



ICG Advisors

ICG Advisors, LLC

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This brochure provides information about the qualifications and business practices of ICG Advisors, LLC (“ICG”). If you have any questions about the content of this brochure, please contact the Chief Compliance Officer (“CCO”), Allison Petchenick, at (424) 270-8900 or at apetchenick@icgadvisors.com.

The information in this brochure has not been approved or verified by the U.S. Securities and Exchange Commission (“SEC”) or by any state securities authority. Additional information about ICG is also available on the SEC’s website at www.adviserinfo.sec.gov.

ICG refers to itself as a “registered investment adviser” in materials distributed to current and prospective clients. As a registered investment adviser with the SEC, ICG is subject to the rules and regulations adopted by the SEC under the Investment Advisers Act of 1940, as amended (the “Advisers Act”). Registration as an investment adviser is not an indication that ICG or its directors, officers, employees or representatives have attained a particular level of skill or ability in the investment advisory business or any other business.

ITEM 2 – MATERIAL CHANGES TO LAST UPDATING AMENDMENT

Since the last annual update to ICG's brochure filed with the SEC in March 2019 there have been no material changes requiring disclosure. We encourage you, however, to review this brochure carefully in its entirety for additional general updates, including, but not limited to (i) the addition of new investment vehicles, and (ii) the provision of certain administrative services to certain clients.

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ITEM 4 – ADVISORY BUSINESS

A. Advisory Firm

ICG Advisors, LLC is a limited liability company formed under the laws of the State of California in 2008. ICG is majority-owned by Pippy Corp., a Delaware corporation, which is 100% owned by The Assaf Family Trust. ICG offers personalized investment management services to separately managed account clients, and it also serves as the investment adviser to private pooled investment funds as described below.

B. Specialization

ICG generally provides investment advice on a wide variety of U.S. and foreign investment products, including privately placed securities, but does not hold itself out as specializing in any particular type of investment advisory service.

C. Advisory Services

Separately Managed Accounts

ICG provides investment advisory services to individuals, pension and profit sharing plans, trusts, estates, charitable organizations, corporations, partnerships and other business entities (individually, a “*Client Account*”, and collectively, the “*Client Accounts*”). Prior to ICG rendering any advisory services, a Client Account enters into an investment consulting agreement with ICG or establishes a separately managed entity (e.g., a limited partnership or limited liability company) that is sponsored and/or managed by ICG pursuant to an operating agreement. Each investment consulting agreement or operating agreement (each, an “*Advisory Agreement*”) sets out the terms and conditions of ICG’s advisory relationship with the Client Account. ICG bases its investment advice and recommendations on the particular needs, investment objectives, and investment guidelines of each individual Client Account.

With respect to most of its Client Accounts, ICG’s services include advising on the selection of unaffiliated investment managers (“*Portfolio Managers*”) to provide discretionary management to the Client Account portfolios, either directly or indirectly through an investment product such as a private fund. Prior to recommending and selecting a Portfolio Manager, ICG will discuss the Portfolio Manager with the Client Account. This discussion will generally provide information on the Portfolio Manager’s strategy, structure, liquidity, fees and track record. ICG may also recommend investments in certain private funds that are sponsored or otherwise affiliated with ICG, as outlined below.

ICG may assist the Client Accounts in formulating investment objectives and guidelines, and in writing investment policy statements. Client Accounts and potential Client Accounts are generally given an asset management questionnaire which assists ICG in understanding the needs and risk tolerance levels of the Client Account in order to make customized portfolio recommendations for each Client Account.

Once a Client Account’s objectives are determined and agreed upon, ICG conducts an asset allocation study to determine the recommended portfolio asset mix and which Portfolio Managers/asset classes might best achieve the Client Account’s risk/reward goals. The investments made by a Client Account with these recommended Portfolio Managers/asset classes may be in the form of separate accounts, mutual or exchange traded funds or private investment vehicles.

Discretionary and Non-Discretionary Client Accounts

Client Accounts may be discretionary or non-discretionary. For both types of Client Accounts, ICG is available to answer questions regarding the account and to facilitate communication between the Client Account and any Portfolio Managers.

Non-discretionary Client Accounts require ICG to obtain the Client Account's consent for all investment activities, including allocations to Portfolio Managers. Neither ICG nor its associated persons will have any trading or transactional authority with respect to a non-discretionary Client Account (including with respect to third party Portfolio Managers and their related subscription and withdrawal documentation, if applicable).

For discretionary Client Accounts, ICG has the authority to manage the Client Account on a discretionary basis. Such authority will generally include execution of subscription and withdrawal documentation of underlying Portfolio Managers and the authority to transfer funds to and from the underlying Portfolio Managers and their investment products.

Reporting and Monitoring of Portfolio Managers

ICG provides consolidated performance reporting and ongoing monitoring of each Client Account's portfolio. Client Accounts will receive reports from the custodian of the Client Account and from ICG at least on a quarterly basis. The ICG reports are generated from the Client Account's custodial statements and statements provided by the Portfolio Manager or the Portfolio Manager's administrator. ICG does not assume responsibility for the accuracy of information furnished by any third party.

ICG Private Funds

ICG also provides discretionary investment advisory services with respect to private pooled investment vehicles that are sponsored by ICG or an affiliate of ICG (each, an "*ICG Fund*"). ICG will manage each ICG Fund based on the investment objectives and investment restrictions set forth in the governing agreement or confidential offering memorandum of the relevant ICG Fund (each, a "*Memorandum*") and in any other written materials furnished from time to time by the ICG Fund to ICG.

