

**FORM ADV PART 2A
INVESTMENT ADVISER BROCHURE**

IRVING PLACE CAPITAL MANAGEMENT, L.P.

**Irving Place Capital Management, L.P.
745 Fifth Avenue
7th Floor
New York, NY 10151
<http://www.irvingplacecapital.com>**

March 31, 2014

This Investment Adviser Brochure (“Brochure”) provides information about the qualifications and business practices of Irving Place Capital Management, L.P. (the “Management Company”). If you have any questions about the contents of this Brochure, please contact us at (212) 551-4500. 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.

The Management Company 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 the Management Company is also available on the SEC’s website at www.adviserinfo.sec.gov.

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MATERIAL CHANGES

The Management Company filed its most recent Form ADV Part 2 in March 2013. This annual amendment updates the description of the business practices of Irving Place Capital (as defined herein).

ADVISORY BUSINESS

Irving Place Capital Management, L.P., the registered investment adviser, is a Delaware limited partnership. The Management Company and its affiliated investment advisers provide investment supervisory services to their clients, which consist of private investment funds. The Management Company commenced operations in 2008.

The Management Company's clients include the following (each, a "**Fund**," and together with any future private investment fund to which the Management Company or its affiliates provide investment advisory services, including employee and co-investment vehicles, the "**Funds**"): ¹

- Irving Place Capital Partners II, L.P.;
- Irving Place Capital Investors II L.P. (together with Irving Place Capital Partners II, L.P., "**Fund II**");
- Irving Place Capital Partners III, L.P. (together with Irving Place Capital Partners III (Cayman), L.P., "**Fund III**");
- Irving Place Capital MB-PSERS II, L.P.;
- the following entities formed as vehicles for Irving Place Capital affiliates to invest alongside Fund III (collectively, the "**Fund III Co-Investment Funds**"): Irving Place Capital III Family Fund, L.P.; Irving Place Capital III Family Fund (Cayman), L.P.; Irving Place Capital III Executive Fund (Cayman), L.P.; Irving Place Capital Partners III Coinvestors, L.P.;
- the following entities formed as vehicles for Irving Place Capital affiliates to co-invest alongside Fund II (collectively, the "**Fund II Co-Investment Funds**", and together with the Fund III Co-Investment Funds, the "**Affiliated Funds**"): IPC/Ironshore Co-Investment Partners (Cayman), L.P.; IPC/Ironshore Strategic Co-Investment (Cayman), L.P.; and IPC/UHS Co-Investment Partners, LP; and
- the following entities (collectively, the "**Star Co-Invest / Deal Funds**") formed in connection with co-investments or other transactions: IPC Coinvestment Holdings – IT'Sugar, LLC; IPC Growth/MHP Investor Holdings I, LLC; IPC Growth/MHP Investor Holdings II, LLC; It'Sugar Investor Holdings, LLC; JB Investors, LP; MNO Investor Holdings, LLC.

¹

IPC Advisors II, L.P. and IPC Advisors III, L.P. (each, a “**General Partner**,” and together with any future general partner to a Fund, the “**General Partners**”) are entities affiliated with the Management Company that serve as general partners to the Funds. IPC Manager II, LLC and IPC Manager III, L.P. (each, a “**Fund Manager**”) are also affiliated with the Management Company, and serve as management companies to the Funds. The following entities are general partners, managing members or entities with management or similar authority² over one or more Co-Invest / Deal Funds: Star / JB Investor, LLC; IPC Growth Holdings I, LLC; JB Investors, LLC; JDH Management LLC; Star Avenue Holdings I, LLC; Star Avenue Holdings II, LLC; and Star/JB Investor, LLC (together, the “**Affiliated Advisers**,” and together with the Management Company, the General Partners, the Fund Managers and their affiliated advisory entities, “**Irving Place Capital**”). Each Affiliated Adviser, General Partner and Fund Manager is deemed registered under the Advisers Act pursuant to the Management Company’s registration in accordance with SEC guidance. This Brochure also describes the business practices of each Affiliated Adviser, General Partner and Fund Manager, which together operate as a single advisory business together with the Management Company.

The Funds invest through negotiated transactions in operating entities. Irving Place Capital’s investment advisory services to the Funds consist of identifying and evaluating investment opportunities, negotiating investments, managing and monitoring investments and achieving dispositions for such investments. Investments are made predominantly in non-public companies, although investments in public companies are permitted. From time to time, where such investments consist of portfolio companies, the senior principals or other personnel of Irving Place Capital may serve on such portfolio companies’ respective boards of directors or otherwise act to influence control over management of portfolio companies held by the Funds.

Irving Place Capital’s advisory services for the Funds are detailed in the applicable private placement memorandum (each, a “**Memorandum**”) and/or limited partnership agreement (each, a “**Limited Partnership Agreement**” and together with the Memorandum, the “**Governing Documents**”) and are further described below under “Methods of Analysis, Investment Strategies and Risk of Loss.” Investors in a Fund participate in the overall investment program for such Fund, but may be excused from a particular investment due to legal, regulatory or other applicable constraints.

Additionally, from time to time, Irving Place Capital may provide (or agree to provide) certain third party investors or other persons, including Irving Place Capital’s principals, personnel and certain other persons associated with Irving Place Capital, the opportunity to co-invest (including the opportunity through the Co-Invest / Deal Funds or other co-invest vehicles) in certain portfolio companies alongside a Fund. Such co-investments typically involve investment and disposal of interests in the applicable portfolio company at the same time and on the same terms as the Fund making the investment. However, from time to time, for strategic and other reasons, a co-investor (or co-invest vehicle) may purchase a portion of an investment from a Fund. Any such purchase from a Fund by a co-investor (or co-invest vehicle) generally occurs at the time of the Fund’s completion of the investment to avoid any changes in valuation

of the investment, and the co-investor (or co-invest vehicle) may be charged interest on the purchase to compensate the relevant Fund for the holding period.³

As of December 31, 2013, Irving Place Capital managed approximately \$3,348,250,467⁴ in client assets on a discretionary basis. The Management Company is controlled and principally owned by JDH Management LLC, the sole member of which is John Howard.

