

ICAPITAL ADVISORS, LLC

FORM ADV PART 2A

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This brochure provides information about the qualifications and business practices of iCapital Advisors, LLC (“**iCapital**”). If you have any questions about the contents of this brochure (“**Brochure**”), please contact us at (212) 994-7402.

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

iCapital is registered as an investment adviser with the SEC pursuant to the Investment Advisors Act of 1940, as amended (the “**Advisers Act**”). Recipients of this Brochure should be aware that registration with the SEC does not in any way constitute an endorsement by the SEC of an investment adviser’s skill or expertise. Further, registration does not imply or guarantee that a registered adviser has achieved a certain level of skill, competency, sophistication, expertise or training in providing advisory services to its clients.

Item 2: Material Changes

This brochure amendment is made in connection with iCapital's annual updating requirement for 2020 and serves as an update to iCapital's brochure dated March 31, 2019. This brochure contains routine annual updates and clarifying changes to the prior brochure, an update to Item 5, relating to fees and compensation, Item 8 relating to iCapital's due diligence process, and an update to Item 10 relating to additional financial industry affiliations.

Institutional Capital Network, Inc. **(the "Company")**, the parent company of iCapital, closed on a fund-raising round in March of 2020 for \$146MM, to fuel its strategic growth and solidify relationships with partners globally. As part of the capital raise, BlackRock, Inc. relinquished an earlier option to buy the Company outright, in exchange for an increased equity stake. BlackRock remains the Company's largest minority investor but is deemed a controlling shareholder under the Advisers Act (i.e., it holds at least 25% of the Company's aggregate voting equity securities).

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Item 4: Advisory Business

iCapital Advisors, LLC (“**iCapital**”, “**we**”, “**us**” or “**the Firm**”), is a Delaware limited liability company that has been in business since May 2014. We are wholly owned by the Company and have our principal place of business in New York, NY. iCapital Securities, LLC (“**iCapital Securities**”), is a broker-dealer primarily engaged in the private placement of securities and is registered with the SEC and a member of the Financial Industry Regulatory Authority (“**FINRA**”). iCapital Securities serves as the Firm’s private placement agent in respect of certain Funds (as defined below) advised by iCapital and is also a wholly owned subsidiary of the Company. For additional information on iCapital Securities, see Item 14 below.

iCapital provides investment advisory services to the Funds (as defined below) and may provide investment advisory services to other investment vehicles in the future. Investment advice is provided directly to the Funds, subject to the discretion and control of the applicable general partner, and not individually to the investors in a Fund. Each of the Funds is exempt from registration under the Investment Company Act of 1940, as amended. The Funds’ securities are not registered under the Securities Act of 1933, as amended. iCapital’s advisory services primarily include identifying underlying private equity or hedge fund managers with whom to invest the assets of its access funds and/or the ongoing operations and management of existing investments in such underlying funds (“**Private Access Funds**”) or identifying sub-advisors to assist iCapital in managing direct investments (“**Direct Investment Funds**”, each Private Access Fund or Direct Investment Fund, a “**Fund**” and collectively referred to herein as the “**Funds**”). Each Fund is managed in accordance with the applicable Fund’s confidential private placement memorandum (the “**PPM**”). A list of the Funds may be found in the Form ADV Part 1A.

The Private Access Funds managed by iCapital were formed to pool investments of investors for the purpose of investing each such Fund’s assets with private equity or hedge funds (“**Underlying Funds**”) managed by third-party managers (“**Underlying Managers**”) that are selected by iCapital. Each Underlying Fund has its own PPM (“**Underlying Fund PPM**”), which includes important disclosures with respect to investment related risks, macroeconomic considerations, fees and other potential conflict issues, and such other disclosures as are determined appropriate by the Underlying Managers. The Direct Investment Funds primarily make investments directly in certain equity securities recommended by a sub-adviser (a “**Sub- Adviser**”) selected by iCapital in accordance with each such Fund’s respective investment objective and any investment guidelines, as set forth in that Fund’s PPM.

These Funds permit investors to access private equity and hedge funds at investment minimums which may be as low as \$100,000, as set forth in the applicable PPM.

Each Fund is managed only in accordance with its own investment objectives and restrictions and is not tailored to any particular private fund investor (each an “**Investor**” or “**Limited Partner**”). Since iCapital does not provide individualized advice to Investors, Investors should consider whether a particular Fund meets their investment objectives and risk tolerance prior to investing. We do not permit Investors in the Funds to impose limitations on the investment activity described in the Funds’ offering documents. Information about each Fund can be found in its offering documents, including its PPM and limited partnership agreement (the “**LPA**”).

As of December 31, 2019, total discretionary assets under management were \$13,338,859,658. Please note that for certain Funds, December 31, 2019 values were not available from the Underlying Funds and as a result, assets under management for these Funds are as of September 30, 2019.

iCapital has included in its regulatory assets under management the assets of any clients for which it (or one of its affiliates) serves as general partner.

Christopher W. Thome is iCapital's Chief Compliance Officer ("**CCO**").

Item 5: Fees and Compensation

Management Fee for the Funds:

iCapital will charge each Fund a management fee, generally charged quarterly in advance, equal to the aggregate management fee assessed with respect to each Investor. Notwithstanding, iCapital may charge certain Funds a management fee, charged in arrears, equal to the aggregate management fee assessed with respect to each Investor, subject to the Funds offering materials. The management fee charged will typically range between 0.15% to 1.25% per annum, a portion of which, in respect of the Direct Investment Funds only, is paid by iCapital or its affiliates to the applicable Sub-Adviser for services provided by the Sub-Adviser. To the extent an Investor withdraws or is withdrawn other than at the end of a calendar quarter, and the Investor prepaid the management fee up through the end of that calendar quarter, such Investor will generally receive a pro rata share of any management fee it prepaid for any quarter, based on the Investor's date of withdrawal, unless the applicable Fund documents provide otherwise. Notwithstanding the foregoing, iCapital in its sole and absolute discretion may elect to waive or otherwise reduce the management fee attributable to any Investor.

Investor Servicing Fee:

In addition to the management fee described above, iCapital may be entitled to receive an investor servicing fee (which may be referred to from time to time as an "administrative fee" collectively referred to herein as the "**Investor Servicing Fee**"), from the Underlying Manager typically charged as a percentage of the Fund's aggregate capital contributions. Typically, the General Partner of the Underlying Fund is responsible for payment of the Investor Servicing Fee to iCapital. Investors should refer to the Fund's PPM for full disclosure relating to all the fees an investor might be subject to or received by iCapital.

Payments to Underlying Managers:

In addition to the management fee described above, the Private Access Funds are generally subject to their pro rata portion of any fees charged by the Underlying Funds. These fees typically include a management fee, which generally ranges from 1% - 2% on an annual basis, and in most cases an incentive compensation arrangement, which generally ranges from 10% - 20% of the capital appreciation in the Underlying Fund. In respect of the Underlying Funds that are private equity funds, such Private Access Funds are often subject to a preferred return and general partner catch-up. In addition, each Fund will indirectly bear its pro-rata share of organizational expenses and other operational expenses and costs and expenses payable by the Fund to the Underlying Fund. Furthermore, certain Underlying Funds will offset the amount of any management fees payable by a Private Access Fund (and its other limited partners or shareholders) by the amount of any transaction fees, break-up fees, commitment fees, underwriting fees, amendment fees, waiver fees, modification fees, monitoring fees, consulting fees, directors' fees, advisory fees, closing fees and other similar fees received and retained by the Underlying Fund Manager (or any of its affiliates) in respect of such Underlying Fund. Investors should refer to the Underlying Fund PPMs for full disclosure relating to all the fees a Private Access Fund would be subject to in connection with its investment in an Underlying Fund.

Service Providers:

In connection with its management activities, iCapital may engage various service providers. Service providers to each Fund may be compensated as a fund expense (as described below) or may be compensated out of iCapital's fee. iCapital has engaged Dynasty Securities, LLC ("Dynasty") as a service provider for certain Funds. Dynasty may provide certain administrative, marketing and technical support services to iCapital and may receive fees typically ranging from 0.75% - .25% in relation to investors who are clients of Dynasty's network of financial advisory firms. Dynasty is an independent company, not affiliated with iCapital. There is no form of legal partnership, agency, affiliated or similar relationship between iCapital and Dynasty. iCapital may also engage certain registered investment advisors to provide investor services (including assistance with questions regarding investments in Funds, assistance with subscriptions) to their clients currently invested in a Fund. Such registered investment advisors may receive fees typically ranging from 0.5% to .35% in relation to investors for whom they provide these services.

Organizational Expenses:

The Private Access Fund will bear all organizational and offering expenses (including travel, printing, legal, capital-raising, accounting, diligence reports on the Underlying Fund, regulatory compliance, and any administrative or other filings) incurred in connection with the organization, funding and start-up of the Private Access Fund, including the preparation of, and negotiations with respect to, the governing documents of the Private Access Fund.

Fund Expenses:

The Private Access Fund will bear all fees, costs, expenses, liabilities and obligations, without limitation, of the Private Access Fund relating to or attributable to: the Management Fee; organizational expenses; the termination, liquidation, winding up or dissolution of the Private Access Fund; any sales or other taxes, fees or other governmental charges levied against the Private Access Fund and all expenses incurred in connection with any tax audit, investigation, settlement or review of the Private Access Fund; expenses and fees related to audits of the Private Access Fund's books and records and preparation of the Private Access Fund's tax returns and other third-party provider expenses, including expenses related to tax reporting including under the Foreign Account Tax Compliance Act ("FATCA"); costs of preparing, distributing and filing financial statements and other reports to and other communications with the Partners, as well as costs of all other reports, tax returns, tax estimates, Schedule K-1s, or any other administrative, compliance or regulatory filings or reports (including Form PF) of the Private Access Fund, the General Partner or the Investment Advisor, including fees and costs of any third-party service providers and professionals related to the foregoing; any costs or expenses in connection with the Private Access Fund's admission to the Underlying Fund (including, the legal costs of completing subscription booklets, negotiating any side letter agreements with the Underlying Fund and any subsequent closing interest charged to the Private Access Fund in connection with its admission to the Underlying Fund); extraordinary one-time expenses of the Private Access Fund; all expenses relating to distributions to the Partners and other expenses associated with the acquisition, holding and disposition of the Private Access Fund's investments, including extraordinary expenses; actual, threatened or otherwise anticipated litigation, mediation, arbitration or other dispute resolution process, including any judgment, other award or settlement entered into in connection therewith; indemnification (including any fees, costs and expenses incurred in connection with indemnifying any Partner or other person and advancing fees, costs and expenses incurred by any such person in defense or settlement of any claim that may be subject to a right of indemnification pursuant to the Partnership Agreement); financing, commitment, origination and similar fees and expenses; broker, dealer, finder, underwriting (including both commissions and discounts), loan administration and private placement fees, sales commissions, investment banking fees and fees for