Currently, ICG serves as investment adviser to the following ICG Funds: ICG Access Fund, LLC, ICG Access Fund Offshore SPC Limited, ICG Insurance Fund II LLC, ICG Credit Opportunities Fund, LP, ICG Credit Opportunities Fund 1A, LP, ICG Television City Holdings, LLC ("*ICG CBS*"), ICG MB Holdings, LLC ("*ICG MB*") and Nexii ICG Holdings, LLC ("*Nexii ICG*"). The ICG Funds were formed to pool assets of Client Accounts and other investors (each an "*ICG Fund Investor*" or collectively, the "*ICG Fund Investors*") for the purpose of investing with a number of underlying Portfolio Managers selected by ICG. As such, each ICG Fund is structured in a manner that is commonly referred to as a "fund of funds." The ICG Funds are intended to provide diversification, management expertise and other advantages to ICG Fund Investors or, in the case of ICG CBS and ICG MB, access to an investment opportunity in a specific real estate asset. The ICG Funds are managed only in accordance with their own investment objectives and are not tailored to any particular ICG Fund Investor.

D. Wrap Fee Programs

Not applicable.

E. Assets under Management (as of December 31, 2019)

Discretionary: \$706,689,954

Non-Discretionary: \$4,337,405,773

ITEM 5 – FEES AND COMPENSATION

A. Fees to Client Accounts

Types of Fees

The amount and types of fees paid to ICG by Client Accounts are negotiable and may vary. Fees will be set forth in ICG's Advisory Agreement with each Client Account and determined based on the client's needs, the amount of assets in the Client Account, the complexity of the client's investment objectives and the number of portfolio restrictions.

Under ICG's Advisory Agreement with each Client Account, ICG generally will receive an annual management fee from each Client Account equal to a percentage (the "*Fee Percentage*") of the average gross assets under management in each Client Account during each calendar quarter. The Fee Percentage for each Client Account is generally calculated as a blended rate based on the following standard fee schedule:

First \$25 million	1.00%
Greater than \$25 million but less than or equal to \$50 million	0.75%
Greater than \$50 million but less than or equal to \$100 million	0.50%
Greater than \$100 million but less than or equal to \$250 million	0.40%
Greater than \$250 million but less than or equal to \$500 million	0.30%
Greater than \$500 million but less than or equal to \$750 million	0.25%
Greater than \$750 million	0.20%

For example, a Client Account with \$50 million in average gross assets under management would pay an annual rate of (i) 1.00% on the first \$25 million of such gross average assets under management and (ii) 0.75% on the remainder of such assets.

Client Accounts that engaged ICG prior to September 1, 2012 generally have lower management fees than those set forth above.

The total fees charged to a Client Account may be more or less than fees charged by other firms for similar services.

Payment Method

The management fee will be payable quarterly in arrears. In certain cases ICG's management fee will be deducted directly from the Client Account. Such deduction will occur if the Client Account uses certain

custodians and authorizes the automatic deduction of ICG's management fee. Other Client Accounts pay ICG directly, which payment is due promptly upon receipt of the billing statement from ICG.

If a client terminates its investment consulting agreement on a date other than the end of a calendar quarter, the management fee will be prorated for assets held in the Client Account for less than a full quarter.

A Client Account's custodian will send statements, at least quarterly, showing all positions, transactions, withdrawals, deposits and disbursements for the account, including the amount of the management fee if deducted directly from the Client Account.

Costs and Expenses

Fees paid to ICG by the Client Accounts are separate and distinct from the fees and expenses charged by the unaffiliated Portfolio Managers or their investment products. A description of the fees and expenses of each Portfolio Manager and its investment products is available in each Portfolio Manager's disclosure brochure (*i.e.*, their Form ADV Part 2A) or securities prospectus.

In addition, each Client Account is responsible for any fees, expenses or charges incurred by or on behalf of the Client Account related to (i) custodial services provided for the account, (ii) the acquisition, holding and disposition of investments for the account, including brokerage and execution charges, markups and commissions, and (iii) any other service provided for the Client Account by any person other than ICG. For additional information regarding brokerage and execution charges, see Item 12 below. Client Accounts may also incur additional charges including, but not limited to, mutual fund sales loads, 12(b)-1 fees and surrender charges, and IRA and qualified retirement plan fees. ICG will not receive any portion of such commissions or fees. To date, ICG receives no other compensation in connection with a Client Account. When ICG negotiates lower fees and expenses charged by third parties, all negotiated savings are for the benefit of the Client Accounts.

Refunds

Not Applicable.

Sales Compensation

Not Applicable.

B. Fees to ICG Funds

Types of Fees

Under ICG's investment management agreement with each ICG Fund other than ICG CBS, ICG MB and Nexii ICG, ICG will generally receive an annual management fee of up to 1.00% of the capital commitment or capital account of each ICG Fund Investor. The standard management fee percentages applicable to each ICG Fund are set forth in each ICG Fund's Memorandum. ICG, in its discretion, may waive or reduce the management fee as to all or any of the investors in an ICG Fund or agree with an investor to waive or alter the management fee as to that investor.

Under certain ICG Funds' governing agreements, as applicable, ICG may also receive performance-based compensation, which may be structured as a yearly performance allocation or as a carried interest distribution upon the disposition of any portfolio investment based on the net cash proceeds attributable to such disposition. ICG, in its discretion, may, and indeed have, waive or reduce its performance-based compensation as to all or any of the investors in an ICG Fund or agree with an investor to waive or alter the performance-based compensation as to that investor.

For managing ICG CBS and ICG MB, ICG will receive an annual management fee equal to 0.5% of the gross average asset value of each fund respectively, determined by averaging the gross asset value of the capital accounts of all ICG Fund Investors in each fund as of the last business day of each calendar quarter during any calendar year.

ICG may also provide other administrative services to ICG Funds or other private pooled investment vehicles for a negotiated fee.

Payment Method

The management fee generally will be paid by each ICG Fund quarterly in advance and by ICG CBS and ICG MB annually in arrears. The management fee may be deducted directly from the accounts of ICG Fund Investors or by a drawdown on each investor's capital commitment to the Fund or by use of portfolio proceeds.

A performance allocation for any applicable ICG Fund will be allocated, if earned, from the capital accounts of the ICG Fund Investors to the capital account of the general partner of the ICG Fund. The carried interest distribution for each applicable ICG Fund generally is paid out as a distribution of the net cash proceeds attributable to a disposition of a portfolio investment of the ICG Fund as soon as reasonably practicable after such disposition.

