

ITEM 1 – COVER PAGE



Part 2A of Form ADV: Firm Brochure

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This brochure provides information about the qualifications and business practices of AIP Management LP and its affiliates, including the relevant general partner where the context so requires (collectively “AIP” or the “Firm”). If you have any questions about the contents of this brochure, please contact us at (832) 415-9055 or contact@aipgp.com. 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.

AIP is a registered investment adviser under the Investment Advisers Act of 1940, as amended (the “Advisers Act”); however, such registration does not imply a certain level of skill or training and no inference to the contrary should be made.

Additional information about AIP also is available on the SEC’s website at www.adviserinfo.sec.gov.

ITEM 2 – MATERIAL CHANGES

AIP filed its most recent Form ADV Part 2 on June 27th 2023. This annual update includes routine clarifying changes, enhanced disclosures and updates the description of the business practices of AIP and its affiliates.

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ITEM 4 – ADVISORY BUSINESS

AIP is an independent private investment firm founded in 2019 by Bradford Rossi and Philip Wright (collectively, the “Principals”) and is headquartered in Houston, Texas.

AIP serves as an investment manager and provides discretionary advisory services to a number of pooled investment funds, including investment funds privately offered to qualified investors in the United States and elsewhere (each, a “Fund” and together with any future pooled investment vehicles to which AIP or its affiliates provide investment advisory services, including co-investment vehicles where the context so requires, the “Funds”). The Funds are generally structured as private equity funds that invest through negotiated transactions in operating entities, generally referred to herein as “portfolio companies.” AIP’s investment advisory services to the Funds consist of identifying and evaluating investment opportunities, negotiating the terms of investments, managing, and monitoring investments and achieving dispositions for such investments. An affiliate of AIP acts as the manager or general partner of each Fund and from time to time, the Principals or other affiliated personnel of AIP or its affiliates may serve on such portfolio companies’ respective boards of directors or otherwise act to influence control over management of portfolio companies in which the Funds have invested.

AIP thematically invests in high-growth companies within defensive industrial subsectors, including industrial services, niche manufacturing, value-added distribution, waste management, environmental services, and critical infrastructure services. AIP seeks to partner with experienced management teams that can benefit from its operational enhancement capabilities and active, hands-on involvement, allowing the Firm to execute buy-and-build strategies.

All discussions of any private fund offered by AIP in this brochure, including but not limited to their investments, the strategies used in managing the Funds, the fees and other costs associated with an investment in the Funds, and conflicts faced by the Firm in connection with the management of the Funds, are qualified in their entirety by reference to each Fund’s respective offering memorandum, limited partnership agreement and/or advisory agreement (collectively, “Governing Documents”).

With respect to each Fund that AIP manages, AIP tailors its investment advisory services to the strategies and conditions set forth in the Fund’s respective Governing Documents, rather than the individual needs of any Fund’s underlying investors (hereinafter “Investors”). In addition, the Governing Documents of Funds may, in certain limited circumstances, impose restrictions on investing in certain securities or types of securities, for example in connection with regulatory or compliance reasons. As a general matter, in the context of any Fund AIP does not tailor its services to take into account any specific conditions of any Investor, and Investors generally may not prescribe additional investment restrictions beyond those described in the applicable Governing Documents. In certain cases, the Funds or the general partners of such Funds may enter into side letter agreements (“Side Letters”) with certain Investors in a Fund that have the effect of establishing rights under, or supplementing or altering the terms of, the applicable Governing Documents (including without limitation, “most favored nations” rights, economic terms, excuse rights transfer rights, transparency rights, reporting rights, capacity rights, and approval rights and

certain other protections, acknowledgments, confirmations and agreements). Once invested in a Fund, Investors generally cannot impose additional investment guidelines or restrictions on such Fund.

As of December 31, 2023, AIP managed \$521,375,762 in assets on a discretionary basis. The Firm does not currently manage any non-discretionary assets and does not participate in any wrap fee programs.

