect interests in real estate, and (3) companies that provide services to the real estate industry (collectively, "Real Estate Investments"). As a subadviser to Greenfield and certain of its affiliates pursuant to the terms of the Sub-Advisory Agreement, Grandview currently provides certain non-discretionary sub-advisory services with respect to pooled investment vehicles (each a "Partnership") formed by Greenfield and certain Real Estate Investments owned by those Partnerships. In addition, Grandview expects to form and manage certain Partnerships for its own account that will own Real Estate Investments.
- C. Grandview expects to tailor its advisory services to the individual needs of its clients (including future Partnerships formed by Grandview). Grandview will make and manage each Real Estate Investment in accordance with the purposes, terms, restrictions and limitations set forth in the governing documents of each Partnership, consisting principally of the Partnership's limited partnership agreement. Each Partnership's limited partnership agreement is expected to contain certain restrictions on the types of investments that may be made by it, including limitations on (1) amounts that may be invested in a single investment or portfolio of related investments, (2) amounts that may be invested in marketable securities, (3) investments that produce certain types of taxable income, (4) foreign investments, (5) investments in derivatives and (6) privately negotiated equity investments in publicly-traded entities.
- D. Grandview does not participate in wrap fee programs.
- E. As of December 31, 2019, Grandview manages approximately \$897,580,000 in assets on a non-discretionary basis.

#### **Item 5. Fees and Compensation**

- A. With respect to Partnerships expected to be formed by it, Grandview and its affiliates will be compensated for advisory services with asset management fees that are determined based upon a percentage of assets under management as well as performance-based fees, as discussed in Item 6. These fees are expected to be negotiable on a client-by-client basis and from time to time may be suspended or otherwise limited in duration. Because this brochure will only be delivered to

qualified purchasers as defined in section 2(a)(51)(A) of the Investment Company Act of 1940, as amended ("qualified purchasers"), this brochure does not include a fee schedule. With respect to the sub-advisory services provided to Greenfield and its affiliates, Grandview and its affiliates are compensated in accordance with the Sub-advisory Agreement.

- B. With respect to Partnerships expected to be formed by it, Grandview or its applicable affiliates intend to deduct fees from Partnerships' assets on a quarterly basis.
- C. Partnerships to be formed by Grandview are not expected to pay other types of fees to Grandview or its respective affiliates for advisory services, but Partnerships will be expected to pay transaction costs and other expenses of forming investment vehicles and making, holding, managing and disposing of investments, such as travel and administrative expenses, fees of attorneys, accountants and other professionals and consultants, fees of real estate brokers and property managers, and fees and other charges of lenders. Grandview and its affiliates may receive certain transaction and monitoring fees from entities in which a Partnership invests. The net proceeds of any such transaction or monitoring fees allocable to the Partnership would reduce the management fee payable by the Partnership. In limited instances, affiliates of Grandview may receive development fees or similar fees from an entity in which a Partnership invests, without reducing the management fees payable by the Partnership, provided the payment of such fees has been approved by the advisory committee or limited partners in such Partnership.

Certain Partnerships to be formed by Grandview may operate in parallel or co-invest in the same investments. Grandview expects to allocate certain expenses or liabilities among such Partnerships pro rata, based on the relative amounts of their capital commitments. Alternatively, to the extent Grandview determines that any such expenses or liabilities are specific to one or more Partnerships, Grandview may allocate such expenses solely to such Partnership(s) on a basis that Grandview determines is fair and reasonable.

A more detailed discussion of fees and expenses will be included in the private offering memoranda of the Partnerships to be formed by Grandview.

- D. Partnerships formed by Grandview are expected to pay asset management fees to Grandview or its applicable affiliates quarterly in advance. In general, if an advisory contract is terminated, the asset management fee for the quarter in which the termination occurs would be prorated to the termination date, with the overpayment refunded to the Partnership. If the general partner of certain Partnerships formed by Grandview were to be removed without cause, an amount would be payable upon such removal equal to the asset management fee that would otherwise be payable for the one year period following the effectiveness of such removal. This provision would (i) take into account the extensive amount of work done and expenses incurred by Grandview and its affiliates in advance of organizing a Partnership and making investments, (ii) be applicable for Partnerships and investors in the Partnerships who are qualified purchasers, (iii) be disclosed in advance to all

Partnerships and investors in the Partnerships, and (iv) be the result of extensive negotiations with the investors in the Partnerships.

- E. Neither Grandview nor any of its supervised persons accepts compensation for the sale of securities or other investment products.

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

For Partnerships expected to be formed by Grandview, Grandview or its affiliates expect to be entitled to receive performance-based fees for their advisory services from these Partnerships. In addition, certain of Grandview's supervised persons are expected to be entitled to receive performance-based compensation from partnerships expected to be formed by Grandview and from partnerships formed by Greenfield. These fees would be based upon a percentage of the net profits realized by Partnerships after receiving back their invested capital together with a specified rate of return on such capital. Neither Grandview nor any of its supervised persons expect to manage both accounts that are charged a performance-based fee and accounts that are charged another type of fee.

The existence of such performance-based fees may create an incentive for Grandview to make more speculative investments than it would otherwise make in an absence of such performance-based compensation. In addition, Grandview's affiliates would be entitled to receive such performance-based fees as a distribution in-kind of securities for which market quotations are not readily available. The valuation of such securities for such purposes would generally be determined by Grandview.

#### **Item 7. Types of Clients**

Grandview generally provides investment advice to Partnerships to be formed by it and to certain Partnerships formed by Greenfield pursuant to the Sub-Advisory Agreement. Grandview currently does not manage any accounts other than Partnerships.

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

- A. The general investment strategy of Partnerships advised by Grandview is or is expected to be core, core-plus, opportunistic and value-added investing in a variety of property types, primarily in the United States, including, without limitation, multi-family, office, hotel, student housing, resort/recreational, industrial, retail, land and assisted living facilities, as well as long-term investments in land. As previously described in Item 4.C, Grandview intends to provide investment advice to its Partnership clients in accordance with the purposes, terms, restrictions and limitations set forth in the governing documents of the applicable Partnership.

The following outlines Grandview's investment process generally:

- Grandview will typically source transactions through relationships with operating partners, developers, advisors, and lenders nationwide. Grandview expects to focus predominately on off-market, negotiated transactions.

- The majority of investments are expected to be made outside of a broadly marketed process.
- Grandview expects to target investments of all asset types primarily in the \$20 to \$75 million range and invest directly and in conjunction with strategic operating partners. Investment structures are expected to be incentive-based. The applicable Partnership is expected to assume the role of sole or co-managing partner in each investment partnership, retaining at least major decision-making control over the investment.
- Due diligence will generally include market, environmental, physical, legal, and financial analyses.
- Once an acquisition is complete, the asset will be managed with regard to budgeting, leasing, financing, and capital investment. Grandview will carefully monitor each investment and generally evaluate such investments on an ongoing basis.