Costs and Expenses

Subject to any expense limitation set forth in the governing agreement, each ICG Fund bears all expenses of its organization and operation, expenses incurred in the purchase and sale of investments, and accounting fees, as determined by ICG. Such expenses may include but are not limited to: (i) legal, auditing, consulting, insurance, administration, financing and accounting fees and expenses of the ICG Fund; (ii) expenses associated with the ICG Fund's financial statements, reports to Fund investors and tax returns; (iii) out-of-pocket expenses and other expenses incurred in connection with the operation of the ICG Fund under the laws of the jurisdiction in which it is organized and any jurisdiction in which it operates or does business; (iv) out-of-pocket expenses of transactions, including those that are not ultimately consummated; (v) expenses of appraisers and consultants; (vi) expenses of litigation and indemnification; (vii) insurance premiums; (viii) expenses of advisory committee meetings and meetings of the ICG Fund investors or of portfolio funds; (ix) any expenses associated with the acquisition, holding and disposition of the ICG Fund's portfolio investments including extraordinary expenses; and (x) any taxes, fees or other governmental charges levied against the ICG Fund. More information regarding expenses that may be incurred by an ICG Fund are set forth in such ICG Fund's Memorandum. The cost of certain insurance premiums is shared among the ICG funds on a *pro-rata* basis. The Administrative Fee is payable quarterly.

ICG Fund Investors may also indirectly bear a portion of any fees or expenses charged by any other investment vehicles or funds in which the ICG Fund invests or other Portfolio Managers to which ICG allocates a portion of ICG Fund assets. Because the ICG Funds are organized primarily as vehicles to invest in other investment funds, such fees and expenses are expected to be significant. These fees will likely include a fixed management fee, which will generally range from 1% - 2% on an annual basis and, in most cases, a performance incentive arrangement, which will generally range from 10% - 20% of the capital appreciation in the underlying private fund's investment for the year. Accordingly, it is important for ICG Fund Investors to understand that they will be charged a second level of fees that would not be charged to an investment vehicle that makes direct investments.

ICG may, at its discretion, choose to pay or reimburse an ICG Fund for all or any portion of such expenses. For additional information regarding brokerage and execution fees, see Item 12 below.

Refunds

Not Applicable.

Sales Compensation

ICG will not receive sales commissions in connection with sales of interests in an ICG Fund.

C. Termination of Consulting & Advisory Agreements

ICG's Advisory Agreement with each Client Account may be terminated by either party upon written notice to the other party. Upon termination, ICG will not be under any obligation to provide additional services or information to the Client Account. Termination of the agreement will not affect the liabilities or obligations of the parties under the agreement arising prior to termination, which shall survive any termination of the agreement. The Client Account may cancel its agreement without penalty within five (5) business days of execution.

Once an Advisory Agreement with a Client Account is terminated, ICG no longer has the responsibility of a fiduciary. If the Client Account is still invested, ICG may assist the Client Account with liquidation of the Client Account's assets. Under the terms of certain Advisory Agreements, should the agreement be terminated within the first year, the Client Account may pay to ICG (i) the greater of (A) the standard fee from the effective date of the consulting agreement through December 31 of such calendar year, or (B) a fee equal to 50% of the standard fee calculated from the effective date of the advisory agreement through the one year anniversary thereof, (ii) minus aggregate fees actually paid through the date of termination. The fees will be charged based on the greater of the end of the month market value when the agreement is terminated or of the initial portfolio size defined in the Client Account's consulting agreement with ICG.

In addition, with respect to a Client Account established after July 2019, after termination of the applicable Advisory Agreement, such Client Account shall continue to pay a legacy investment fee (the "*Legacy Investment Fee*") with respect to investments made prior to the termination thereof (the "*Legacy Investments*"), until such investments are disposed of by such Client Account. The Legacy Investment Fee shall equal the blended management fee rate (based on the standard fee schedule discussed above), solely taking into account assets attributable to the Legacy Investments.

ICG's advisory agreement with each Fund may be terminated in accordance with the investment management agreement between ICG and such Fund.

D. Administrative Fee

ICG also provides administrative services, including but not limited to, reporting on and assisting with capital calls, to several clients for a negotiated administrative fee (the "*Administrative Fee*").

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

ICG receives performance-based compensation from certain ICG Funds as described in Item 5. Performance-based compensation will only be charged in accordance with the provisions of Rule 205-3 under the Advisers Act. Performance-based compensation may create an incentive for ICG to cause a relevant Fund to make investments that are riskier than it would otherwise make.

In the event that some accounts to which ICG provides investment consulting services are charged performance-based compensation but not others, a conflict may arise where ICG has an incentive to treat some accounts preferentially as compared to others because those accounts pay performance-based

compensation or because ICG or one of its portfolio managers or affiliates has an interest in the account. ICG has adopted and implemented policies and procedures that are designed to address this conflict of interest. Further, as a fiduciary, ICG recognizes its duties to act in good faith and with fairness in all of its dealings with its advisory clients.

ITEM 7 – TYPES OF CLIENTS

A. Client Accounts

The holders of Client Accounts are generally high net worth individuals, family offices, trusts, corporations, pensions, endowments and other business entities.

ICG generally requires the holders of Client Accounts to initially provide and maintain a minimum of \$25,000,000 in assets under management. The Client Account minimum may be waived by ICG in its sole discretion.

B. ICG Funds

ICG or an affiliate organized the ICG Funds. ICG serves as investment manager to the ICG Funds.