similar services; brokerage, sale, custodial, depository, trustee, record keeping, account and similar services; the costs and expenses (including travel-related expenses) of hosting meetings of the Partners, or otherwise holding meetings or conferences with Limited Partners, whether individually or in a group; expenses attributable to normal and extraordinary investment banking, commercial banking, accounting, research, auditing, appraisal, advisory, valuation, legal and recording fees and expenses, administrative (including any fees and expenses of the administrator or custodian related to the Private Access Fund, the General Partner or the Investment Advisor), custodial and registration services provided to the Private Access Fund and any expenses attributable to consulting services, including in each case services with respect to the proposed purchase or sale of securities by the Private Access Fund that are not reimbursed by the issuer of such securities or others (whether or not any such purchase or sale is consummated); filing, title, transfer, registration and other similar fees and expenses; printing, communications, marketing and publicity; developing, licensing, implementing, maintaining or upgrading any web portal, extranet tools, computer software or other administrative or reporting tools (including subscription-based services) for the benefit of the Private Access Fund or the Limited Partners; any activities with respect to protecting the confidential or non-public nature of any information or data; fees and expenses incurred in connection with or otherwise relating to the preparation of form documentation in respect of transfers; amendments to, and waivers, consents, or approvals pursuant to, the constituent documents of the Private Access Fund, the General Partner, the Investment Advisor or their affiliates and any Alternative Investment Vehicles; fees and expenses incurred in respect of any arrangement to provide additional liquidity to Limited Partners and facilitate the process for Limited Partners to sell all or any portion of their Interests; complying with any law or regulation related to the activities of the Private Access Fund (including regulatory expenses of the General Partner incurred in connection with the operation of the Private Access Fund and legal fees and expenses related thereto); any governmental inquiry, investigation or proceeding involving the Private Access Fund, including the amount of any judgments, settlements, or fines paid in connection therewith; and directors and officers liability, errors and omissions liability and general partnership liability premiums and other insurance and regulatory expenses to protect the Private Access Fund, the General Partner, the Investment Advisor and any of their respective partners, members, stockholders, officers, directors, employees, agents or affiliates in connection with the activities of the Private Access Fund. Private Access Fund expenses also include any costs and expenses associated with the ongoing operations of any Alternative Investment Vehicles (including administrative fees and expenses; legal and recording fees and expenses; any fees and expenses of consultants, economists, outside counsel, accountants and other third-party service providers; any taxes (including withholding taxes), fees or other governmental charges levied against such Alternative Investment Vehicles, including tax preparation expenses; expenses relating to any audit, investigation, governmental inquiry or public relations undertaking and litigation, insurance, indemnification and extraordinary expenses). In addition to the foregoing, Private Access Fund expenses include, and therefore Limited Partners will be responsible for, all of the operating expenses of the General Partner and the Investment Advisor with regard to the Private Access Fund and any Alternative Investment Vehicles. Such expenses shall be in addition to, and shall not reduce the unpaid portion of, any Limited Partner's Subscription (i.e., a Limited Partner shall be required to contribute amounts in addition to its Subscription to fund such expenses). The Private Access Fund shall reimburse the General Partner, the Investment Advisor or their respective affiliates for any Private Access Fund expenses paid by them on behalf of the Private Access Fund. The Limited Partners shall reimburse the Private Access Fund for all Private Access Fund expenses on a pro rata basis based on the ratio of each Limited Partner's Subscription to the aggregate Subscriptions of all Limited Partners.

In addition to the foregoing costs and expenses, Limited Partners will indirectly bear the cost of the Private Access Fund's pro rata share of any management fees, carried interest, placement fees, organizational expenses, taxes, indemnification and other costs and expenses, as applicable, payable by the Private Access Fund as a limited partner of the Underlying Fund.

For the avoidance of doubt, the Private Access Fund's share of management fees and

organizational expenses of the Underlying Fund shall be in addition to, and shall not reduce, the unpaid portion of the Private Access Fund's commitment to the Underlying Fund (i.e., the Private Access Fund will be required to contribute amounts in addition to its commitment to fund such management fee and organizational expenses (as described further in the Underlying Fund PPM)).

The Direct Investment Funds will bear all the ordinary and extraordinary expenses in connection with the offering of its interests and operations, including without limitation: the cost of producing and distributing offering memoranda and other marketing and subscription materials; printing and mailing costs; filing and regulatory fees and expenses (including any costs and expenses in connection with regulatory filings and reports required to be made by a Direct Investment Fund, the applicable general partner or the Firm relating to such Direct Investment Fund), pricing and valuation fees and expenses (including the costs and expenses of valuation agents); accounting, custodial, administrative, legal, audit, bookkeeping and tax preparation fees and expenses (including fees and expenses of any administrator or custodian); computer software, licensing, programming and operating expenses; investment research and research-related products and services; data processing costs; consultant fees; tax, litigation and extraordinary expenses, if any, including, without limitation, indemnification, dispute resolution, litigations and related legal fees and expenses; investment expenses whether relating to investments that are consummated or unconsummated (e.g., expenses which, in the determination of the applicable general partner, iCapital or any sub-adviser, if appropriate, are related to the investment of such Direct Investment Fund's assets, such as brokerage commissions, spreads, mark-ups on securities, interest expenses, custodial and sub-custodial transaction charges and any costs associated with collateral management); insurance expenses, bank charges, currency hedging costs; and other investment and operating expenses. Expenses borne by any such Direct Investment Fund for audit expenses, preparation of the Funds' tax returns and liquidation expenses of such Direct Investment Fund may be subject to a cap as set forth in the applicable Direct Investment Fund's PPM. Please refer to the applicable Fund PPM for further details.

iCapital will pay all overhead expenses, including its employees' salaries, rent, utilities, etc.

Item 6: Performance-Based Fees and Side by Side Management

iCapital may charge the Funds a performance-based fee or carried interest to its Investors. Performance-based compensation may create an incentive for iCapital to make decisions regarding the timing and manner of realization of investments differently than if such compensation were not received. In addition, a Private Access Fund will bear its pro rata share of management fees, performance fees, carried interest or other expenses charged by an Underlying Fund. Please refer to the iCapital and applicable Underlying Funds' PPM for further details and methods of calculating the fees charged to the applicable Private Access Fund.

Item 7: Types of Clients

The Clients of iCapital are the Funds. The Funds rely on an exemption from the definition of “investment company” under Section 3(c)(7) or Section 3(c)(1) of the Investment Company Act, which requires that its securities are to be held exclusively by “Qualified Purchasers” as defined in the Investment Company Act. iCapital offers interests in the Funds pursuant to Regulation D and Regulation S under the 1933 Act.

Investors in the Funds may include high net worth individuals and estate planning vehicles as well as a variety of institutional investors (e.g., employee benefit plans, endowments, foundations, corporations and other types of entities and other corporations or businesses) meeting the terms of the exceptions and exemptions under which the Funds operate and wishing to invest in accordance with a particular Fund’s investment objective.

iCapital does not have a minimum size for a Fund, but the minimum investment commitment in a Fund is generally \$100,000 or \$250,000 depending on the Fund, although iCapital has the authority to accept subscriptions for a lesser amount.

iCapital may from time to time enter into letter agreements or other similar agreements (collectively, “Side Letters”) with one or more investors or shareholders of a pooled investment vehicle which provide such investor or shareholder(s) with additional and/or different rights (including, without limitation, with respect to management fees, the performance allocations, withdrawals, access to information and additional capacity offered by the third-party managers, minimum investment amounts and liquidity terms) than such shareholder(s) or investors have pursuant to general terms of such pooled investment vehicle. iCapital will not be required to notify any or all of the other investors or shareholders of any such written agreements or any of the rights and/or terms or provisions thereof, nor will iCapital be required to offer such additional and/or different rights and/or terms to any or all of the other investors or shareholders.

Item 8: Methods of Analysis, Investment Strategies and Risk of Loss

Underlying Fund Manager/Sub-Adviser Selection:

The Private Access Funds' primary investment objective will be to allow investors to gain exposure to select fund managers at significantly lower investment minimums than would be required for a direct investment in any Underlying Fund. iCapital will accomplish this by leveraging our sourcing advantages and employing an ongoing multi-phase diligence approach. The Direct Investment Funds' investment objective is to provide its investors access to portfolio management by a variety of Sub-Advisers selected by iCapital.

Diligence (Private Equity Funds):

iCapital's private equity due diligence process involves multiple phases, and a summary of each phase is below:

Phase I: We begin by compiling a forward calendar of funds coming to market, which consists of over 600 funds that are already in market raising or are expected to begin fundraising over the next 12-18 months. We construct this pipeline by leveraging a variety of data sources and relationships within the private equity community. The senior professionals on our in-house origination and diligence team each have between 10 and 20 years of experience and bring deep networks of alternative fund manager relationships. These relationships have proven to be crucial to us in gaining access to what we believe to be quality funds in the market. Given the wide interquartile spread in historical performance among managers, being able to access high performing private equity managers is critical in building a top-tier program, and our combined experience and relationships provide us with a solid foundation to source attractive opportunities.

Additionally, iCapital has established a proprietary group of leading placement agents in the private equity industry. The consortium consists of over a dozen agents, eight of which are investors in iCapital either through their firms or via direct investment by senior professionals. These firms include several of the top placement agents (including the Private Fund Group at Credit Suisse, the Park Hill Group, and Eaton Partners) as well as high quality mid-size and boutique agents such as Monument Group and Capstone Partners. Collectively, these firms employ dozens of professionals who are meeting with, and evaluating, private fund managers on a daily basis. iCapital speaks with key members of these firms on a fairly regular basis, comparing notes on our respective forward calendars and refining our "short list" of funds that we want to focus on. This process enables iCapital to efficiently identify what we believe to be the most promising funds that are expected to come to market over the next 12-18 months. In addition, iCapital is able to leverage the relationships that senior professionals in our strategic consortium have cultivated. In instances where iCapital is seeking a meeting with a private fund manager, but does not have a direct relationship, we will reach out to members of our consortium and, in most cases, we will receive an introduction. We believe our placement agent consortium is an invaluable resource in helping us filter the market for private funds and also gain access to top tier managers.

To supplement the information that we gather through this proprietary network, we also review data from Pitchbook, which is a leading source of intelligence for the alternative investment industry. It provides comprehensive data on private equity, real estate, infrastructure, and private debt, including a list of funds that are in the market and prior performance of those managers. Once we have constructed a robust pipeline of funds that are coming to market, we seek to create market maps to focus on the highest quality managers in most strategies. We seek to hold initial meetings with these managers to evaluate their investment strategy and team dynamics, as well as to understand their market opportunity. In a given year, our team will have a meaningful

interaction (meeting or conference call) with 150 to 200 private equity managers across different strategies. Our “focus group” of funds typically comprises 5-10% of the funds in our forward calendar or pipeline. While the list fluctuates, it usually has between 40 and 60 funds out of the 600+ in our pipeline.