ITEM 5 – FEES AND COMPENSATION

Fees: AIP and its affiliates, as applicable, are generally entitled to receive a management fee and/or monitoring fee (collectively, “Management Fee”) and carried interest allocation (“Carried Interest”). Fees related to Carried Interest charged are individually negotiated on a transaction-by-transaction basis. AIP, and as applicable, its affiliates, shall be entitled to receive monitoring fees and transaction fees from its portfolio companies in accordance with each advisory agreement negotiated between AIP and each portfolio company. Subject to the terms of each Fund’s Governing Documents, AIP may offset Management Fees and other expenses by monitoring fees received. Please refer to the applicable Governing Documents executed between each of the Funds for a complete discussion of fees paid by investors related to each such vehicle.

AIP is permitted to exempt certain investors in the Funds from payment of all or a portion of Carried Interest or, to the extent applicable, Management Fees, including AIP and any other persons designated by AIP, such as “friends and family” of AIP or its personnel, or other investors meeting certain qualification requirements based on commitment size or other strategic or relationship factors. AIP reserves the right to make any such exemption from Management Fees and/or Carried Interest by a direct exemption, a rebate by AIP and/or its affiliates, or through other Funds which co-invest with a Fund. For example, in instances where an AIP professional (or an affiliated entity thereof) invests in a Fund, such professional (or such affiliated entity) generally will be exempt from payment of Management Fees to the extent applicable, and/or Carried Interest with respect to such Fund. Additionally, to the extent permitted by the Governing Documents, AIP has the right to permit investors, affiliated with AIP or otherwise, to invest through an affiliate or other vehicles that do not bear Management Fees, to the extent applicable, and/or Carried Interest.

Partnership Expenses: The Funds typically bear certain out-of-pocket expenses incurred by AIP and its affiliates in connection with the services provided to the Funds. Such expenses are set forth in each Fund’s Governing Documents and/or side letter agreements entered into between AIP and each Investor. The individual Fund, each a partnership, shall pay all partnership expenses or reimburse AIP, affiliates of AIP, or any person advancing payment of such expenses. In addition, AIP, affiliates of AIP, or any person advancing payment of such expenses may charge the portfolio company for any expenses to the extent the general partner determines such expenses are attributable to the portfolio company or an investment therein or liquidation thereof.

Ordinary Operating Expenses: AIP or its affiliates shall pay all ordinary overhead and administrative expenses of the partnership incurred by the general partner, the ultimate general partner or AIP in connection with maintaining and operating their respective offices (including salaries, rent and equipment expenses) to the extent not borne or reimbursed by the portfolio

company, but not including any partnership expenses.

Transaction Fees: AIP may receive transaction fees (“Transaction Fees”) from portfolio companies. These fees relate to payment for services provided to portfolio companies in connection with certain transactions.

Other Information: AIP and its affiliates generally have discretion over whether to charge Transaction Fees or other compensation to a portfolio company and, if so, the rate, timing and/or amount of such compensation. The receipt of such compensation generally will give rise to potential conflicts of interest between a Fund, on the one hand, and AIP, including one or more of its affiliates, on the other hand.

Special Consultants: AIP, the Funds, or a portfolio company expects to retain other companies and individuals (the “Special Consultants”), including industry advisors and others that are affiliated or associated with AIP, AIP Personnel (as defined below), a portfolio company, third party consultants (including individual consultants and external executives), “operating advisors,” “operating partners,” “strategic partners,” “industry advisors” or “senior advisors.” The Special Consultants likely will be engaged to provide services to a Fund or a portfolio company or in one or more industry sectors, or in connection with their activities, including in relation to the identification, acquisition, holding, recapitalization, restructuring, refinancing or improvement and disposition of portfolio companies and prospective portfolio companies, the operational aspects of such companies and/or serving on the boards of directors of portfolio companies (“Consultant Services”). A Special Consultant sometimes will provide Consultant Services to a Fund and/or a portfolio company. Certain fees and expenses associated with the Consultant Services (collectively, “Consulting Fees and Expenses”), are expected to be paid and/or reimbursed by a portfolio company or by a Fund (either directly or through AIP or one of its affiliates) and will not be shared with investors. Consulting Fees and Expenses may, at the sole discretion of AIP, include performance fee, profits or equity interest in a portfolio company (the terms of which may be different than the profits or equity interest owned by the Partnership) or other incentive-based compensation to the Special Consultant, the amount of which may be determined according to one or more methods that the AIP determines to be appropriate, including the value of the time (including an allocation for overhead and other fixed costs) spent by the Special Consultant, a percentage of the value of a portfolio company, a percentage of the amount of capital invested in and/or committed to a portfolio company, amounts charged by other providers for comparable services and/or a percentage of cash flows from a portfolio company.

