

FORM ADV PART 2A: INVESTMENT ADVISER BROCHURE

***ACORE* CAPITAL, LP**

**80 East Sir Francis Drake Blvd., Suite 2A
Larkspur, CA 94939
<http://www.acorecapital.com>**

March 30, 2020



This Investment Adviser Brochure (“Brochure”) provides information about the qualifications and business practices of *ACORE* Capital, LP. If you have any questions about the contents of this Brochure, please contact us at (415) 917-4403. The information in this Brochure has not been approved or verified by the United States Securities and Exchange Commission (the “SEC”) or by any state authority.

ACORE Capital, LP is an investment adviser registered with the SEC under the Investment Advisers Act of 1940, as amended (the “**Advisers Act**”). However, such registration does not imply a certain level of skill or training.

Additional information regarding *ACORE* Capital, LP is also available on the SEC’s website at www.adviserinfo.sec.gov.

ITEM 2 **MATERIAL CHANGES**

This brochure, dated March 30, 2020 (this “**Brochure**”), serves as an update to our brochure dated March 31, 2019 (the “**Prior Brochure**”). This page discusses only specific material changes since the date of the Prior Brochure and provides a summary of such changes.

This Brochure contains the following material changes since the date of the Prior Brochure:

- Item 5 was revised to enhance disclosures concerning expenses paid by the private funds.

In addition, this Brochure contains certain non-material changes, including routine annual updating changes and enhanced disclosures. We recommend that all recipients read this Brochure carefully and in its entirety.

ITEM 3 **TABLE OF CONTENTS**

	<u>Page</u>
ITEM 2	Material Changes i
ITEM 3	Table of Contents ii
ITEM 4	Advisory Business1
ITEM 5	Fees and Compensation2
ITEM 6	Performance-Based Fees and Side-By-Side Management6
ITEM 7	Types of Clients6
ITEM 8	Methods of Analysis, Investment Strategies and Risk of Loss.....7
ITEM 9	Disciplinary Information.....13
ITEM 10	Other Financial Industry Activities and Affiliations.....13
ITEM 11	Code of Ethics, Participation or Interest in Client Transactions and Personal Trading.....14
ITEM 12	Brokerage Practices23
ITEM 13	Review of Accounts24
ITEM 14	Client Referrals and Other Compensation.....24
ITEM 15	Custody25
ITEM 16	Investment Discretion25
ITEM 17	Voting Client Securities26
ITEM 18	Financial Information.....26

ITEM 4 ADVISORY BUSINESS

ACORE Capital, LP (“**ACORE**”) is a Delaware limited partnership and a registered investment adviser that began operations in April 2015. ACORE provides investment advisory services to its clients with respect to real estate debt and securities investments, which include separately managed accounts (“**Separate Accounts**”) and private investment funds (each an “**ACORE Fund**”, and together with “**Separate Accounts**”, each a “**Client**” and collectively, the “**Clients**”).

ACORE is controlled by ACORE Capital GP, LLC, its general partner, which, in turn, is controlled by a seven-member board of directors (the “**Board**”). ACORE’s day-to-day investment management activities are undertaken by its principals (the “**Principals**”).

ACORE provides discretionary and non-discretionary investment advice to Clients for which it primarily originates, acquires and manages commercial real estate loans and securities and other commercial real estate-related debt investments. ACORE’s investment advisory services to its Clients consist of identifying and evaluating investment opportunities, negotiating, managing, financing and monitoring investments, and achieving dispositions for such investments.

ACORE’s investment advisory services to each Client are tailored in accordance with such Client’s investment strategy as set forth in the applicable private placement memorandum (or other applicable disclosure documents), partnership agreement or declaration of trust (or similar governing document) and/or investment management agreement (each a “**Governing Document**”, and collectively, the “**Governing Documents**”). ACORE’s advisory services are further described below under Item 8 “*Methods of Analysis, Investment Strategies and Risk of Loss.*”

All investors in the ACORE Funds participate in the overall investment program for the applicable ACORE Fund, but in certain cases, investors may be excused or excluded from a particular investment due to legal, regulatory or other applicable constraints. ACORE has entered into other written agreements (“**Side Letters**”), subject to any applicable requirements or limitations in the respective Governing Documents, with certain ACORE Fund investors that have the effect of establishing, supplementing or altering rights under the applicable Governing Documents or an investor’s subscription agreement. Separate Account Clients negotiate the terms of their investments on a case-by-case basis.

As of December 31, 2019, ACORE has \$14,308,389,680 in regulatory assets under management. Regulatory assets under management consist of \$4,516,778,078 of discretionary assets under management and \$9,791,611,602 of non-discretionary assets under management.

ITEM 5 FEES AND COMPENSATION

The following provides a general description of fees, compensation and expenses for ACORE Clients. With respect to any particular Separate Account Client, while the description below is generally applicable, fees and expenses can vary as they are individually negotiated. Additionally, ACORE Fund investors should review the applicable Governing Documents for further information.

Fees for Separate Accounts

For its services provided to Separate Account Clients, ACORE generally is entitled to receive quarterly: (i) a management fee (“**Management Fees**”), which is based on the cost or value of the investments managed and payable in arrears or, at the time the investment is made, based on a stated rate; and (ii) if and to the extent earned, an incentive fee (the “**Incentive Fee**”), which is based on the performance of the applicable investments. ACORE in the past was and in the future may be in some instances also entitled to a fee based on the amount of the Client’s commitment (the “**Commitment Fee**”), which is payable in arrears and assessed at a stated rate during the investment period. With respect to each of the foregoing, such fees are calculated in accordance with the terms and conditions set forth in the applicable Governing Documents.

Separate Account Client fees are either deducted from a client’s assets invested with ACORE at the payment date, withheld from distributions or invoiced at an appropriate time. Management Fees generally are prorated for any quarterly period that is less than a full three months. As further described in the applicable Governing Documents, Separate Account Clients that invest in illiquid investment strategies generally have a limited ability to withdraw from their account.

Further, the Incentive Fee charged by ACORE may, in some instances, be subject to a clawback, depending upon the performance of the applicable investments following the payment of such Incentive Fee. Such clawback provisions, where applicable, are further described in detail in the applicable Governing Documents.

Fees for ACORE Funds

ACORE receives management fees similar to what is described above for Separate Account Clients in connection with providing investment advisory services to an ACORE Fund. Such management fees payable to ACORE are, and may in the future be reduced by the amount of any placement agent fees paid by such ACORE Fund (see Item 14 “*Client Referrals and Other Compensation*” below). The amount and manner of such reduction is and will be set forth in the Governing Documents of the applicable ACORE Fund.

Due to the illiquid nature of certain investment strategies, ACORE Fund investors will generally have a limited ability to withdraw from their fund. ACORE or an affiliate receives

performance-based fees or carried interest distributions from ACORE Funds (see “*Performance-Based Fee and Side-by-Side Management*” below).

ACORE has in the past and may in the future form vehicles to permit ACORE Fund investors, Separate Account Clients or other third parties to co-invest with an ACORE Fund or Separate Account Client. Such vehicles may or may not be subject to management fees, performance-based fees or carried interest distributions. Where a vehicle bears management fees, performance-based fees or carried interest distributions, ACORE may agree to reduce those management fees, performance-based fees and/or carried interest distributions for certain large or strategic investors through Side Letter arrangements. To the extent any fees or carried interest distributions would be charged or received by ACORE with respect to co-invest vehicles, such fees or distributions will generally be negotiated on a vehicle-by-vehicle basis, but in some cases include commitment-based fees, management fees, performance-based fees and/or carried interest distributions, expense reimbursements or other administrative fees similar to those described in this Item 5.