Phase II: Once we have isolated promising funds coming to market in the upcoming 18 months, we proceed to the second phase of our due diligence process. During this phase, we do a comprehensive evaluation of the manager’s track record, a detailed benchmarking analysis, and a thorough review of the competitive landscape to ensure that we are selecting high quality managers. Our market mapping exercise is critical in understanding the competitive landscape and how a particular manager stacks up against its peers. We will hold an initial meeting with the investment team and seek to analyze the fund’s investment strategy, review the quality and competency of the investment team, and gain a better understanding of how the firm has created value in its prior funds, and understand the market outlook and whether the business model that delivered successful results in the past is still sustainable. This initial meeting is normally scheduled for 1.5 to 2 hours. Also, during this phase of diligence, we review the fund’s Private Placement Memorandum (“PPM”), Limited Partnership Agreement (“LPA”), and ancillary marketing materials. We also start making reference calls to understand market positioning, team stability and depth, effectiveness of the firm’s sourcing strategy, etc. Once we decide to advance a fund to Phase III in our process, we will notify our investment committee and solicit their feedback.

Phase III: Our third phase of due diligence focuses on a much deeper analysis of a fund manager based on both qualitative and quantitative metrics. Our qualitative analysis typically begins with a half day or full-day onsite meeting with each manager, where we meet with senior members of the firm’s investment team. Before meeting with a manager, our team spends a significant amount of time evaluating data room materials provided by the manager. We prepare an agenda with a thorough list of questions. These questions allow us to “throw-off” a manager from its traditional marketing pitch while giving us control of the meeting, dictating areas of discussions. We aim to cover many different topics during these meetings, including team depth and stability, investment strategy & marketing positioning, competitive landscape, loss ratio, discussion of poor investments & lessons learned, review of existing pipeline, case studies, etc. We assess the manager’s compensation structure and succession plan, if applicable, to ensure consistency of team and alignment of interest. We continue to conduct numerous reference calls with individuals that have been independently identified by iCapital, in addition to references provided by the manager. This may include management teams of past and/or present portfolio companies, institutional investors, former employees, peer firms, and service providers such as bankers and lawyers. Our qualitative review is supplemented by a quantitative analysis, which includes a comprehensive track record assessment where we evaluate several performance metrics as well as identify performance attributes, such as public market equivalent returns (PME), dispersion of returns, benchmark performance, loss ratios, partner attribution, and other inputs. During this process, we examine performance and capital deployed across a number of variables, including by sector, deal type, geography, multiple paid, etc. Normally, this process includes numerous meetings/calls with the fund manager’s team, and our Phase III process can last 3 to 5 weeks.

We also conduct operational due diligence during this phase and spend time with a manager’s operations, finance, and legal teams. We will interview these teams to understand their competency to effectively manage a fund. We focus on control over a fund’s cash flows, fund accounting and administration, valuation methodologies, business continuity and disaster recovery plan, material legal matters, and IT systems used by the manager. We will also conduct background checks on key individuals. Overall, our due diligence process takes 4 to 6 weeks to complete.

Finally, we do a comprehensive review of the fund terms and ensure that the terms are in line

with similar strategies and follow market standards. Upon completion of our review, we prepare a detailed due diligence report outlining our findings with a summary of strengths and weaknesses. This report will include our analysis of both qualitative and quantitative metrics highlighted above. This due diligence report is presented to our investment committee for approval. Our investment committee is comprised of six members, including three independent members with no management responsibilities at iCapital; these members each have 25 to 35 years of experience in the alternative investment industry. A unanimous vote of the investment committee is required for any investment opportunity to be approved and made available to our network.

Diligence (Hedge Funds):

The Hedge Fund due diligence process encompasses numerous phases, and a summary of each phase is described below:

Phase I - Market Assessment: Determine the market opportunity and the platform needs. We continually strive to identify those investment strategies that are particularly well-positioned within the current market environment. Specifically, we look to focus our diligence efforts on those funds that we believe are in a position to take advantage of a unique market opportunity that is not easily addressable in a traditional, long-only construct, where highly skilled managers have a competitive advantage from a long/short perspective (e.g. structured credit, quantitative equity, global macro, systematic trading). From a platform-needs perspective, we seek to maintain an offering of 2-to-3 managers within each of the key strategy verticals across a diverse mix of manager profiles. As part of this process, we are constantly examining the overall HF universe to assess the comparative opportunity set within each market segment. Several members of the iCapital diligence team have 10-20 years of experience evaluating large, small, emerging and established funds in all strategies, which we leverage when assessing which strategies offer the most compelling risk vs. reward opportunities across various global markets.

Phase II- Screening: Identify those managers that are elevated to our focus list. We build a peer universe, leveraging iCapital's full sourcing & research capabilities to identify those managers with what we believe to be a comparatively strong operating history and the ability to provide alpha-driven performance (e.g. compelling net returns over a market cycle factoring in volatility, downside risk, market/strategy beta, etc.). iCapital typically considers only those funds that have at least a 5-year track record and a minimum of \$500 million in assets, while newer or smaller funds may be made available on an opportunistic basis or within a composite portfolio.

Phase III - Initial Diligence: Commence investment due diligence on those focus list managers, which includes an initial meeting or conference call, followed by several follow-up points of contact to develop a deeper understanding of the quality of the investment and operational team, the overall strength of the organization, the key drivers of return, risk factor exposures, portfolio construction, risk management discipline and the potential stability and durability of performance over the long-term. Only those funds that possess the requisite combination of experience, discipline and identifiable value-add vs. peers are considered for a more rigorous diligence assessment.

Phase IV - Advanced Diligence: Further diligence where our research team seeks to leverage our collective experience over the past two decades to assess which funds are performing well across the investment strategy spectrum. We analyze portfolios, review underlying positions, perform a statistical "ABCD" analysis (Alpha, Beta, Correlation, Drawdown), conduct reference checks that are provided to us and independently sourced, and ultimately begin drafting a detailed due diligence report. Additionally, iCapital has partnered with Castle Hall to perform independent, third-party operational reviews of all hedge fund that are potentially made available to our network of investors (all reports can be accessed by registered iCapital network members).

Phase V - Investment Approval: Once iCapital is comfortable with our internal investment and the independent operational due diligence findings, we prepare a detailed due diligence report outlining our findings with a summary of strengths and weaknesses, and our analysis of both qualitative and quantitative metrics. This due diligence report is presented to our investment committee for approval. Our investment committee is comprised of six members, including three independent members with no management responsibilities at iCapital; these members each have 25 to 35 years of experience in the alternative investment industry. A unanimous vote of the investment committee is required for any investment opportunity to be approved and made available to our network.

Phase VI - Ongoing Monitoring: Post-investment, iCapital diligence professionals meet and/or speak with each approved Fund on a quarterly basis, and more often as needed (e.g. if there is any organizational turnover, a market dislocation impacting the strategy, performance-related issue, etc.). Formal quarterly reports are generated and made available to keep investors apprised of their investments consistently over time. iCapital diligence professionals are also available to address investor questions regarding their hedge fund investments, views on investment strategies and broad industry trends that may impact select funds over time.

With respect to all of its diligence activities, while iCapital intends to conduct both investment and limited operational due diligence with respect to the Underlying Funds as part of the investment selection process and it believes its due diligence and investment selection process is thorough, there can be no assurance that the Underlying Funds selected will ultimately be successful. Further, operational due diligence will be limited and will not consist of a full forensic accounting or a detailed review of internal conflicts. Accordingly, there is the risk that iCapital may not detect conflicts of interest, fraudulent behavior or investment, administrative or operational weaknesses within the Underlying Funds that may give rise to substantial losses.

Private Access Funds: Custom Engagements:

In certain cases, iCapital may be engaged by an Underlying Fund Manager or distribution agent to facilitate access to a specific underlying investment vehicle. In such capacity, iCapital will create and manage a Private Access Fund solely in an operational capacity to facilitate such investments and will not conduct investment or operational due diligence with respect to the underlying fund vehicle and/or its target investments. Accordingly, there is the risk that iCapital may not detect conflicts of interest, fraudulent behavior or investment, administrative or operational weaknesses within the Fund that may give rise to substantial losses.

References to “Fund” in the discussion of risks below shall mean any of the Private Access Funds, Direct Investment Funds and/or Underlying Funds, as applicable.

Risk of Loss:

Investing in securities involves risk of loss that Investors should be prepared to bear. Investors should consider the risks before investing in any Fund.

The list of risk factors below is not a complete enumeration or explanation of the risks involved in an investment through iCapital or any of the Funds it manages. Prospective investors are urged to consult their professional advisers and review the offering memorandum and other legal documents of the particular Fund before deciding to invest.

Certain Risk Factors and Conflicts of Interest:

Potential investors should carefully consider the risks of an investment in the Private Access Fund,

which include, but are not limited to, the risks outlined below as well as the detailed discussion with regard to risks and conflicts of interest generally applicable to the Underlying Funds set forth in the Underlying Fund PPMs.

Risks Associated with Investing in the Private Access Fund. The risks and conflicts of interest described in the Underlying Fund PPMs with respect to the Underlying Funds and an investment therein apply generally to the Private Access Fund and the Interests. Moreover, without limiting the application or generality of the foregoing, the Private Access Fund will be a newly formed entity (i) that will not be registered under the Investment Company Act, (ii) that will issue illiquid securities that are not registered under the Securities Act or any other laws, (iii) that will not register under the Exchange Act, (iv) the Interests of which will be subject to restrictions on transfer and will have no public market, (v) which will not be permitted to make full or partial withdrawals from the Underlying Funds pursuant to the terms of the Underlying Funds' governing agreements (except in very limited circumstances) and (vi) with respect to which, investors may lose the entire amount of their investment. The returns of the Private Access Fund will depend almost entirely on the performance of its investment in the Underlying Funds and there can be no assurance that the Underlying Funds will be able to implement its investment objective and strategy or avoid substantial losses. Certain ongoing operating expenses of the Private Access Fund, which will be in addition to those expenses borne by the Private Access Fund as an investor in each Underlying Fund (e.g., carried interest, management fees, Underlying Fund expenses, organizational expenses and other expenses and liabilities borne by investors in the Underlying Funds), generally will be borne by the Private Access Fund and the Investors with a corresponding impact on the returns to the Limited Partners. Such additional expenses of the Private Access Fund will reduce the Private Access Fund's performance relative to each Underlying Fund. Pending investment in an Underlying Fund, the Private Access Fund may invest a portion of its assets in short-term interest-bearing accounts which would not meet such Underlying Fund's overall return objectives. Although the Private Access Fund expects to invest substantially all of its capital in the Underlying Funds, its performance will not be identical to the returns achieved by the Underlying Funds. The costs and expenses applicable to an investment in the Private Access Fund itself (including the Management Fee) will necessarily result in the Private Access Fund underperforming the Underlying Funds. In addition, a variety of other factors may contribute to deviations between the performance of the Private Access Fund and the Underlying Funds, including, but not limited to, the size of the Private Access Fund's cash reserve that is not invested in the Underlying Funds.