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

AIP and its affiliates, as applicable, generally will be entitled to a performance-based fee with respect to each Fund. The precise amount of the performance compensation, and the manner and calculation thereof, is set forth in each client’s governing documents or side letter agreement and may vary among the Firm’s Funds and Investors.

As discussed in Item 5, the general partner established by AIP receives performance-based compensation generally referred to as a Carried Interest allocation with respect to its clients, equal

to a fixed percentage of realized profits subject to specified preferred return hurdles with related catch-up provision, as more fully described in the applicable Governing Documents, although AIP generally has the authority to waive Carried Interest with respect to certain investors as described above under “Fees and Compensation.” Performance compensation arrangements create an inherent incentive for AIP to recommend riskier or more speculative investments. AIP and its affiliates generally invest in each Fund alongside investors. AIP believes that such investments reduce potential conflicts of interest and aligns AIP investment objectives more closely with those of its investors. Additionally, to the extent that AIP has Funds with varying carried interest terms (including amount, timing, waterfall conditions or other terms) and/or AIP personnel are assigned varying percentages of carried interest from the Funds, AIP and such personnel are subject to potential conflicts of interest, to the extent they are involved in identifying investment opportunities as appropriate for Funds from which they are entitled to receive a higher carried interest percentage.

As permitted by the Governing Documents, AIP expects to provide co-investment opportunities (including the opportunity to participate in co-invest vehicles) to certain Investors or other persons, including other sponsors, market participants, finders, consultants and other service providers, AIP’s personnel and/or certain other persons associated with AIP, including one or more of its affiliates. Such co-investments typically involve investment and disposal of interests in the applicable portfolio company at the same time and on the same terms as the Fund making the investment. If a co-investment vehicle is formed, such entity will bear expenses related to its formation and operation, many of which are similar in nature to those borne by the Funds. In the event that a transaction in which a co-investment was planned, including a transaction for which a co-investment was believed necessary in order to consummate such transaction, ultimately is not consummated, the full amount of any Transaction Fees relating to any such unconsummated transaction would be borne by the Fund, and, subject to applicable Governing Documents, not by any prospective co-investors (including any co-investment vehicle), that were to have participated in such proposed transaction.

ITEM 7 – TYPES OF CLIENTS

AIP currently provides investment advisory services directly to the Funds. The Funds are generally only offered to Investors who meet the qualification of an “accredited investor” (as such term is defined in Rule 501 of Regulation D) and a “qualified client” (as such term is defined in the Advisers Act) (or qualified knowledgeable AIP Personnel).

The minimum initial investment amount required of investors is set forth in each of Fund’s Governing Documents and is subject to reduction at the discretion of AIP. Investors are typically subject to minimum investment periods as more fully described in the respective governing documents for a Fund.

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

Methods of Analysis/ Investment Strategies

AIP's private equity strategy includes comprehensive due diligence processes that are designed to develop a thorough understanding of each target portfolio company's business, markets, and competitive position, which allows us to design AIP's operating plan and strategy for the business. AIP leverages the skills and experience of its partners. AIP contracts with executive partners, advisors, consultants, and industry professionals that are strategically selected based on the elements applicable to the due diligence of each portfolio company. AIP has developed strong relationships with its operating partners and a diverse group of former portfolio company board members, each of which allows AIP to develop comprehensive industry and operating structure analysis of each target portfolio company.

AIP's comprehensive due diligence process is critical to developing robust operating and financial models that guide its strategic plans. AIP develops an extensive understanding of each target portfolio company's cost structure and business, which allows AIP to focus on developing deep industry analysis. AIP's industry analysis allows it to appreciate downside protection, marketing positioning, supply and demand dynamics, barriers to entry, potential for operational improvement, and potential accretive acquisition opportunities.