ICG generally requires ICG Fund Investors to make a minimum initial investment of at least \$1,000,000 (except for ICG Credit Opportunities Fund, LP and ICG Credit Opportunities Fund 1A, LP, which have a minimum initial investment of \$5,000,000, ICG CBS, which has a minimum initial investment of \$38,500, and ICG MB, which has a minimum investment amount of \$62,500). Investors generally must be “accredited investors” under Regulation D and may be required to meet other eligibility requirements, including being eligible to enter into a performance fee arrangement under the Advisers Act. Investors in ICG CBS and ICG MB also must be “qualified purchasers” as defined in the Investment Company Act of 1940, as amended. ICG generally requires ICG Fund Investors to make representations concerning their financial sophistication and ability to bear the risk of loss of their entire investment in an ICG Fund. The minimum contribution and investor requirements may be waived by ICG in its sole discretion.

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

A. Methods of Analysis and Investment Strategies

Investment Analysis

ICG is responsible for conducting research and due diligence on Portfolio Managers and their investment products and making investment recommendations to the Client Accounts and the ICG Funds. ICG uses both quantitative and qualitative methods to analyze the Portfolio Managers. Quantitative analysis begins with an analysis of the historical track record of the Portfolio Manager. ICG gets data from a variety of sources. Most often ICG obtains this data/information directly from the Portfolio Managers. ICG also receives data from external sources including purchased databases and investment analysis software. In most cases data received from an external database is confirmed by the Portfolio Managers for accuracy. ICG uses this information for comparisons to other investment managers and benchmarks.

ICG conducts qualitative analysis through a variety of sources including but not limited to a Portfolio Manager’s Form ADV and the offering documents provided by the Portfolio Manager (if an investment is made into a private investment vehicle).

The due diligence process also includes meetings with the Portfolio Managers. In most cases, two senior professionals have met with members of the unaffiliated Portfolio Manager's firm before a recommendation or investment is made. Furthermore, generally at least one senior analyst of ICG makes a visit to the unaffiliated Portfolio Manager's office prior to an investment or recommendation; however, such a visit is not mandatory.

ICG continually monitors the unaffiliated Portfolio Managers by reviewing updates to the Portfolio Managers' Form ADVs or due diligence questionnaires, meeting with the Portfolio Managers at ICG's or the Portfolio Managers' offices, and through phone and written correspondence with the Portfolio Managers. A member of ICG's team speaks with every Portfolio Manager periodically or as deemed necessary. ICG requests that Portfolio Managers with whom Client Accounts or ICG Funds invest contact ICG promptly if there is a substantial change to the Portfolio Manager's organization.

The investment strategy employed by ICG on behalf of the Client Accounts and the Funds involves significant risks. The following summary of certain risks does not purport to be complete, but includes some of the potential risks generally associated with ICG's investment strategy.

B. Investment Strategy Risks

Acquiring interests in an ICG Fund and/or opening a Client Account with ICG is intended for sophisticated investors who can accept a high degree of risk in their portfolio, do not need regular current income from their investment with ICG and can accept a potential loss of their entire investment. Investment risks specific to the investment strategy of each Fund are described in the Memorandum of the Fund and risks specific to any investment strategy employed by ICG in managing a Client Account will be explained to the client prior to the opening of the Client Account. Such risks may include (but are not limited to):

- *Portfolio Concentration.* Client Accounts and the ICG Funds may hold a relatively small number of investments (and, in the case of ICG CBS, ICG MB or Nexii ICG, a single investment). Although many underlying investments will themselves be diversified, losses incurred in such investments could have a disproportionate effect on the account's overall financial condition.
- *Illiquid Investments.* Client Accounts and the ICG Funds may be invested in private funds, which should generally be treated as illiquid investments. Return of capital and the realization of gains, if any, from the portfolio investments of a Client Account or ICG Fund generally will occur only upon the partial or complete disposition of a portfolio investment which may not occur for a number of years after the portfolio investment is made. It is unlikely that there will be a public market for the securities held by an account at the time of their acquisition.
- *Portfolio Management.* The performance of a Client Account and an ICG Fund will depend on the skill of ICG, its personnel, and the Portfolio Managers in making appropriate investment decisions. The ability of the underlying Portfolio Managers to correctly assess the future course of price movements of stocks, bonds and other financial instruments and markets will significantly affect the success of a Client Account or an ICG Fund. There can be no assurance that ICG or the Portfolio Managers will accurately predict such movements. In addition, the expected lack of liquidity of many of the Portfolio Managers' investments, together with a failure to accurately predict market movements, may adversely affect the ability of ICG or the Portfolio Managers to execute trade orders at desired prices in rapidly moving markets.
- *Private Fund Investments.* Investments with Portfolio Managers may be made through such Portfolio Managers' private investment funds. Private investment funds generally involve various risks and liquidity constraints, a discussion of which is set forth in each Fund's Memorandum, which will be provided to each prospective investor for review and consideration prior to investing. ICG

strongly advises potential investors to engage legal and tax counsel to review Memorandums and other offering documents prior to investing in any private investment fund. Some risks of investing in private investment funds may include loss of all or a substantial portion of the investment due to leveraging, short-selling, or other speculative practices, lack of liquidity because of redemption terms and conditions and that there may not and will not be a secondary market for the fund, volatility of returns, restrictions on transferring interests in the fund, a potential lack of diversification, higher fees than mutual funds, lack of information regarding valuations and pricing and adviser risk. ICG attempts to mitigate these risks through the allocation and diversification processes for ICG Funds and Client Accounts. Additional risks of investing in Portfolio Managers' private investment funds are associated with their particular investment strategies or different types of portfolio investments. Risks of Portfolio Managers' private investment fund strategies and portfolio are described in the offering documents of those funds.