Although the Private Access Fund will be an investor in the Underlying Funds, Investors in the Private Access Fund will not themselves be equity holders of the Underlying Funds and will not be entitled to enforce any rights directly against the Underlying Funds or Underlying Fund Managers or assert claims directly against the Underlying Funds or the Underlying Fund Managers or any of their respective affiliates. An Investor in the Private Access Fund will have only those rights provided for in the Partnership Agreement and will not be permitted to attend the annual meeting of investors of the Underlying Funds. The General Partner is not the general partner or manager of any Underlying Fund. None of the Private Access Fund, the General Partner, the Investment Advisor or any of their affiliates will take part in the management of any Underlying Fund or have control over its management strategies and policies. The Private Access Fund is subject to the risk of bad judgment, negligence, or misconduct of the general partner or manager of the Underlying Funds and its affiliates. There have been a number of instances in recent years in which pooled investment vehicles investing in third-party funds have incurred substantial losses due to sponsor misconduct. Investors, by acquiring the Interests, will have no direct voting rights in the Underlying Funds. The Partnership Agreement will provide for indemnification of the General Partner, the Investment Advisor and their respective affiliates and certain other indemnified parties and any such indemnification (and the expense thereof) will be in addition to any indemnification granted under the constituent documents of each Underlying Fund. Investors in the Private Access Fund may be required to return amounts distributed to them by the Private Access Fund to fund the Private Access Fund's and the Underlying Funds' indemnity obligations and other liabilities, subject to certain exceptions and restrictions set forth in the Partnership Agreement. Investors in the Private Access Fund may receive in-kind distributions to the extent an

Underlying Fund distributes securities in-kind to its investors and the securities or other assets so received in an in-kind distribution may not be marketable or otherwise freely tradable. With respect to any such securities or other assets distributed in-kind, the risk of loss and delay in liquidating these securities or assets will be borne by the Limited Partners of the Private Access Fund, with the result that such Limited Partners may receive less cash than reflected in the fair value of such securities as determined by the General Partner pursuant to the Partnership Agreement.

By making the Private Access Fund available, neither the General Partner nor any of its affiliates is providing investment advice or making any recommendation as to the advisability of an investment in the Private Access Fund or the Underlying Funds. The General Partner, the Investment Advisor and their affiliates and personnel are not required to devote all or any specified portion of their time to managing the Private Access Fund's affairs, or from engaging in any other business activities, whether or not competitive with the Private Access Fund. Each prospective investor in the Private Access Fund should consult with its own counsel and advisors as to all legal, tax, financial and related matters concerning an investment in the Private Access Fund.

The General Partner cannot currently predict the timing and amounts of the capital contributions that will be required to be made by Limited Partners to the Private Access Fund. Such capital contributions may be called on an irregular basis. The General Partner may require each Limited Partner to make a capital contribution to the Private Access Fund on the date it is admitted to the Private Access Fund, in which case it will provide written notice of the exact size and timing of any such initial capital contribution in advance of such admission.

Capital Contributions Are Not Expected to Be Capped at Limited Partner's Subscription Amount.

Each Limited Partner may be required to make contributions in excess of its Subscription. The Private Access Fund may invest all or substantially all Subscriptions in the Underlying Funds. As a result, the extent to which a Limited Partner will be required to make contributions in excess of its Subscription will depend on the percentage of aggregate capital commitments called by the Underlying Funds. The extent to which a Limited Partner will be required to make contributions in excess of its Subscription will also depend in part on the amount of Private Access Fund-level fees and expenses charged and the percentage of Subscriptions the Private Access Fund invests in the Underlying Funds.

Co-Investment Opportunities.

The Underlying Fund Managers may offer co-investment opportunities with respect to certain investments to be made by the Underlying Funds and may generally allocate any such opportunities among interested parties in their sole discretion. The Private Access Fund will not participate in co-investment opportunities, which may result in lower total returns realized by the Private Access Fund relative to other investors in the Underlying Funds who participate in co-investment opportunities.

Compensation.

iCapital Securities often receives a placement fee as a result of its placement of certain investors in certain private investment funds available via the iCapital network ("iCapital Funds"). Such placement fee is typically a percentage of the aggregate capital commitments of an iCapital Fund to its respective underlying fund. The existence of such placement fee could create a potential conflict of interest. The prospect of receiving such compensation creates an incentive for iCapital Securities to place investors in the iCapital Funds from which it receives a placement fee over other investment vehicles from which it does not receive a placement fee. The Investment Advisor may retain and compensate registered investment advisors or placement agents for the purpose of marketing and selling the Interests. Any such arrangement may incentivize a registered investment advisor or placement agent to recommend the Interests to investors where they might not otherwise make such recommendation or to recommend the Interests to investors over another investment. Certain management persons of the

Investment Advisor (or its affiliates) are also involved with soliciting investment advisors to participate in the iCapital network and in performing diligence on such investment advisors with which to launch access vehicles, such as the Private Access Fund. Such relationship may create potential conflicts of interest. The Investment Advisor addresses these conflicts by providing in its Code of Ethics that all supervised persons have a duty to act in the best interests of each investor and by providing training to supervised persons with respect to conflicts of interest and how such conflicts are resolved under the Investment Advisor's policies and procedures. Furthermore, compensation for management persons is not based on any transaction-based compensation received by the Investment Advisor (or its affiliates).

Reliance Upon Outside Data Vendors.

The General Partner and the Investment Adviser will receive data and other information regarding the performance of the Underlying Funds' investments from outside vendors, including the Underlying Fund Managers and the Underlying Funds' administrators. Such data may include price quotations, earnings reports, balance sheets, and other indicators of financial performance. The General Partner and the Investment Adviser have no independent means to ensure that such data is error-free or to discover that such data is in other ways incomplete or inaccurate.

Cyber Security Breaches, Identity Theft and Fraud.

iCapital's information and technology systems may be vulnerable to damage or interruption from computer viruses, network failures, computer and telecommunication failures, infiltration by unauthorized persons and security breaches, usage errors by their respective professionals, power outages and catastrophic events such as fires, tornadoes, floods, hurricanes and earthquakes. Although iCapital (and its vendors) has implemented various measures to manage risks relating to these types of events, if these systems are compromised, become inoperable for extended periods of time or cease to function properly, iCapital may have to make a significant investment to fix or replace them. The failure of these systems and/or of disaster recovery plans for any reason could cause significant interruptions in iCapital's operations and result in a failure to maintain the security, confidentiality or privacy of sensitive data, including personal information relating to investors (and the beneficial owners of investors). Such a failure could harm iCapital's reputation, subject it and its respective affiliates to legal claims and otherwise affect their business and financial performance. In addition, the iCapital and its affiliates are also subject to the risk of fraud. While systems and procedures may be in place which iCapital believes are designed to detect and deter fraud, such systems and procedures may not be effective in all circumstances to prevent the risk of fraud.

Impact of Disease Epidemics.

The outbreak of an infectious disease in the United States or elsewhere, such as novel Coronavirus ("COVID-19"), together with any resulting travel restrictions or quarantines, could result in disruptions to employment and supply chains and otherwise have a negative impact on the economy and business activity in the United States and worldwide and thereby adversely affect the business, financial condition, results of operations and prospects of certain companies in which the Underlying Fund and the Private Access Fund may be directly or indirectly invested, and may adversely impact the performance of such investments. The risk of further spreading of COVID-19 has led to significant uncertainty and volatility in the financial markets.

The extent to which any Private Access Fund investments and, indirectly, any Underlying Fund investments, are adversely impacted by the COVID-19 outbreak will largely depend on future developments, which are highly uncertain and cannot be accurately predicted, including the severity and duration of the outbreak and the actions taken to contain the outbreak. An outbreak of an infectious disease could also have a material adverse effect on the Private Access Fund's and the Underlying Fund's business prospects, financial condition and operations, including the ability of the

Private Access Fund, its administrator and the Underlying Fund's managers and their respective employees and/or third party service providers and other counterparties to render adequate services to or otherwise fully support the administration and operation of the Private Access Fund and the Underlying Fund. Additionally, the perception of an outbreak of COVID-19 or another contagious disease may also have an adverse effect on the economic conditions of a particular region and may result in significant market volatility, which could have an adverse effect on the performance of the investments of the Underlying Fund and, indirectly, of the Private Access Fund.

Other Funds or Managed Account Agreements with Similar Strategies.

The General Partner, the Investment Advisor and/or the Underlying Fund Managers may, in each of their sole discretion, manage other funds, and/or enter into management or advisory agreements with respect to managed accounts or other similar arrangements (collectively, "Managed Accounts") that provide an investment strategy and program similar to that of one of the Private Access Fund and/or one or more of the Underlying Funds. As a result of such other funds and Managed Accounts, certain investors with access to investment programs similar to that of the Private Access Fund or the Underlying Funds may receive additional benefits (including, but not limited to, reduced fee obligations, the ability to withdraw from a Managed Account or other fund on shorter notice and/or expanded informational rights) that Limited Partners in the Private Access Fund will not receive. Neither the Private Access Fund nor the respective Underlying Fund Managers will be required to notify any or all of the Limited Partners in the Private Access Fund of any such Managed Account or other funds or any of the rights and/or terms or provisions thereof, nor will the Private Access Fund or such Underlying Fund Managers be required to offer such different rights and/or terms to any or all of the Limited Partners in the Private Access Fund. The General Partner, the Investment Advisor and/or the Underlying Fund Managers may enter into such Managed Accounts with any party as it may determine in its sole discretion at any time. The Partners will have no recourse against the Private Access Fund, the General Partner, the Investment Advisor, and Underlying Fund Managers and/or any of their affiliates in the event that an Underlying Fund Manager provides additional and/or different rights and/or terms as a result of such Managed Accounts.

Default.

If a Limited Partner fails to make a required capital contribution to the Private Access Fund on its due date (including, without limitation, recalls of distributed capital), regardless of the reason (including legal or other prohibitions), the General Partner may impose substantial penalties on such Limited Partner and use any available remedies to enforce the contribution obligation. If the Private Access Fund fails to make a capital contribution with respect to its investment in an Underlying Fund when due, whether as a result of a default of a Limited Partner or otherwise, such Underlying Fund may exercise various remedies against the Private Access Fund that, if caused by the default of a Limited Partner to the Private Access Fund, may or may not be allocated solely to such defaulting Limited Partner, including forfeiture of all, or a part of, such defaulting Limited Partner's indirect investment in such Underlying Fund. Notwithstanding the foregoing, a default by any Limited Partner could still have a material negative impact on the return of the Private Access Fund as a whole (including Limited Partners that have not defaulted on their commitment to the Private Access Fund).

Lack of Transferability or Redemption of Interests.

In light of the fact that there are restrictions on withdrawals, transfers and redemptions, and the Interests are not registered under the U.S. federal or state securities laws or similar laws of any non-U.S. jurisdiction, an investment in the Private Access Fund will be an illiquid investment. There will not be any market for the Interests. Investments in the Private Access Fund should therefore be considered only by persons financially able to maintain their investment for an extended period of time, who can afford a loss of all or a substantial part of their investment and have the financial ability to satisfy capital calls. Even if the Private Access Fund's investment in the Underlying Funds proves

successful, it is unlikely to produce a realized return to Limited Partners for a period of years.