Additional specific details of management fees, performance-based fees or carried interest distributions, fund expenses and fee waivers for ACORE Funds are and will be set forth in the ACORE Funds’ respective Governing Documents.

Certain investors in an ACORE Fund or Separate Account, for instance, related persons and employees of ACORE, may not pay management fees and/or are not subject to performance-based fees and/or carried interest distributions in connection with their investment.

Additional Fees and Expenses

The fees described above are not inclusive of all the fees and expenses which Clients would bear.

The following are examples of certain fees and/or expenses that Clients will bear (directly or indirectly), to the extent provided in the Client’s Governing Documents: (i) all fees and expenses relating to the custody of a Client’s assets; (ii) all expenses in respect of income taxes payable in respect of the investments made on behalf of a Client; (iii) fees and expenses which are directly attributable to the enforcement of a Client’s rights and remedies with respect to any investment having been made on behalf of a Client; (iv) attorneys’ fees and expenses in connection with litigation with respect to any investments; (v) fees and expenses associated with borrowing and loan servicing fees; (vi) diligence and research-related expenses, including news and quotation equipment and services, and travel expenses, including in relation to researching potential or unconsummated investments; and (vii) expenses related to negotiating, entering into, holding, monitoring, servicing, enforcing rights related to, and disposing of investments, including legal expenses, broken deal expenses, servicing fees, collateral manager expenses, margin and hedging

expenses (in each case, including, for unconsummated transactions, expenses that would have been borne by co-investors or co-investment vehicles).

In addition, generally, and except as otherwise set forth in the Governing Documents of an ACORE Fund, ACORE Funds will also bear all offering and organizational expenses incurred in the formation of the ACORE Fund and applicable general partner, and the offering of interests or shares in the ACORE Fund, including fees and expenses related to registering the ACORE Fund for marketing in any jurisdiction up to an amount specified in the Governing Documents of the applicable ACORE Fund. Organizational expenses in excess of this amount, if any, ultimately will be borne by ACORE via an offset to the management fee. Except as otherwise set forth in the Governing Documents of an ACORE Fund, ACORE will ultimately bear all fees and out-of-pocket expenses of any placement agent that solicits investors for the ACORE Funds via an offset to the management fee.

Generally, and except to the extent otherwise set forth in the Governing Documents of each ACORE Fund, ACORE Funds will bear its own expenses, including, but not limited to (i) research and due diligence expenses (including news and quotation subscriptions, market or industry research expenses, information technology subscription expenses and fees related to research and due diligence, consultant or expert expenses); (ii) legal and administrative expenses (including fees, costs and expenses incurred in connection with the registration of the ACORE Fund for marketing in any jurisdiction (including ongoing registration fees charged by regulators and any fees, costs and expenses incurred in complying with the disclosure reporting and other similar obligations under the Alternative Investment Fund Managers Directive, as implemented in any relevant jurisdiction (and including any secondary legislation, rules and/or associated guidance) and any related requirements) and including expenses related to meeting the ACORE Fund's general partner's and its affiliates' obligations under Side Letters); (iii) advertising and marketing costs with respect to potential borrowers; (iv) fees, costs and expenses incurred in respect of, or charged by, any custodian and/or depositary appointed in relation to the safeguarding, administering and/or holding of the assets of the ACORE Fund; (v) custodial expenses and bank charges; (vi) insurance of documents of title against loss in shipment, transit or otherwise; (vii) fees, costs and expenses incurred in relation to compliance with applicable laws and regulations and the operation and administration of the Partnership generally; (viii) other investment expenses (whether such investments are consummated or not), including reasonable travel expenses incurred in connection with the operation of the ACORE Fund and the management of its investments and other expenses in connection with investigating, researching, making, managing, monitoring, holding, developing, constructing, rehabilitating, zoning, marketing, advertising, financing, refinancing, restructuring, amending, modifying, renegotiating, and disposing and selling investments and/or property (including in foreclosure), including legal, administrative and servicing expenses, expenses and fees related to broken or unconsummated deals; (ix) costs of engaging, obtaining and preparing third-party reports; (x) premiums and other costs of insurance (which, at the expense of the general partner, may include coverage for matters

which are not indemnifiable by the ACORE Fund); (xi) environmental or other analyses; (xii) entitlement costs, development fees, construction fees, collateral manager expenses and fees; (xiii) margin and hedging expenses; (xiv) any other expenses related to consummated or unconsummated investments (including expenses that would have been borne by co-investors or co-investment vehicles); (xv) management fees and any other amounts payable pursuant to an investment advisory agreement, administrative services agreement or other similar agreement; (xvi) costs of tenant and capital improvements; (xvii) costs and expenses of operating, marketing and selling properties in foreclosure; (xviii) other transfer, filing, registration and similar expenses paid on behalf of the ACORE Fund (including such expenses with respect to transactions that are not consummated and third-party expenses related to Form 13F, 13H, Form PF, etc.); (xix) brokerage and finders' fees and commissions and discounts; (xx) accounting, audit and tax preparation fees and expenses; rating agency fees and expenses; (xxi) appraisal and appraisal agent fees and expenses; (xxii) loan servicing and loan servicing agent fees and expenses; (xxiii) loan administration fees and expenses; (xxiv) financing, investment banking, valuation and valuation agent fees and expenses; (xxv) third-party reporting and other out-of-pocket costs relating to the ACORE Fund's operations, activities, investments or business; (xxvi) interest on indebtedness of the ACORE Fund and other fees and expenses associated with any borrowings by the ACORE Fund (including, but not limited to, costs related to the establishment of one or more credit facilities and the costs of maintaining, refinancing, varying or upsizing such credit facilities, as applicable, and any usage fees or other fees or expense related to such credit facilities); (xxvii) costs and expenses related to indebtedness as between the ACORE Fund and any subsidiary, special purpose vehicle or alternative investment vehicle of the ACORE Fund; (xxviii) litigation (including potential litigation) and indemnification costs and expenses, including the costs of judgments and settlements (including the expenses of the "partnership representative" and the "designated individual"); (xxix) taxes, fees or other governmental charges (if any) required to be paid or withheld by the ACORE Fund; (xxx) reasonable audit, tax preparation, mailing and postage, facsimile, and printing expenses; (xxxi) expenses of liquidating the ACORE Fund; (xxxii) fees and expenses of any advisory committee and expenses incurred by ACORE, the ACORE Fund, its general partner, and its limited partners in connection with authorizations, consents or meetings of the partners or advisory committee, including travel and lodging expenses; (xxxiii) expenses incurred in connection with any tax audit, investigation, settlement or review of the ACORE Fund; (xxxiv) all extraordinary expenses of the ACORE Fund and (xxxv) all similar expenses of any subsidiary, alternative investment vehicle or special purpose vehicle of the ACORE Fund.

Expenses incurred in respect of more than one Client will be allocated and borne among those Clients as determined by ACORE in good faith to be fair and equitable.

The lists above are not intended to be exhaustive; prospective and existing investors are advised to review the applicable Governing Documents for a more extensive description of the fees and expenses associated with an investment with ACORE.

Subject to the provisions of the applicable Governing Documents, ACORE is in certain circumstances also entitled to upfront fees and expense reimbursements from borrowers in connection with the processing and administration of loans it manages on behalf of Clients. Such fees are generally expected to be borne by borrowers, but under certain circumstances will be remitted to ACORE by a Client on behalf of such borrower.

