

# AMERRA Capital Management, LLC

## Part 2A of Form ADV

### The Brochure

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March 31, 2023

**This Brochure provides information about the qualifications and business practices of AMERRA Capital Management, LLC (“AMERRA”). If you have any questions about the contents of this Brochure, please contact us at (212) 710-8033, (212) 843-8927 or (212) 843-8980. 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 securities authority. Registration with the SEC does not imply a certain level of skill or training.**

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

## Material Changes

AMERRA's most recent update to Part 2A of Form ADV was made on March 31, 2022. There have been no material changes to AMERRA's business activities since the time of that update, and AMERRA's Brochure is being prepared as part of its annual amendment.

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## Advisory Business

AMERRA serves as an investment manager to private investment partnerships, separately managed accounts and other investment vehicles organized to invest in and acquire, originate, structure and distribute corporate debt, loans and other financial instruments related to companies in the food and agribusiness sectors located in the Americas.

AMERRA serves as the investment manager to (i) AMERRA Agri Fund, L.P., a Delaware limited partnership, which launched in July 2009, AMERRA Agri Fund II, L.P., a Delaware limited partnership, which launched in May 2012, and AMERRA Agri Fund III, L.P., a Delaware limited partnership, which launched in July 2015 (collectively, the "Domestic Funds"), (ii) AMERRA Agri Offshore Fund, L.P., which launched in May 2010, AMERRA Agri Offshore Fund II, L.P. which launched in January 2013, and AMERRA Agri Offshore Fund III, L.P., which launched in April 2016 (collectively, the "Offshore Funds"), and (iii) AMERRA Agri PE Fund, L.P., a Delaware limited partnership, which launched in September 2016 (the "Private Equity Fund").

The Domestic Funds, the Offshore Funds, and the Private Equity Fund are collectively referred to herein as the "Partnerships." Affiliates of AMERRA serve as the general partners to the Partnerships (collectively, the "General Partner"). We refer to the Partnerships, the separately managed accounts and other investment vehicles as "Clients" in this brochure.

In providing services to each Client, AMERRA manages the accounts in accordance with the specified investment objective of each Client, directs and manages the investment and

reinvestment of each Client's assets, and provides periodic reports to investors in each Client.

For each Partnership, investment advice is provided directly to the Partnership and not individually to the limited partners of the Partnership. AMERRA manages the assets of each Partnership in accordance with the terms of the governing documents applicable to each Partnership.

AMERRA also provides investment management services to institutional and other investors through separately managed accounts and other investment vehicles. Separate account and other investment vehicle management is continuously provided for these investors based on agreed upon investment objectives.

A limited liability company formed under the laws of the state of Delaware in January 2009, AMERRA is primarily owned by Craig Tashjian, Nancy Obler, M.D. Sass-Macquarie Financial Strategies, L.P. and the Macquarie Group Limited. As of December 31, 2022, AMERRA managed regulatory assets under management of \$1,206,135,306 on a discretionary basis and \$70,298,751 on a non-discretionary basis.

## **Fees and Compensation**

AMERRA generally receives carried interest along with a management fee for providing investment management services. Management fees are generally payable quarterly in advance and these are payable for any period that is less than a full quarterly period.

The management fee paid by the Private Equity Fund for any quarter is 0.50% (i.e., 2.0% per annum) of the aggregate amount of the capital commitments of the Private Equity Fund through the end of the Private Equity Fund's investment period and 0.50% (i.e., 2.0% per annum) of the aggregate amount of the funded contributions of the Private Equity Fund after the end of the Private Equity Fund's investment period. The management fee paid by the Domestic Funds and the Offshore Funds for any quarter is 0.4375% (i.e., 1.75% per annum) of the aggregate amount of the capital commitments of each such Partnership through the end of the investment period for such Partnership, and 0.4375% (i.e., 1.75% per annum) of the aggregate amount of the funded contributions of each such Partnership after the end of such Partnership's investment period. However, with respect to AMERRA Agri Fund III, L.P. and the AMERRA Agri Offshore Fund III, L.P., the management fee on unfunded capital commitments of such Partnerships for any quarter through the end of the investment period is 0.3125% (i.e., 1.25% per annum). To the extent the management fees are payable by the Offshore Feeders, no fixed fees are charged by any master fund related to the Offshore Funds. Management fees are charged directly to the Partnerships. Each Partnership may enter into separate agreements, commonly referred to as "side letters," to change the management fees applicable to certain investors (please see "Types of Clients" below).