No Recourse Against the Underlying Funds.

Limited Partners of the Private Access Fund will not be equity holders of the Underlying Funds, will have no direct interest in the Underlying Funds and will have no standing or recourse against the Underlying Funds, the Underlying Fund Managers, their respective affiliates or any of their respective advisors, officers, directors, employees, partners or members.

No Rights to Vote or Participate.

In the event that there is an issue to be voted upon by the investors of an Underlying Fund, generally the General Partner in its discretion, and not the Limited Partners, will determine how the Private Access Fund's interest in such Underlying Fund will be voted. In addition, none of the Private Access Fund, the General Partner, the Investment Advisor or the Limited Partners will have an opportunity to participate directly in the control, management or day-to-day operations of the Underlying Funds.

Certain Information Regarding the Underlying Funds May Not be Disclosed to Limited Partners.

The Underlying Fund Managers, the Underlying Funds or their respective affiliates may have certain confidential information relating to the Underlying Funds and their portfolio companies and investments that have not and will not be disclosed to the Limited Partners of the Private Access Fund.

Terms of the Underlying Funds.

The terms of the Underlying Funds are subject to change. There can be no assurances that the respective investors of an Underlying Fund will not further amend the governing agreement of such Underlying Fund. Neither the Private Access Fund nor the General Partner will have the ability to unilaterally block any amendment of the governing agreement of an Underlying Fund. None of the Underlying Fund Managers, the Underlying Funds or the General Partner or any of their respective affiliates will have any liability or responsibility to any Limited Partner for any changes to the terms of the Underlying Funds. The General Partner is under no obligation to revise or supplement this Memorandum, notwithstanding any amendments to the governing agreement of an Underlying Fund and neither the Underlying Funds nor the Underlying Fund Managers are under an obligation to revise or supplement this Memorandum or the Underlying Fund PPMs.

Side Letters.

The Private Access Fund and/or the General Partner acting in its capacity as general partner of the Private Access Fund may enter into other written agreements ("Side Letters") with one or more Limited Partners of the Private Access Fund (and an Underlying Fund or an Underlying Fund Manager may do the same with respect to limited partners of such Underlying Fund). These Side Letters may entitle a Limited Partner to make an investment in the Private Access Fund on terms other than those described herein, in the Partnership Agreement, and in the subscription agreements relating to the purchase of the Interests. Any such terms, including with respect to (i) reporting obligations of the Private Access Fund, (ii) transfers to affiliates, (iii) withdrawal rights due to adverse tax or regulatory events, (iv) consent rights to certain Partnership Agreement amendments, (v) payment of the Management Fee, or (vi) any other matters, may be more favorable than those offered to any other Limited Partners. If the Private Access Fund and/or the General Partner acting in its capacity as general partner of the Private Access Fund enter into a Side Letter entitling a Limited Partner to withdraw from the Private Access Fund, any election to withdraw by such Limited Partner may increase any other Limited Partners' pro rata Interest.

No Guarantee Qualified Matching Service Will be Available.

While the General Partner or its affiliate has set up a Qualified Matching Service with a third party to assist with transfers of Interests, there is no guarantee that a Qualified Matching Service will be available when a Limited Partner desires to sell their Interests in the future. In addition, the Partnership Agreement prohibits transfers of Interests without the consent of the General Partner, which may be granted or withheld in the sole discretion of the General Partner (regardless of whether a Qualified Matching Service is available). Lastly, there is no guarantee that the constituent documents of the Underlying Funds will allow for transfers of Interests without the consent of the applicable general partner or other managing person of the Underlying Funds.

Repayment of Distributions.

The Private Access Fund may be required to repay to an Underlying Fund or to pay creditors of an Underlying Fund, as applicable, distributions previously received by it. In addition, the Private Access Fund may be required to pay to an Underlying Fund amounts that are required to be withheld by such Underlying Fund for tax purposes. The Private Access Fund may require Limited Partners to return to the Private Access Fund all or part of any distribution by the Private Access Fund to the Limited Partners in order to satisfy all or any portion of the Private Access Fund's indemnification and other obligations, whether to an Underlying Fund or otherwise. Similarly, Limited Partners may be required to repay or pay such amounts to the Private Access Fund if the Private Access Fund is unable otherwise to meet its obligations.

Leverage.

The Private Access Fund may borrow money for the purpose of satisfying permitted withdrawals, making distributions to Partners, paying organizational or operating expenses and/or making required capital contributions or other payments to the Underlying Funds and for temporary liquidity purposes. Such borrowings will be an obligation of the Private Access Fund. The Private Access Fund may provide collateral to the banks from which it borrows by pledging some or all of the assets of the Private Access Fund (the "Private Access Fund Assets") and/or the Subscriptions to the Private Access Fund. In such event, the Private Access Fund may also be required to delegate the rights to issue drawdown notices and to receive capital contributions to a third party. This procedure exposes the Private Access Fund to the risk that for whatever reason, including, the default, insolvency, negligence, misconduct or fraud of such banks, the Private Access Fund will not reacquire the ownership of such Private Access Fund Assets upon the repayment by the Private Access Fund of such loans. Also, the Private Access Fund will be unable to reacquire such Private Access Fund Assets if the Private Access Fund defaults on such loans. The Private Access Fund's failure or inability to reacquire such Private Access Fund Assets from the banks in whose name the Private Access Fund Assets are pledged in support of a loan could involve the Private Access Fund in protracted litigation and, potentially, result in the complete loss of such Private Access Fund Assets. While the General Partner will cause the Private Access Fund to borrow money only from banks they believe to be creditworthy, there can be no absolute certainty that such banks will return such Private Access Fund Assets to the Private Access Fund upon the repayment of such loans. In addition, Limited Partners may be required to provide such information and execute and deliver such documents as the General Partner may reasonably request in connection with such borrowings. If a Limited Partner fails to pay required capital contributions or other payments to the Private Access Fund to repay such borrowings, the other Limited Partners will bear a disproportionate percentage of such borrowing, including the costs of such borrowing.

The Underlying Funds may utilize leverage at the Underlying Fund level when making portfolio investments or leveraged capital structures on investments. The use of leverage by the Underlying Funds may increase the volatility of the Underlying Fund's, and in turn the Private Access Fund's, returns and risk of loss. The use of leverage exposes investments to a higher level of investment risk,

including the risk that cash flows will be insufficient to meet required payments of principal and interest. The Private Access Fund will be subject to these risks to the extent it incurs indebtedness directly or indirectly.

Risk of Limited Diversification.

There is no guaranty that the Private Access Fund will be able to invest in any particular Underlying Fund in which it does not already hold an investment on the date a Limited Partner is admitted to the Private Access Fund, and the Private Access Fund may invest in other private investment funds with a similar investment focus to those pre-identified Underlying Funds. In addition, the assets of the Private Access Fund are subject to greater risk of loss than if they were more widely diversified. Poor performance on the part of the Underlying Funds will cause poor performance of the Private Access Fund. If the Private Access Fund is not able to raise enough capital, it will also invest less in the Underlying Funds than originally contemplated.

Competition for Investments.

The Private Access Fund will compete with other entities for the acquisition of investments in private investment funds. Such competition may come from other fund of funds, groups such as institutional investors, investment managers, industrial groups, and others. There may be intense competition for investment opportunities, and such competition may result in less favorable investment terms than would otherwise be the case. The Private Access Fund may be unable to find a sufficient number of attractive opportunities to meet its investment objectives. There can, therefore, be no assurance that investments of the Private Access Fund will meet all the investment objectives of the Private Access Fund, or that the Private Access Fund will be able to invest all of its available capital.

Possibility of Increased Government or Market Regulation.

The enactment of the Dodd-Frank Wall Street Reform and Consumer Protection Act of 2010 (the "Dodd-Frank Act") in the United States has substantially changed and will continue to substantially change the financial regulatory landscape and the scope of the U.S. federal securities laws, rules and regulations and other federal laws, rules and regulations governing the financial industry. Moreover, the Dodd-Frank Act has granted increased regulatory and enforcement powers to certain federal agencies and other regulatory and administrative bodies. The Dodd-Frank Act calls for such agencies and other regulatory and administrative bodies to promulgate rules and regulations concerning a vast array of issues pertinent to the financial industry. The Dodd-Frank Act and the various rules and regulations promulgated thereunder has had, and will continue to have, a significant impact on the "hedge fund" industry as a whole. The Dodd-Frank Act provides for enhanced regulation of derivatives. It is difficult to predict the effect of such regulation on the iCapital Fund and its investments. Furthermore, because some of the rules and regulations required to be promulgated under the Dodd-Frank Act have yet to be adopted (or proposed in certain instances), it is not possible to predict what impact such future rules and regulations will have on the financial industry as a whole. When adopted, such rules and regulations could have a material adverse impact on the profit potential of the iCapital Fund.

Disqualification of Certain "Bad Actors" from Rule 506 Offerings.

The Interests are being offered to eligible investors without registration under the Securities Act by reason of the exemption from the registration requirements of the Securities Act set forth in Section 4(a)(2) thereof and Rule 506 of Regulation D promulgated thereunder ("Rule 506"). The Private Access Fund would be disqualified from relying on Rule 506 for any offer or sale of Interests if certain "bad actors" are involved in such offering, unless the disqualification could not have been identified by the Private Access Fund in the exercise of reasonable care or has been waived by the SEC staff. The Private Access Fund has implemented certain procedures to prevent any "Covered Person" (as defined

in Rule 506(d)) subject to a “disqualifying event” (as defined in Rule 506(d)(1) of Regulation D) from participating in the offering of Interests or investing in the Private Access Fund. Covered Persons include, but are not limited to, the General Partner, the Investment Advisor, any placement agent to the Private Access Fund and beneficial owners of 20% or more of the Private Access Fund’s voting equity securities. The General Partner may, in its sole discretion, involuntarily redeem all or a portion of a Limited Partner’s Interest to satisfy the conditions set forth in Rule 506. Nevertheless, there is a risk that the Private Access Fund will be required to terminate the offering of Interests in the event that an affiliate, Limited Partner holding 20% or more of the Private Access Fund’s voting equity securities, or anyone else who otherwise qualifies as a Covered Person becomes subject to a disqualifying event.

Lack of Registration Under the Commodity Exchange Act.

The General Partner and the Investment Advisor intend to qualify for an exemption from registration as a commodity pool operator with respect to the Private Access Fund pursuant to CFTC Rule 4.13(a)(3) under the Commodity Exchange Act and plans to claim such exemption with the National Futures Association (“NFA”). Accordingly, the General Partner and the Investment Advisor will not be subject to certain regulatory requirements with respect to the Private Access Fund (which are intended to provide certain regulatory safeguards to investors) that may otherwise be applicable absent such an exemption. The General Partner and the Investment Advisor intend to also qualify for an exemption from registration as a commodity trading advisor under CFTC Rule 4.14(a)(8) and plans to claim such exemption with the NFA. If any future regulatory change causes the General Partner or the Investment Advisor to lose either exemption, there could be a material adverse effect on the Private Access Fund.