FEES AND COMPENSATION

In general, each Fund Manager receives a management fee (the “**Management Fee**”) and each General Partner receives a carried interest in connection with advisory services provided to the Funds, although certain Funds are subject to no Management Fee, as specified herein. The Fund Managers, General Partners or other Irving Place Capital entities or affiliates receive additional compensation in connection with management and other services performed for portfolio companies of the Funds and such additional compensation offsets, subject to certain exceptions, in whole or in part the management fees otherwise payable to the applicable Fund Manager. Investors in each Fund also bear certain fund expenses with respect to such Fund, as set forth in the Governing Documents of such Fund.

Management Fees

Fund III

Because certain events specified in the relevant Fund III Limited Partnership Agreements have occurred, including an extension of Fund III’s investment period, Fund III will pay IPC Manager III, L.P. a semi-annual Management Fee, five months in advance, in an amount equal to 1.5% of net invested capital, as further detailed in Fund III’s Limited Partnership Agreement.

In addition, the Management Fee for Fund III will be reduced by: (i) 80% (100% where the relevant initial investment was made between February 22, 2012 and the end of the Fund III investment period) of any annual monitoring fees, net of expenses, earned by Irving Place Capital from a portfolio company in excess of an aggregate amount specified in the Limited Partnership Agreements per year paid to Irving Place Capital by such portfolio company, to the extent apportionable to the Fund III’s activities; (ii) 80% (100% where the relevant initial investment was made between February 22, 2012 and the end of the Fund III investment period) of any transaction fees, net of expenses, paid by portfolio companies to Irving Place Capital; and (iii) 80% (100% where the relevant initial investment was made between February 22, 2012 and the end of the Fund III investment period) of any break-up or similar fees, net of expenses, from transactions not completed that are paid to Irving Place Capital.

Portfolio company-related fees may also include amounts prepaid in anticipation of future services or otherwise accelerated, which will be offset against the Management Fee to the extent set forth in the Fund III Limited Partnership Agreement.

Fund II

During its investment period, Fund II generally paid IPC Manager II, LLC a semi-annual Management Fee equal to a percentage specified in the relevant Fund II Limited Partnership Agreements, reduced by certain waived amounts and offsets specified therein. It is expected that no additional Management Fees will be paid by Fund II limited partners for the duration of Fund II.

Co-Invest / Deal Funds

Neither the Affiliated Funds nor the Co-Invest / Deal Funds generally pay a Management Fee. Irving Place Capital Partners III Coinvestors, L.P. pays a semi-annual Management Fee, five months in advance, in an amount equal to a percentage of aggregate investor commitments specified in its Limited Partnership Agreement, reduced by certain waived amounts and expenses specified therein.

Certain Affiliated Advisers may receive a preferred interest or other fee income with respect to the deal structures that they advise, in amounts and subject to the conditions set forth in the Governing Documents of such deal structures.

Management Fee Waiver and Calculation

For certain Funds, Irving Place Capital reserves the right to waive all or a portion of any future installment of the Management Fee. Any waived portion of a Management Fee installment will be contributed by the limited partners to fulfill a portion of the capital contribution obligations that Irving Place Capital current and former members would otherwise be required to contribute to a Fund after the date such waived amount would otherwise be due. Waived or reduced Management Fees generally are not subject to the Management Fee offsets described above. Due to waived or reduced Management Fees by Irving Place Capital and/or timing of receipt of the compensation subject to offsets (as described above), it is possible that the Management Fee offsets will not be fully realized by investors in Fund III or other Funds, resulting in a net additional benefit to the relevant Fund Manager.

The Management Fee generally is based on aggregate Commitments as of the relevant Fund's effective date, regardless of when a limited partner is actually admitted. As a result, limited partners participating in a subsequent closing after the initial closing date are assessed Management Fees retroactive to the effective date and, in addition, will be charged an additional amount on such amounts equal to the prime rate plus 2% from the date such capital contribution would have been made if the limited partner were admitted as of the initial closing. The Management Fee generally is treated as a Fund expense and is paid out of the current income and disposition proceeds of a Fund and, in the General Partner's discretion, from drawdowns that will reduce unfunded Commitments.

Carried Interest

Each General Partner generally will receive, with respect to the relevant Fund II and Fund III entities, a carried interest equal to 20%, and with respect to the relevant Co-Invest /

Deal Funds, a carried interest generally between 10 and 15%, in each case of all realized net profits in excess of an 8% compound preferred return, as more fully described in the relevant Governing Documents. Any such carried interest distributed to a General Partner is subject to a potential giveback at the end of the life of a Fund if such General Partner has received excess cumulative distributions. It is expected that any future Funds will have a similar fee structure.

Star / JB Investor, LLC or, as applicable, the relevant Affiliated Adviser, receives performance-based distributions based on realized investments in an amount determined in accordance with the relevant deal structure's Governing Documents.

Other Information

Irving Place Capital may exempt certain investors in the Funds from payment of all or a portion of Management Fees and/or carried interest. Any such exemption from fees and/or carried interest may be made by a direct exemption, a rebate by Irving Place Capital and/or its affiliates, or through other Funds which co-invest with the relevant investor's Fund.