AIP's process is designed to focus its attention on what it believes to be are the most lucrative opportunities that have the highest probability of execution. AIP strives to achieve this through continuous refinement of its investment thesis and valuation models as due diligence progresses. Where AIP has continued interest, it will turn its due diligence to areas of focus such as commercial, financial, legal, tax, information technology, insurance, human resources, and environmental impact. Once AIP completes its due diligence process it initiates the negotiation of definitive deal acquisition documentation.

Investment Approach

- **Strategy:** Target investments in companies that provide mission critical products and services, operating in resilient industrial sub-sectors experiencing secular growth trends. Defensive businesses with high barrier to entry, low-risk of technology disintermediation and high margin/recurring revenue business models.
- **Value:** Discounted entry multiples, reasonable capital structures with ample liquidity, stable, recurring cash flow dynamics to provide downside protection and mitigate execution risk.
- **Culture & Partnership:** Seek to partner with managers that share AIP's values of integrity, leadership, and quest for continuous improvement. Approach each investment as a true partnership and focus on companies with a strong culture.
- **Buy-and-Build:** Invest follow-on equity behind companies to support growth initiatives and accretive bold-on acquisitions.

- **Organic Growth / Operational Levers:** Identify organic growth and operational enhancement initiatives leading to EBITDA and margin expansion.
- **Company Building Experience:** Investment team has extensive experience building and scaling organizations (former business owners and leaders); actively hands-on first twelve months of investment to bring forward value creation initiatives.

Target Characteristics of a Potential Investment

- Control investments in companies levered to AIP's targeted thematic areas of interest.
- Buyouts of companies with \$5mm to \$25mm EBITDA.
- High-quality managers that share AIP's values of integrity, leadership, and continuous improvement.
- A strong culture and employee base; "good to great" opportunities.
- Ability to drive equity value creation through active, hands-on involvement in strategy and execution.
- History of success and consistent cash flow generation; strong unit economics.
- Strong market position; focus on differentiation in service or product offering.
- Sector tailwinds and/or defensive end markets.
- Buy-and-build strategy in fragmented industry that allows for accretive M&A opportunities.
- Discounted entry point valuations to mitigate execution risk.

Risk of Loss

Prospective investors should be aware that an investment in the investment products offered by AIP involves a high degree of risk and, therefore, should be undertaken only by investors capable of evaluating and bearing the risks it represents. There can be no assurance that AIP's investment objectives will be achieved, or that an investor will receive a return of its capital, and therefore, an investor should only invest if such investor is able to withstand a total loss of its investment. The following considerations, among others, should be carefully evaluated before making an investment in any product offered by AIP. The following risks do not purport to be a complete explanation of all of the risks involved in acquiring an interest. Prospective investors are urged to read the entirety of the applicable offering documents before making a determination whether to invest in any Fund or investment vehicle offered by AIP. Prospective investors should also consult their own financial, tax and legal advisors regarding the suitability of an investment prior to subscribing for an investment.

Environmental, Social and Governance ("ESG") Matters

AIP maintains an ESG Policy and seeks to integrate certain ESG factors into its investment process in accordance with its policy and subject to its fiduciary duty and any applicable legal, regulatory or contractual requirements. Applying ESG factors to investment decisions is subjective by nature, and AIP expects to be subject to competing demands from different investors and stakeholder groups with divergent views on ESG (including the role of ESG factors in the investment process). There is no guarantee that the criteria utilized by AIP, or any judgment exercised by AIP, will

reflect the beliefs, values, internal policies or preferred practices of any particular investor or other asset manager or reflect market trends. In addition, AIP's ESG Policy and associated ESG practices are expected to evolve over time. Although AIP views the integration of ESG factors to be an opportunity to potentially enhance or protect the performance of its investments over the long-term, AIP cannot guarantee that its ESG program will positively impact the performance of any individual investment or Fund. For avoidance of doubt, however, AIP does not expect to subordinate a Fund's investment returns or increase a Fund's investment risks as a result of (or in connection with) the consideration of any ESG factors.

The materiality of ESG factors depends on many factors, including the relevant industry, location, asset class, and investment strategy. ESG factors, issues, and considerations do not apply in every instance and will vary by Fund and investment. In addition, in evaluating an investment, AIP expects to depend upon information and data provided by a number of sources, including the relevant investments and/or various reporting sources which could be incomplete, inaccurate or unavailable, and which could cause AIP to incorrectly assess a company's ESG practices and/or related risks and opportunities. AIP does not intend independently to verify all ESG information reported by investments or third parties.