In addition, the General Partner may operate a Fund pursuant to CFTC Rule 4.7, which provides certain disclosure, reporting and recording relief. Accordingly, neither the General Partner nor the Investment Advisor will deliver to Limited Partners a CFTC-prescribed disclosure document or certified annual reports to investors. However, the Limited Partners will receive audited financial statements of the iCapital Fund on an annual basis and the periodic statements described herein.

U.S. Federal Income Tax Reform.

Tax reform legislation enacted in December 2017 (the “Tax Reform Act”) has resulted in fundamental changes to the Code. Among the numerous changes included in the Tax Reform Act are (i) a reduction to the corporate income tax rate, (ii) a partial limitation on the deductibility of business interest expense, (iii) an income deduction for individuals receiving certain business income from “pass-through” entities, (iv) changes in the treatment of carried interest which requires a recipient of carried interest to hold an investment for three years in order for the carried interest related to such portfolio investment to be treated as capital gains for tax purposes, (v) a partial shift of the U.S. taxation of multinational corporations from a tax on worldwide income to a territorial system (along with a transitional rule which taxes certain historic accumulated earnings and rules which prevent tax planning strategies which shift profits to low-tax jurisdictions) and (vi) a suspension of certain miscellaneous itemized deductions, including deductions for investment fees and expenses, until 2026. The impact of the Tax Reform Act on an investment in the Private Access Fund is uncertain. Prospective investors should consult their own tax advisors regarding changes in tax laws.

Real Estate Tax Risks.

Real property owned by the Underlying Funds will likely be subject to real property taxes and, in some instances, personal property taxes. Such taxes may increase as property tax rates change and as the properties are assessed or reassessed by taxing authorities. An increase in property taxes on real property owned by the Underlying Funds could adversely affect the Underlying Funds’ results from operations and could decrease the value of that real property.

Annual Income Tax Information.

Limited Partners will likely be required to obtain extensions for filing U.S. federal, state and local income tax returns. Each Limited Partner will be furnished information on an IRS Form 1065 Schedule K-1 for preparation of such Limited Partner's individual U.S. federal income tax return. The furnishing of such information is subject to, among other things, the timely receipt by the Private Access Fund of information from the Underlying Funds, and there can be no assurance that such information, the format of such information or the timing of its distribution will be sufficient for the Limited Partners to determine their tax liability, if any, under the requirements of their respective jurisdictions, to make such determinations on a timely basis, or to comply with all applicable tax filing requirements.

Taxes in Excess of Distributions; "Phantom" or "Dry" Income.

A Limited Partner will be taxed on its share of taxable income from the Private Access Fund, regardless of whether the Private Access Fund makes any distributions. Such taxable income is commonly referred to as "phantom" or "dry" income. Moreover, Limited Partners may be allocated taxable income from the Private Access Fund for a tax year, even though they only receive distributions in such tax year intended to be treated as a return of capital.

Tax-Exempt Investors and UBTI.

Tax-exempt investors should expect to recognize UBTI from the Private Access Fund, which will create a requirement to make tax filings and pay taxes. With the exception of tax-exempt investors that are Governmental Plans that are not Restricted Governmental Plans, the Private Access Fund is not available to tax-exempt investors (unless expressly permitted by the General Partner). In addition, the Private Access Fund will not be open to IRAs, and such IRAs may, as an alternative, consider an investment in the International Private Access Fund.

Non-U.S. Investors and ECI, U.S. Federal Income Tax Withholding and Branch Profits Taxes.

Non- U.S. investors should expect to recognize ECI through the Private Access Fund. Non-U.S. investors also should expect to be subject to U.S. federal income tax withholding, and may be subject to the U.S. branch profits tax, on their shares of income from the Private Access Fund, and should expect to be subject to U.S. tax return filing requirements. Unless expressly permitted by the General Partner, the Private Access Fund is not available to non-United States persons.

Controlled Foreign Corporations.

A special tax regime applies to certain U.S. persons who own stock of a "controlled foreign corporation" (a "CFC"). In general, a non-U.S. corporation will be a CFC if more than 50% of its stock is owned by U.S. shareholders who own 10% of the entity. The Tax Reform Act expands this definition to include any U.S. person that owns, directly or under applicable constructive ownership rules, at least 10% of the voting power or value of the non-U.S. corporation's stock. As a result, the situations in which a foreign corporation is treated as a CFC will be increased.

Passive Foreign Investment Company Considerations.

If any portfolio investment company of an Underlying Fund is a "passive foreign investment company" for U.S. federal income tax purposes (a "PFIC"), then a taxable U.S. Limited Partner could be subject to substantial adverse U.S. federal income tax consequences with respect to such PFIC. If a "qualified electing fund" election (as defined in Section 1297 of the Code) (a "QEF Election") has not been made with respect to a PFIC, distributions received by a taxable U.S. Limited Partner from a PFIC (through the Private Access Fund), to the extent they exceed 125% of the average distributions received in the

preceding three years, and gain recognized when the PFIC interests are sold, will be subject to a special taxing regime. Such excess distributions and gains will be allocated ratably over the holding period for such interests; the amount allocated to the current year will be taxed as ordinary income; and the amount allocated to any previous year will be taxable at the highest rate of tax in effect for the taxable U.S. Limited Partner for that year. An interest charge also will be imposed. Any adverse tax consequences of a PFIC investment may be limited if a QEF Election is made by the Underlying Funds. Under such election, a taxable U.S. Limited Partner would generally be required to include currently its pro rata share of the PFIC's ordinary earnings and net capital gain. If that income is later distributed, such distribution would be tax-free. The Underlying Funds may make investments in portfolio investment companies which are treated as PFICs, and we can provide no assurance that the Underlying Funds will make a QEF Election with respect to any PFIC, or, if such election is made, that it would be complied with.

Structuring of Investments.

The Underlying Funds may structure and hold investments in such a manner in which they deem appropriate in the relevant circumstances in consideration of multiple factors. As a result, no assurance can be provided that the Underlying Funds' investments will be structured or held in a manner addressing the interests of the Underlying Funds limited partners, including the Private Access Fund, nor in a tax-efficient manner with respect to the Underlying Funds' limited partners, including the Private Access Fund.

Filing Obligations in Non-U.S. Jurisdictions and in State and Local Jurisdictions; Non-U.S. Taxes. Limited Partners may be required to file tax returns in non-U.S. jurisdictions and in state and local jurisdictions as a result of activities of an Underlying Fund. In such case, it is possible that neither the Private Access Fund nor the Limited Partners will be aware of such tax payment and/or tax filing requirements in all cases, or have sufficient information to comply with such tax payment and tax filing requirements.

Moreover, Limited Partners may be subject to significant levels of non-U.S. taxation in connection with such activities, including potentially confiscatory levels of taxation, thereby reducing the earnings potential of their investment. Substantial withholding taxes may also apply to non-U.S. entities in which the Underlying Funds may invest.

Holding Period Requirement.

The Tax Reform Act has made substantial changes to U.S. federal income tax laws, including by treating performance allocations as short-term capital gain for U.S. federal income tax purposes if certain new holding period requirements are not met. These new holding period requirements could affect investment decisions, including the timing of dispositions by the Underlying Funds and could adversely affect returns for Limited Partners. In addition, these new holding period requirements could subject employees or other individuals performing services for the Underlying Funds who directly or indirectly benefit from carried interest in respect of the Underlying Funds to higher rates of U.S. federal income tax on such carried interest than was the case under prior law. As a result, the changed treatment of carried interest under these rules could adversely affect such employees or other individuals who benefit from carried interest, which could make it more difficult for the underlying managers to incentivize, attract, and retain individuals to perform services for the Underlying Funds.

Treatment of Withholding Taxes.

Notwithstanding anything to the contrary in the Partnership Agreement, the amount of any taxes paid by or withheld from receipts of the Private Access Fund will be deemed distributable to a Limited Partner only if such taxes are determined with reference to the status of such Limited Partner and if such taxes are not imposed substantially on all of the partners.

FATCA. FATCA requires all entities in a broadly defined class of foreign financial institutions (“FFIs”) to comply with a complicated and expansive reporting regime or be subject to 30% U.S. federal income tax withholding on certain U.S. payments and requires non-U.S. entities that are not FFIs to either certify they have no substantial U.S. beneficial ownership or to report certain information with respect to their substantial U.S. beneficial ownership or be subject to 30% U.S. federal income tax withholding on certain U.S. payments. FATCA also contains complex provisions requiring participating FFIs to withhold on certain “foreign passthru payments” made to nonparticipating FFIs and to holders that fail to provide the required information. The definition of a “foreign passthru payment” is still reserved under the current regulations; however, the term generally refers to payments that are from non-U.S. sources but that are “attributable to” certain U.S. payments and gross proceeds as described above. FATCA is currently in effect, however, pursuant to recently issued proposed regulations (which can be relied upon until final regulations are issued), withholding on payments of gross proceeds from the sale or other disposition of property that can produce U.S. source interest or dividends would be eliminated and withholding on payments of certain foreign passthru payments would not be effective until two years after final regulations are promulgated that define the term “foreign passthru payment.”

The Private Access Fund may invest in FFIs through an Underlying Fund. The reporting obligations imposed under FATCA require FFIs to enter into agreements with the IRS to obtain and disclose information about certain investors to the IRS or, if subject to an Intergovernmental Agreement (an “IGA”), register with the IRS. IGAs are generally intended to result in the automatic exchange of tax information through reporting by an FFI to the government or tax authorities of the country in which such FFI is domiciled, followed by the automatic exchange of the reported information with the IRS. These reporting requirements may apply to underlying entities in which the Private Access Fund is deemed to invest and the Private Access Fund will not have control over whether such entities comply with the reporting regime. Any amounts withheld pursuant to FATCA that are allocable to a Limited Partner may, in accordance with the Partnership Agreement, be deemed to have been distributed to such Limited Partner to the extent the taxes reduce the amount otherwise distributable to such Limited Partner. Prospective investors should consult their own tax advisors regarding all aspects of FATCA as it affects their particular circumstances.

Partnership Audit Legislation. Under the Bipartisan Budget Act of 2015, legislation was enacted that significantly changes the rules for U.S. federal income tax audits of partnerships (the “BBA Rules”). Such audits will continue to be conducted at the partnership level, but unless a partnership qualifies for and affirmatively elects an alternative procedure, any adjustments to the amount of tax due (including interest and penalties) will be payable by the partnership. Under the elective alternative procedure, a partnership would issue information returns to persons who were partners in the audited year, who would then be required to take the adjustments into account in calculating their own tax liability, and the partnership would not be liable for the adjustments. If the Private Access Fund or the Underlying Funds or potential investments of the Underlying Funds do not or are not able to make such an election, then (1) the then current Partners of the Private Access Fund or the Underlying Funds or potential investments of the Underlying Funds (as the case may be) in the aggregate, could indirectly bear income tax liabilities in excess of the aggregate amount of taxes that would have been due had the Private Access Fund or the Underlying Funds or potential investments of the Underlying Funds (as the case may be) elected the alternative procedure, and (2) a given Partner may indirectly bear taxes attributable to income allocable to other Partners or former Partners, including taxes (as well as interest and penalties) with respect to periods prior to such Partner’s ownership of Interests. Amounts available for distribution to the Partners may be reduced as a result of the Private Access Fund’s, Underlying Funds’ or potential investments of the Underlying Funds (as the case may be) obligations to pay any taxes associated with an adjustment.