The Funds generally invest on a long-term basis. Accordingly, investment advisory and other fees are expected to be paid, except as otherwise described in the Partnership Agreements, over the term of the Funds and investors generally are not permitted to withdraw or redeem interests in the Funds.

Principals or other employees of Irving Place Capital may receive a portion of the Management Fee, carried interest or other compensation, as applicable, received by the relevant Irving Place Capital entity. Additionally, as described more fully in the relevant Governing Documents, certain operating partners or other personnel affiliated with, but not employed by, Irving Place Capital may provide services to (or with respect to) certain portfolio companies in which one or more of the Funds may invest. In connection with such services, such personnel may receive fees and other compensation from such portfolio companies, and such fees or compensation may not offset the Management Fee.

In addition to any Management Fee and carried interest payable to the applicable General Partner, Fund Manager or Affiliated Adviser, each Fund bears certain expenses. As set forth in the Partnership Agreements, each Fund will pay all other costs and expenses of such Fund that are not reimbursed by portfolio companies, including: legal, auditing, consulting, financing, accounting and custodian fees and expenses; expenses associated with a Fund's financial statements, tax returns and K-1s; out-of pocket expenses incurred in connection with transactions not consummated ("**Broken Deal Expenses**"); expenses of the advisory committee and annual meetings of the limited partners; insurance; other expenses associated with the acquisition, holding and disposition of its investments, including extraordinary expenses (such as litigation, if any); and any taxes, fees or other governmental charges levied against a Fund. Co-invest vehicles generally are formed in connection with the consummation of a transaction. Accordingly, where a proposed transaction is not consummated, no co-invest vehicle generally will have been formed, and the full amount of any Broken Deal Expenses relating to any such proposed transaction would therefore be borne by the Fund or Funds selected by the applicable General Partner as proposed to investors for such proposed transaction. In some cases, a co-invest vehicle may be subject to pay its pro rata share of Broken Deal Expenses under a separate capital call.

Brokerage fees may be incurred in accordance with the practices set forth in “Brokerage Practices.” Irving Place Capital and/or its affiliates generally have discretion over whether to charge transaction fees, monitoring fees or other compensation to a portfolio company and, if so, the rate, timing and/or amount of such compensation. The receipt of such compensation may give rise to conflicts of interest between the Funds, on the one hand, and Irving Place Capital and/or its affiliates on the other hand.

PERFORMANCE-BASED FEES AND SIDE-BY-SIDE MANAGEMENT

As described under “Fees and Compensation,” each General Partner receives a carried interest allocation on certain realized net profits in the Funds (other than the Fund II Co-Investment Funds), and Star / JB Investor, LLC or the relevant Affiliated Adviser, as applicable, receives a performance-based distribution based on realized investments. A carried interest allocation or performance-based distribution, as applicable, represents an investment adviser’s compensation based on a percentage of net profits of the Funds (or deal structures, as applicable) it manages. Irving Place Capital does not manage Funds (other than the Fund II Co-Investment Funds) that are not charged a performance-based fee, although the amount of performance-based compensation payable to an Irving Place Capital entity may vary by Fund (or deal structure, as applicable). This practice could present a conflict of interest because Irving Place Capital may have an incentive to favor Funds for which it receives the highest performance-based compensation. Irving Place Capital addresses this potential conflict of interest by maintaining an investment allocations / co-investment policy designed to assist Irving Place Capital to allocate investment opportunities among its clients (*i.e.*, Funds and/or deal structures) in a fair and equitable manner, consistent with Irving Place Capital’s fiduciary obligations to, and underlying documents (if applicable) for, the relevant Fund(s) and/or deal structure(s) (which may also include provisions requiring that allocations be made in a particular manner).

TYPES OF CLIENTS

Irving Place Capital provides investment advice to the Funds, which may include investment partnerships or other investment entities formed under U.S. domestic or non-U.S. laws and operated as exempt investment pools under the Investment Company Act of 1940, as amended. The investors participating in the Funds may include individuals, banks or thrift institutions, other investment entities, pension and profit-sharing plans, trusts, estates or charitable organizations or other corporations or business entities and may include, directly or indirectly, principals or other employees of Irving Place Capital and its affiliates. Irving Place Capital does not provide investment advice directly to investors in the Funds on an individual basis.

The Funds generally have a minimum investment amount of \$20 million for third-party investors, and interests in the Funds are offered and sold solely to qualified investors (or qualified knowledgeable Irving Place Capital personnel). Such minimum investment amount may be waived by Irving Place Capital. The Co-Invest / Deal Funds may have lower or no stated minimum investment amounts.

METHODS OF ANALYSIS, INVESTMENT STRATEGIES AND RISK OF LOSS

General

Irving Place Capital primarily pursues private equity and equity-related investments in middle-market companies. Irving Place Capital seeks to invest in companies that have, in Irving Place Capital's judgment, either compelling growth opportunities or untapped value, and pursues control or negative control positions alongside managers, entrepreneurs or value-added strategic or financial partners. The central element of Irving Place Capital's investment strategy is its focus on the following core industries in which its investment professionals have experience and relationships: retail; financial services; and consumer products.

The Co-Invest / Deal Funds are funds or deal structures formed to invest in transactions that do not qualify for the investment criteria of Fund III, as set forth in the Governing Documents (defined below) of Fund III. The Affiliated Advisers pursue a strategy substantially similar to that of Irving Place Capital on behalf of such Co-Invest / Deal Funds, and references below to the Investment and Operating Strategy of Irving Place Capital on behalf of the Funds should not be read to exclude the Affiliated Advisers management of the Co-Invest / Deal Fund unless otherwise noted.

Investment and Operating Strategy

Irving Place Capital follows a disciplined investment process to source, evaluate, consummate, monitor and exit investments.