Investing in securities involves risk of loss that clients should be prepared to bear.

- B. The following risks apply to Real Estate Investments in connection with the advisory services that Grandview provides or expects to provide to its Partnership clients. References in this Item 8 to investments by Grandview refer solely to investments by Grandview on behalf of those Partnerships. The private offering memoranda of Partnerships formed by Grandview will contain a more detailed discussion of material information relating to such Partnerships, including, without limitation, risks and conflicts associated with Grandview's investment strategies.

1. General Real Estate Risks. There is no assurance that the operations of the applicable Partnerships will be profitable or that cash from operations will be available for distribution to the investors. Because real estate, like many other types of long-term investments, historically has experienced significant fluctuation and cycles in value, specific market conditions may result in occasional or permanent reductions in the value of the Real Estate Investments. The marketability and value of the Real Estate Investments will depend on many factors beyond Grandview's control, including, without limitation: changes in general economic or local conditions and/or specific industry segments; declines in rental or occupancy rates; competition from other developments; changes in supply of or demand for competing properties in an area (as a result, for instance, of over-building); geographic or market concentration; Grandview's or the property managers' ability to manage the real properties; changes in interest rates; the promulgation and enforcement of governmental regulations relating to land-use and zoning restrictions, environmental protection and occupational safety; unavailability of mortgage funds which may render the sale or refinancing of a property difficult; location of the properties; the financial condition of borrowers and of buyers and sellers of property; the poor financial condition or bankruptcy of tenants, affecting the receipt of lease payments and the tenants' performance of other lease obligations; changes in real estate tax rates and other operating expenses; the imposition of rent controls; energy and supply shortages; air quality issues stemming from chemical or biological sources such as mold, viruses or bacteria that could require the applicable Partnerships to undertake a costly remediation program (and potentially expose such Partnerships to liability from tenants, their employees or others if property damage or health concerns arise); various uninsured or uninsurable risks; and natural disasters.

2. Unidentified Properties. Partnership clients of Grandview generally will rely upon Grandview to select and/or recommend suitable Real Estate Investments in connection with their

portfolios. No assurances can be given that Grandview will be successful in acquiring economically desirable assets or that the assets, once acquired, will maintain their economic desirability.

3. Less Marketable and Illiquid Assets. It is expected that a substantial portion of the Partnerships' portfolios will consist of assets which are illiquid. While substantial portions of any Partnership's portfolio are anticipated to be sold from time to time, it is not expected that all portions of each Partnership's portfolio will be sold in the ordinary course prior to the expiration of the term of the applicable Partnership, and, as a result, the applicable Partnership may be required to sell certain portions of a Real Estate Investment prior to the time which would optimize the returns. Liquidity relates to the ability of the owner to dispose of assets readily and the price to be paid for them. In addition, less marketable or illiquid assets may be more difficult to value due to the unavailability of reliable market quotations. The sale of less marketable assets may require more time and result in lower prices and higher selling expenses compared to the sale of more marketable assets. Grandview may not be able to sell any Real Estate Investment (or any portion thereof) at the time that would be in the best interests of the applicable Partnership to sell.

4. Leverage. Grandview expects to use leverage in connection with certain investments. This leverage will increase the exposure of such investments to adverse economic factors such as significantly rising interest rates, severe economic downturns or deteriorations in the condition of the Real Estate Investment or its market. In the event a Real Estate Investment is unable to generate sufficient cash flow to meet principal and interest payments on its indebtedness, the value of the equity investment in such Real Estate Investment could be significantly reduced or even eliminated. Borrowings under certain credit facilities may be secured, among other things, by investors' obligations to make capital contributions. Any inability of the applicable Partnership to repay such borrowings could result in a reduction or complete loss of an investor's interest in such Partnership.

5. Inability to Obtain Favorable Financing for or Refinance Investments. If a Partnership makes an investment with the intent of financing or refinancing a portion of such investment, there is a risk that the Partnerships will be unable to successfully complete such financing or refinancing. In particular, because of conditions in the credit market, the applicable Partnership may be subject to increased cost for debt, tightening underwriting standards and reduced liquidity. These factors could result in delays in closing acquisitions, longer development times, increases in overall costs, and possibly a greater reliance on subscription-backed financing to fund investments until the debt market stabilizes. This could lead to increased risk as a result of having a longer-term investment than expected, a larger equity investment than expected, reduced diversification and the possibility of the applicable Partnership selling investments in markets that it typically would not as a result of an inability to secure favorable refinancing or the inability of potential buyers to procure acceptable financing.

6. Potential Adverse Economic and Market Conditions. General local economic conditions with respect to any of the Real Estate Investments, as well as conditions of domestic and international financial markets, may adversely affect the Real Estate Investments. Unemployment, inflation, local recessions, market volatility or other economic events could have a material adverse effect on the value of a Real Estate Investment. Furthermore, the United States is in a period of slow economic growth and market volatility and other countries are also recovering slowly from the recent global economic downturn or remain in recession and are also experiencing market volatility, and these conditions may continue for a prolonged period of time or worsen in the future. This could negatively impact the performance of investments.



7. Development Risks. The Partnerships are expected to acquire equity and/or debt interests in real estate developments, undeveloped land and/or in businesses that engage in real estate development. As a result, the Partnerships will be subject to the risks normally associated with development activities, in addition to those involved in the ownership and operation of established properties. Such risks include, without limitation, risks relating to the availability and timely receipt of zoning and other governmental permits and authorizations, the cost and timely completion of construction (including due to risks beyond Grandview's control, such as adverse weather or labor conditions or material shortages), and the availability of both construction and permanent financing on favorable terms. Once completed, new, expanded or renovated properties may perform below anticipated levels, producing cash flow below budgeted amounts. The occurrence of one or more of the foregoing in connection with the Grandview's development activities could result in substantial unanticipated delays or expenses, with such delays potentially resulting in increased debt service expense and construction costs and delays in leasing such properties and generating cash flow; and, under certain circumstances, could prevent completion of development activities once undertaken. Any of these risks could have an adverse effect on the financial condition and results of operations of the Partnerships and on the amount of funds available for distribution to investors.

8. Compliance with Laws. The purchase and divestment of Real Estate Investments in land will require certain Partnerships to comply with certain state laws and regulations relating to the acquisition, use and sale of developed and undeveloped land, and a Partnership's obligations to comply with them may result in delays in such purchase, development or divestment and cause such Partnership to incur substantial compliance and other increased costs. Such state and local laws may inhibit a Partnership's ability to make certain investments in Real Estate Investments, including, but not limited to, through the adoption of slow or no-growth initiatives or laws that would reduce such Partnership's ability to invest in certain areas and thus could adversely affect such Partnership's revenues and earnings. If a Partnership is unable to continue to purchase, develop and/or divest Real Estate Investments as a result of these restrictions or laws, or if a Partnership's compliance costs increase substantially, such Partnership's revenues may be reduced.