In the event of an audit, these new rules (and similar rules enacted in other jurisdictions, such as any applicable states, municipalities and foreign countries), and any elections thereunder, may significantly affect the amount and timing of tax (and associated interest and penalties) that is required to be borne by an Underlying Fund, the Private Access Fund and the Limited Partners as well as the manner in

which such amounts are allocated among the Limited Partners (including former Limited Partners) of the Private Access Fund. While we cannot provide any assurance, the General Partner generally intends to seek to ensure that the BBA Rules do not materially modify the current allocation of tax costs among Partners. Under the Partnership Agreement, current and former Partners may be required to indemnify the Private Access Fund for any tax costs that are allocable to them. In addition, if any taxes (including any interest and penalties) are borne directly by a “tax partnership” in which the Private Access Fund invests (directly or indirectly), the General Partner generally intends to appropriately allocate the burden of such taxes among the Partners and any former Partners. We cannot provide assurance that the Private Access Fund will be eligible to make an election under the alternative procedure or that it will, in fact, make such an election for any given adjustment. Furthermore, each Underlying Fund (and, if applicable, investments of the Underlying Funds) must comply with the BBA Rules as well, and therefore the Limited Partners may indirectly suffer adverse consequences as a result. Many issues and the overall effect of the BBA Rules on the Private Access Fund and the Underlying Funds (and, if applicable, investments of the Underlying Funds) are uncertain, and prospective investors should consult their own tax advisors regarding all aspects of this legislation as it affects their particular circumstances.

Underlying Fund Investment Risk.

In addition to the risks described above, the Private Access Fund, as an investor in the Underlying Funds, is subject to all the risks relating to the Underlying Funds’ investments as described in the Underlying Fund PPMs and therefore, the Limited Partner’s Interests will be subject, indirectly, to all such risks. Prior to subscribing for Interests, a prospective Limited Partner should read carefully the Underlying Fund PPMs.

Other Tax Risks.

An investment in the Private Access Fund involves complex U.S. federal, state and local and foreign income tax considerations that will differ for each Limited Partner. Prospective Limited Partners are advised to seek the advice of a qualified expert on matters of U.S. federal, state and local and foreign taxation of the Private Access Fund and ownership of the Interests. In judging whether to invest in the Access

Fund, a prospective Limited Partner should consider the tax consequences thereof which include, but are not limited to:

- the possibility of adverse changes or interpretations in applicable tax laws;
- the possibility that a Limited Partner may be required to file tax returns and pay tax in state, local and/or non-U.S. jurisdictions in which the Private Access Fund’s assets are deemed to be located and/or where the Private Access Fund is considered to be conducting business or otherwise has a taxable nexus (including through its investment in the Underlying Funds);
- the possibility that the Interests could decline in value with a Limited Partner realizing a capital loss if the Private Access Fund is liquidated or the Limited Partner disposes of its Interests, with limitations on the deductibility of any such capital loss;
- the possibility of substantial taxation of the Underlying Funds, the Private Access Fund or Limited Partners, including imposition of state, local and non-U.S. taxes (including withholding taxes), alternative minimum taxes and the net investment income tax; and
- the possibility that the allocations of the Underlying Funds’ or the Private Access Fund’s income, gain, loss, deduction and credit to the Limited Partners will not be respected.

It is possible that an audit of the Private Access Fund’s (or an Underlying Fund’s) income tax returns by the IRS or other tax authority, if conducted, may result in a material increase in taxable income (or a decreased loss) to a Limited Partner than what was initially reported to the Limited Partner by the Private Access Fund. Such an audit may also result in an audit of a Limited Partner’s personal income

tax returns. Limited Partners will not be indemnified for any taxes, penalties and interest that arise in connection with any audit. A Limited Partner must report each Private Access Fund item of income, gain, loss, deduction or credit for U.S. federal income tax purposes consistent with such item's treatment on the Private Access Fund's U.S. federal income tax returns. In the event of an audit, the tax treatment of all Private Access Fund items may be determined at the Private Access Fund level in a single proceeding rather than in separate proceedings with each Limited Partner. The General Partner will take primary responsibility for contesting U.S. federal income tax adjustments proposed by the IRS, to extend the statute of limitations as to all investors and, in certain circumstances, the General Partner may be able to bind investors to a settlement with the IRS. Each Limited Partner's participation in administrative or judicial proceedings relating to the Private Access Fund items would be restricted.

Item 9: Disciplinary Information

iCapital does not believe that there have been any legal or disciplinary events that are material to our advisory business or the integrity of our management.

Item 10: Other Financial Industry Activities and Affiliations

iCapital Securities, LLC (“iCapital Securities”)

Affiliated Broker-Dealer. Institutional Capital Network, Inc., the parent company of iCapital, is the sole member of iCapital Securities. iCapital Securities is a broker-dealer registered with the SEC, and a member of FINRA. iCapital Securities is also registered as a limited purpose broker-dealer with those state securities authorities where it services clients and is not otherwise exempt from such registration. iCapital Securities acts as a broker-dealer in respect of certain of iCapital's private placements. (See Item 14 below for additional information). See “Conflicts of Interest” in Item 11 below for a description of how the Adviser addresses any conflicts of interest created by iCapital's relationship with iCapital Securities.

iCapital Alternative Investments, LLC (“iCapital AI LLC”)

Relying Advisor. Institutional Capital Network, Inc., the parent company of iCapital, is the sole member of iCapital AI LLC. iCapital AI LLC is a relying advisor to iCapital Advisors, and acts as investment advisors to certain Funds on the iCapital platform.

Gen II Fund Services, LLC and Gen II Hedge Fund Services (“Gen II”)

Fund Administrator. Certain Principals of Gen II are minority owners of Institutional Capital Network, Inc., the parent company of iCapital. Gen II provides fund administration services to the Private Access Funds. In this capacity, Gen II provides iCapital accounting and investor reporting, capital call and distribution processing and investor support services. This relationship may create an incentive to select Gen II to provide services in respect of the Funds. The Gen II relationship is managed by several iCapital executives.

First Republic Bank/First Republic Securities Company, LLC (collectively “First Republic”)

Custodian. First Republic provides custodial services to certain Private Access Funds. In this capacity, First Republic provides iCapital with account administration, transaction settlements, and tax support. Separately, First Republic acts as a placement agent to certain Private Access Funds. This relationship may create an incentive to select First Republic Bank to provide services in respect of the Funds. The First Republic relationship is managed by several iCapital executives as to mitigate any potential conflict of interest.

BNY Capital Corporation (“BNY”)

BNY holds a minority ownership interest in Institutional Capital Network, Inc., the parent company of iCapital. Certain of the Funds hold cash in accounts at BNY and utilize BNY administrative services. This relationship may create an incentive to select BNY to provide services in respect of the Funds.

iCapital Investors

A number of asset managers have invested in Institutional Capital Network, Inc., the parent company of iCapital, including affiliates of BlackRock, Inc. (“BlackRock”), J.P. Morgan Chase & Company (“J.P. Morgan”), The Carlyle Group (“Carlyle”), Goldman Sachs Group, Inc. (“Goldman Sachs”), The Blackstone Group L.P. (“Blackstone”), and Credit Suisse Group AG (“Credit Suisse”). iCapital may offer products managed or sponsored by such investors as BlackRock, J.P. Morgan, Goldman Sachs, Carlyle, Blackstone, and Credit Suisse or its affiliates and these relationships may create an incentive to select BlackRock, J.P. Morgan, Carlyle, Goldman Sachs,

Blackstone, or Credit Suisse products as the underlying fund in an iCapital Private Access Fund.

In addition, select financial services companies, including affiliates of Morgan Stanley Smith Barney ("Morgan Stanley") and UBS Financial Services ("UBS") have made equity investments in Institutional Capital Network, Inc. iCapital may offer Private Access Funds to clients of Morgan Stanley and UBS and such investment in iCapital's parent may create an additional incentive for Morgan Stanley and UBS to direct its investments to an iCapital Private Access Fund.

Finally, iCapital has and may continue to engage with certain of its equity investors to provide services to the Funds, including administration or other services. iCapital will manage these conflicts by identifying them in the applicable Fund offering documents and if applicable, by maintaining its independent diligence process and procedures, regardless of the identity of the underlying manager, and by negotiating on an arms-length basis the terms of any service providers to the Funds, including any equity investors in iCapital.

Item 11: Code of Ethics, Participation or Interest in Client Transactions and Personal Trading

Code of Ethics Pursuant to Rule 204A-1 of the Advisers Act

Pursuant to Rule 204A-1 of the Advisers Act, iCapital has adopted a Code of Ethics that establishes various procedures with respect to investment transactions in accounts in which employees of iCapital or related persons have a beneficial interest or accounts over which an employee has investment discretion.

iCapital's Code of Ethics was adopted to avoid possible conflicts of interest and ensure the propriety of our employees' and principals' trading activity. iCapital's Code of Ethics prohibits insider trading and provides instructions to employees when coming into possession of material nonpublic information.

The foundation of the Code of Ethics is based on the underlying principles that:

- Employees must at all times place the interests of the client first;
- Employees must make sure that all personal securities transactions are conducted consistent with the Code of Ethics; and
- Employees should not take inappropriate advantage of their position.

Employees (and any accounts in which an employee has beneficial ownership) must obtain written authorization from the CCO prior to making a personal investment in other private investment vehicles and initial public offerings. The Code of Ethics also provides that the CCO (or his designee) will monitor employee investments in equity securities or other instruments; however, because the Sub-Advisers of the Direct Investment Funds maintain investment and trading authority on behalf of the Direct Investment Funds which should minimize any conflicts of interest that may arise out of the employees' personal trading activities. Furthermore, iCapital generally provides to each Sub-Adviser a list of companies at which any of iCapital's related persons has a material financial interest (e.g., board membership) so that such Sub-Adviser may include such company on its own restricted list. Employees also may not engage in any outside business activities. iCapital's Code of Ethics is available upon request.

Participation or Interest in Client Transactions

iCapital serves as the investment adviser to the Funds. Employees, affiliates of the employees, and relatives of the employees may make investments in the Funds. iCapital may waive or reduce fees in respect of any Investor.

Each Underlying Manager or Sub-Adviser, as applicable, is responsible for making portfolio investments for any Fund it manages. Neither iCapital nor the Funds have any discretion or control over an Underlying Manager's or Sub-Adviser's decisions.