Proprietary Deal Flow

Irving Place Capital's professionals have developed a network of relationships, particularly in their targeted industries, with entrepreneurs, proven operating managers, investment bankers, experienced board members, regional bankers, brokers and other external professionals. These relationships provide a source of proprietary (non-auction) deal flow, which assists Irving Place Capital toward its goal of completing attractive investments at reasonable valuations.

Due Diligence

In addition to facilitating proprietary investment origination and fostering unique relationships within targeted industries, Irving Place Capital believes its industry knowledge leads to a more accurate and comprehensive assessment of industry opportunities and risks. When considering a possible investment opportunity, Irving Place Capital establishes a deal team that typically consists of three investment professionals, and always includes at least one partner. The primary initial role of the deal team is to gain a comprehensive understanding of the investment opportunity, identify potential strengths and risks inherent to the investment and prepare an overall assessment of the investment opportunity to be presented to the investment committee. To accomplish this, Irving Place Capital undertakes a rigorous due diligence process which typically includes:

- Analysis of the target company's products and services, management team performance and capabilities, industry dynamics, current market position and the potential to grow or execute on Irving Place Capital's prospective business plan.
- Conducting industry competitive positioning studies, detailed financial modeling, liability management and customer calls to better grasp the company's competitive advantages.
- Employing a well-developed network of professionals, including accountants, lawyers, industry consultants, liability specialists, actuaries, private investigators and engineers to provide an independent evaluation of the competitive dynamics of the targeted industry and investment opportunity.

As the due diligence process unfolds, the deal team regularly updates the broader Irving Place Capital group both informally and through the investment professionals' weekly meetings.

Irving Place Capital emphasizes a team approach to every aspect of the investment process, considering and evaluating a variety of perspectives throughout each stage of a prospective investment decision. After the deal team has completed due diligence and prepared materials encapsulating a potential investment, the final stage of the investment approval process consists of a formal presentation to Irving Place Capital's investment committee. The goal of the investment committee is to validate the integrity of the due diligence process, to confirm that the deal team has thoroughly evaluated all potential strengths, risks and exit strategies, and to provide guidance on the structure of the potential deal and related terms.

Structuring

Irving Place Capital may invest in equity and/or debt securities, seeking enhanced rates of return or additional downside protection for Irving Place Capital's investment. In negotiating and structuring potential investments, Irving Place Capital typically seeks:

- *Downside protection while preserving the opportunity for upside growth* - Irving Place Capital seeks to obtain a preferred position while maintaining common equity ownership.
- *Alignment of Irving Place Capital and management interests* - Irving Place Capital utilizes equity incentives to enhance the alignment of interests between Irving Place Capital and the company's management. Additionally, portfolio company management typically invests alongside Irving Place Capital to acquire a significant ownership stake, thus further aligning management's interests with those of the firm.

Post-Acquisition Activities and Value Added

Irving Place Capital is highly involved post-investment in its portfolio companies, including providing strategic, financial and operating support through both active board participation and regular dialogue with management. The investment professionals establish strong relationships with each company's management team and tailor their post-investment involvement to the individual needs of each portfolio company. Irving Place Capital believes that one of the keys to success in private equity investing derives from improving the operations of companies.

In their capacities as board members, Irving Place Capital investment professionals play an active role assisting portfolio companies in developing operating and capital budgets, assessing new business opportunities, reviewing management analyses of prospective follow-on acquisition candidates, designing incentive compensation plans, hiring key employees and executing exit strategies, including negotiating terms. Given the Irving Place Capital investment professionals' extensive experience and backgrounds in corporate finance, they also typically provide significant input regarding all portfolio company financings, follow-on acquisitions and exit events. In addition, Irving Place Capital leverages its network of industry relationships to augment its portfolio companies' boards of directors. Portfolio companies are reviewed in detail by all members of Irving Place Capital at semi-monthly portfolio review meetings. These sessions enable the individual portfolio teams to benefit from the vast experience of other members of Irving Place Capital.

Exit Strategy

Irving Place Capital's primary goal in every investment is to maximize the capital returned to its investors. As such, Irving Place Capital attempts to identify several potential exit alternatives prior to making an investment, such as a sale to a strategic or financial buyer, a sale to other existing shareholders or a public offering. Irving Place Capital believes that implementing its value creating strategies and building strong, profitable companies with leading market positions will increase the prospects for a successful exit. In particular, Irving Place Capital believes its focus on partnering with entrepreneurs and subsequently creating more professionally managed, larger companies makes its portfolio companies more attractive to potential acquirers.

Irving Place Capital generally holds portfolio companies for approximately three to five years before seeking liquidity, although it will remain opportunistic regarding superior exit opportunities given the public and private market dynamics at any time. In addition, the firm continuously seeks opportunities to return capital to investors through recapitalizations, dividends, redemption of preferred stock and other such methods.

Risks of Investment

The Funds and their investors bear the risk of loss that Irving Place Capital's investment strategy entails. The risks involved with Irving Place Capital's investment strategy and an investment in the Funds include, but are not limited to:

Business Risks. A Fund's investment portfolio will consist primarily of securities issued by privately held companies, and operating results in a specified period will be difficult to predict. Such investments involve a high degree of business and financial risk that can result in substantial losses.

Investment in Junior Securities. The securities in which the Funds will invest may be among the most junior in a portfolio company's capital structure and, thus, subject to the greatest risk of loss. Generally, there will be no collateral to protect an investment once made.

Concentration of Investments. The Funds will make a limited number of investments and may seek to make several investments in one industry or one industry segment. As a result, a Fund's investment portfolio could become highly concentrated, and the performance of a few holdings may substantially affect its aggregate return. Furthermore, to the extent that the capital raised is less than the targeted amount, a Fund may invest in fewer portfolio companies and thus be less diversified.