The Partnerships are also subject to a carried interest of 20% of profits on distributions derived from the disposition of investments or securities, with a preferred return of up to 6% per annum for the Domestic Funds and Offshore Funds and up to 8% per annum for the Private Equity Fund.

In addition, AMERRA and/or the General Partner, in its sole discretion, has in the past and may in the future waive, reduce or rebate all or a portion of the management fee and/or carried

interest and interest thereon in respect of any limited partner. No such waiver, reduction or rebate for the benefit of any limited partner will entitle any other limited partner to such waiver, reduction or rebate.

Detailed information regarding the fees charged to the Partnerships is provided in each Partnership's confidential private offering memorandum and other governing documents. In addition to management fees and carried interest, limited partners of the Partnerships will bear indirectly the fees and expenses charged to the Partnerships. Those fees and expenses will vary, but typically will include fees associated with making or selling portfolio investments, legal and accounting fees, taxes, commissions and brokerage fees, registration expenses, fees to government regulatory agencies, the cost of directors' and officers' liability insurance and other expenses, such as litigation or broken deal expenses. Investors should review all fees charged by AMERRA, its affiliates, and others to fully understand the total amount of fees to be paid by the Partnerships and, indirectly, their limited partners.

Limited partners of the Partnerships are not permitted to make voluntary withdrawals. Limited partners of the Partnerships may be subject to compulsory withdrawals in the event the General Partner reasonably believes that such limited partner subscribed for a Partnership interest on the basis of a misrepresentation, or such limited partner's investment would put the General Partner, the Partnership, AMERRA or other limited partners at a material tax, legal, regulatory or pecuniary disadvantage. In such event such limited partner would receive the value of its Partnership interest, which will be determined by the General Partner in its sole discretion. The General Partner may cause the Partnerships to pay such amounts in cash or in kind.

The management fee and carried interest paid by Clients other than the Partnerships are negotiable and not subject to any standard fee schedule.

Either AMERRA or the Client (other than any Partnership) may terminate its respective investment management agreement per the terms negotiated therein. Notice of termination must be given to the other party in writing. Upon termination, the fees charged for investment management services will be pro-rated, and a refund for any unearned fees will be issued. Each Client (other than any Partnership) is responsible to pay for services rendered until the termination of its respective investment management agreement.

## **Performance Based Fees and Side-by-Side Management**

Each Client pays carried interest of up to 20%. The receipt of carried interest may create an incentive for AMERRA to make more speculative investments and make different decisions regarding the timing and manner of the realization of such investments, than would be made if such carried interest were not allocated to AMERRA or its affiliates.

## **Types of Clients**

AMERRA provides investment management services to the Partnerships and institutional clients through separately managed accounts and other investment vehicles.

Each Partnership operates as a pooled investment vehicle intended to provide management expertise and other advantages to its investors. The minimum capital commitment for a limited

partner of each Partnership is \$1 million; however, AMERRA and/or the General Partner maintains discretion to accept less than the minimum investment threshold. In addition, each Partnership has in the past and may in the future enter into separate agreements, commonly referred to as “side letters”, with certain investors, to waive certain terms, or allow such investors to invest on different terms than those specifically described in the offering documents. Under certain circumstances, these agreements could create preferences or priorities for such investors with respect to other limited partners.

Investors will be required to make certain representations when investing in a Partnership, including but not limited to that (i) they are acquiring an interest for their own account, (ii) they received or had access to all information they deem relevant to evaluate the merits and risks of the prospective investment and that (iii) they have the ability to bear the economic risk of an investment in the Partnership. Each investor will be furnished with a copy of the applicable Agreement of Limited Partnership.