9. Timing Risks. Certain Partnerships may be subject to potential significant fluctuations in the cost and availability of land, including, but not limited to, undeveloped or partially developed land and undervalued or distressed land. A Partnership's investment focus may be on long-term investments in undeveloped, developed, undervalued or distressed land, and thus there will be a substantial lag between the time such Partnership acquires an interest in such properties and the time that such land can be brought to market. This lag time varies from site to site as it is impossible to determine in advance the length of time it will take to obtain governmental approvals and development related permits. The risk of owning undeveloped, developed, undervalued or distressed land can be substantial. The market value of undeveloped, developed, undervalued or distressed land can fluctuate significantly as a result of changing economic and market conditions. Material write-downs of the estimated value of the land in which the applicable Partnership owns an interest could occur if market conditions deteriorate or if the applicable Partnership purchases an interest in land at higher prices during stronger economic periods and the value of that land subsequently declines during weaker economic periods.

10. Uncertainty of Cash Flows from Operations. Grandview may make long-term investments in real estate properties for certain Partnerships, including, but not limited to, undeveloped land located in the United States. Risks associated with a Partnership's investments in such properties include the risks that the sales prices for portions of improved or unimproved portions of the land may not equal the projected sales prices thereof; the applicable Partnership may abandon development opportunities after

expending resources to determine feasibility; construction and development costs of a project may exceed original estimates; sales prices for portions of the land may not be sufficient to make the property profitable; and development or construction may not be completed on schedule (including risks beyond the control of the applicable Partnership, such as weather or labor conditions or material shortages) resulting in increased debt service expenses and development costs. These risks could result in substantial unanticipated delays or expenses and, under certain circumstances, could prevent completion of development, construction and renovation activities, any of which could adversely affect the financial condition and results of operations of the applicable Partnership. Real Estate Investments under development or acquired for development may generate little or no cash flow from the date of acquisition through the date of completion of development and may experience operating deficits after the date of completion. Since the Real Estate Investments in the aggregate may have increases in operating costs without increases in operating revenues, there is no assurance as to when or whether cash will be available for distributions to investors. Moreover, a Partnership may be restricted from making distributions under the terms of notes, mortgages or other debt obligations which it enters into in connection with its borrowings.

11. Environmental Liabilities. The Partnerships may incur environmental liabilities in connection with investing in real property and such liabilities may diminish the value of the real property. While Grandview intends to exercise due diligence to discover potential environmental liabilities prior to acquisition of any property, hazardous substances or wastes, contaminants, pollutants or sources thereof (as defined by state and federal laws and regulations) may be discovered on properties following acquisition, or following foreclosure, during the applicable Partnership's ownership or after a sale thereof to a third party. There can be no assurances that the applicable Partnership will not incur full recourse liability for the entire cost of any removal and clean-up, that the cost of such removal and clean-up would not exceed the value of the property or that the applicable Partnership could recoup any of such costs from any third party. As an owner, the applicable Partnership may also be liable to an owner, tenant or other users of neighboring properties. In addition, Grandview may find it difficult or impossible to sell a property prior to or following any such clean-up.

12. Competition for Real Estate Investments. While Grandview will attempt to distinguish itself from other investors in the real estate market, Grandview will encounter competition from numerous real estate investment partnerships and trusts, as well as from individuals, corporations, bank and insurance company investment accounts, foreign investors and other entities engaged in real estate investment activities. Competition for investments may have the effect of increasing costs of investments, thereby reducing returns to the Partnerships. Certain of Grandview's competitors may have greater financial and other resources and better access to suitable investment opportunities. Whether or not suitable investment opportunities are available, the Partnerships will bear management fees and other expenses.

13. Expedited Transactions. Investment analyses by Grandview are expected frequently to be undertaken on an expedited basis to take advantage of investment opportunities. In such cases, the information available to Grandview at the time of making an investment recommendation may be limited, and Grandview may not have access to detailed information regarding the investment property, such as physical characteristics, environmental matters, zoning regulations or other local conditions that may affect an investment property. Grandview may also not have access to all available information to fully determine the origination, credit appraisal, and underwriting practices utilized with respect to Real Estate Investments or the manner in which the Real Estate Investments have been serviced and/or operated. In addition, Grandview expects to rely upon independent consultants in connection with its evaluation of

proposed investment properties, and no assurance can be given as to the accuracy or completeness of the information provided by such independent consultants or to any recourse against them in the event errors or omissions do occur.

14. Contingent Liabilities on Disposition of the Property. In connection with the disposition from time to time of any of the Real Estate Investments, the applicable Partnership may be required to make representations about such disposed Real Estate Investment. The applicable Partnership also may be required to indemnify the purchasers of such disposed Real Estate Investment to the extent that any such representations are inaccurate. These arrangements may result in the incurrence of contingent liabilities for which the applicable Partnership may establish reserves or escrow accounts. In that regard, investors may be required to return amounts distributed to them to fund the applicable Partnership's obligations, including indemnity obligations, before or after the termination and dissolution of the applicable Partnership. Furthermore, under the Delaware Revised Uniform Limited Partnership Act, each limited partner that receives a distribution in violation of such Act will, under certain circumstances, be obligated to recontribute such distribution to the applicable Partnership.

15. Investments in Undervalued Assets. The Partnerships may invest in undervalued assets. The identification of investment opportunities in undervalued assets is a difficult task, and there is no assurance that such opportunities will be successfully recognized, acquired or sold. While investments in undervalued assets offer the opportunity for above-average capital appreciation, these investments involve a high degree of financial risk and can result in substantial losses. Returns generated from investments may not adequately compensate for the business and financial risks assumed. Investors may lose all or part of their investment in the applicable Partnership.

16. Troubled Origination. Real Estate Investments may have been originated by financial institutions that are insolvent, in serious financial difficulty, or no longer in existence. As a result, the standards by which such Real Estate Investments were originated, the recourse to the selling institution, or the standards by which such Real Estate Investments are being serviced or operated may be adversely affected.

17. Nature of Non-Performing Assets. The real estate in which the Partnerships will invest may involve non-performing assets utilizing leveraged capital structures. By their nature, these investments will involve a high degree of financial risk, a long-term commitment and the possibility for no return of capital.

18. Availability of Insurance Against Certain Catastrophic Losses. Certain losses of a catastrophic nature, such as wars, natural disasters, terrorist attacks, or other similar events, may be either uninsurable or, insurable at such high rates that to maintain such coverage would cause an adverse impact on the related investments. In general, losses related to terrorism are becoming harder and more expensive to insure against. Most insurers are excluding terrorism coverage from their all-risk policies. In some cases, insurers are offering significantly limited coverage against terrorist acts for additional premiums which can greatly increase the total costs of casualty insurance for a property. As a result, not all investments may be insured against terrorism. If a major uninsured loss occurs, the applicable Partnership could lose both invested capital in and anticipated profits from the affected Real Estate Investments.