Conflicts of Interest

iCapital and its related entities engage in a broad range of activities, including investment activities for their own account and for the account of other investment funds, and providing transaction-related, investment advisory, management and other services to funds. In the ordinary course of conducting its activities, the interests of a Fund may conflict with the interests of iCapital, other Funds or their respective affiliates. Certain of these conflicts of interest, as well as a description of how iCapital addresses such conflicts of interest, can be found below.

Compensation from Underlying Fund Managers. iCapital Securities may receive a placement fee as a result of its placement of certain investors in certain Private Access Funds. Such placement fee is typically a percentage of the aggregate capital commitments of an iCapital Private Access Fund to its respective underlying fund. The existence of such placement fee could create a potential conflict of interest. The prospect of receiving such compensation creates an incentive for iCapital Securities to place investors in the iCapital Private Access Funds from which it receives a placement fee over other investment vehicles from which it does not receive a placement fee. In addition, iCapital may retain and compensate registered investment advisers or placement agents for the purpose of marketing and selling the interests. Any such arrangement may incentivize a registered investment adviser or placement agent to recommend the interests to investors where they might not otherwise make such recommendation or to recommend the interests to investors over another investment. Certain management persons of iCapital (or its affiliates) are also involved with soliciting investment advisers to participate in iCapital offered funds and in performing diligence on such investment advisers with which to launch access vehicles. Such relationship may create potential conflicts of interest. iCapital addresses these conflicts by providing in its Code of Ethics that all supervised persons have a duty to act in the best interests of each investor and by providing training to supervised persons with respect to conflicts of interest and how such conflicts are resolved under the iCapital's policies and procedures. Furthermore, compensation for management persons is not based on any transaction-based compensation received by iCapital Securities (or its affiliates).

Fees Paid by Brokerage Limited Partners. Limited partners in one or more of the Funds may elect to be treated as "brokerage limited partners" and in connection therewith, pay a larger management fee than limited partners that are not "brokerage limited partners" for reporting, administrative and other services provided by such brokerage limited partner's registered investment adviser or adviser representative. The amount of any such additional management fee will generally be allocated to third parties or affiliates that provide investor-related services, including such brokerage limited partner's adviser representative. The existence of such fee may incentivize an investor's registered investment adviser or adviser representative to recommend a Fund over other investments from which such registered investment adviser or adviser representative would not receive such fee.

Estimates. The governing documents of each Fund provide that values of the Fund's assets shall generally be calculated by the Fund's administrator based on estimates provided by the applicable Underlying Fund Manager or Sub-Adviser. The Underlying Fund Manager or Sub-Adviser will have a conflict of interest in determining such valuations if the applicable Fund charges its fees based on the value of the Fund's investments, including any performance-based compensation charged by such Fund. The general partner (or its affiliates, as applicable) of each Fund may also benefit from any overvaluation of an Underlying Fund's investments if the management fee for those Funds is based on the net asset value of a Fund's investment in the Underlying Fund.

Educational Programs. iCapital may, from time to time, offer (and, under certain circumstances, subsidize) certain educational and professional certification programs for financial advisers that recommend products included on the Institutional Capital Network platform. The provision of such programs may create a conflict of interest because the offering of such programs may incentivize the advisers that participate in such programming to recommend iCapital and interests in iCapital Private Access Funds over a manager or administrative agent who has not provided such educational opportunities. A prospective investor should carefully consider such conflict when determining whether to subscribe for Interests.

Privacy Policy

iCapital is committed to maintaining the confidentiality, integrity and security of our Investors' personal information. It is iCapital's policy to collect only information necessary or relevant to our management business and use only legitimate means to collect such information. iCapital does

not disclose any non-public, personal information about our Investors to anyone except as needed for servicing and processing transactions, as consented to by an investor and required by law. iCapital restricts access to non-public, personal information about our Investors to those employees with a legitimate business need for the information. iCapital maintains security practices, physical, electronic and procedural safeguards to guard each Investor's non-public, personal information. Upon request, iCapital will provide a copy of our written privacy policies and procedures.

Item 12: Brokerage Practices

With respect to the Private Access Funds, iCapital generally will not make investments in securities listed on national exchanges. However, there may be limited situations where we are allocated a listed security and need to place trade(s) through a broker. In such circumstances, we will seek “best execution” in light of the circumstances involved in the transaction. In selecting a broker for any transaction, we may consider a number of factors, including, for example, broker’s reputation, net price or spread, reputation, financial strength and stability, market access, efficiency of execution and error resolution, and the size of the transaction. In seeking to achieve best execution, iCapital will not be obligated to obtain the lowest commission or best net price for a Private Access Fund in respect of any particular transaction.

Further, in respect of each Direct Investment Fund, iCapital has selected a Sub-Adviser that had been delegated trading authority on behalf of the applicable Direct Access Fund. In selecting brokers to effect portfolio transactions for a Direct Investment Fund, the applicable Sub-Adviser will not be obligated to seek the lowest available transaction cost, but may take into account such factors as the Sub-Adviser considers appropriate and consistent with its obligation to seek best execution as outlined in the Sub-Adviser’s order execution policy, including, without limitation, the financial stability and reputation of the brokerage firm and its research, and brokerage services as a broker-dealer. A Sub-Adviser may use “soft dollar” credits generated by a Direct Investment Fund’s securities transactions with broker-dealers to pay for research and execution products or services that fall within the safe harbor created by Section 28(e) of the Securities Exchange Act of 1934. See the applicable PPM for additional details regarding a Sub-Adviser’s brokerage policies.

Item 13: Review of Accounts

The Funds' performance and the performance of the Underlying Funds, as applicable, and the Underlying Funds' conformity with the investment objectives and guidelines are reviewed on a periodic basis by iCapital's Due Diligence and Origination team.

Investors in Funds structured as private equity funds will generally receive quarterly statements detailing their account information including the account's beginning and ending equity, and the account's performance for that period. Investors in Funds structured as hedge funds will generally receive monthly statements detailing the Fund's NAV. We may provide certain Investors in the Fund access to more frequent and detailed information as determined by iCapital. Additionally, each investor will receive the particular Funds' audited financial statements for which they are invested, within 180 days of such Funds' fiscal year end.

Item 14: Client Referrals and Other Compensation

iCapital Securities, LLC, an affiliate of iCapital, acts as the broker-dealer for private placement of interests of the Funds. iCapital Advisors does not receive any placement fees. Any placement fees generated from an investment by a Private Access Fund in an Underlying Fund will be paid to iCapital Securities by an Underlying Fund Manager (or its affiliates). From time to time, third-party broker-dealers may assist iCapital in the private placement of interests of the Funds. Any such third party is required to provide prospective clients with a current copy of iCapital's Part 2A of Form ADV. Typically, such third-party broker-dealer referring the investor will receive a percentage of the placement fee generated with respect to such referred Investor's investment in a Fund, in which case such payment will be made by iCapital Securities.

In respect of any Investors that elect to be treated as "Brokerage Limited Partners," iCapital will allocate a portion of the Management Fee it receives in respect of such Investors to certain broker-dealers or registered investment advisors for services provided by such broker-dealer or registered investment advisor to such Investor's account. Please refer to the applicable Fund's PPM for further details.

iCapital has entered into collaboration and services agreements with each of (i) Fidelity Brokerage Services LLC and National Financial Services LLC, and (ii) Charles Schwab & Co, Inc. (each an "Investor Custodian" and together, the "Investor Custodians") pursuant to which, for certain Private Access Funds, iCapital, an affiliate or a Private Access Fund compensates the applicable Investor Custodian for providing certain administrative services in respect of investors who custody their investment in such Private Access Funds with such Investor Custodian. The investors subject to such arrangements will not bear any custodial fees to their Investor Custodian in respect of these assets. The fee, generally paid by an affiliate of iCapital, is typically a percentage of the net asset value an investor has in the applicable Private Access Fund. Further, iCapital has committed to an annual marketing spend with certain Investor Custodians through which it will promote the iCapital network to the Investor Custodian's platform of registered investment advisors and brokers. The existence of such compensation arrangements could create a potential conflict of interest. Any such compensation arrangement could create an incentive for an Investor Custodian or any third-party registered investment advisor or broker to recommend the interests in such Private Access Funds to investors where they might not otherwise make such recommendation.

Item 15: Custody

Advisers with custody of client funds and securities must maintain them with “Qualified Custodians” unless such advisers have custody of only certain privately offered securities as defined in Rule 206(4)-2(b)(2) of the Advisers Act. “Qualified Custodians” under the amended rule include banks and savings associations and registered broker-dealers.

However, advisers to fund-of-funds, which most of the Funds are categorized as, comply with the custody rule by: (i) having each Fund audited at least annually by an independent registered public accounting firm which is registered with the public company accounting oversight board; and (ii) distributing audited financial statements prepared in accordance with generally accepted accounting principles to all investors (or members or other beneficial owners) within 180 days of the end of the fiscal year of the Fund. For a Fund that is a fund-of-funds, iCapital will generally distribute the audited financial statements within 180 days of the end of the fiscal year to the Investors. For a Fund that is not a fund-of-funds, iCapital will distribute the audited financial statements within 120 days of the end of the fiscal year to the Investors.

Item 16: Investment Discretion

iCapital has discretionary authority to make investment decisions for the Funds. Generally, our authority is limited by our own internal policies and procedures, and each Fund’s investment guidelines and other terms contained within the governing documents.

The investment guidelines governing the Firm’s management of the Funds are specified under the limited partnership agreement, where investment limits are intended to minimize investment risk and maximize return.

Item 17: Voting Client Securities

In respect of the Private Access Funds, iCapital does not anticipate owning any equity securities granting us the right to vote proxies. Investors in any Private Access Fund will not be Limited Partners of the Underlying Fund and will have no voting rights in the Underlying Fund. For purposes of exercising any voting rights under the Underlying Funds’ constituent documents, iCapital intends to vote in the best interest of each Fund and may request that the Investors in the applicable Fund vote on certain matters that the Fund is asked to vote on with respect to its investment in an Underlying Fund.

In respect of the Direct Investment Funds, iCapital has delegated the obligation to vote all proxies which are solicited in respect of such Funds’ investments to the Sub-Adviser and any such proxies shall be voted in accordance with the Sub-Adviser’s proxy voting procedures.

However, iCapital has established a Proxy Voting Policy in the event that it is required to vote a proxy for certain investments. iCapital will vote proxies as it deems necessary or appropriate, on a case by case basis. Prior to voting, the CCO will make a determination as to whether a material conflict of interest exists and will either resolve the conflict or refer the proxy vote to an outside service for its independent consideration. Upon request, we will provide an Investor with a copy of our proxy voting policies and procedures and information on how the proxies were voted.

Item 18: Financial Information

Registered investment advisers are required in this Item to provide you with certain financial information or disclosures about the Firm’s financial condition. iCapital has no financial commitment that impairs its ability to meet contractual and fiduciary commitments to clients and has not been the subject of a bankruptcy proceeding.

Item 19: Requirements for State-Registered Advisers

Not applicable.