ITEM 6 PERFORMANCE-BASED FEES AND SIDE-BY-SIDE MANAGEMENT

As described under Item 5 “*Fees and Compensation*” ACORE receives, directly or through an affiliate, performance-based fees and/or carried interest distributions based upon the performance of Clients. In any particular strategy, there are differences in the terms of the performance-based fees and/or carried interest distributions. The fact that ACORE is in part compensated based on the performance of an ACORE Fund or a Separate Account in certain circumstances creates an incentive for ACORE to make investments on behalf of Clients that are riskier or more speculative than would be the case in the absence of the performance-based arrangement.

ACORE has adopted policies and procedures to operate in a manner whereby all of its Clients are treated fairly and equitably and to minimize the risk of any potential conflicts of interest. In doing so, ACORE and its personnel endeavor to ensure that all Clients are treated fairly as to the investments purchased or sold for their accounts and are treated fairly in the allocation of investments (see Item 11 “*Code of Ethics, Participation or Interest in Client Transactions and Personal Trading – Conflicts of Interest*” below).

ITEM 7 TYPES OF CLIENTS

As of the date of this Brochure, ACORE provides discretionary and non-discretionary investment advisory services to Separate Account Clients, and discretionary investment advisory services to the ACORE Funds. ACORE also provides discretionary or non-discretionary investment advisory services to additional Clients. ACORE’s Clients generally invest in debt interests in commercial real estate-related assets. ACORE Funds generally include investment partnerships or other investment entities formed under U.S. or non-U.S. laws and operated pursuant to exemptions from registration under the Investment Company Act of 1940, as amended (the “**1940 Act**”). Investors in ACORE Funds, Separate Accounts or other real estate-related vehicles include, but are not limited to, pension plans, endowments, corporate and business entities, foundations, trusts, sovereign wealth funds and high net worth individuals, as well as ACORE’s Principals and employees. Minimum account balances for Separate Account Clients and minimum capital commitments for investors in ACORE Funds are established on a case-by-case basis, and occasionally are subject to waiver of such minimum. ACORE Fund interests or shares are generally offered and sold only to investors that are (i) “accredited investors” as defined under Regulation D of the Securities Act of 1933, as amended and (ii) “qualified purchasers” as

defined under Section 2(a)(51) of the 1940 Act. Although not currently the case, additional eligibility requirements may apply to certain ACORE Funds in the future.

ITEM 8* **METHODS OF ANALYSIS, INVESTMENT STRATEGIES AND RISK OF LOSS*

General

ACORE is a private investment firm focused on providing investment advice related to debt investments backed by commercial real estate-related assets. ACORE's investment advisory services to its Clients consist of identifying and evaluating investment opportunities, negotiating investments, managing, financing and monitoring investments, and achieving dispositions for such investments. ACORE identifies potential investment opportunities for its Clients through a variety of sources and bases a portion of its investment analyses on information obtained from working with industry professionals, such as industry consultants, property management and leasing professionals, other investors, brokers, and other real estate specialists.

There can be no assurance that ACORE will achieve the investment objectives of its Clients and a loss of investment is possible.

Investment Strategy

ACORE intends to provide investors with attractive risk-adjusted returns through various real estate market cycles by primarily investing in public and/or private mortgage or other real estate-related debt and in controlling or non-controlling equity and other interests, in each case, in or relating to real estate-related investments.

ACORE's likely investment targets, either originated directly or acquired, include, but are not limited to:

- First mortgage loans;
- Second mortgage loans;
- Mezzanine debt;
- Loan participations;
- Senior or subordinated mortgage loan components;
- Controlling and non-controlling equity;
- CMBS bonds;
- Public and private debt securities; and

- Preferred and non-preferred equity.

ACORE's investment team is responsible for evaluating lending and other real estate-related debt and equity investment opportunities, and making asset allocations and security selections on a daily basis for its Clients. The screening process for potential investments involves several steps, which vary depending on the type of asset being proposed for origination/acquisition. ACORE pursues a disciplined investment strategy on behalf of its Clients, with a focus on fundamental research and bottom-up valuation. ACORE's investment analysis methods include fundamental, technical and/or cyclical research. With respect to mortgage-related investments, ACORE analyzes the underlying collateral, including the fair market value, physical condition, projected cash flow and interest coverage, competitive position in the relevant market, and the abilities of the asset or property manager. In the normal course, ACORE typically (1) contacts local industry experts, property managers and professionals and (2) reviews industry periodicals and newsletters to develop its analysis for investment recommendations. ACORE generally evaluates investment decisions by paying attention to underlying asset-by-asset valuation, potential downside protection, long-term supply-demand fundamentals, financial sponsorship, and the ability of the collateral to service the debt. In formulating its investment recommendations, a written memorandum is typically prepared for the applicable Client's investment committee (each, an "**Investment Committee**") describing the due diligence conducted on the proposed origination/acquisition, and this summary is provided to such Investment Committee.

Subject to the foregoing, the applicable Investment Committee will generally meet as necessary to control, manage, direct and approve (i) all acquisitions of, or investments in, loans or properties, in each case in respect of the Separate Account Clients, ACORE Funds, any other related investment entities or any of their respective subsidiaries, and (ii) all debt or equity financings in connection with such acquisitions or investments.

ACORE also makes investment recommendations in cash management instruments from time to time for purposes of capital preservation or short-term re-investment.

Risks

Generally, investing in securities and other investment assets involves risk of loss of the principal amount invested. Investors in ACORE Funds and Separate Accounts should be prepared to bear any risk of loss. Investing in the real estate sector raises unique investment risks, as summarized below. The risk summary contained herein is intended solely as a summary of certain risks that ACORE believes are generally applicable to Clients and investors in ACORE Funds and Separate Accounts, and is not an exhaustive list of risks. Investors should review the applicable Governing Documents for additional information and risk factors.

- ACORE's investment strategies and expertise rely on key professionals. The departure of any of these key professionals from ACORE could adversely impact ACORE's investment performance.
- The failure of ACORE Fund investors to fund commitments when due could adversely affect an ACORE Fund's ability to complete its investment program and, if substantial defaults on commitments, to continue operations.
- Real estate asset investing can include the use of leverage which, among other things, can increase the risk of loss during unfavorable economic conditions.
- Assets in which ACORE invests on behalf of its Clients are often illiquid, thus making them hard to value and liquidate, particularly in unfavorable market conditions. Additionally, interests in ACORE Funds are expected to be subject to restrictions on transfer pursuant to the Securities Act.
- There is risk of loss associated with mortgage loans and mortgage-backed securities. These instruments are subject to default, foreclosure timeline extension, fraud and commercial and residential price depreciation, unfavorable modification of loan principal amount and interest rate and amortization of principal. Any of the foregoing events can result in investment losses.
- To the extent assets are backed by mortgage instruments, prepayment adversely affect the total return from any debt investments, under certain circumstances.
- Some mortgage-related instruments may include distressed opportunities, which can increase the potential for risk of loss.
- Certain Clients are subject to various state and federal regulatory requirements, including, without limitation, in respect of their business as an originator, lender, acquirer, or servicer of commercial real estate loans.
- There are risks related to a real estate investment vehicle's organization such as limitations prescribed by the 1940 Act in the case of an ACORE Fund.
- Investment strategies and analysis may not always accurately project targeted returns because the considerations and assumptions underlying any projected returns are subject to uncertainty.
- The performance of investments in real estate-related assets can be influenced by the performance of counterparties under leases and other contracts, the performance of which will be dependent on the credit quality of such counterparties. Defaults by such counterparties could adversely affect the value of these assets and the ability of borrowers to service related debt.
- Real estate and real estate-related debt investments are subject to risks not associated with investments in more liquid assets. For instance, real estate and real estate-related

debt investments can experience fluctuations and cycles in value during any holding period. Some factors attributable to the marketability and value of real property and related debt include, but are not limited to, the following: (i) changes in general or local economic conditions; (ii) changes in supply or demand for the particular property type; (iii) fluctuations in occupancy and rents for real property; (iv) changes in interest rates; (v) government regulation related to land-use and zoning, environmental protection and occupational safety; (vi) unavailability of mortgage funds, making property disposition difficult; (vii) the financial condition of consumers of real property; (viii) insurance coverage; (ix) natural disasters, (x) threat of terrorism, and (xi) health epidemics.