- *Investment and Due Diligence.* Before recommending Portfolio Managers, ICG will conduct due diligence that it deems reasonable and appropriate based on the facts and circumstances applicable to each Portfolio Manager. When conducting due diligence ICG will be required to exercise its professional judgment in evaluating important and complex business, financial, tax, accounting and legal issues. When conducting due diligence and making an assessment regarding an investment, ICG will rely on the resources reasonably available to it, which in some circumstances whether or not known to ICG at the time, may not be sufficient, accurate, complete or reliable. Due diligence may not reveal or highlight matters that could have a material effect on the value of an investment with a Portfolio Manager. Moreover, even if due diligence reveals certain factors that, over time, prove to have a material effect on the value of an investment with a Portfolio Manager, there is no guarantee that in conducting due diligence, ICG will accurately predict at such time which factors ultimately prove to have such a material effect.
- *Expedited Transactions.* Investment analyses, recommendations and decisions by ICG and the Portfolio Managers may be required to be undertaken on an expedited basis to take advantage of investment opportunities. In such cases, the information available to ICG and the Portfolio Managers at the time of an investment decision is made may be limited, and such parties may not have access to detailed information regarding the investment opportunity. Therefore, no assurance can be given that ICG or a Portfolio Manager will have knowledge of all circumstances that may adversely affect an investment. In addition, a Portfolio Manager may rely upon independent consultants in connection with its evaluation of proposed investments; however, no assurance can be given that these consultants will have sufficient time to perform such evaluations nor that they will accurately evaluate such investments.
- *Increased Regulatory Oversight.* Increased regulation and regulatory oversight of private investment funds and their managers may impose administrative burdens on ICG and the Portfolio Managers, including, without limitation, responding to examinations and other regulatory inquiries and implementing policies and procedures. Such administrative burdens may divert ICG's and the Portfolio Managers' time, attention and resources from portfolio management activities. Such regulatory inquiries are generally confidential in nature, may involve a review of an individual's or a firm's activities or may involve studies of the industry or industry practices, as well as the practices of a particular institution.
- *Lack of Fund Investor Participation in Management.* Fund Investors will not have an opportunity to evaluate or approve specific investments, or any particular type or category of investment, prior to a Fund's investing. Decisions with respect to a Fund's management will be made exclusively by ICG, who will have wide latitude within the broad investment guidelines in determining the types of assets it may decide are proper investments for the Fund. ICG has the exclusive right to manage the Funds' investment programs. Fund Investors have no right or power to take part in a Fund's

management, other than by voting on certain matters as provided in the Funds' offering documents. Accordingly, no person should subscribe for interests to a Fund unless such person is willing to entrust all aspects of the Fund's management to ICG.

- *Supervisory Risk and Misconduct of Employees and of Third-Party Service Providers.* Although ICG will use reasonable efforts to supervise its personnel, it is possible that any such person may take an action that is outside the scope of their employment or fail to perform an action that is required by the scope of their employment. Any such action or failure to act may have a material adverse effect on the Client Accounts and/or the Funds. No guarantee or representation is made that ICG will be able to avoid occurrences of such events.

Misconduct by ICG's employees or by third-party service providers could cause significant losses to the Client Accounts and/or Fund Investors. Employee misconduct may include unauthorized activities or concealing unsuccessful activities (which, in either case, may result in unknown and unmanaged risks or losses). In addition, employees and Service Providers (as defined below) may improperly use or disclose confidential information, which could result in litigation or serious financial harm. Although ICG will adopt measures reasonably designed to prevent and detect employee misconduct, such measures may not be effective in all cases. No assurances can be given that the due diligence performed by ICG will identify or prevent any such misconduct.

In addition to the foregoing, losses could also result from actions by Service Providers alone, including, without limitation, failing to record transactions or improperly performing their responsibilities. ICG and the Funds are dependent upon its counterparties and certain third-party service providers, including the administrator, accountants, auditors, legal counsel and other service providers as described elsewhere herein (the "*Service Providers*"). Errors are inherent in the business and operations of any business and although ICG will adopt measures reasonably designed to prevent and detect errors by, and misconduct of, counterparties and Service Providers, and will only transact with counterparties and Service Providers it believes to be reliable, such measures may not be effective in all cases. Errors or misconduct could have a material adverse effect on ICG's clients.

- *Cybersecurity Risk.* As part of its business, ICG processes, stores and transmits large amounts of electronic information, including information relating to the transactions of the Client Accounts and Funds and personally identifiable information of the Fund Investors and holders of Client Accounts. Similarly, Service Providers may process, store and transmit such information. ICG has procedures and systems in place to protect such information and prevent data loss and security breaches. However, such measures cannot provide absolute security. The techniques used to obtain unauthorized access to data, disable or degrade service or sabotage systems change frequently and may be difficult to detect for long periods of time. Hardware or software acquired from third parties may contain defects in design or manufacture or other problems that could unexpectedly compromise information security. Network connected services provided by third parties to ICG may be susceptible to compromise, leading to a breach of ICG's network. ICG's systems or facilities may be susceptible to employee error or malfeasance, government surveillance or other security threats. On-line services provided by ICG to its clients, if any, may also be susceptible to compromise. Breach of ICG's information systems may cause information relating to the transactions of its clients (including personally identifiable information) to be lost or improperly accessed, used or disclosed. Any of the foregoing failures or risks could also be experienced by the Portfolio Managers and/or their respective investment products and service providers.
- *Potential Conflicts of Interest.* In addition to advising Client Accounts and the Funds, ICG employees may engage in investment and trading activities for their own accounts and/or for the accounts of third parties. ICG is not obligated to devote any specific amount of time to the affairs

of the Client Accounts or the Funds. Fund Investors will not be entitled to inspect those trading records of ICG or the employees that are not related to the Client Accounts or the Funds.