Further, ESG practices are evolving rapidly and there are different principles, frameworks, methodologies, and tracking tools being implemented by asset managers. AIP's adoption and adherence to various such principles, frameworks, methodologies and tools is expected to vary over time. There is also a growing regulatory interest across jurisdictions in improving transparency regarding how asset managers identify and manage financially material ESG risks, as well as how they define and measure ESG performance. At the same time, anti-ESG sentiment has also gained momentum across the U.S., with several states and Congress having proposed or enacted "anti-ESG" policies, legislation, or initiatives or issued related legal opinions. AIP and its ESG Policy and associated ESG practices could become subject to additional regulation, regulatory scrutiny, penalties or enforcement in the future, and AIP cannot guarantee that its current approach, including the ESG Policy and associated ESG practices, will meet future regulatory requirements, reporting frameworks or best practices, increasing the risk of related enforcement. Compliance with new requirements is expected to lead to increased management burdens and costs.

THIS INFORMATION BELOW IS INTENDED TO SERVE AS A SUMMARY OF RISK FACTORS AND POTENTIAL CONFLICTS OF INTEREST AND DOES NOT PURPORT TO BE A COMPLETE EXPLANATION OF THE RISKS INVOLVED IN AN INVESTMENT IN THE FUNDS. THE FOLLOWING IS NOT A SUBSTITUTE FOR THE GOVERNING DOCUMENTS OF ANY FUND. POTENTIAL INVESTORS IN THE FUNDS MUST REVIEW THE GOVERNING DOCUMENTS IN THEIR ENTIRETY BEFORE INVESTING. THIS INFORMATION MAY BE BOTH SUPPLEMENTED AND SUPERSEDED BY INFORMATION IN THE GOVERNING DOCUMENTS FOR SUCH FUND OR FUNDS.

Investment Risks

Business Risks. The Funds' investment portfolios are expected to consist primarily of securities issued by a privately held portfolio company. The operating results of a portfolio company in a specified period will be difficult to predict. The investment in a Fund involves a high degree of business and financial risk that can result in substantial losses.

Concentration Risks. AIP offers Funds structured as special purpose vehicles whereby it intends to invest all of its investable assets in a single portfolio company. In such case, changes in the value of the portfolio company will cause greater volatility in the investment than those same changes would cause in the portfolio of a diversified fund. Prospective investors should be aware that these investment vehicles intend to hold one investment during the duration of a Fund and, as a consequence, investors will not have the risk spreading benefits associated with a fund holding a diversified portfolio of multiple investments. Accordingly, the aggregate returns realized by Investors will be substantially adversely affected in the event of the unfavorable performance of the portfolio company.

Impacts of Exclusion. Investor participation in any portfolio company or investment vehicle offered by AIP may be limited by virtue of AIP's right to exclude an Investor from participating in all or a portion of the investment as set forth in the partnership agreement, thereby increasing the participation of other Investors. As a consequence of one or more Investors being excluded or other factors limiting their participation in the investment, the aggregate returns realized by the participating Investors could be adversely affected in a material manner by the unfavorable performance of the investment.

Illiquidity; Lack of Current Distributions. The investment vehicles offered by AIP should be viewed as illiquid. It is uncertain as to when profits, if any, will be realized. The ability to dispose of a portfolio company investment may be limited for several reasons. Illiquidity may result from the absence of an established market for the investment, as well as legal, contractual, or other restrictions on their resale. Disposition of the investment may be subject to contractual and other limitations on transfer or other restrictions that would interfere with subsequent sales of the investment or adversely affect the terms that could be obtained upon any disposition thereof. In addition, the ability to exit the investment through the public markets will depend upon favorable market conditions, including receptiveness to initial or secondary public offerings for the portfolio company and an active mergers and acquisitions (or recapitalizations and reorganizations) market. Public offering, merger and acquisition and recapitalization and reorganization opportunities may be limited or non-existent for extended periods of time, whether due to economic, regulatory, or other factors. In view of these limitations on liquidity, the Firm generally will not be able to realize on the investment in the portfolio company until the sale of the portfolio company. While the investment may be sold at any time, it is generally expected that this will not occur for a number of years after the initial investment. Before such time, there may be no current return on the investment. Furthermore, the expenses of operations may exceed income, thereby requiring that the difference be paid from the investment vehicles' capital, including, without limitation, through "Cost Contributions" as defined within the applicable Governing Documents.