19. Investment in Foreign Real Estate Investments. If a particular Partnership makes any investment in properties located outside of the United States, the Partnership will become subject to

different or additional business, tax, legal, monetary and political risks, as well as currency exchange risks, and any such investments may result in additional unpredictability in a portion of the particular Partnership's cash flows that could adversely affect the Partnership's operating results and its ability to make distributions to investors. Such risks may be significantly higher with respect to any investments the Partnership may make in emerging markets.

20. Management of Properties. It is expected that most properties acquired by the Partnerships will be managed by property managers or by Grandview or its affiliates. Though the property management experience of managers may vary, Grandview will not retain a manager unless it believes that the manager is competent to manage the property. If Grandview or its affiliate is selected to manage such properties, such management services will be retained at rates and on terms that Grandview believes are no less favorable to the applicable Partnership than those customary for similar services. Nevertheless, it is unlikely that any such management services will be put up for competitive bidding by third parties.

21. Non-Control Investments and/or Investments with Third Parties in Joint Ventures and Other Entities. The Partnerships may invest in non-controlling interests in certain Real Estate Investments or, similarly, may co-invest with third parties through partnerships, joint ventures or other entities and thereby acquire non-controlling interests in certain Real Estate Investments. In the case of certain such Real Estate Investments in portfolio companies, Grandview will be significantly reliant on the existing management and board of directors of such companies, which may include representation of other financial investors with whom Grandview is not affiliated and whose interests may conflict with the interests of Grandview. In a co-investment situation, such investments may involve risks not present in Real Estate Investments where a third party is not involved, including the possibility that a third-party partner or co-venturer may have financial difficulties resulting in a negative impact on such Real Estate Investment, may have economic or business interests or goals which are inconsistent with those of Grandview, or may be in a position to take action contrary to Grandview's investment objectives. In addition, the applicable Partnership may in certain circumstances be liable for the actions of its third-party partners or co-venturers. Certain Real Estate Investments made with third parties in joint ventures or other entities involve carried interests and/or other fees payable to such third-party partners or co-venturers.

22. Controlling Person Liability. The exercise of control over an entity can impose additional risks of liability for environmental damage, failure to supervise management, violation of government regulations (including securities laws) or other types of liability in which the limited liability characteristic of business ownership may be ignored. If these liabilities were to arise, a Partnership could suffer a significant loss with respect to the affected Real Estate Investments.

23. Board Participation. Grandview anticipates that its investment programs may from time to time enable it to place its representatives on boards and/or creditors' committees of certain companies in which the applicable Partnership has invested. While such representation may enable the applicable Partnership to enhance the value of its investments, it may subject the applicable Partnership to additional liability. The applicable Partnership will be expected to indemnify Grandview or any other person designated by Grandview for claims arising from such board and/or creditors committee representation. The applicable Partnership will attempt to balance the advantages and disadvantages of such representation when deciding whether and how to exercise its rights with respect to such companies, but the exercise of such rights could produce adverse consequences in particular situations.

24. Hedging Policies/Derivative Instruments. In connection with the financing of certain investments, Grandview may employ hedging techniques designed to protect the applicable Partnership

against adverse price movements. While such transactions may reduce certain risks, such transactions themselves may entail certain other risks. Thus, while the applicable Partnership may benefit from the use of these hedging mechanisms, unanticipated charges in interest rates, or securities prices may result in a poorer overall performance for the applicable Partnership than if it had not entered into such hedging transactions. Nothing will require the applicable Partnership to hedge such risks.

Grandview expects to make use of various derivative instruments, such as swaps, warrants, options and forward contracts. The use of derivative instruments involves a variety of material risks. These risks include the extremely high degree of leverage which can be embedded in such instruments, a risk which can be materially increased by the limited liquidity which often characterizes the derivatives markets. As a result, prices of these instruments are highly volatile and could have a material impact on the applicable Partnership's returns.

25. Plan Assets. The following risk factors pertain to the application of the Employee Retirement Income Security Act of 1974, as amended ("ERISA"), and the prohibited transaction provisions of Section 4975 of the Internal Revenue Code of 1986, as amended (the "Code") to an investment in a Partnership by any employee benefit plan investor. As described below, the risk factors with respect to the application of ERISA and the Code to a Partnership may adversely affect both investors that are subject to ERISA and those that are not.

To the extent the applicable Partnership is operated as a venture capital operating company ("VCOC") or real estate operating company ("REOC"), Grandview intends to select what it believes are the best investments, taking into consideration whether such investment will be counted positively or negatively toward satisfaction of the requirements of a VCOC or REOC. However, because (i) the guidance provided under the Department of Labor's regulations defining plan assets (29 C.F.R. § 2510.3-101) as modified by Section 3(42) of ERISA (the "Plan Assets Regulations") and other provisions of ERISA is somewhat limited and (ii) any legal determination of whether the applicable Partnership's assets will be treated as assets of an employee benefit plan under ERISA and the Code ("Plan Assets") is factually based, neither Grandview nor its counsel can make any definite assurances that the applicable Partnership will indeed qualify as a VCOC or REOC or as to whether the assets of the applicable Partnership will not be treated as Plan Assets.

Grandview will use reasonable efforts to operate each of the Partnerships and conduct each such Partnership's business and affairs so that the assets of such Partnership will not constitute Plan Assets. Accordingly, Grandview expects to have the right, among other remedies, to make operating changes in the applicable Partnership, sell or otherwise dispose of a Real Estate Investment, cancel the remaining capital commitments of any investor, restrict the purchase or transfer of interests in the applicable Partnership by investors or require the sale or withdrawal in whole or in part of any investor's interest. If the applicable Partnership seeks to qualify as a VCOC or REOC, the applicable Partnership could be precluded from making certain investments that may count negatively towards the VCOC or REOC requirements of the Plan Assets Regulations, and such avoidance could further require Grandview to liquidate investments at a disadvantageous time, resulting in lower proceeds than might have been the case without the need for such compliance.

26. Investments Longer Than Term. The Partnerships may invest in Real Estate Investments in which the termination or maturity date is later than that date which the applicable Partnership will be dissolved, either by expiration of the applicable Partnership's term or otherwise. Although it is the expectation of Grandview that such Real Estate Investments will be refinanced, resold or repaid prior to

such dissolution date, the Partnerships may have to sell, distribute or otherwise dispose of Real Estate Investments at a disadvantageous time as a result of dissolution.

27. Diversification of Risk. The opportunity for diversification of the Real Estate Investments will depend on the amount of capital committed to the applicable Partnership and the returns on those Real Estate Investments sold will be reduced as a result of allocating all expenses among such Real Estate Investments. In addition, the ability of Grandview to diversify the risks of Real Estate Investments will depend upon the size, characteristics, types and class of investments available. Such lack of diversification (or a limited degree of diversification) increases risk because the aggregate return may be substantially adversely affected by the unfavorable performance of even a single investment.