- Real estate-related investments are subject to certain environmental risks associated with environmental claims, environmental regulations and occupational safety issues and concerns.
- Any changes in the insolvency laws in a jurisdiction in which such assets are acquired could affect ACORE's ability to collect under personal guarantees and other types of borrower-specific credit enhancements.
- Real estate-related asset investing may lack a diversified pool of assets compared to other types of investment funds, such as funds that trade in publicly traded securities.
- Typically, distributions from and contributions by an investor to an ACORE Fund or Separate Account are denominated in U.S. dollars. Investments, however, may be denominated in currencies other than the U.S. dollar. Therefore, the value of these non-U.S. dollar denominated investments will depend in part on the strength of the U.S. dollar relative to the value of the currency in which the investment is denominated at many points throughout the life of the investment.

Additional Risks

Interest Rate Risk

As outlined in Item 8 "*Methods of Analysis, Investment Strategies and Risk of Loss*" above, ACORE generally invests on behalf of its Clients in real estate-related debt investments. During periods of falling interest rates and/or contracting credit spreads, the values of real estate-related debt investments generally rise. Conversely, during periods of rising interest rates or increasing credit spreads, the values of real estate-related debt investments generally decline. Moreover, the prices of longer maturity debt securities are subject to greater market fluctuations as a result of changes in interest rates over time than is the case for shorter term investments. Real estate-related debt investments are also 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 risks associated with market perception of the creditworthiness of the issuer/borrower and general market liquidity.

Interest Rate and/or Currency Hedging

In the future, ACORE may participate in interest rate hedging and/or currency hedging strategies on behalf of its Clients. Subject to any limitations in the applicable Governing Document, ACORE, on behalf of a Client, may enter into interest rate and/or currency forward contracts, futures contracts, swaps, swaptions, caps, collars, and other options contracts. In general, these hedging transactions are entered into with the expectation of mitigating to varying degrees the risks associated with future changes in either interest rates or currency exchange rates. However, there is no assurance that these hedging transactions will be effective as anticipated and investing in these instruments can increase the risk to the Client. Additionally, such hedging arrangements may also cause the Client to be exposed to the creditworthiness of the selected hedging provider(s) from time to time. If the hedging arrangements are terminated at any time in accordance with their terms, the Client may be liable to make a payment to or receive a payment from the hedging provider in connection with such termination reflecting the market value of the transactions comprising such hedging arrangements. If a Client is required to make such a payment, it may be required to liquidate investments to do so. If permitted by a Client's Governing Documents, ACORE may also temporarily invest the Client's assets in money market funds and/or other liquid, short term securities for cash management purposes.

Infrastructure Risks

ACORE's business is highly dependent on its communications and information systems. Any failure or interruption of such systems could cause delays or other problems in its activities. This, in turn, could have a material adverse effect on a Client's operating results and, consequently, negatively affect the net asset value of the Client and its ability to pay distributions to its investors. In addition, because many Clients' borrowers operate and rely on network infrastructure and enterprise applications and internal technology systems for development, marketing, operational, support and other business activities, a disruption or failure of any or all of these systems in the event of a major telecommunications failure, cyber-attack, fire, earthquake, severe weather conditions or other catastrophic event could cause system interruptions, delays in product development and loss of critical data and could otherwise disrupt their business operations.

Cyber Security Breaches and Identity Theft

ACORE, service providers of Clients and other market participants increasingly depend on complex information technology and communications systems to conduct business functions. These systems are subject to a number of different threats or risks that could adversely affect Clients and investors in Clients, despite the efforts of ACORE and the service providers of Clients to adopt technologies, processes and practices intended to mitigate these risks and protect the security of their computer systems, software, networks and other technology assets, as well as the confidentiality, integrity and availability of information belonging to Clients and investors in Clients. For example, unauthorized third parties have attempted to improperly access, modify,

disrupt the operations of, or prevent access to these systems of ACORE, the service providers of Clients, or counterparties or data within these systems. Third parties have also attempt to fraudulently induce employees, customers, third-party service providers or other users of ACORE's systems to disclose sensitive information in order to gain access to ACORE's data or that of a Client's investors. A successful penetration or circumvention of the security of ACORE's systems could result in the loss or theft of an investor's data or funds, the inability to access electronic systems, loss or theft of proprietary information or corporate data, physical damage to a computer or network system or costs associated with system repairs. Such incidents could cause Clients, ACORE or their service providers to incur regulatory penalties, reputational damage, additional compliance costs or financial loss.

Similar types of operational and technology risks are also present for a Client's borrowers, which could have material adverse consequences for such companies, and may cause the Client's investments to lose value.

Litigation

Some of the activities that ACORE engages in as part of its operations may result in litigation in which ACORE or Clients could be a party. ACORE may also become subject to legal proceedings in which it, and its Clients, are not parties (for instance, disputes involving ACORE's Principals, employees or affiliates or disputes in which ACORE or its Principals, employees or affiliates are subject to a subpoena). There can be no assurance that any such litigation would be resolved in favor of any Client. ACORE's Principals and employees may be required to dedicate business time to the resolution of a litigation or other dispute that would otherwise have been dedicated to a Client's investment activities.

Service Providers

ACORE and/or its affiliates have engaged or referred certain service providers to provide services to ACORE, Clients and/or Client's portfolio investments (e.g., borrowers). Such service providers are, in certain circumstances, investors in a Client or affiliates of such investors and may include, for example, investment bankers, outside legal counsel, pension consultants and/or other investors who provide services. The engagement of any such service provider may be concurrent with an investor's admission to a Client, or during the term of such investor's investment in the Clients. Additionally, employees of ACORE or its affiliates, and/or their family members or relatives may have ownership, employment, or other interests in such service providers. These relationships can create a conflict of interest or the appearance of a conflict of interest, for example, as ACORE may give such investor preferred economics or other terms with respect to its investment in a Client, may have an incentive to offer such investor co-investment opportunities that it would not otherwise offer to such investor, or these relationships could influence ACORE in determining whether to select, or recommend such service provider to perform services for a Client or a portfolio investment. Although ACORE selects service providers that it believes will

enhance the performance of the relevant Client(s), there is a possibility that ACORE, because of financial, business interest, or other reasons, may favor such retention or continuation even if a better price and/or quality of service could be obtained from another person. While ACORE often does not have visibility or influence regarding advantageous service rates or arrangements, there may be situations in which ACORE receives more favorable service rates or arrangements than the Clients or their portfolio investments.

Indemnification

A Client or the applicable general partner (if any) or ACORE on behalf of the Client has and expects to in the future enter into various agreements or arrangements which limit the liability of its service providers, including but not limited to ACORE and its affiliates, or other distribution or placement agents, accountants, auditors, legal counsel, prime brokers, custodians, depositaries and their affiliates, employees, officers and directors, and require the Client to indemnify and/or provide broad representations, warranties and covenants in favor of such persons.

ITEM 9 **DISCIPLINARY INFORMATION**

Neither ACORE nor any of its Principals or other management persons have been subject to any material legal or disciplinary events required to be discussed in this Brochure.