Uncertainty of Projections. AIP uses financial projections to help analyze the investment or future capital raises and financing for the portfolio company. Projected operating results of the portfolio company normally will be based primarily on financial projections prepared by the portfolio company's management, with adjustments to such projections made pursuant to the general partner's discretion. In all cases, projections are only estimates of future results that are based upon information received from the portfolio company and third parties and assumptions made at the time the projections are developed. Also, general economic factors, which are not predictable, can have a material effect on the reliability of projections. The inaccuracy of certain assumptions, the failure to satisfy certain financial requirements and the occurrence of other unforeseen events could impair the ability of the portfolio company to realize projected values. There can be no assurance that the results set forth in any projections will be attained, and actual results may be significantly different from projections.

Risks in Effecting Operating Improvements. The success of the investment strategy will depend, in part, on the ability of the Firm to effect improvements in the operations of the portfolio company. The activity of identifying and implementing operating improvements at the portfolio company entails a high degree of uncertainty. In addition, executing operational improvements may divert the attention of key personnel and disrupt normal business. There can be no assurance that the Firm will be able to successfully identify and implement such improvements.

Risks Relating to Due Diligence of and Conduct at the Portfolio Company; Expedited Transactions. Before making the investment, the Firm will typically conduct such due diligence as it deems reasonable and appropriate based on the facts and circumstances applicable to the investment. Due diligence may entail evaluation of important and complex business, financial, tax, accounting, technical, environmental, and legal issues. Outside consultants, legal advisors, accountants, investment banks and other third parties may be involved in the due diligence process to varying degrees depending on the type of investment and the facts and circumstances related thereto and the general partner may rely on the advice received from such third parties. Investment analyses and decisions by the general partner will often be undertaken on an expedited basis in order for the Firm to take advantage of the investment. In such cases, the information available to the Firm at the time of the investment may be limited, and the general partner may not have access to the detailed information necessary for a full evaluation of the investment. The due diligence investigation carried out with respect to the investment will not reveal or highlight all relevant facts that may be necessary or helpful in evaluating the investment. Moreover, such an investigation will not necessarily result in the investment being successful or even ensure a return on invested capital.

Hedging Arrangements. The Firm endeavors to manage currency exposures, interest rate exposures or other exposures, using hedging techniques where available and appropriate. The Firm may incur costs related to such hedging arrangements, which may be undertaken in exchange-traded or over-the-counter ("OTC") contexts, including futures, forwards, swaps, options, and other instruments. There can be no assurance that adequate hedging arrangements will be available on an economically viable basis or that such hedging arrangements will achieve the desired effect, and in some cases hedging arrangements may result in losses greater than if hedging had not been used. In some cases, particularly in OTC contexts, hedging arrangements will subject the Firm to the risk of a counterparty's inability or refusal to perform under a hedging contract, or the potential

loss of assets held by a counterparty, custodian, or intermediary in connection with such hedging. OTC contracts may be exposed to additional liquidity risks if such contracts cannot be adequately settled. Certain hedging arrangements may create for the general partner and/or one of its affiliates an obligation to register with the U.S. Commodity Futures Trading Commission or other regulator or comply with an applicable exemption.

Wars and Military Conflicts. The ongoing military conflict between Russia and Ukraine as well as any other ongoing or future conflicts or wars, including between Israel and Hamas (collectively, “Military Conflicts”), has caused and has the potential to cause disruption to global financial systems, trade and transport, among other things. In response to the ongoing military conflict between Russia and Ukraine, multiple other countries have put in place global sanctions and other severe restrictions or prohibitions on the activities of individuals and businesses connected to Russia, and it is possible that other such sanctions and restrictions have been or will be imposed in connection with other Military Conflicts. The ultimate impact of Military Conflicts and their effect on global economic and commercial activity and conditions, and on the operations, financial condition and performance of the Fund or any particular industry, business or investee country and the duration and severity of those effects, is impossible to predict.