28. Follow-on Investments. The Partnerships may be called upon to provide follow-on funding for Real Estate Investments or have the opportunity to increase investment in such Real Estate Investments. There can be no assurance that Grandview will wish to make follow-on investments or that the relevant Partnerships will have sufficient funds to do so. Any decision by Grandview not to make follow-on investments or its inability to make them may have a substantial negative impact on a Real Estate Investment in need of such an investment or may diminish Grandview's ability to influence the Real Estate Investment's future development.

29. Risks Relating to REIT Qualification. Certain of the Partnerships may form entities to serve as real estate investment trusts (each, a "REIT") and intend for the REITs to satisfy the requirements for qualification as "real estate investment trusts" and that their proposed method of operation will enable the REITs to meet the requirements for continued qualification as "real estate investment trusts" under the Code. Such qualification and taxation as a "real estate investment trust," however, depends upon each REIT's ability to meet, through actual annual operating results, asset types, distribution levels and diversity of stock ownership, the various qualification tests imposed under the Code. Accordingly, no assurance can be given that the actual results of any REIT's operation for any particular taxable year will satisfy such requirements. In the event that Grandview elects to qualify an entity as a "real estate investment trust" but such entity fails to so qualify then, depending on how the entity elected treatment as a "real estate investment trust," either (i) the entity would be subject to tax on its taxable income at regular corporate rates and distributions from the entity to its members would not be deductible by the entity or (ii) the investment in the entity would generate UBTI for tax-exempt investors. Further, the anticipated income tax treatment described herein may be changed, perhaps retroactively, by legislative or administrative action at any time.

30. UBTI. An investment in the applicable Partnership likely will result in "unrelated business taxable income" for employee benefit plans and other tax-exempt investors. The applicable Partnership may invest a portion of its capital commitments in a REIT. The applicable REIT would then invest in Real Estate Investments, provided that such investments would allow the REIT to continue to qualify as a real estate investment trust for purposes of the Code. The acquisition of Real Estate Investments, including with debt-financing, by the applicable REIT will not result in UBTI for tax-exempt investors, provided that the REIT is not deemed closely held by pension plans (a so called "pension-held REIT"). The balance of the capital commitments will be invested by the applicable Partnership, directly or indirectly, in Real Estate Investments, without regard to REIT considerations. Such investments may result in the recognition of UBTI by the applicable Partnership. No assurances can be given that the applicable REIT will qualify as a real estate investment trust or that the applicable Partnership will be able to reduce UBTI for tax-exempt investors.

31. Government Regulation. The real estate industry is extensively regulated and subject to frequent regulatory change. The adoption of new legislation or changes in existing laws or new interpretations of existing laws can have a significant impact on methods of doing business, costs of doing business and amounts of reimbursement from governmental and other agencies. The real estate industry is and will continue to be subject to varying degrees of regulation and licensing by federal and state regulatory authorities in various states and localities.

32. Financial Fraud. Instances of fraud and other deceptive practices committed by senior management of certain companies in which the Partnerships invest may undermine Grandview's due diligence efforts with respect to such companies, and, if such fraud is discovered, negatively affect the valuation of such investments.

33. Counterparty Risk. Grandview may effect certain transactions in "over-the-counter" or "interdealer" markets or through private transactions. The participants in such markets and the counterparties in such private transactions are typically not subject to credit evaluation and regulatory oversight as are members of "exchange-based" markets. This may expose the applicable Partnership to the risk that a counterparty will not settle a transaction because of a credit or liquidity problem, thus causing the applicable Partnership to suffer a loss. Such "counterparty risk" is accentuated for contracts with longer maturities where events may intervene to prevent settlement, or where Grandview has concentrated its transactions with a single or small group of counterparties. Grandview is not restricted from dealing with any particular counterparty or from concentrating any or all of its transactions with one counterparty.

34. Public Health Risk. Public health crises such as the rapid spread of infectious diseases may increase short-term market volatility and could have adverse long-term effects on the U.S. and non-U.S. economies and markets generally. Epidemics and pandemics, such as those caused by new strains of viruses including severe acute respiratory syndrome, avian flu, H1N1/09 flu and, most recently, the novel coronavirus (COVID-19), are expected to increase as international travel continues to rise. The outbreak of an infectious disease or any other serious public health concern, together with any resulting restrictions on travel or quarantines imposed, could directly and indirectly have a negative impact on the performance of a Partnership's Real Estate Investments by, among other things: causing disruptions in economic conditions; decreasing investor confidence; disrupting financial markets and the ability to conduct business in key business centers; causing loss or displacement of employees; interrupting business activities, supply chains and transactional activities; disrupting travel; and negatively impacting local, national and international markets and economies generally, as well as particular industries and counterparties. COVID-19 is expected to result in many or all of these consequences and have a negative impact on many of the regions in which the Partnerships' Real Estate Investments are located in material respects, creating particularly devastating consequences for certain industries such as transportation, hospitality and entertainment, and increasing the likelihood of defaults occurring, including potential counterparty, investor, financing and tenant defaults. As a result, COVID-19 presents material uncertainty as to the performance of the Partnerships and their Real Estate Investments.

35. Risks from Climate Change. A Partnership may invest in Real Estate Investments where its businesses, and the activities of its clients and customers, could be disrupted by climate change. Potential physical risks from climate change may include (among other things) altered distribution and intensity of rainfall, prolonged droughts or flooding, increased frequency of wildfires, rising sea levels and a rising heat index. In addition, these physical changes may prompt changes in regulations or consumer preferences which in turn could have negative consequences for the business models of the Real Estate Investments.

These climate driven changes could have a negative impact on the economy, and business activity in locations in which a Partnership may invest.

36. Cyber Security Breaches and Dependence on Information and Technology Systems. The information and technology systems of Grandview and, if applicable, the portfolio companies of its Partnerships are vulnerable to damage or interruption from network failures, computer and telecommunication failures, usage errors by their respective professionals, loss or corruption of data, power outages and catastrophic events such as fires, tornadoes, floods, hurricanes and earthquakes. In addition, these systems are subject to cyber security incidents and events from time to time, which may include computer viruses, attacks on information technology infrastructure, infiltration by unauthorized persons and other security breaches. Breaches of these systems could involve attacks that are intended to obtain unauthorized access to confidential or proprietary information, destroy data or disable, degrade or sabotage these systems, often through the introduction of computer viruses or other cyberattacks and could originate from a wide variety of sources, including unknown third parties outside the firm. If these systems are compromised, become inoperable for extended periods of time or cease to function properly, Grandview, the Partnerships and/or a portfolio company may incur significant time or expense to fix or replace them and to seek to remedy the effects of such issues. In the case of cyber security breaches, substantial costs may be incurred, including those associated with the forensic analysis of the origin and scope of the breach, increased and upgraded cyber security, identity theft, unauthorized use of proprietary information, litigation, adverse client reaction, the dissemination of confidential and proprietary information, and reputational damage. The failure of these systems and/or of disaster recovery plans for any reason could cause significant interruptions in the operations of Grandview, the Partnerships and/or a portfolio company, create a strategic loss of investment opportunities, and result in a failure to maintain the security, confidentiality or privacy of sensitive data, including personal information relating to investors (and the beneficial owners of investors).