ITEM 10 **OTHER FINANCIAL INDUSTRY ACTIVITIES AND AFFILIATIONS**

Three of the members of ACORE's general partner's Board are executives, board members or both of certain Separate Account Clients ("**Initial Clients**"), as well as the parent companies of those Initial Clients. Such Board members have invested their personal capital and have a significant equity ownership in ACORE and its affiliates. One such Board member, along with an employee of an affiliate of the Initial Clients, serves on ACORE's Investment Committee for such Initial Clients, and may participate on other ACORE Investment Committees (any such participation will be disclosed to the applicable Clients), and therefore would participate in decisions such Investment Committees make with respect to investment opportunities for Clients. Please see Item 11 "*Code of Ethics, Participation or Interest in Client Transactions and Personal Trading*" for a fuller description of the conflicts of interest presented by these circumstances and how ACORE addresses such conflicts.

Third-party service providers, including attorneys, appraisers and insurance brokers are typically engaged by ACORE to close loan transactions. While neither ACORE nor its Principals are affiliated with such service providers, employees or Clients might be affiliated with certain vendors. Expenses relating to such services are typically borne by borrowers; however, in certain circumstances, ACORE Clients might pay for such expenses. ACORE has established policies and procedures to ensure that third-party service providers of good quality are selected and are appropriately supervised.

Additionally, ACORE or an affiliate acts as a general partner of ACORE Funds. A list of ACORE Funds is identified in Schedule D, Section 7.B.(1) of Part 1A of ACORE's Form ADV, available on the SEC's website at www.adviserinfo.sec.gov or upon request to ACORE's Chief Compliance Officer at (415) 917-4418.

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

Code of Ethics

ACORE has adopted a Code of Ethics and Securities Trading Policy and Procedures (the “Code”), which sets forth standards of conduct that are expected of ACORE's Principals and employees, and addresses conflicts that arise from personal trading. The Code requires certain ACORE personnel to report their personal securities transactions and to obtain pre-approval from ACORE's Chief Compliance Officer before acquiring or disposing of, directly or indirectly, beneficial ownership of certain categories of securities. A copy of the Code will be provided to any Client or prospective Client upon request to ACORE's Chief Compliance Officer at (415) 917-4418. Personal securities transactions by employees who manage Client accounts are required to be conducted in a manner that prioritizes the Client's interests in Client eligible investments.

Material Nonpublic or Other Confidential Information

ACORE and its affiliated persons come into possession, from time to time, of material nonpublic or other confidential information about public companies which, if disclosed, might affect an investor's decision to buy, sell or hold a security. Under applicable law, ACORE and its affiliated persons are prohibited from improperly disclosing or using such information for their personal benefit or for the benefit of any person, regardless of whether such person is a Client of ACORE. Accordingly, should ACORE or any of its affiliated persons come into possession of material nonpublic or other confidential information with respect to any public company, ACORE would be prohibited from communicating such information to Clients and may be prohibited from engaging in a transaction that it would otherwise undertake on behalf of a Client. ACORE will have no responsibility or liability for failing to disclose such information to, or undertake a transaction on behalf of, Clients as a result of following its policies and procedures designed to comply with applicable law.

Personal Trading

Subject to the Code and other applicable compliance policies and procedures adopted by ACORE from time to time (including ACORE's personal investments policy as discussed below), the Principals and other employees of ACORE are permitted to carry on personal investment activities for their own account and for family members, friends or others who are not ACORE Clients or who do not invest in any ACORE Funds. The investment advice that such Principal or

other employees give to such persons may differ from advice given to, or securities recommended or bought for, any ACORE Clients even though their investment objectives may be the same or similar.

Differing Investment Advice

ACORE's Principals and employees may also give advice and recommend investments to one Client which may differ from advice given to, or investments recommended for, another Client, even though each Client's investment objectives may be the same or similar. ACORE determines its investment advisory recommendations to Clients in a manner that it believes is fair and equitable and taking into consideration factors such as the following: the Client's investment restrictions and objectives (including those set forth in the relevant Client's Governing Documents, where applicable), strategy, risk profile, time horizon, tax sensitivity, tolerance for turnover, asset composition and cash level and applicable regulatory restrictions.

Performance-based Consideration

Although the performance-based consideration received by certain of ACORE's affiliates can create an incentive for ACORE's Principals to cause Clients to make riskier or more speculative investments than would otherwise be the case, ACORE's allocation policies prohibit it from allocating investments based on the potential for ACORE to earn performance-based consideration.

Conflicts of Interest

ACORE and its affiliates engage in a broad spectrum of investment activities. In the future, there may be instances where the interests of ACORE and its affiliates conflict with the interests of Clients or investors in Clients. The following discussion sets forth certain potential conflicts of interest, but does not necessarily describe all of the conflicts that may arise. Other conflicts are disclosed throughout this Brochure and the Brochure should be read in its entirety for other conflicts.

Allocations

Investments that are suitable for more than one Client will be allocated in a fair and equitable manner as determined by ACORE and its affiliates. ACORE's current policy in order to implement the foregoing is that such investment opportunities are generally expected to be allocated among Clients pro rata based on relative available capital; provided, that some Clients have size-based limits on sharing and ACORE may in the future change or create new or additional limits or waive limits without notice; provided, that ACORE expects that in many cases ACORE will determine that structural, financing/leverage, Client restrictions and other considerations make dividing an investment opportunity between more than one Client impracticable or inappropriate,

and so the opportunity will be allocated to one Client or a subset of Clients pursuant to a rotation policy. Under the current rotation policy, investment opportunities will rotate through one or more rotation queues on a sequential basis.

Notwithstanding the foregoing, such allocation policy, including whether on a pro rata allocation or rotational basis or such other fair and equitable basis, may be adjusted as determined by ACORE in its sole discretion, including, but not limited to, for certain additional considerations that ACORE may deem appropriate, such as (i) any strategic value a particular Client might potentially add to the opportunity; (ii) the source of the investment and any relationship to a particular Client and the relationship of the opportunity to existing investments held by a Client; (iii) any potential conflicts of interest created by the investment opportunity or any reporting, public relations, competitive or confidentiality concerns that may arise in connection with providing the opportunity to a particular Client; (iv) the ability of the Client to accommodate structural, financing/leverage, timing and other aspects of the investment process; (v) avoiding de minimis allocations; (vi) diversification and current portfolio compositions; (vii) legal, tax, contractual, exclusivity, regulatory or other considerations deemed relevant; and (viii) the availability of suitable investments for each Client.

ACORE's allocation policy provides that if ACORE has identified an investment opportunity larger than the maximum investment size guidelines of all Clients, and sharing among all Clients is not practical, ACORE will rotate the investment opportunity among all Clients (as a separate queue) in order to identify whether the investment opportunity may be structured such that one or more Clients may take advantage of the opportunity. The maximum investment size guidelines of Clients may apply on a per investment or per individual property basis. If a previously allocated investment opportunity is not consummated, the Client previously allocated such investment opportunity will have its queue position associated with such investment opportunity in the applicable queue restored. In addition, ACORE may periodically review the number of investment opportunities that fail to close and allocate additional investment opportunities to Clients disproportionately affected by failed investment opportunities. Certain other Clients may have restrictions on co-investing in investment opportunities or may have the ability to consent to such co-investments in advance, or ACORE may determine that such co-investment is not otherwise in the interests of such other Client, and, as a result, there is no guarantee or any obligation that a Client will agree or would be permitted to share any investment opportunity with another Client.