## **Methods of Analysis, Investment Strategies and Risk of Loss**

AMERRA’s strategy includes the direct origination of corporate debt with predominantly privately held food and agribusiness producers, processors, distributors and marketers/traders in the Americas, and the investment in and acquisition of corporate debt, equities or convertible debt of such companies across the capital spectrum and in secondary market transactions when deemed appropriate. Investment decisions will be based on maximizing returns after assessing credit risk and loss given default profiles.

AMERRA will primarily target food and agribusiness companies in the following upstream and midstream areas outlined as follows:

<b>Inputs</b>	<b>Crop Production</b>	<b>Protein Production</b>	<b>Processing</b>	<b>Trading and Logistics</b>
Agricultural Inputs	Permanent Crops	Aquaculture	Bioenergy	Ingredient Distribution
Equipment	Row Crops	Fisheries	Corn & Wheat Milling	Physical Commodities
Genetics	Specialty Crops	Plant Based	Food Ingredients	Storage
Water/Irrigation		Poultry	Oilseed Crushing	
			Soft Commodities	
			Specialty Crops	

Investments are selected via a systematic and efficient thesis-driven top-down sourcing approach supported by a proprietary bottom-up sourcing system driven by AMERRA's network and expertise in the food and agribusiness sectors in the Americas and Europe. AMERRA prioritizes portfolio company managerial and human talent assessment, performance during strong and weak markets, value proposition to the market, logistics and other competitive advantages. Specifically, AMERRA's investment criteria will include the following assessments:

- Strength of management, management culture and its receptivity to change;
- Assessment of market position and competitive advantage;
- Sustainability of cash flow;
- Assessment of current and future cash flows to assess whether or not the firm is fully valued;
- Assessing quartiles of cost structure via a peer class review;
- Scalability of present or future strategies;
- Strategy or product extensions; and
- Appropriate investment structure to ensure capital preservation while participating in appreciation and upside to maximize value for investors.

AMERRA intends to structure collateral and repayment sources with a view toward reducing risks while preserving capital. Through the taking of collateral and/or tightly structuring debt, a credit arbitrage is expected to be created whereby high yields are produced, yet underlying risks are reduced.

AMERRA's investment strategy involves a number of risks. An investment with AMERRA is generally deemed a speculative investment and is not intended as a complete investment program. It is designed for sophisticated investors who fully understand and are capable of bearing the risk of an investment with AMERRA. No guarantee or representation is made that AMERRA will achieve its investment objective or that Clients will receive a return of their capital.

AMERRA's investments may be affected by force majeure events (i.e., events beyond the control of the party claiming that the event has occurred, including, without limitation, acts of God, fire, flood, earthquakes, outbreaks of an infectious disease, pandemic or any other serious public health concern, war, terrorism, labor strikes, major plant breakdowns, pipeline or electricity line ruptures, failure of technology, defective design and construction, accidents, demographic changes, government macroeconomic policies, social instability, etc.). Some force majeure events may adversely affect the ability of a party (including an investment or other service provider) to perform its obligations until it is able to remedy the force majeure event. Force majeure events that are incapable of or are too costly to cure may have a material adverse effect on the Clients' investments. Certain force majeure events (such as war or an outbreak of an infectious disease) could have a broader negative impact on the world economy and international business activity generally, or in any of the countries that AMERRA's Clients may invest specifically.

All investing involves a risk of loss and the investment strategy offered by AMERRA could lose money over short or even long periods. The description contained below is a brief overview of different market risks related to AMERRA's investment strategy.

**General Economic and Market Conditions Risk** – All advisers are affected by general economic and market condition risks, such as global and local economic growth, interest rates, availability of credit, credit defaults, inflation rates, economic uncertainty, changes in laws (including laws relating to taxation of clients’ investments), trade barriers, currency exchange controls, and national and international political circumstances. These factors may affect the level and volatility of the prices and the liquidity of Clients’ investments. Volatility or illiquidity could impair Clients’ profitability or result in losses.