Although Grandview takes various measures to ensure the integrity of these systems and manage the risks described above, there are inherent limitations in such measures, including the possibility that certain risks have not yet been identified. Any such failures, interruptions or breaches could harm the reputation of Grandview, the Partnerships and/or a portfolio company, could subject any such entity and its respective affiliates to legal claims, including as described above, and to regulatory inquiry and/or action, or could otherwise affect their business and financial performance. Grandview, the Partnerships and/or a portfolio company could also be significantly affected if the information and technology systems of third parties with which they conduct business are subject to similar failures, interruptions or breaches. In addition, insurance and other safeguards may only partially reimburse Grandview, the Partnerships or their applicable portfolio companies for any resulting losses, if at all.

C. The following risks apply to certain types of investments which Grandview may recommend to the Partnerships:

1. Bridge Financings. From time to time, the Partnerships may make short-term, unsecured loans to Real Estate Investments in anticipation of a future issuance of equity or long-term debt securities or other refinancing. Such bridge loans would typically be convertible into a more permanent, long-term security; however, for reasons not always within Grandview's control, such long-term securities may not be issued and such bridge loans may remain outstanding. In such event, the interest rate on such loans may not adequately reflect the risk associated with the unsecured position taken by the applicable Partnership.



2. Risks of Acquiring Mortgage Loans; Lender Liability. Any investment by a Partnership in the making or acquiring of mortgage loans will be subject to a variety of legal and non-legal risks. Commercial mortgage loans in which the Partnerships may invest are secured by multifamily or commercial property and are subject to risks of delinquency, foreclosure, and loss that are greater than similar risks associated with loans made on the security of single-family residential property. Loans in which the Partnerships invest may be, at the time of their acquisition, or may become, after acquisition, nonperforming for a wide variety of reasons. The ability of a borrower to repay a loan secured by an income-producing property typically is dependent primarily upon the successful operation of such property rather than upon the existence of independent income or assets of the borrower, but it may also be affected by a number of other factors including changes in laws or regulations and changes in economic conditions. If the net operating income of the property is reduced, the borrower's ability to repay the loan may be impaired. Certain of the mortgage loans in which the Partnerships invest may be structured so that all or a substantial portion of the principal will not be paid until maturity, which increases the risk of default at that time. If the real estate loans made by the Partnerships become non-performing loans, such loans may require a substantial amount of workout negotiations and/or restructuring, which may entail, among other things, a substantial reduction in the interest rate and a substantial write-down of the principal of such loan. However, even if a restructuring were successfully accomplished, a risk exists that, upon maturity of such real estate loan, replacement "takeout" financing will not be available. Any loans that are made or acquired by the Partnerships will also be subject to certain risks relating to the legal aspects of mortgage loans. Depending upon the applicable state law governing mortgage loans (which laws may differ substantially), the applicable Partnership may be adversely affected by the operation of state law with respect to its ability to foreclose mortgage loans, the borrower's right of redemption, the enforceability of assignments of rents, due-on-sale and acceleration clauses in loan instruments, as well as other creditor's rights provided in such documents. The foreclosure process varies jurisdiction by jurisdiction and can be lengthy and expensive. In addition, the applicable Partnership may be subject to liability as a lender with respect to its negotiation, administration, collection and/or foreclosure of mortgage loans. Moreover, because Grandview will attempt to obtain, in connection with any mortgage loans that it does make or acquire, contractual rights to participate in or substantially influence the management of properties by borrowers, the likelihood is increased that a borrower may claim that the applicable Partnership interfered with the borrower's business, acted in bad faith in exercising its management rights or otherwise acted in a manner giving rise to a claim for lender liability. As a lender, the applicable Partnership may also be subject to penalties for violation of state usury limitations, which penalties may be triggered by contracting for, charging or receiving usurious interest. Borrowers often resist foreclosure actions by asserting numerous claims, counterclaims and defenses against the holder of a real estate loan including, without limitation, lender liability claims and defenses, even when such assertions may have no basis in fact, in an effort to prolong the foreclosure action. In some states or other jurisdictions, foreclosure actions can take up to several years or more to conclude. During the foreclosure proceedings, a borrower may have the ability to file for bankruptcy, potentially staying the foreclosure action and further delaying the foreclosure process. Bankruptcy laws may also adversely affect the priority of the applicable Partnership's collateral through doctrines such as equitable subordination or may result in a restructure of the debt through principles such as the "cramdown" provisions of the bankruptcy laws. Notwithstanding the outcome of any foreclosure action, in the event of any default under a mortgage loan held directly by the applicable Partnership, it will bear a risk of loss of principal to the extent of any deficiency between the value of the collateral and the principal and accrued interest of the mortgage loan, which could have a material adverse effect on the profitability of the applicable Partnership. Foreclosure litigation tends to create a negative public image of the collateral property and may result in disrupting ongoing leasing and management of the property.

3. Loan Participations and Assignments. The Partnerships may invest in fixed- and floating-rate loans, which investments generally will be in the form of loan participations and assignments of portions of such loans. Purchases of participations in real estate loans raise many of the same risks as investments in real estate loans and also carry risks of illiquidity and lack of control. Participations and assignments also involve special types of risk, including credit risk, interest rate risk, and the risks of being a lender. Participations in commercial loans may be secured or unsecured. Loan participations typically represent direct participation in a loan to a corporate borrower, and generally are offered by banks or other financial institutions or lending syndicates. When purchasing loan participations, the applicable Partnership assumes the credit risk associated with the corporate borrower and may assume the credit risk associated with an interposed bank or other financial intermediary. In such case, the Partnerships may only be able to enforce their rights through the lender, and may assume the credit risk of the lender in addition to the borrower. The participation interests in which the Partnerships invest may not be rated by any nationally recognized rating service. Investments in loans through a direct assignment of a financial institution's interests with respect to the loans may involve additional risks. For example, if a loan is foreclosed, the applicable Partnership could become part owner of any collateral, and would bear the costs and liabilities associated with owning and disposing of the collateral. In addition, it is conceivable that, under emerging legal theories of lender liability, the applicable Partnership could be held liable as a co-lender. In addition, during periods of increased instability in the debt market, such investments may have a higher risk of illiquidity.