- *Co-Investment Opportunities.* Portfolio Managers may occasionally pass along co-investment opportunities to Client Accounts or to ICG Funds. Generally, ICG will not advise Client Accounts whether or not to participate in these opportunities nor will it assess the merits of the particular opportunity. ICG may, in its sole discretion, make such co-investments in the ICG Funds, if it deems the investment suitable or strategic. Co-investment opportunities may be made available through limited partnerships or other entities formed to make such investments (“*Co-Investment Funds*”). ICG will allocate available investment opportunities among ICG Funds and any Co-Investment Fund as it may in its sole discretion determine. In the event that a co-investment is a successful investment, any Fund Investor that did not participate in such co-investment or Co-Investment Fund will not participate in the profits of such investment upon a liquidity event of the underlying investment company or private fund. ICG has adopted policies and procedures to address co-investment opportunities, in an effort to offer co-investment opportunities to ICG Funds to which ICG believes may be suitable for co-investment opportunities.
- *Real Estate Considerations.* ICG CBS and ICG MB invest in a Portfolio Manager’s private real estate fund. Real estate investments are affected by a number of factors, including changes in the general economic climate, local conditions (such as an oversupply of, or a reduction in demand for uses similar to those currently provided for at the property or otherwise contemplated as part of the property’s redevelopment), the quality and philosophy of management, competition based on rental rates, attractiveness and location of the properties, physical condition of the properties, financial condition of buyers and sellers of properties, quality of maintenance, insurance and management services, and changes in operating costs. Certain significant expenditures associated with a real estate investment (such as mortgage payments, real estate taxes, lease obligations and insurance and maintenance costs) are generally not reduced when circumstances cause a reduction in income from the investment property. Real estate investments are also affected by such factors as government regulations (including those governing usage, improvements, zoning and taxes), interest rate levels, the availability of financing, participation by other Investors in the financial markets and potential liability under changing laws.
- *Leverage.* Certain Portfolio Managers may utilize leverage or may make investments in companies whose capital structures may have significant leverage. The use of leverage is a speculative technique that involves special risk considerations. For example, to the extent a portfolio company in which a Portfolio Manager invests is leveraged, its leveraged capital structure will increase the exposure of the company to adverse economic factors such as rising interest rates, downturns in the economy or deteriorations in the condition of the company or its industry sector.

C. Portfolio Investment Risks

ICG generally provides investment advice on Portfolio Managers that invest in a wide variety of U.S. and foreign investment products; ICG does not invest solely in any particular type of investment product. Summaries of the risks associated with any particular Portfolio Manager and its investment strategies may be found in the offering documents pertaining to such Portfolio Manager or in the Memorandum of the relevant ICG Fund.

ITEM 9 – DISCIPLINARY INFORMATION

Not Applicable.

ITEM 10 – OTHER FINANCIAL INDUSTRY ACTIVITIES OR AFFILIATIONS

A. Registration as a Broker-Dealer or Registered Representative

Not applicable.

B. Registration as a Futures Commission Merchant, Commodity Pool Operator, Commodity Trading Adviser or Associated Person

Not applicable.

C. Material Relationships

1. *broker-dealer, municipal securities dealer, or government securities dealer or broker*

Not applicable.

2. *investment company or other pooled investment vehicle (including a mutual fund, closed-end investment company, unit investment trust, private investment company or “hedge fund,” and offshore fund)*

See Item 7 above. ICG Fund Investors in an ICG Fund must understand that each ICG Fund was formed as an investment product to be managed by ICG, and that ICG does not intend to cause any ICG Fund to terminate its investment management relationship with ICG absent ICG’s liquidation or bankruptcy. In addition, ICG Fund Investors may not be permitted to withdraw from an ICG Fund prior to its dissolution.

ICG may from time to time enter into a side letter agreement with one or more investors in an ICG Fund which may, among other terms, provide for (a) withdrawal rights that are more favorable than the rights granted to all other ICG Fund Investors, (b) a reduced management fee and/or performance-based fee or allocation, or (c) greater or more frequent transparency with respect to the ICG Fund.

In addition, neither ICG nor its related persons are obligated to allocate any specific amount of time or investment opportunities to a particular ICG Fund. ICG and its related persons intend to devote as much time as they deem necessary for the conduct of each ICG Fund’s operation and portfolio management, and will allocate investment opportunities in accordance with ICG’s trade allocation policy described in Item 6 above.

3. *other investment adviser or financial planner*

Not applicable.

4. *futures commission merchant, commodity pool operator, or commodity trading adviser*

Not applicable.

5. *banking or thrift institution*

Not applicable.

6. *accountant or accounting firm*

Not applicable.

7. *lawyer or law firm*

Not applicable.

8. *insurance company or agency*

Not applicable.

9. *pension consultant*

Not applicable.

10. *real estate broker or dealer*

Not applicable.

11. *sponsor or syndicator of limited partnerships*

Either ICG or a related person of ICG is the general partner and/or managing member of each ICG Fund. See response 2 above.

D. Recommendation of Other Investment Advisers

Not applicable.

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

A. Code of Ethics

ICG has established a Code of Ethics that will apply to all associated persons with respect to services provided to the Client Accounts and the Fund Investors. ICG's investment consulting agreement with Client Accounts names ICG as a fiduciary under the Advisers Act. As a fiduciary, ICG's responsibility is to provide fair and full disclosure of all material facts and to act solely in the best interest of each Client Account and the Funds at all times. This fiduciary duty is considered the core underlying principle for ICG's Code of Ethics which also includes ICG's Insider Trading and Employee Investment policy statements. ICG requires such associated persons to conduct business with the highest level of ethical standards and to comply with all federal and state securities laws at all times. Upon employment or affiliation and at least annually thereafter, all associated persons will sign an acknowledgement that they have read, understood and agree to comply with ICG's Code of Ethics. ICG has the responsibility to make sure that the interests of all Client Accounts and the Funds are placed ahead of ICG's or the associated persons' own investment interest. Full disclosure of all material facts and potential conflicts of interest will be provided to Fund Investors and Client Accounts prior to any services being performed. ICG will conduct business in an honest, ethical and fair manner and avoid all circumstances that might negatively affect or appear to affect ICG's duty of complete loyalty to all Client Accounts and the Funds.

ICG's Code of Ethics was adopted to avoid and/or mitigate possible conflicts of interest, avoid the inappropriate use of material, nonpublic information and ensure the propriety of such associated persons trading activity.

ICG's associated persons must obtain pre-clearance from the CCO prior to executing certain trades or making certain investments in their personal accounts and they must direct their brokers to send duplicate copies of brokerage statements to the CCO. These records are used to monitor compliance with ICG's policies.