Lack of Sufficient Investment Opportunities. It is possible that a Fund will never be fully invested if enough sufficiently attractive investments are not identified. The business of identifying and structuring private equity transactions is highly competitive and involves a high degree of uncertainty. However, limited partners will be required to pay annual Management Fees during the investment period based on the entire amount of their Commitments.

Illiquidity: Lack of Current Distributions. An investment in the Funds should be viewed as illiquid. It is uncertain as to when profits, if any, will be realized. Losses on unsuccessful investments may be realized before gains on successful investments are realized. The return of capital and the realization of gains, if any, will generally occur only upon the partial or complete disposition of an investment. While an investment may be sold at any time, it is not generally expected that this will occur for a number of years after the initial investment. Before such time, there may be no current return on the investments. Furthermore, the expenses of operating a Fund (including the Management Fee) may exceed its income, thereby requiring that the difference be paid from such Fund's capital.

Leveraged Investments. The Funds may make use of leverage by incurring debt to finance a portion of its investment in a given portfolio company. Leverage generally magnifies both a Fund's opportunities for gain and its risk of loss from a particular investment. The use of leverage will also result in interest expense and other costs to the Funds that may not be covered by distributions made to the Funds or appreciation of its investments. In addition, portfolio company leverage could accelerate and magnify declines in the value of a Fund's investments in the leveraged portfolio companies in a down market.

Restricted Nature of Investment Positions. Generally, there will be no readily available market for a substantial number of a Fund's investments, and hence, most of a Fund's investments will be difficult to value. Certain investments may be distributed in kind to the Funds' partners.

Need for Follow-On Investments. Following its initial investment in a given portfolio company, a Fund may decide to provide additional funds to such portfolio company or may have the opportunity to increase its investment in a successful portfolio company. There is no assurance that a Fund will make follow-on investments or that such Fund will have sufficient funds to make all or any of such investments. Any decision by a Fund not to make follow-on investments or its inability to make such investments may have a substantial negative effect on a portfolio company in need of such an investment or may result in a lost opportunity for a Fund to increase its participation in a successful operation.

Non-U.S. Investments. The Funds may invest in portfolio companies that are organized or have substantial sales or operations outside of the United States, its territories, and possessions. Such investments may be subject to certain additional risk due to, among other things, potentially unsettled points of applicable governing law, the risks associated with fluctuating currency exchange rates, capital repatriation regulations (as such regulations may be given effect during the term of the Fund) the application of complex tax rules to cross-border investments, possible imposition of non-U.S. taxes on a Fund and/or the Fund's investors with respect to such Fund's income and possible non-U.S. tax return filing requirements for the Fund and/or its investors.

Additional risks include: (a) risks of economic dislocations in the host country; (b) less publicly available information; (c) less well-developed regulatory institutions; and (d) greater difficulty of enforcing legal rights in a non-U.S. jurisdiction. Moreover, non-U.S. companies may not be subject to uniform accounting, auditing and financial reporting standards, practices and requirements comparable to those that apply to U.S. companies.

Public Company Holdings. A Fund's investment portfolio may contain securities issued by publicly held companies. Such investments may subject a Fund to risks that differ in type or degree from those involved with investments in privately held companies. Such risks include, without limitation, greater volatility in the valuation of such companies, increased obligations to disclose information regarding such companies, limitations on the ability of a Fund to dispose of such securities at certain times, increased likelihood of shareholder litigation against such companies' board members, including Irving Place Capital principals, and increased costs associated with each of the aforementioned risks.

Non-controlling Investments. A Fund may hold meaningful minority stakes in privately held companies. In addition, during the process of exiting investments, a Fund at times may hold minority equity stakes of any size such as might occur if portfolio holdings are taken public. As is the case with minority holdings in general, such minority stakes that a Fund may hold will have neither the control characteristics of majority stakes nor the valuation premiums accorded majority or controlling stakes.

Director Liability. The Funds will often obtain the right to appoint a representative to the board of directors (or similar governing body) of the companies in which they invests. Serving on the board of directors (or similar governing body) of a portfolio company exposes a Fund's representatives, and ultimately the Fund, to potential liability. Although portfolio companies often seek insurance to protect directors and officers from such liability, not all portfolio companies may obtain such insurance, which may be insufficient if obtained.

Uncertain Economic and Political Environment. The current global economic and political climate is one of uncertainty. Prior acts of terrorism in the United States, the threat of additional terrorist strikes and the fear of a prolonged global conflict have exacerbated volatility in the financial markets and can cause consumer, corporate, and financial confidence to weaken, increasing the risk of a "self-reinforcing" economic downturn. A climate of uncertainty may reduce the availability of potential investment opportunities and increases the difficulty of modeling market conditions, reducing the accuracy of the financial projections. Furthermore, such uncertainty may have an adverse effect upon the portfolio companies in which the Funds make investments.

Risk upon Disposition of Certain Investments. In connection with the disposition of an investment in a portfolio company, the Funds may be required to make representations about the business and financial affairs of the portfolio company typical of those made in connection with the sale of a business and may be responsible for the content of disclosure documents under applicable securities laws. They may also be required to indemnify the purchasers of such investment to the extent that any such representations or disclosure documents turn out to be inaccurate. These arrangements may result in contingent liabilities, which might ultimately have to be funded by the Fund partners to the extent of their Commitments, plus any income or gains distributed in excess of their Commitments.

Competitive Marketplace. The Funds will be competing with a significant number of other private equity funds, as well as institutional and strategic investors, for investments in portfolio companies. As a result of this competition, there may be fewer attractively priced investment opportunities than in the past, which could have an adverse impact on the length of time that is required for a Fund to become fully invested.