4. Mortgage-Backed and Asset-Backed Securities. Mortgage-backed securities represent an interest in a pool of mortgages. When market interest rates decline, more mortgages are refinanced, and the securities are paid off earlier than expected. Prepayments may also occur on a scheduled basis or due to foreclosure. When market interest rates increase, the market values of mortgage-backed securities decline. At the same time, however, mortgage refinancings and prepayments slow, which lengthens the effective maturities of these securities. As a result, the negative effect of the rate increase on the market value of mortgage-backed securities is usually more pronounced than it is for other types of fixed-income securities. Asset-backed securities are structured like mortgage-backed securities, but instead of mortgage loans or interests in mortgage loans, the underlying assets may include, but are not limited to, such items as leases of various types of real property. The ability of an issuer of asset-backed securities to enforce its security interest in the underlying assets may be limited. Asset-backed securities are subject to many of the same risks as mortgage-backed securities. In addition, during periods of increased instability in the credit markets, marketing of such securities may be extremely difficult as well as limiting the ability to use such securities as collateral for other investments because of difficulties in the valuation of such securities.

5. Mezzanine Investments. Certain debt securities in which the Partnerships invest may be subordinated to substantial amounts of senior indebtedness. The ability of Grandview to influence a company's affairs, especially during periods of financial distress or following insolvency, is likely to be substantially less than that of senior creditors. Accordingly, Grandview may not be able to take the steps necessary to protect some of its Real Estate Investments in a timely manner or at all. In addition, certain debt securities in which the Partnerships may invest may not be protected by financial covenants, may have limited liquidity, and may not be rated by a credit rating agency. Such Real Estate Investments may be subject to early redemption features, refinancing options, pre-payment options, or similar provisions which, in each case, could result in the issuer repaying the principal on an obligation earlier than expected, resulting in a lower return to the applicable Partnership than projected. In many cases, Grandview's management of its Real Estate Investments and its remedies with respect thereto, including the ability to

foreclose on any collateral securing such Real Estate Investments, will be subject to the rights of the senior lenders and contractual inter-creditor provisions.

6. Debt Securities. Debt securities are subject to the risk of an issuer's ability to meet principal and interest payments on the obligation (credit risk) and may also be subject to price volatility due to such factors as interest rate sensitivity, market perception of the creditworthiness of the issuer and general market liquidity (market risk). With fixed income securities, a rise in interest rates typically causes a fall in values, while a fall in interest rates typically causes a rise in values. The risk of debt securities can vary significantly depending upon factors such as the issuer and maturity. For example, the issuer of a security or the counterparty to a contract may default or otherwise become unable to honor a financial obligation. The debt securities of some issuers may be riskier than others. The Partnerships may purchase low-rated or unrated debt securities. Such securities may offer higher yields than do higher rated securities, but generally involve greater volatility of price and risk of principal and income, including the possibility of default by, or bankruptcy of, the issuers of the securities. The lack of a liquid secondary market for low and unrated debt securities may have an adverse impact on Grandview's ability to dispose of such securities and may make it more difficult for Grandview to obtain accurate market quotations.

7. Distressed Securities. The Partnerships may purchase, directly or indirectly, securities and other obligations of companies that are experiencing significant financial or business distress, including companies involved in financial restructurings and bankruptcy or other reorganization and liquidation proceedings, and may have a more active participation in the affairs of the issuer than is generally assumed by an investor. Although such purchases may result in significant returns, they involve a substantial degree of risk and may not show any return for a considerable period of time. In fact, many of these securities and investments ordinarily remain unpaid unless and until the company reorganizes and/or emerges from bankruptcy proceedings, and, as a result, may have to be held for an extended period of time. A wide variety of considerations, including, for example, the possibility of litigation between the participants in a bankruptcy, reorganization or liquidation proceeding or a requirement to obtain mandatory or discretionary consents from various governmental authorities or others, may affect the value of these securities and investments. The uncertainties inherent in evaluating such investments may also be increased by legal and practical considerations which limit Grandview's access to reliable and timely information concerning material developments affecting a company, or which cause lengthy delays in the completion of the bankruptcy, liquidation or reorganization proceedings. The level of analytical sophistication, both financial and legal, necessary for successful investment in companies experiencing significant business and financial distress is unusually high. There is no assurance that Grandview will correctly evaluate the nature and magnitude of the various factors that could affect the prospects for a successful reorganization or similar action.

#### **Item 9. Disciplinary Information**

There are no legal or disciplinary events that are material to a client's or prospective client's evaluation of Grandview's advisory business or the integrity of its management.

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

A. Not applicable.

B. Not applicable.

- C. Grandview expects to serve as manager to the Partnerships formed by it and affiliates of Grandview are expected to serve as their general partners.

Grandview and its affiliates will devote such time as shall be necessary to conduct the business affairs of each of its Partnerships in an appropriate manner. However, personnel of Grandview and its affiliates will work on several projects at any time and, therefore, conflicts may arise in the allocation of personnel and other management resources. Grandview and its affiliates will not be required to manage any one Partnership as its sole and exclusive function, and Grandview, its affiliates and their respective agents, officers, directors and employees may engage in or possess any interests in business ventures and may generally engage in other activities independently or with others, including the rendering of advice or services of any kind to other investors and the making or management of other investments or other investment partnerships.

Not all investments which are consistent with the applicable Partnership's investment objectives will be presented to such Partnership. In some instances, Real Estate Investments may be made available to and shared with other funds managed or advised by Grandview or its affiliates, and thus the entire investment opportunity relating to a potential Real Estate Investment will not be available to the applicable Partnership. The allocation of investment opportunities among Partnerships for which such investment opportunities may be suitable will be determined in accordance with the limited partnership agreements of the relevant Partnerships.

From time to time Grandview may enter, or cause any Partnership to enter, into transactions with other affiliates. Grandview or the applicable Partnership and the other party to a particular transaction may have divergent interests. Moreover, there may be uncertainties regarding the valuation of investments that are subject to these transactions. Investors other than those represented on the applicable Partnership's advisory committee (if such Partnership has an advisory committee) may have no opportunity to participate in the evaluation of the terms or merits or valuation of any such transactions and will be bound by the consent of such advisory committee.

To the extent any matter relating to a Partnership involves a conflict of interest, as determined by the general partner of the Partnership in good faith, and is not otherwise provided for in the Partnership's limited partnership agreement, such general partner shall generally address such conflict by consulting with the Partnership's advisory committee or, in certain cases, the limited partners of such Partnership.

- D. Not applicable.

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

- A. Grandview seeks to adhere to certain standards of ethical conduct and care by all its personnel. In seeking to meet these standards, Grandview has adopted a Code of Ethics (the "Code of Ethics"). The Code of Ethics incorporates the following general principles that all supervised persons of Grandview and its affiliates are expected to uphold: they must seek to act in the best interests of clients; they must at all times comply with all applicable federal and state securities laws and

regulations; all personal securities transactions must be conducted in a manner consistent with the Code of Ethics; information concerning the identity of securities and financial circumstances of clients must be kept confidential; and violations of the Code of Ethics must be promptly reported to Grandview's Chief Compliance Officer (the "CCO"). The Code of Ethics also places restrictions on personal trades by access persons of Grandview and its affiliates, including requiring that they disclose certain personal securities holdings and transactions to the CCO on a periodic basis and that they obtain pre-approval from the CCO for certain personal securities transactions. Supervised persons of Grandview and its affiliates are also required to acknowledge in writing that they have received the Code of Ethics and that they have complied and will comply with the Code of Ethics.