**General Business and Management Risk of Portfolio Companies** – Investments in portfolio companies subject Clients to the general risks associated with the underlying businesses, including market conditions, changes in regulatory requirements, reliance on management at the company level, interest rate and currency fluctuations, general economic downturns, domestic and foreign political situations and other factors. With respect to management at the portfolio company level, many portfolio companies rely on the services of a limited number of key individuals, the loss of any one of whom could significantly adversely affect the portfolio company's performance. While in all cases AMERRA will monitor each portfolio company’s management, the management of each portfolio company may have day-to-day responsibility of such portfolio company.

**Food and Agribusiness Activities and Investments** – Many Clients will invest primarily in corporate debt and debt-like instruments issued by companies in the food and agribusiness sectors. Accordingly, these Clients’ ultimate performance will be a function of the issuers/borrowers meeting expected performance hurdles and performing under their debt obligations. In the event of default, performance will also be determined through the monetization of collateral.

**Commodity Price Volatility** – Agricultural commodities prices have been and are likely to continue to be, volatile and subject to wide fluctuations in response to factors including: (i) changes in the supply and demand for the relevant commodity (fundamentals); (ii) market uncertainty; (iii) political conditions in producing regions; (iv) the extent of domestic production and importation/exportation of the commodity in the relevant market; (v) the level of consumer demand; (vi) competitive position of new supplies; (vii) the effect of U.S. and foreign regulations on the production, transportation and sale of the relevant commodity.

AMERRA will manage commodity price risk volatility through a combination of various collateral management techniques including, (i) developing loan to value advance rates taking into account price volatility, holding periods, quality specifications, location/basis elements and past experience (ii) marking to market commodity collateral on a frequent basis; (iii) utilizing 3rd party storage companies to control and/or monitor collateral; (iv) inspection firms carrying out audits of physical inventories and crops. AMERRA believes that these and other active management precautions largely mitigate loss given default.

**Counterparty Risk** – The loan counterparties with which the Clients may effect transactions typically are not subject to credit evaluation and regulatory oversight as are members of “exchange-based” markets. In addition, many of the protections afforded to participants on some organized exchanges, such as the performance guarantee of an exchange clearinghouse, might not be available in connection with loan syndication transactions. This exposes the

Clients to the risk that counterparty will not settle a transaction in accordance with its terms and conditions because of a dispute over the terms of the contract (whether or not *bona fide*) or because of a credit or liquidity problem, thus causing the Clients to suffer a loss.

**Lack of Liquidity of Investments** – AMERRA’s strategy involves investing in illiquid debt instruments, primarily loans. The investments are likely to be unrated and the equity interests of investment companies privately-held. Consequently, the liquidity for the underlying investments may be limited. This may limit the ability of the Clients to sell investments.

**Leverage** – AMERRA may borrow monies on behalf of some of its Clients to leverage the return on the equity portion of their investments. Leverage is expected to be provided by bank loans, repurchase agreements, total return swaps or similar agreements, secured against the portfolio of investments of such Clients, but generally with no recourse to AMERRA or beyond the value of the portfolio of investments and unused capital commitments.

**Seasoning of Loan Origination Investments** – Due to certain legal and regulatory restrictions, the Offshore Feeders may not always be able to directly invest in a loan opportunity at the time of its origination; rather, the Offshore Feeders will typically need to wait until a certain period of time has passed (the “seasoning period”), while the Domestic Funds can originate loan opportunities. Upon expiration of the seasoning period, the Domestic Funds may sell a portion of that loan investment opportunity to the Offshore Feeders. For the additional risk taken by the Domestic Funds during the seasoning period, the Offshore Feeders will pay interest or a premium when purchasing the respective loan opportunity from the Domestic Funds. However, should the respective loan default during the seasoning period, all downside risk rests with the Domestic Funds as the Offshore Feeders will not participate in seasoned deals that are in default. In addition, in the event due diligence costs are incurred; this cost would be borne by the Domestic Funds and would not be allocated or shared in by the Offshore Funds.