The application of the allocation policy is a fact-intensive exercise. While ACORE will base its allocation decisions on the information available at the time, this information may prove, in retrospect, to be incomplete or imperfect. Furthermore, the weight ascribed to certain considerations will evolve over time in response to, among other things, changes in market conditions, the competition ACORE faces for investments and the mix of opportunities available to Clients.

In addition, the ultimate character of an investment opportunity may not become clear until a great deal of diligence and analysis has been completed by the personnel pursuing such investment opportunity and investment opportunities that are outcomes of heavily-negotiated transactions of the type pursued by ACORE are capable of being structured in a variety of ways, each of which presents its own particular investment profile. There can be no assurance that the application of the foregoing allocation policies will result in the allocation of a specific investment opportunity to a Client or that a Client will participate in all investment opportunities falling within its investment objective. Re-allocation of investment opportunities may be necessary as and when ACORE determines that the investment opportunity is no longer suitable for the client to which it was originally allocated. ACORE will implement its allocation policy, evaluate investment suitability, weight the factors described above (which will not be weighted equally) and make investment allocation decisions in its sole discretion. In addition, ACORE may adopt internal procedures to implement its allocation policy from time to time. The allocation policy discussed above and any procedures adopted by ACORE pursuant to its allocation policy may be amended, modified or supplemented at any time without prior notice to Clients or investors in a Client.

Management of Clients

The existence of current Clients and other future accounts or funds poses conflicts of interest, including with respect to the devotion of time and allocation of resources by ACORE and its Principals and employees as well as the allocation of investment opportunities. See “*Allocations*” above for more information. The Governing Documents of ACORE Funds contain certain requirements with respect to the devotion of time of ACORE and its key employees, as well as certain restrictions on the formation of certain successor funds. ACORE also has the ability to resolve certain conflicts as set forth in the Governing Documents of the ACORE Funds, including the submission of certain conflicts to an advisory committee established in respect of such ACORE Fund for approval. Subject to the provisions of the applicable Governing Documents, on a matter constituting a conflict of interest, the general partner of an ACORE Fund and ACORE will be guided by their respective fiduciary duties to the investors in such ACORE Fund as well as to other Clients, and will manage such conflicts of interest in good faith. If necessary to resolve such conflicts, ACORE may cause a Client to take such steps as foregoing an investment opportunity or divesting investments that it might otherwise have taken advantage of or continued to hold in the absence of such conflict, or otherwise take other actions that it might not have taken and there is no guarantee that such actions would not ultimately have the result of disadvantaging such Client.

In addition, certain employees, representatives or persons associated with current Clients could in the future have observer rights with respect to an ACORE Fund’s investment committee and the investment committee of other Clients.

Further, subject to applicable law, ACORE has caused, and expects from time to time to cause, Clients to enter into cross-trades with other Clients in accordance with the applicable Governing Documents. There is no guarantee that the price at which a Client seeks to purchase or sell assets via a cross-trade with another Client will represent the price at which an unaffiliated third party would sell such assets to the Client or that the price at which the Client seeks to sell securities to another Client will represent the price at which an unaffiliated third party would purchase such assets from the Client. Third-party pricing information used for pricing validation may at times not be readily available or readily available from a sufficient number of third parties or, if available, may not be considered reliable. In addition, such investments may be difficult to value, and the price at which such assets will be bought and sold between the Client and such other Clients would therefore be subject to ACORE's valuation process and any adopted valuation and pricing methodology and there is no guarantee that such values will be those an unaffiliated third party would pay or values that will ultimately be realized. While ACORE may seek to confirm that its valuations are within a range of fair market value, it is generally not required to do so, and its determination of fair market value may be at the high or the low end of any such range, or its determination may be in conflict with that of a third-party valuation agent.

Certain Affiliations

Certain members of the Board hold various executive-level positions and board memberships at companies that are Clients of ACORE and their parent companies. One such Board member, along with an employee of an affiliate of the Initial Clients, serves on ACORE's Investment Committee for such Initial Clients, and may participate on other ACORE Investment Committees (any such participation will be disclosed to the applicable Clients), and therefore would participate in decisions such Investment Committees make with respect to investment opportunities for Clients. Such persons have a conflict of interest in being incentivized to allocate favorable investment opportunities to the Initial Clients rather than to other Clients with whom they have no relationship. Additionally, in light of the Initial Clients' role as ACORE's first Clients, ACORE agreed to give them certain preferential terms, including fee breaks and rebates based on ACORE's overall performance, and observer rights with respect to other ACORE Investment Committees. Certain investors have broad observer rights on ACORE Investment Committees. However, consistent with ACORE's fiduciary duty as a registered investment adviser, ACORE will, in its decision-making processes, see to it that all Clients are treated fairly as to the investments purchased or sold for their accounts and are treated fairly in the allocation of investments.

ACORE's employees, Principals, and beneficial owners are generally permitted to invest in alternative investment funds, real estate funds, hedge funds or other investment vehicles, including potential competitors of a Client and are also permitted to invest in equity of real estate deals, as well as in certain instances loans in real estate transactions, subject to policies and procedures adopted by ACORE and such limitations as are set forth in the applicable Governing

Documents, including requiring certain pre-approvals of such investments. In certain instances, sponsors or services providers with respect to such deals may be sponsors or service providers with respect to transactions entered into by a Client. Neither Clients nor investors in a Client will receive any benefit from any such investments by ACORE's employees, Principals or beneficial owners. See "*Other Investments*" below for more information regarding such policies and procedures.

Transactions Related to Affiliates of and Clients Advised by ACORE

A Client may seek to refinance a loan or extend new credit to a borrower that has a current loan with an affiliate of ACORE or another Client advised by ACORE where that loan is nearing maturity or the borrower is seeking alternative financing, or in certain circumstances another such affiliate or client of ACORE may lend to an existing borrower. Such loan may be originated directly with the borrower or through a third-party broker.

Other Investments

The general partner of an ACORE Fund, the Principals, members of the investment committee of ACORE, and employees of ACORE currently have and may in the future acquire other investments or organize other investment funds with overlapping objectives with those of Clients. In addition, ACORE or its affiliates currently, and expect to in the future, serve as investment adviser or manager for Clients whose mandates include investing in assets that would be suitable for other Clients. However, ACORE's personal investments policy currently prevents employees of ACORE (including ACORE's managing partners) from investing in investments eligible for a Client's mandate, other than (i) through certain investment accounts or pooled investment funds managed by ACORE (to the extent such investment accounts or funds are permitted to be formed in accordance with the Governing Documents relating to other Clients); (ii) whole loan investments having a fully-funded loan amount of less than certain specified de minimus amounts (which vary depending on the type of investment); or (iii) direct or indirect debt or preferred equity interests held by such persons that are (A) passive investments (e.g., investments in which such persons do not have any control or management rights over the applicable borrower or the applicable real estate and hold only protective or anti-dilutive or similar rights) or (B) held through publicly offered vehicles where employees of ACORE (including ACORE's managing partners) in the aggregate own less than a 5% equity interest in such publicly offered vehicle. ACORE may amend its personal investments policy without prior notice to Clients or investors in a Client.

In addition, employees of ACORE (including ACORE's managing partners) are restricted from requesting financing from ACORE or Clients for any entity in which they have a direct or indirect interest; provided that the foregoing shall not apply to (i) direct or indirect debt or preferred equity interests held by employees of ACORE (including ACORE's managing partners) that are (A) passive investments (e.g., investments in which such persons do not have control or

management rights over the applicable borrower or the applicable real estate and hold only protective or anti-dilutive or similar rights) or (B) held through publicly-offered vehicles where employees of ACORE (including ACORE's managing partners) in the aggregate own less than a 5% equity interest in such publicly-offered vehicle; or (ii) interests held indirectly through a Client.