Grandview will provide copies of the Code of Ethics to any client or prospective client upon request.

- B. Grandview and its affiliates expect to make and/or recommend investments in the Partnerships advised by it. As a consequence, conflicts of interest may arise in connection with decisions or recommendations made by Grandview, including with respect to the nature or structuring of investments made by the Partnerships, that may be more beneficial for one investor than for another investor, especially with respect to investors' individual tax situations.

In limited circumstances, Grandview or its affiliates may buy or recommend for client accounts investments in which Grandview or its affiliates have a material financial interest. It is possible that, prior to the final closing of a Partnership formed by Grandview, Grandview or its affiliates will identify and use their own capital to acquire investments intended for future transfer to such Partnership ("Warehoused Investments"). Grandview would address the potential conflicts of interest that could arise in connection with Warehoused Investments by identifying in writing the Warehoused Investments to be transferred to investors in advance. The purchase price that will be paid by the applicable Partnership for a Warehoused Investment upon transfer to such Partnership would be set at the acquisition cost of such Warehoused Investment (including fees, expenses and costs incurred in connection therewith) plus a specified amount that would be disclosed in advance to investors as interest thereon. Generally, the Partnerships may otherwise only purchase assets from the applicable General Partner or its affiliates with the prior approval of the applicable Partnership's advisory committee or, in certain cases, the limited partners of such Partnership, and the terms of any such purchase must be no less favorable to the applicable Partnership than could have been obtained through arm's-length negotiations.

- C. Grandview and its affiliates may invest in the Partnerships as described in Item 11.B. Grandview or its affiliates may in limited other circumstances invest in the same securities that it recommends to clients, as follows. To the extent that an investment by a Partnership exceeds the applicable contractual investment limitations or is otherwise not in such Partnership's best interest, Grandview or its affiliates may co-invest in such investment. The conflict of interest would be mitigated by specified co-investment procedures that must be followed before Grandview or its affiliates may make such co-investment as co-investment requirements (if any) imposed under the applicable Partnership's governing documents. Before taking any co-investment opportunity, Grandview would be required to offer such co-investment opportunity to investors in the applicable

Partnership, subject to Grandview's right to allocate investments among the applicable Partnership and any other Partnership managed or advised by Grandview or its affiliates or a blind pool investment vehicle having investment objectives and strategies substantially similar to the investment objectives and strategies of the applicable Partnership. Grandview may also offer co-investment opportunities to certain strategic investors before offering them to investors in the applicable Partnership. Only after investors in the applicable Partnership do not elect to contribute all of the co-investment capital may Grandview and non-strategic investors contribute the co-investment capital. In addition, Grandview may cause the applicable Partnership to invest in publicly traded entities or mutual funds in which Grandview or its affiliates own securities representing less than 5% by value. The Partnerships may also invest some of their assets through REITs, in which Grandview or its affiliates may hold interests that they purchased in order for such REITs to qualify as "real estate investment trusts" under the Code. Generally, the consent of the applicable Partnership's advisory committee would be required in other circumstances for such Partnership to invest in any entity in which Grandview or its affiliates have an economic interest.

- D. Grandview's Code of Ethics restricts the personnel of Grandview and its affiliates from buying or selling securities at or about the same time as client transactions other than as described in Item 11.C above. Trades will not be permitted in a security if it relates to a company on Grandview's restricted list, which will include any company under consideration for investment by Grandview for a Partnership account and any public company about which Grandview may have access to material non-public information.

#### **Item 12. Brokerage Practices**

- A. Not applicable.
- B. Not applicable.

#### **Item 13. Review of Accounts**

- A. Grandview expects to continuously review its Partnership accounts for purposes of ensuring that each Partnership's investment objectives are satisfied as described in Item 4.C, including in regular meetings to discuss recent developments in Partnership assets, acquisitions and other matters. Grandview expects to carefully monitor the Real Estate Investments in which its Partnerships invest and generally evaluate such Real Estate Investments on an ongoing basis. Grandview's supervised persons expect to meet semi-annually to evaluate the assets of each Partnership in order to determine their current value. Supervised persons who conduct this review would include the CEO, President and Managing Partners.
- B. Not applicable.
- C. Grandview expects to provide annually to the investors in its Partnerships audited financial statements and a summary of certain fees or expenses paid to third parties for the provision of non-customary goods or services to the applicable Partnership. On a quarterly basis, each investor will

receive the unaudited financial statements of the applicable Partnership, as well as an unaudited statement of investors' equity and a cash flow transaction report. On a quarterly basis, each investor will receive a schedule and description of the Real Estate Investments owned by the applicable Partnership as of the end of the quarter and a schedule of the Real Estate Investments acquired or disposed of by the applicable Partnership during the quarter. On a semi-annual basis, each investor will receive a report on the applicable Partnership's activities and results for the six-month period and an update on each Real Estate Investment. Following the acquisition of Real Estate Investments, the investors will receive reports regarding the investment via the company website.

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

While not viewed as a client referral arrangement, Grandview notes that it and its affiliates may from time to time engage one or more persons to act as a placement agent for a Grandview-formed Partnership in connection with the offer and sale of interests to certain prospective investors. Any fees charged by placement agents would be paid by Grandview or else paid by the applicable Partnership and reimbursed by Grandview.

#### **Item 15. Custody**

Upon formation of a Partnership, client funds and securities held by such Partnership (other than privately offered securities) are expected to be maintained with an independent qualified custodian. In addition, Grandview expects to be exempt from certain provisions of Rule 206(4)-2 under the Investment Advisers Act of 1940 (the "Custody Rule") because Grandview's clients are expected to be limited partnerships or other pooled investment vehicles that meet the requirements under paragraph (b)(4) of the Custody Rule.

#### **Item 16. Investment Discretion**

For Partnerships to be formed by Grandview, Grandview expects to have discretionary authority to manage securities accounts on behalf of such clients. Expected limitations on this authority are described in Item 4.C. above. This authority is expected to be granted pursuant to the governing documents of each client, including its limited partnership agreement.

#### **Item 17. Voting Client Securities**

Due to the nature of Grandview's investment programs and the types of investments made on behalf of its clients, Grandview would rarely, if ever, be requested to vote the proxies of traditional operating companies. Nonetheless, Grandview has adopted proxy voting policies and procedures designed to ensure that proxies are properly voted and that any conflicts of interest are addressed appropriately. The general policy is to vote proxy proposals as well as any amendments, consents or resolutions relating to client securities (collectively, "proxies"), in a manner that serves the best interests of client accounts, as determined by Grandview in its discretion, taking into account various factors, including, without limitation, the impact on the value of the securities. Clients may request a copy of Grandview's

proxy voting policies and procedures and the proxy voting record relating to their account by contacting Grandview (see applicable contact information on the cover page of this brochure).

**Item 18. Financial Information**

Not applicable.