A Client or a potential client may receive a copy of ICG's Code of Ethics upon request.

B. Participation or Interest in Client Transactions

ICG or its related persons may engage in securities transactions with certain Fund Investors or Client Accounts or may recommend investments in portfolio companies in which ICG or a related person has a beneficial or financial interest. Such transactions may include co-investment opportunities in portfolio companies which are offered to some but not all Fund Investors, Client Accounts and/or ICG's advisory personnel or employees. ICG will seek to disclose these potential conflicts of interest to clients in the Memorandum of the Fund and advisory agreement of the Client Account.

ICG may solicit qualified Account Clients to invest in an ICG Fund or other investment vehicle sponsored or managed by ICG (each, an "*ICG-related fund*"). Because of the relationship between ICG and any ICG-related fund, ICG could be considered to have recommended the investment as suitable for a Client Account if such person should invest in the fund. ICG will inform each Client Account of its relationship with an ICG-related fund prior to the client's investment, but does not intend to advise Client Accounts as to the appropriateness of the investment and will not receive any compensation for doing so or for selling interests in an ICG-related fund (except to the extent that ICG receives management fees and performance-based fees from all fund investors).

C. Personal Trading

ICG recognizes that there is a risk that ICG's employees and related persons will compete with the ICG Funds or otherwise engage in personal securities transactions at the expense of a client's interest. In order to maintain a high code of ethics, ICG's Code of Ethics requires that all such transactions be carried out in a way that does not endanger the interest of any client. The Code of Ethics establishes certain pre-clearance procedures and an initial, annual and quarterly securities transaction reporting system that is designed to monitor transactions in related persons' personal accounts and prevent any conflicts that may arise between related persons' personal securities transactions and transactions for clients of ICG. Generally, ICG's employees and related persons are discouraged from personal trading in liquid securities held or traded by advisory clients, and in many circumstances, such transactions will not be authorized. For purposes of the policy, a related person's "personal account" generally includes any account (i) in the name of the related person, his/her spouse, his/her minor children or other dependents residing in the same household, (ii) for which the related person is a trustee or executor, or (iii) which the related person controls, including ICG's client accounts which the related person controls and in which the related person or a member of his/her household has a direct or indirect beneficial interest.

Additional restrictions on personal trading by ICG's related persons may be imposed by ICG or the CCO.

D. Concurrent Trading Activity

As ICG deals primarily with private securities purchased directly from the issuer (i.e., interests in investment funds), ICG will generally not be able to aggregate securities transactions for clients. However, where available and appropriate, ICG may aggregate purchases or sales of any security effected for an account with purchases or sales of the same security effected on the same day for other accounts. When transactions are aggregated, the actual prices applicable to the aggregated transaction will be averaged, and all participating accounts will be deemed to have purchased or sold its share of the security, instrument or obligation involved at such average price. Further, all transaction costs incurred in effecting the aggregated transaction will be shared on a pro rata basis among all participating accounts, except to the extent that certain broker-dealers that also furnish custody services may impose minimum transaction charges applicable to some of the participating accounts.

ITEM 12 – BROKERAGE PRACTICES

A. Selection of Broker-Dealers

ICG does not generally exercise discretion with respect to trading in individual securities in Client Accounts or ICG Funds. When ICG is directed by a Client Account to execute a trade on behalf of the Client Account, they execute each such trade through the custodian of the Client Account on a nondiscretionary basis. Due to fund-of-funds structure of the ICG Funds, ICG does not generally choose or recommend brokers to such accounts.

B. Aggregation of Orders

See Item 11(D) above.

ITEM 13 – REVIEW OF ACCOUNTS

A. Account Review

ICG Client Account reviews may be triggered by a change of goals or objectives, asset valuations or in the event of a rebalancing of a Client Account's investment policy allocation. ICG will be available to discuss the performance of the Client Account and changes in the Client Account's situation which may have an impact on the management of the Client Account.

Jeffrey Assaf is the Chairman of the investment committee. The investment committee conducts the ongoing review of Portfolio Managers recommended to Client Accounts and ICG Funds. Mr. Assaf will review and approve ICG's recommendation of Portfolio Managers and collectively with the voting members of the investment committee will determine the Portfolio Managers recommended to manage the assets of Client Accounts and ICG Funds.

The frequency of reviews conducted on Portfolio Managers will vary from Portfolio Manager to Portfolio Manager, but typically reviews are conducted at least quarterly. Triggering factors for recommending changes to Client Account and ICG Fund portfolios include the relative valuation changes between asset classes, deviation from management style by Portfolio Manager, personnel changes at investment management firms, poor performance, material and/or unacceptable changes in risk characteristics, a change or perceived change in the financial or operational solvency of a Portfolio Manager, fund closures as well as other factors.

B. Client Reports

ICG and/or the qualified custodian(s) of the ICG Funds and Account Clients will transmit unaudited performance reports and account statements at least quarterly to ICG Fund Investors and Client Accounts. Each ICG Fund Investor will receive capital account statements from the ICG Funds' administrator on at least a quarterly basis; certain ICG Funds will provide statements on a monthly basis. Each ICG Fund Investor and any Account Client organized as a separately managed entity will also receive annual audited financial statements and, if necessary, annual tax information for completion of its individual tax returns. ICG may make the reports available in hardcopy or solely via electronic transmission or in electronic form on its website unless otherwise requested by an ICG Fund Investor or Client Account. ICG, in its discretion, may provide more frequent reports and/or more detailed information to all or any of the ICG Fund Investors or Client Accounts.

ITEM 14 – CLIENT REFERRALS AND OTHER COMPENSATION

A. Compensation by Non-Clients

Not applicable.