**Risks Associated with ESG Investing** – ESG investment criteria may result in the selection or exclusion of securities of certain issuers for reasons other than performance. As a result, investment strategies using ESG criteria may underperform strategies that do not utilize ESG criteria. The application of ESG criteria may affect a portfolio’s exposure to certain companies, sectors, regions, countries or types of investments, which could negatively impact the strategy’s performance depending on whether such investments are in or out of favor. Socially responsible norms often differ by region, and a company’s ESG practices or AMERRA’s assessment of a company’s ESG practices may change over time. In evaluating a company, AMERRA uses internal research and analysis and may also subscribe to various independent third party research providers that provide corporate ESG research. AMERRA is generally dependent upon information and data obtained through third-party reporting that may be incomplete, inaccurate or unavailable, which could cause AMERRA to incorrectly assess a company’s ESG practices.

**Cybersecurity Risk** – Cybersecurity incidents may allow an unauthorized party to gain access to AMERRA’s Clients or the underlying portfolio companies, Client data (including private shareholder information), or proprietary information, or cause AMERRA or a Client account and/or one of their service providers (including, but not limited to, accountants, auditors, custodians, sub- custodians, transfer agents, prime brokers, administrators, and financial



intermediaries) to suffer data breaches, data corruption or lose operational functionality.

For a more detailed discussion of the risks associated with an investment in the Partnerships, please see the Partnerships' respective confidential offering documents.

## **Disciplinary Information**

AMERRA and its employees have not been involved in any legal or disciplinary events in the past 10 years that would be material to a Client's evaluation of the company or its personnel.

## **Other Financial Industry Activities and Affiliations**

AMERRA has relationships or arrangements with affiliated financial services companies that pose a material conflict of interest.

M.D. Sass-Macquarie Financial Strategies, L.P. ("FinStrat") and Macquarie Americas Corp., and/or one of its affiliates ("Macquarie"), both related persons of AMERRA, and the Principals of AMERRA have made significant investment commitments in the Domestic Funds. As a result of these relationships, the interests of AMERRA, its Partners, FinStrat and Macquarie may at times conflict with those of the limited partners. In those instances where material conflicts of interest exist, AMERRA will consult with the AMERRA investment committee.

The General Partner and AMERRA are authorized to appoint any broker-dealer that is registered as such with the SEC and is a member of the Financial Industry Regulatory Authority to make offers or sales of Partnership interests. The General Partner and AMERRA have appointed M.D. Sass Securities, L.L.C., affiliates of Macquarie, and other third-party broker-dealers as selling agents, and will compensate the selling agents from a portion of the management fees and carried interest AMERRA receives from its Clients (please see "Client Referrals and Other Compensation" below). Any additional fees charged to investors by the selling agents must be disclosed and agreed to by investors.

AMERRA is affiliated with M.D. Sass Securities, L.L.C., a registered broker-dealer.

**Registered Investment Advisers:** The following entities are related persons of AMERRA and are registered investment advisers:

- M.D. Sass-Macquarie Financial Strategies Management Company, LLC
- M.D. Sass, Inc.

**Other Investment Advisers:** The following entity is a related person of AMERRA and is an unregistered investment adviser:

- Taurus Funds Management Pty Limited

AMERRA has entered into a services agreement with M.D. Sass, Inc. whereby M.D. Sass, Inc. provides AMERRA with certain personnel, supplies, legal, technology, marketing, clerical and other office support services as may be required for the business and operations. Such services are provided for compensation, payable monthly, equal to the cost of the services

provided which generally will be calculated (i) as a prorated portion of rent plus taxes, utilities and services for office space, (ii) as a prorated portion of overall compensation including benefits for personnel, and (iii) in good faith, in the reasonable judgment of M.D. Sass, Inc., for other services not otherwise readily calculable.

Certain investment advisers named above manage partnerships, limited liability companies, separately managed accounts and other investment vehicles in which investors of the Partnerships and separately managed account clients of AMERRA may invest. Other than the above mentioned administrative services agreement and license agreement, AMERRA does not have any direct arrangements with the other related persons which manage such partnerships, limited liability companies, separately managed accounts and other investment vehicles, but the entities all have common control.