While ACORE and its affiliates will attempt to fairly allocate investment opportunities between Clients as set forth above under "*Allocations*" above, such attempts could result in a Client not participating in certain investments, and could result in better returns for another Client that did participate in such investment. Principals, members of the investment committee of ACORE, and employees of ACORE currently have, and are expected in the future to have, investments in one or more Clients, and such investments could create an incentive for such Principals or employees of ACORE or investment committee members to act in a manner more beneficial to such Clients in order to increase the value of such investments to the detriment of other Clients. Notwithstanding the foregoing, Principals, members of the investment committee of ACORE, and employees of ACORE may also make investments in one or more other investment funds or entities sponsored by unaffiliated third parties, and such funds or entities may pursue investment strategies substantially similar in whole or in part to those of other Clients. As previously noted, ACORE has adopted policies and procedures to ensure that employees place the interests of Clients first and all clients are treated fairly.

Board Membership

Employees of ACORE, the Principals and members of the investment committee of ACORE with or without compensation, hold positions on the boards of directors of certain private and/or public companies or in certain charitable organizations. Any such person who so serves will devote a portion of his or her time in the future to their duties associated with such positions.

Co-Investment Opportunities

ACORE may, in its sole discretion, offer co-investment opportunities to one or more Clients, investors in a Client or third parties. In general, (i) no Client or investor in a Client will have a right to participate in any co-investment opportunity, (ii) decisions regarding whether and to whom to offer co-investment opportunities are made in the sole discretion of ACORE or its related persons considering such factors as ACORE considers relevant, (iii) co-investment opportunities will likely be offered to some and not other Clients, investors in a Client or other persons, in the sole discretion of ACORE or its related persons, which may include affiliates of or investors in ACORE and its related persons, or certain strategic partners of ACORE, and Clients or investors in a Client may be offered a smaller amount of co-investment opportunities than originally requested, (iv) certain persons other than Clients and investors in a Client (e.g., third parties or certain affiliates of or investors in ACORE and its related persons) may be offered co-investment opportunities, in the sole discretion of ACORE or its related persons, and ACORE will enter into agreements to provide co-investment opportunities with certain persons that it does not

provide to others, and (v) co-investors may purchase their interests in a borrower at the same time as a Client or may purchase their interests from a Client after it has consummated its investment in the borrower (also known as a post-closing sell down or transfer). In the case of a post-closing sell down, ACORE may, in its discretion, decide to charge at cost plus interest, or may determine not to charge a co-investor interest costs for the time period between the closing of a Client's investment in a borrower and the date of the transfer of interests in such borrower to the applicable co-investor. Notwithstanding the foregoing, ACORE in its sole discretion has the right to and will determine to provide certain persons, including persons that may be Clients and investors in a Client, rights, including priority rights, with respect to co-investment opportunities that are not otherwise available to other Clients or investors in a Client and without prior notice of such rights. ACORE may receive compensation from a third party for a co-investment opportunity, or may receive other benefits from providing such co-investment opportunities, which would create conflicts with respect to the allocation of co-investment opportunities (x) as between Clients and such persons, and (y) as between investors in a Client and other persons seeking co-investment opportunities. Additionally, non-binding acknowledgements of a Client's or an investor's interest in co-investment opportunities are not investment allocation requirements and do not require ACORE to notify the recipients of such acknowledgements if there is a co-investment opportunity.

In certain cases, a co-investment vehicle, or other similar vehicle established to facilitate the investment by co-investors alongside a Client will be formed in connection with the consummation of a transaction, and an affiliate of ACORE will generally serve as the general partner, managing member, or equivalent thereof. In the event a co-investment vehicle is created, the investors in such co-investment vehicle will typically bear all expenses related to its organization and formation and other expenses incurred solely for the benefit of the co-investment vehicle. The co-investment vehicle will generally bear its pro rata portion of expenses incurred in the making of an investment. As a general matter, no co-investor or co-investment vehicle will bear expenses related to a proposed but not consummated transaction or break-up fees until they are contractually committed to invest in the prospective investment, and generally the relevant Client(s) would bear all such expenses and fees related to unconsummated investments.

Related Services

ACORE and its affiliates provide services with respect to borrowers and may receive fees from, actual or prospective investment entities or Clients. Each Client's proportionate share of such fees (based on such Client's proportionate interest versus the proportionate interest of any other Client or third party) will generally be paid to the account of such Client or will reduce management fees payable by such Client, to the extent set forth in the applicable Governing Documents.

While ACORE and its affiliates do not currently, they may in the future engage and retain senior advisors, advisers, consultants, and other similar professionals who are not employees or

affiliates of ACORE and who, from time to time, receive payments from, or allocations with respect to, borrowers and/or other entities which may dilute a Client's participation or the availability of co-investment opportunities, however ACORE and its affiliates believe such relationships may, in certain circumstances, be additive to ACORE's and Clients' activities. In such circumstances, such amounts will not be deemed paid to or received by ACORE and its affiliates and such amounts will not be subject to the management fee offset described above.

Side Letter Agreements; Advisory Committee Rights

ACORE has in the past, and may in the future, enter into Side Letter arrangements with certain investors in ACORE Funds providing such investors with different or preferential rights or terms, including but not limited to different or preferential information rights, economics, fees and liquidity or transfer rights. Except as otherwise agreed with an investor, ACORE (or applicable general partner of an ACORE Fund) is not required to disclose the terms of Side Letter arrangements to any investors not subject to such Side Letter arrangements.

ACORE has established, and expects in the future to establish, advisory committees, consisting of representatives of investors of ACORE Funds. A conflict of interest may exist when some, but not all investors are permitted to designate a member to the advisory committee. The advisory committee will generally have the ability to approve conflicts of interests with respect to ACORE and the applicable ACORE Fund, which could be disadvantageous to the investors, including those investors who do not designate a member to the advisory committee. The members of an advisory committee may be representatives of investors that have conflicting investment, leverage, tax and other interests with respect to their investments in the applicable ACORE Fund and there is no guarantee that any advisory committee member's interests will be aligned with any other investor in such ACORE Fund. Furthermore, certain investors in the ACORE Funds could have the right to appoint more than one voting member of the advisory committee. As a general matter, members of an advisory committee will not have any fiduciary duties to the related ACORE Fund or its investors.

Service Providers

ACORE, its affiliates and Clients will often engage common legal counsel and other advisers in a particular transaction, including transactions in which there are conflicts of interest. Members of the law firms engaged to represent Clients may be investors in a Client, or other clients advised or managed by ACORE's affiliates, and may also represent one or more borrowers or investors in a Client or client advised or managed by ACORE's affiliates. In the event of a significant dispute or divergence of interest between Clients and ACORE and/or its affiliates, the parties may engage separate counsel in the sole discretion of ACORE and its affiliates. Moreover, in litigation and certain other circumstances separate representation may be required. Additionally, ACORE, its affiliates, Clients and borrowers may engage other common service providers. Employees of ACORE, its affiliates, and/or their family members or relatives may have ownership,

employment, or other interests in such service providers. In such circumstances, there can be a conflict of interest between ACORE, on the one hand, and Clients and borrowers, on the other hand, in determining whether to engage such service providers, including the possibility that ACORE may favor the engagement or continued engagement of such persons if it, an employee, or a family member of any employee receives a benefit from such service providers, such as lower fees applicable to ACORE or its affiliates due to aggregate purchasing, that it would not receive absent the engagement of such service provider by Clients and/or borrowers.