Reliance on the General Partner and Portfolio Company Management. Control over the operation of each Fund will be vested with the relevant General Partner, and each Fund's profitability will depend largely upon the business and investment acumen of the Irving Place Capital principals and key personnel. The loss or reduction of service of one or more of such principals or key personnel could have an adverse effect on a Fund's ability to realize its investment objectives. A Fund's limited partners generally have no right or power to take part in the management of such Fund, and as a result, the investment performance of any Fund will depend on the actions of the relevant General Partner. In addition, certain changes in the relevant General Partner or circumstances relating to such General Partner may have an adverse effect on a Fund or one or more of its portfolio companies including potential acceleration of debt facilities. Similar risks apply to the investment and management services that an Affiliated Adviser provides to its related Funds and/or deal structures.

Although each General Partner (or Affiliated Adviser, as applicable) will monitor the performance of each relevant Fund investment, it will primarily be the responsibility of each respective portfolio company's management team to operate such portfolio company on a day-to-day basis. Although Irving Place Capital generally intends on behalf of each Fund to invest in companies with strong management or recruit strong management to such companies, there can be no assurance that the management of such companies will be able or willing to successfully operate a company in accordance with any Fund's objectives.

Conflicts of Interest

Until such time as Irving Place Capital is permitted to raise a successor investment fund to the then-current primary Fund, Irving Place Capital will pursue all appropriate investment opportunities principally for the benefit of such Fund, subject to certain limited exceptions. However, Irving Place Capital currently manages several other investment funds and investments similar to those in which any particular Fund will be investing, and may direct certain relevant investment opportunities to those investment funds and investments. Irving Place Capital's investment staff will continue to manage and monitor such investment funds and investments.

Irving Place Capital believes the significant investment by Irving Place Capital in the Funds, as well as Irving Place Capital's interest in the carried interest, operate to align the interest of Irving Place Capital with the interest of its Funds' investors, although Irving Place Capital has economic interests in such other investment funds and investments as well and may receive management fees and carried interest relating to such interests. Such other investment funds and investments that Irving Place Capital may control may compete with a Fund or companies acquired by such Fund. At such time as Irving Place Capital is permitted to raise a successor investment fund to a particular Fund, Irving Place Capital will continue to manage such prior Fund's investments but also may, and likely will, focus its investment activities on other opportunities and areas unrelated to such Fund's investments.

From time to time, Irving Place Capital will be presented with investment opportunities that would be suitable not only for a particular Fund, but also for other Funds and other investment vehicles operated by advisory affiliates of Irving Place Capital. In determining which investment vehicles should participate in such investment opportunities, Irving Place Capital and its affiliates are subject to conflicts of interest among the investors in such investment vehicles. Irving Place Capital attempts to resolve such conflicts of interest in light of its obligations to investors in such investment vehicles managed by them, and attempts to allocate investment opportunities among Irving Place Capital, the Funds and such other investment vehicles in a fair and equitable manner and consistent with the Governing Documents and the Irving Place Capital investment allocation policy. Where necessary, Irving Place Capital consults and receives consent to conflicts from an advisory board consisting of limited partners of the Funds or such other investment vehicles.

Because each General Partner's carried interest is based on a percentage of net realized profits, it may create an incentive for Irving Place Capital to cause a Fund to make riskier or more speculative investments than would otherwise be the case. Because Irving Place Capital is permitted to retain certain fees from portfolio companies (as described under "Fees and Compensation") in connection with a Fund's investments, it could have a conflict of interest in connection with approving transactions. Irving Place Capital addresses this potential conflict of interest by offsetting a portion of such fees against the Management Fees.

Irving Place Capital maintains a strategic services group that focuses on, among other things, maximizing cost-savings across the Funds' portfolio companies. Irving Place Capital may receive a portion of the administrative fees earned when portfolio companies of the Funds participate in various purchasing programs organized by Irving Place Capital, and such fees generally do not offset Management Fees; however, Irving Place Capital believes potential conflicts associated with the receipt of such administrative fees are mitigated by the fact that the primary function of strategic services group is to lower, to the extent possible, costs paid by portfolio companies.

As a result of certain Funds' controlling interests in portfolio companies, Irving Place Capital and/or its affiliates typically have the right to appoint board members to such portfolio companies, or to influence their appointment, and to determine or influence a determination of their compensation. From time to time, portfolio company board members approve compensation and/or other amounts payable to Irving Place Capital and/or its affiliates. Irving Place Capital and/or its affiliates may also, from time to time, employ personnel with pre-

existing ownership interests in portfolio companies owned by the Funds or other investment vehicles advised by Irving Place Capital and/or its affiliates. Additionally, Irving Place Capital, its affiliates and/or personnel maintain relationships with (or may invest in) financial institutions or other service providers, some of which will invest (or will be affiliated with an investor) in, engage in transactions with and/or provide services (including services at reduced rates), to Irving Place Capital and/or its affiliates and/or the Funds or other investment vehicles they advise. In addition, portfolio companies may, from time to time, pay certain fees to third party consultants (including consultants introduced or arranged by Irving Place Capital and/or its affiliates that may regularly provide services to one or more Fund portfolio companies), and such fees generally will not offset the Management Fee as described herein. Any of these situations subjects Irving Place Capital and/or its affiliates to potential conflicts of interest.

Irving Place Capital's employees may also choose to participate as purchasers of certain products and services at Irving Place Capital's negotiated rate, on the same terms and conditions as Irving Place Capital and/or the Funds, and thus are beneficiaries of such arrangement(s) to the extent utilized and accordingly pay their share of these costs and expenses. Each person that purchases products and services at the negotiated rate contracts directly with the provider of those products and services and is billed separately for the products and services it purchases, and is liable for the costs of those products and services. This practice may present a conflict of interest as it may provide Irving Place Capital's employees an incentive to recommend certain products and services based on benefits received. Irving Place Capital has a Code of Ethics, among other compliance policies, in place to address such potential conflicts of interest.