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

AMERRA has adopted a Code of Ethics (the “Code”) pursuant to Rule 204A-1 under the Investment Advisers Act of 1940, which is predicated on the principle that AMERRA owes a fiduciary duty to its Clients. Accordingly, employees of AMERRA must disclose or avoid activities, interests and relationships that run contrary (or appear to run contrary) to the best interest of Clients. Therefore, AMERRA endeavors to maintain current and accurate records of all personal securities accounts of its employees in an effort to monitor all such activity. Among other things, the Code requires AMERRA and its employees to act in Clients’ best interests, abide by all applicable laws and regulations, avoid even the appearance of insider trading, and pre-clear private placements and shares in initial public offerings and report on many types of personal securities transactions. AMERRA’s Code of Ethics is available for review and will be provided to any client or prospective client upon request.

AMERRA, its employees and affiliated entities will participate in the Partnership’s investment program by agreeing to commit a certain percentage of the Partnership’s total capital commitments or a certain amount as defined in the Partnership’s governing documents. Therefore, AMERRA its employees or a related entity may participate in transactions effected for the Partnerships. AMERRA, its employees and affiliated entities may be required to participate in a similar manner in other Clients’ investment programs from time to time.

AMERRA may enter into transactions and invest in financial instruments on behalf of the Clients in which affiliated companies, acting as principal or as agent for its customers, serves as the counterparty. AMERRA may also enter into cross transactions where affiliated companies act as agent on behalf of the Client and the other party to the transaction. Cross transactions enable AMERRA to purchase or sell a block of securities for the Client at a set price and possibly avoid an unfavorable price movement that may be created through entrance into the market with such purchase or sell order. AMERRA and its affiliated companies may have a potentially conflicting division of responsibilities to both parties to such cross transaction. AMERRA will only consider engaging in a principal or cross transaction after it has obtained the consent of an independent representative of the limited partners.

## **Brokerage Practices**

AMERRA focuses on investing in and acquiring, originating, structuring and distribution of corporate debt, loans and other financial instruments related to companies in the food and agribusiness sectors, thus it does not ordinarily deal with any financial intermediary such as a broker-dealer, and commissions are not ordinarily payable in connection with such investments. To the limited extent AMERRA transacts in public securities it intends to select brokers based upon the broker's ability to provide best execution for the Client. AMERRA is generally authorized to make the following determinations, subject to the Client's investment objectives and restrictions, without obtaining prior consent from the relevant Client or any of their investors: (1) which securities or other instruments to buy or sell; (2) the total amount of securities or other instruments to buy or sell; (3) the executing broker or dealer for any transaction; and (4) the commission rates or commission equivalents charged for transactions.

In making its decisions regarding the allocation of brokerage transactions for its Clients, AMERRA will consider a variety of factors including but not limited to: (i) the ability to effect prompt and reliable executions at favorable prices (including the applicable dealer spread or commission, if any); (ii) the operational efficiency with which transactions are effected (such as prompt and accurate confirmation and delivery), taking into account the size of order and difficulty of execution; (iii) the financial strength, integrity and stability of the broker-dealer or counter party; and (iv) the competitiveness of commission rates in comparison with other broker-dealers. Although AMERRA generally seeks competitive commission rates and commission equivalents, it will not necessarily pay the lowest commission or equivalent. Transactions may involve specialized services on the part of a broker-dealer, which may justify higher commissions and equivalents than would be the case for more routine services.

## **Review of Accounts**

All investments held by the Clients are carefully reviewed on a continuous basis by the Principals and a team of credit analysts. The progress of all investments is carefully monitored on a regular basis and is subject to the constant supervision and review by AMERRA investment professionals.

AMERRA provides quarterly and annual reports to each limited partner of a Partnership and quarterly and monthly reports to Clients that are not Partnerships. The quarterly and monthly reports include an itemization of the distributions to the investor and a description of the Client's operations during the preceding quarter and month, respectively. Audited financial statements prepared in accordance with general accepted accounting principles are provided annually to limited partners of the Partnerships. Clients also receive annual tax information necessary for their tax returns.