Investor Due Diligence Information

Due in part to the fact that potential investors in an ACORE Fund (including any potential purchaser of an interest in a secondary transaction) may ask different questions and request different information, ACORE may provide certain information to one or more prospective investors that it does not provide to all of the prospective or current investors of an ACORE Fund. In addition, certain investors in the ACORE Funds may be strategic investors directly or indirectly into ACORE, which would result in such investors receiving greater or different information regarding ACORE.

ITEM 12 BROKERAGE PRACTICES

In certain instances, ACORE may have the authority, without obtaining specific Client consent, to buy or sell publicly traded commercial real estate securities, to determine the amount of such securities to be bought or sold, and to determine which broker or dealer is to be used to execute any securities transaction. Transactions in these types of securities are anticipated to be infrequent and ACORE does not have such authority with respect to its existing Separate Account Clients. However, to the extent ACORE does so in the future, it generally intends to follow the brokerage practices described below.

If ACORE sells publicly traded securities for an ACORE Client, it is responsible for directing orders to broker-dealers to effect securities transactions for accounts managed by ACORE. In such event, ACORE will seek to select brokers on the basis of best execution, but ACORE will consider a number of factors when selecting a broker and is not required to obtain the lowest price. In selecting a broker to execute Client transactions, ACORE may consider a variety of factors, including: (i) execution capabilities with respect to the relevant type of order; (ii) commissions charged; (iii) the reputation of the firm being considered; and (iv) responsiveness to requests for trade data and other financial information.

Brokerage commissions on Client transactions may be directed to brokers in recognition of research furnished by them, although ACORE generally does not make use of such services at the current time and has not made use of such services since its inception. However, any such research services could include economic research, market strategy research, industry research,

company research, fixed income data services, computer-based quotation equipment and research services and portfolio performance analysis.

To the extent that ACORE engages in any public securities transactions, orders for purchase or sale of securities placed first will be executed first, and within a reasonable amount of time of order receipt. Where orders for ACORE Clients are completed independently, ACORE may also purchase or sell the same securities or instruments for several ACORE Clients simultaneously. From time to time, ACORE may, but is not obligated to, purchase or sell securities for several Client accounts at approximately the same time. Such orders may be combined or “batched” to facilitate obtaining best execution and/or to reduce brokerage commissions or other costs. Batched transactions are executed in a manner intended to ensure that no participating ACORE Client is favored over any other ACORE Client. When an aggregated order is filled in its entirety, each participating ACORE Client generally will receive the average price obtained on all such purchases or sales made during such trading day. When an aggregate order is partially filled, the securities purchased or sold will normally be allocated on a pro rata basis to each ACORE Client participating in such buy or sell order in accordance with the amount of securities originally requested for such ACORE Clients.

Each ACORE Client generally will receive the average price obtained on all such purchases or sales made during such trading day. Exceptions to pro rata allocations are permissible provided they are fair and equitable to ACORE Clients over time.

ITEM 13 **REVIEW OF ACCOUNTS**

The investments made by ACORE on behalf of its Clients are generally private, illiquid and long-term in nature. Accordingly, ACORE’s review process is not directed toward a short-term decision to dispose of securities. However, ACORE actively monitors and manages the assets and performance of its Clients, as well as evaluates potential exit strategies and other means of adding value for Clients with respect to the invested assets. Reviews are incorporated into quarterly reports to ACORE’s Clients and such reports typically contain financial information and summaries, performance, current investments, recent acquisitions, portfolio activity, detailed investment activity, and relevant developments in the property and financial markets.

ACORE will prepare reports to its Clients regarding their investments with ACORE in the form and containing such information as determined between the parties and agreed upon in the applicable Governing Documents.

ITEM 14 **CLIENT REFERRALS AND OTHER COMPENSATION**

ACORE has in the past, and may from time to time in the future engage one or more persons to act as a placement agent for a Client, either in connection with the offer and sale of interests in an ACORE Fund to certain potential investors or for the referral of potential Separate

Account Clients. Such placement agents generally will receive a fee based on a percentage of (i) the capital commitments for interests in such ACORE Fund that are subsequently accepted by such ACORE Fund's general partner with respect to such potential investors and (ii) certain fees and distributions payable in respect of such investors or, as applicable, Separate Account Clients.

Fees and expenses payable to such placement agents will be borne by ACORE either directly or, in the case of an ACORE Fund, indirectly through a dollar-for-dollar offset against the management fee as described in Item 5 "*Fees and Compensation*" above. Placement agents soliciting third-party investors in the U.S. will be registered as broker-dealers with the SEC and placement agents soliciting third-party investors outside the U.S. will be registered with a non-U.S. regulatory body to the extent such registration is required in the applicable non-U.S. jurisdiction.

ITEM 15 CUSTODY

To the extent required by the Advisers Act, Client assets are maintained or custodied with qualified custodians. However, in connection with the services ACORE provides to Clients, ACORE or an affiliate generally acts as general partner of each ACORE Fund and has broad discretion with respect to the assets of a Separate Account and may have similar arrangements in the future. Such powers cause and may in the future cause ACORE to have custody for purposes of the custody rule of the Advisers Act. Accordingly, ACORE Funds are subject to an annual audit conducted by an independent public accounting firm in accordance with U.S. generally accepted accounting principles and distributed to investors in the ACORE Funds within 120 days of the ACORE Funds' fiscal year end. To the extent that Clients for which ACORE has custody of their assets are not subject to such audits, ACORE undergoes an annual surprise examination by an independent public accountant to verify Client assets. Further, ACORE has a reasonable belief that Clients receive at least quarterly statements from the qualified custodian that holds and maintains Client assets. Clients who receive such statements should compare such official custodial records to any account statements that ACORE provides to Clients.

ITEM 16 INVESTMENT DISCRETION

ACORE will provide discretionary and non-discretionary investment advisory services to its Clients in accordance with, and subject to, the investment guidelines, objectives, limitations, other provisions and terms set forth in the applicable Client's Governing Documents.

Additionally, ACORE has in the past, and may in the future, enter into Side Letters with certain ACORE Fund investors whereby the terms applicable to such investor's capital commitment may be altered or varied, including, in some cases, to provide for reduced fees or the right to opt-out of certain investments for legal, tax, regulatory or other similar reasons. ACORE Separate Account Clients may negotiate limitations on ACORE's authority on a case-by-case basis.

ITEM 17 VOTING CLIENT SECURITIES

ACORE typically transacts in privately negotiated commercial real estate debt and securities and does not expect to vote proxies on behalf of its Clients, but has adopted proxy voting policies and procedures (the “**Proxy Policy**”) to address how it will vote proxies, as applicable, for any Client’s portfolio investments. The Proxy Policy seeks to ensure that ACORE votes proxies (or similar instruments) in the best interest of a Client including where there may be material conflicts of interest in voting proxies. ACORE believes that its interests are generally aligned with those of its Clients and therefore will not seek investor approval or direction when voting proxies. However, in the event that there is or may be a conflict of interest in voting proxies in a particular instance, the Proxy Policy provides that ACORE may address the conflict using several alternatives, including by seeking the approval or concurrence of the applicable Client, or, in the case of an ACORE Fund, its advisory board, on the proposed proxy vote or through other alternatives set forth in the Proxy Policy. In addition, the Proxy Policy sets forth certain specific proxy voting guidelines followed by ACORE when voting proxies on behalf of an ACORE Client. If you would like a copy of ACORE’s complete Proxy Policy or information regarding how ACORE voted particular proxies, please contact ACORE’s Chief Compliance Officer at (415) 917-4418 and the information will be provided to you at no charge.

ITEM 18 FINANCIAL INFORMATION

ACORE does not require prepayment of management fees more than six months in advance or have any other events requiring disclosure under this item of the Brochure.