From time to time, Irving Place Capital's employees and/or affiliates may receive promotional items and/or other benefits from its portfolio companies on terms not commercially available to all customers. Irving Place Capital has a gifts and entertainment policy, among other compliance policies, in place to address any potential conflicts of interest that may arise from receipt of such gifts or benefits.

DISCIPLINARY INFORMATION

Irving Place Capital and its management persons have not been subject to any material legal or disciplinary events required to be discussed in this Brochure.

OTHER FINANCIAL INDUSTRY ACTIVITIES AND AFFILIATIONS

As described under "Advisory Business" above, the Management Company is affiliated with other Irving Place Capital investment advisers registered with the SEC under the Advisers Act pursuant to the Management Company's registration in accordance with SEC guidance. These affiliated investment advisers operate as a single advisory business together with the Management Company and serve as general partners or managers of the Funds and/or other deal structures and may share common owners, officers, partners, employees, consultants or persons occupying similar positions.

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

Irving Place Capital has adopted the Irving Place Capital Code of Ethics and Securities Trading Policy and Procedures (the “**Code**”), which sets forth standards of conduct that are expected of Irving Place Capital principals and employees and addresses conflicts that arise from personal trading. The Code requires certain Irving Place Capital personnel to report their personal securities transactions, prohibits from, or requires pre-clearance for, Irving Place Capital personnel directly or indirectly acquiring beneficial ownership or disposing of any securities (with limited regulatory exceptions), and prohibits Irving Place Capital personnel from directly or indirectly acquiring beneficial ownership of securities in which Irving Place Capital has material non-public information, without first obtaining approval from the Irving Place Capital Chief Compliance Officer. A copy of the Code will be provided to any investor or prospective investor upon request to Eve Mongiardo, the Chief Compliance Officer, at (212) 551-4500. 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.

Irving Place Capital and its affiliated persons may 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, Irving Place Capital and its affiliated persons would be 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 Irving Place Capital. Accordingly, should Irving Place Capital or any of its affiliated persons come into possession of material nonpublic or other confidential information with respect to any public company, Irving Place Capital would be prohibited from communicating such information to clients, and Irving Place Capital will have no responsibility or liability for failing to disclose such information to clients as a result of following their policies and procedures designed to comply with applicable law. Similar restrictions may be applicable as a result of Irving Place Capital personnel serving as directors of public companies and may restrict trading on behalf of clients, including the Funds.

Principals and employees of Irving Place Capital and its affiliates may, directly or indirectly, own an interest in the Funds or certain co-investment vehicles. Any co-investment vehicles may invest in one or more of the same portfolio companies as the Funds. Co-investment opportunities may also be presented to certain affiliates of Irving Place Capital, as well as third party investors and other persons, and such co-investments may be effected through co-investment vehicles or directly in a particular portfolio company. Additionally, the Funds may invest together with other private investment funds advised by an affiliate of Irving Place Capital in the manner set forth in the Partnership Agreements. Irving Place Capital will allocate investment opportunities or advisory recommendations on a fair and equitable basis, consistent with its fiduciary obligations, the underlying documents for the relevant Fund and the Irving Place Capital investment allocation policy. In the case of co-invests, Irving Place Capital may grant certain third party investors the opportunity to evaluate specified amounts of prospective co-investments in a Fund’s portfolio companies or otherwise to have priority in co-investment opportunities.

Irving Place Capital and its affiliates, principals and employees may carry on investment activities for their own account and for family members, friends or others who do not invest in the Funds, and may give advice and recommend securities to vehicles which may differ from advice given to, or securities recommended or bought for, the Funds, even though their investment objectives may be the same or similar. The operative documents and investment programs of certain vehicles sponsored by Irving Place Capital (the “**Reference Funds**”) may restrict, limit or prohibit, in whole or subject to certain procedural requirements, investments of certain other vehicles in issuers held by such Reference Funds or may give priority with respect to investments to such Reference Funds. Some of these restrictions could be waived by investors (or their representatives or advisory boards) in such Reference Funds. However, Irving Place Capital may or may not, in its sole discretion, seek any such waiver and, in any event, there can be no assurance that any waiver sought would be obtained.

BROKERAGE PRACTICES

Irving Place Capital focuses on securities transactions of private companies and generally purchases and sells such companies through privately-negotiated transactions in which the services of a broker-dealer may be retained. However, Irving Place Capital may also distribute securities to investors in the Funds or sell such securities, including through using a broker-dealer, if a public trading market exists. Although Irving Place Capital does not intend to regularly engage in public securities transactions, to the extent it does so, it will follow the brokerage practices described below.

If Irving Place Capital sells publicly traded securities for a Fund, it is responsible for directing orders to broker-dealers to effect securities transactions for accounts managed by Irving Place Capital. In such event, Irving Place Capital will seek to select brokers on the basis of best price and execution capability. In selecting a broker to execute client transactions, Irving Place Capital 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; (iv) the gross compensation paid to the broker; and (v) the financial strength of the broker.

Irving Place Capital has no duty or obligation to seek in advance competitive bidding for the most favorable commission rate applicable to any particular client transaction or to select any broker on the basis of its purported or “posted” commission rate, but will endeavor to be aware of the current level of the charges of eligible brokers and to reduce the expenses incurred for effecting client transactions to the extent consistent with the interests of such clients. Although Irving Place Capital generally seeks competitive commission rates, it may not necessarily pay the lowest commission or commission equivalent. Transactions may involve specialized services on the part of the broker involved and thereby entail higher commissions or their equivalents than would be the case with other transactions requiring more routine services.