## **Client Referrals and Other Compensation**

Macquarie, which is an affiliate of AMERRA, M.D. Sass Securities, LLC, which is an affiliate of AMERRA and FinStrat, and other third-party broker-dealers (collectively the "Selling Agents") will market interests and shares of the Partnerships to investors. The Selling Agents will receive compensation from a portion of the management fee and carried interest AMERRA receives from its Partnerships. The use of Selling Agents has no impact on the fees paid by the Partnerships or their investors. Any additional fees charged to investors by the

Selling Agents will be disclosed and agreed to by the investors.

AMERRA or its affiliates may receive fees (“Ancillary Fees”) for providing advisory or administration services. Generally, such fees earned will be the property of the Clients, however, under certain circumstances, AMERRA or such affiliates may be entitled to receive market rate fees, including management and performance fees as well as residual interests for such services not related to its role as investment manager of the Clients.

## **Custody**

Except for certain privately offered securities, Client assets are held in custody by qualified custodians in accordance with the Advisers Act.

The Partnerships are subject to an annual audit and the audited financial statements are distributed to each limited partner. The audited financial statements will be prepared in accordance with generally accepted accounting principles and distributed within 120 days of each Partnership’s fiscal year end.

## **Investment Discretion**

AMERRA generally has discretionary authority to determine, without obtaining specific consent from the Partnerships or their investors, the securities and amount to be bought or sold. Any limitations on authority are included in the respective Partnership’s Confidential Information Memorandum and other governing documents. AMERRA may generally exercise its investment discretion and authority conditionally or unconditionally, arbitrarily, or inconsistently in varying or similar circumstances. For example, AMERRA may provide certain investors or third parties representing investors more frequent or more detailed reports of a Partnership’ portfolio holdings or performance, special fee and allocation arrangements and special withdrawal rights that it does not provide to other investors.

AMERRA and/or the General Partner, in its sole and absolute discretion, have and may in the future offer third parties, some or all of the Partnerships’ limited partners (in their individual capacities and not as limited partners) and/or affiliates of the General Partner the option to participate in co-investment opportunities that arise in connection with the Partnerships’ investments (as determined by the General Partner), provided, however, that Macquarie generally will have a right of first refusal on co-investment opportunities. Macquarie will also have right of first refusal with respect to any hedging transaction that the Partnerships propose to execute, and the right to introductory services from the Partnerships to investment opportunities that AMERRA has determined are not appropriate for the Partnerships’ portfolio. Macquarie generally will have the right (but not the obligation) to co-invest with other investors to a guaranteed minimum of twenty-five percent (25%) of each such co-investment opportunity. Macquarie will have the right to participate on the same terms offered to other co-investors. Co-investment opportunities made by affiliates of AMERRA and/or the General Partner may require consent by the LP Advisory Committee of one or more of the Partnerships. Factors that may be considered in allocating co-investment opportunities include timing of an investment and the ability of a co-investor to commit capital, size of the opportunity, prior experience and/or interest in co-invest, whether a potential co-investor provides strategic value related to the opportunity, the size and financial resources of the potential co-investor, or other factors deemed relevant by AMERRA.

Clients other than the Partnerships have (or may in the future) placed different limits on AMERRA's discretionary authority to invest pursuant to their respective investment management agreements with AMERRA.

## **Voting Client Securities**

Most of the investments held by Clients typically do not issue proxies. However, in the event proxies have to be voted, AMERRA has adopted proxy voting policies and procedures, and shall be responsible for voting proxies on behalf of Clients. AMERRA shall vote Client proxies in a way that it believes will maximize investor value. In exercising its voting discretion, AMERRA and its employees will avoid any direct or indirect conflict of interest raised by such voting decision.

A record of all proxy votes cast on behalf of Clients will be maintained and available for review.

A complete copy of AMERRA's proxy voting policies and procedures may be requested by Clients along with AMERRA's proxy voting record, if any, by contacting AMERRA at (212) 710-8033, (212) 843-8927 or (212) 843-8980.

## **Financial Information**

AMERRA has never filed for bankruptcy and is not aware of any financial condition that is reasonably likely to affect its ability to manage Client accounts or impair its ability to meet contractual commitments to Clients.