B. Compensation for Client Referrals

ICG may pay referral fees (non-commission) to independent solicitors for the referral of ICG Client Accounts and/or ICG Fund Investors to ICG in accordance with Rule 206(4)-3 of the Advisers Act. Such referral fee generally represents a share of ICG's asset-based investment management fee. This arrangement will not result in higher costs to the referred Client Account or ICG Fund Investor. In this regard, ICG maintains solicitor's agreements in compliance with Rule 206(4)-3 of the Advisers Act and applicable state and federal laws. All prospective clients referred by solicitors to ICG will be given full written disclosure describing the terms and fee arrangements between ICG and solicitor(s).

ITEM 15 – CUSTODY

ICG will not maintain possession or custody of the funds or securities that a client transferred to a Client Account. The assets transferred to a Client Account will typically be deposited with a qualified custodian selected in accordance with ICG's investment consulting agreement with the Client Account. Under some investment consulting agreements, ICG may cause management fees to be paid out of the Client Account by the qualified custodian. When it does so, ICG will send the client an invoice, concurrently with billing the qualified custodian, showing the amount of the fees, the value of the assets on which they are based, and the computation.

Advisers to separately managed entities or pooled investment vehicles are considered to be in compliance with the Custody Rule if such separately managed entity or pooled investment vehicle: (i) is audited at least annually; and (ii) distributes the audited financial statements prepared in accordance with generally accepted accounting principles to all limited partners (or other beneficial owners) within 120 days (or 180 days in the case of a multi-manager vehicle) of the end of its fiscal year. To ensure compliance with the custody rule, Fund Investors will receive audited financial statements for the particular ICG Fund in which they are invested within the required timeframe after the fiscal year end of such ICG Fund. Alternatively, with respect to discretionary Client Accounts, ICG is subject to an annual surprise assets examination. Such examination is conducted on a surprise basis by an accounting firm registered with and subject to examination by the Public Company Accounting Oversight Board (the "PCAOB"). In furtherance of the Custody Rule, custodian statements are provided to such Client Accounts on a quarterly basis. In addition, accounts statements prepared by ICG will contain a legend urging such Client Accounts to compare the account statements they receive directly from the custodians or third party managers to the account statements provided by ICG.

ITEM 16 – INVESTMENT DISCRETION

ICG does exercise full and exclusive investment discretion over its discretionary Client Accounts. ICG will assist each such account in the formulation of its investment objectives and investment policies and developing a long-term asset allocation strategy with respect to the assets held in the Account (collectively, the "Investment Objectives"). Subject to any limitations set forth in the Investment Objectives, ICG is empowered and authorized on behalf of each discretionary Client Account, to (i) engage and/or disengage any Portfolio Manager, including those Portfolio Managers that manage private investment funds,

separately managed portfolios and/or other client accounts (which authority shall include, without limitation, the authority to enter into, on Client's behalf, an investment management agreement, subscription agreement or other similar agreement with a Portfolio Manager or its investment products, (ii) purchase and/or sell interests in the underlying investment funds managed by Portfolio Managers (which authority shall include, without limitation, the ability to execute subscription agreements and withdrawal forms on the Client Account's behalf), (iii) determine the percentage of Client Account assets to be invested with any such Portfolio Manager and/or in any such underlying fund, and (iv) take such other actions, or direct such custodians, futures commission merchants, brokers or dealers as ICG or the Client Account may from time to time select, to take such other actions, as any officer or employee of ICG may deem necessary or desirable to carry out the purpose and intent of the foregoing.

In addition, subject to any investment restrictions set forth in the governing agreement or Memorandum of an ICG Fund, ICG has discretionary authority to make the determinations described above without obtaining the consent of any ICG Fund.

ICG's discretionary authority is derived from its authority as the investment manager of each ICG Fund and discretionary Client Account and its authority pursuant to an investment management agreement entered into by ICG and the ICG Funds and each discretionary Client Account.

ITEM 17 – VOTING CLIENT SECURITIES

ICG has deemed it to be in the best interests of each Client Account not to vote proxies. However, Portfolio Managers recommended by ICG may vote proxies for Client Accounts. Except in the event a Portfolio Manager votes proxies, Client Accounts maintain exclusive responsibility for: (i) directing the manner in which proxies solicited by issuers of securities beneficially owned by the Client Account shall be voted, and (ii) making all elections relative to any mergers, acquisitions, tender offers, bankruptcy proceedings or other type events pertaining to the Client Account's investment assets. Therefore (except for proxies that may be voted by a Portfolio Manager), ICG and/or the Client Account shall instruct the Client Account's qualified custodian to forward to the Client Account copies of all proxies and shareholder communications relating to the Client Account's investment assets.

With respect to the ICG Funds, voting proxies is unlikely given the structure of the ICG Funds. However, ICG does reserve the right to vote any proxies that do arise within any ICG Fund in a manner that it believes is in the best interest of such ICG Fund. In general, proxy votes will be cast in favor of proposals that maintain or strengthen the shared interests of shareholders and management, increase shareholder value, and maintain or increase the rights of shareholders, and proxy votes will be cast against proposals having the opposite effect. ICG will generally vote with the recommendations of management unless such recommendations are in opposition of the aforementioned principals. The proxy policy requires that ICG evaluate each issue presented on a ballot on a case-by-case basis and vote in a prudent and diligent fashion.

ICG may vote on behalf of the ICG Funds for or against any corporate actions or other transactions undertaken by the Portfolio Managers.

ICG does not vote proxies on behalf of the investors of ICG CBS, ICG MB or Nexii ICG.

Client Accounts and the Funds' Investors may obtain a copy of ICG's proxy voting policy by contacting ICG's CCO at 424-270-8900 or by e-mailing apetchenick@icgadvisors.com.

Class Actions

It is ICG's general policy not to participate in class actions on behalf of Account Clients. ICG will, however, endeavor to participate in class actions on behalf of the Private Funds and Discretionary Client Accounts. Upon request, ICG will provide information necessary to facilitate participation of Non-Discretionary Accounts in class actions.

ITEM 18 – FINANCIAL INFORMATION

A. Prepayment of Fees

Not applicable.

B. Impairment of Contractual Commitments

Not applicable.

C. Bankruptcy Petitions

Not applicable.