Consistent with Irving Place Capital seeking to obtain best execution, brokerage commissions on client transactions may be directed to brokers in recognition of research furnished by them, although Irving Place Capital generally does not make use of such services at the current time and has not made use of such services since its inception. As a general matter, research provided by these brokers would be used to service all of Irving Place Capital’s Funds. However, each and every research service may not be used for the benefit of each and every

Fund managed by Irving Place Capital, and brokerage commissions paid by one Fund may apply towards payment for research services that might not be used in the service of such Fund.

To the extent that Irving Place Capital allocates brokerage business on the basis of research services, it may have an incentive to select or recommend broker-dealers based on the interest in receiving such research or other products or services, rather than based on its Funds' interest in receiving most favorable execution.

Irving Place Capital does not anticipate engaging in significant public securities transactions; however, to the extent that Irving Place Capital engages in any such transactions, orders for purchase or sale of securities placed first will be executed first, and within a reasonable amount of time of order receipt. To the extent that orders for any Funds are completed independently, Irving Place Capital may also purchase or sell the same securities or instruments for several Funds simultaneously. From time to time, Irving Place Capital 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 Fund of Irving Place Capital is favored over any other Fund.

When an aggregated order is filled in its entirety, each participating Fund 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 Fund participating in such buy or sell order in accordance with the amount of securities originally requested for such Fund. Each Fund 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 the Funds over time.

REVIEW OF ACCOUNTS

The investments made by the Funds are generally private, illiquid and long-term in nature. Accordingly, the review process is not directed toward a short-term decision to dispose of securities. However, Irving Place Capital closely monitors companies in which the Funds invest, and the Chief Compliance Officer periodically checks to confirm that each Fund is maintained in accordance with its stated objectives.

Irving Place Capital will provide to a Fund's limited partners (i) audited financial statements annually, (ii) unaudited financial statements for the first three quarters of each fiscal year, (iii) annual tax information necessary for each partner's U.S. tax returns, and (iv) descriptive investment information for each portfolio company annually.

CLIENT REFERRALS AND OTHER COMPENSATION

Irving Place Capital and/or its affiliates may provide certain business or consulting services to companies in a Fund's portfolio and may receive compensation from these companies

in connection with such services. As described in the Governing Documents, this compensation may, in many cases, offset a portion of the Management Fees paid by a Fund. However, in other cases (*e.g.*, reimbursements for out of pocket expenses directly related to a portfolio company), these fees may be in addition to Management Fees.

From time to time, Irving Place Capital may enter into solicitation arrangements pursuant to which it compensates third parties for referrals that result in a potential investor becoming a limited partner in a Fund. Any fees payable to any such placement agents will be borne by Irving Place Capital indirectly through an offset against the Management Fee.

CUSTODY

Irving Place Capital has established an account with the following qualified custodians to hold funds and securities on behalf of the Funds: Computershare Shareowner Services LLC, 480 Washington Blvd, Jersey City, NJ 07310; J.P.Morgan Securities, 383 Madison Ave, New York, NY 10179; and Merrill Lynch, Pierce, Fenner & Smith Incorporated, 601 Lexington Ave, New York, NY 10022.

Investors will not receive statements directly from custodians. Instead, the Funds are subject to an annual audit in accordance with generally accepted accounting principles as promulgated in the United States. Audited financial statements are distributed to limited partners within 120 days of each Fund's fiscal year-end in accordance with Rule 206(4)-2 of the Advisers Act.

INVESTMENT DISCRETION

Irving Place Capital has discretionary authority to manage investments on behalf of the Funds. As a general policy, Irving Place Capital does not allow a Fund's limited partners to place limitations on this authority. Pursuant to the terms of the Partnership Agreements, however, Irving Place Capital may enter into "side letter" arrangements with certain limited partners whereby the terms applicable to such limited partner's investment in a Fund may be altered or varied, including, in some cases, the right to opt-out of certain investments for legal, tax, regulatory or other similar reasons. Irving Place Capital assumes this discretionary authority pursuant to the terms of the Governing Documents and powers of attorney executed by the limited partners of the Funds.

VOTING CLIENT SECURITIES

Irving Place Capital has adopted the Proxy Voting Policies and Procedures (the "**Proxy Policy**") to address how it will vote proxies, as applicable, for a Fund's portfolio investments. The Proxy Policy seeks to ensure that Irving Place Capital votes proxies (or similar instruments) in the best interest of the Funds, including where there may be material conflicts of interest in voting proxies. Irving Place Capital generally believes its interests are aligned with those of a Fund's investors through the principals' beneficial ownership interests in the Funds and therefore will not seek investor approval or direction when voting proxies. In the event that there is or may be a conflict of interest in voting proxies, the Proxy Policy provides that Irving Place Capital may address the conflict using several alternatives, including by seeking the approval or concurrence of a Fund's advisory board on the proposed proxy vote or through other alternatives

set forth in the Proxy Policy. Irving Place Capital does not consider service on portfolio company boards by Irving Place Capital personnel or Irving Place Capital's receipt of management or other fees from portfolio companies to create a material conflict of interest in voting proxies with respect to such companies. In addition, the Proxy Policy sets forth certain specific proxy voting guidelines followed by Irving Place Capital when voting proxies on behalf of a Fund. If you would like a copy of Irving Place Capital's complete Proxy Policy or information regarding how Irving Place Capital voted proxies for particular portfolio companies, please contact Eve Mongiardo, the Chief Compliance Officer, at (212) 551-4500, and it will be provided to you at no charge.

FINANCIAL INFORMATION

Irving Place Capital 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.