Military Conflict may have a significant adverse impact and result in significant losses to the Fund. This impact may include reductions in revenue and growth, unexpected operational losses and liabilities and reductions in the availability of capital. They may also limit the ability of the Fund to source, diligence and execute investments and to manage, finance and exit investments in the future. Developing and further governmental actions (military or otherwise) may cause additional disruption and constrain or alter existing financial, legal and regulatory frameworks and systems in ways that are adverse to the investment strategy which the Fund intends to pursue, all of which could adversely affect the Fund’s ability to fulfill its investment objectives

General Economic and Market Conditions. General fluctuations in the market prices of securities may affect the value of the investment held by the Firm. The private equity industry generally and the success of each investment will be affected by general economic and market conditions, as well as by changes in laws, currency exchange controls, and national and international political and socioeconomic circumstances. A sustained downturn in the U.S. or global economy (or any particular segment thereof) could adversely affect the investment’s profitability, impede the ability of the investment to perform under or refinance its existing obligations, and impair the Firm’s ability to effectively exit the investment on favorable terms. Any of the foregoing events could result in substantial or total losses to the Firm.

Impact of Government Regulation, Reimbursement and Reform. The SEC has proposed and enacted significant rules that will impact the business of AIP and the Funds. In particular, the SEC has adopted a number of new rules that impose significant changes on private fund advisers and their management of private funds, and the SEC is expected to propose and/or adopt additional rules in the future. Such current and future rulemaking is expected to materially impact AIP and its affiliates, the Funds and/or their investments. In addition, the Funds are expected to bear significant increased costs as a result of such rules, including costs relating to investor reporting and disclosures. Significant time and resources are expected to be required to comply with the new regulations, which potentially will detract from the time and resources dedicated to the Funds.

Certain rules are or may become subject to legal challenge from private fund industry groups and others, and to the extent such legal challenges are successful, investors will not be afforded some or all of the protections provided by these rules.

Further, an extended federal government shutdown resulting from failing to pass budget appropriations, adopt continuing funding resolutions, or raise the debt ceiling, and other budgetary decisions limiting or delaying deferral government spending, may negatively impact U.S. or global economic conditions, including corporate and consumer spending, and liquidity of capital markets. While the prior administration was not supportive of certain existing international trade agreements, withdrew the U.S. from certain proposed trade agreements, like the Trans-Pacific Partnership, and appeared to support greater restrictions on trade generally and implemented significant increases on tariffs on goods imported into the United States, particularly from China, at this time, it remains unclear what actions the Biden administration may take with respect to trade agreements, individual companies or countries, including whether, when and the scope of any additional tariffs on imports into the United States. If the Biden administration takes action to re-enter, withdraw from or materially modify any international trade agreements, to implement greater restrictions on free trade, and/or to increase tariffs or duties, other countries may respond to such actions with similar actions (e.g., by imposing tariffs on U.S. exports), which may adversely affect the business, financial condition and performance of certain investments. AIP cannot predict how other countries will respond to the U.S. administration's actions, for example, whether legislation or regulations that would have adverse impacts on a Fund or its investments may be passed in other jurisdictions in response or related to any measures that may be imposed by the U.S. administration, including the imposition of tariffs on U.S. goods imported into such jurisdictions, increased inspections on U.S. companies, delays on approvals for mergers and acquisitions involving U.S. companies, preferential treatment of non-U.S. companies, media campaigns against U.S. companies and/or goods and delays on license approvals in such jurisdictions. In addition, any changes in U.S. social, political, regulatory and economic conditions or in laws and policies governing the financial services industry, foreign trade, manufacturing, outsourcing, development and investment in the territories and countries or types of investments in which the Firm may invest, and any negative sentiments towards the United States as a result of such changes, could adversely affect the performance of the Firm's investments. Moreover, media (including social media) has the potential to influence public sentiment and escalate tensions both within the U.S. and in international relations, which could cause social unrest and could negatively impact stock markets and economics around the globe and the Firm's investment. In addition, negative sentiments towards the United States among non-U.S. customers and among non-U.S. employees or prospective employees could adversely affect sales or hiring and retention, respectively, in the portfolio company. The outcome of any future U.S. federal election and changes in the control of the U.S. federal legislative and executive branches could result in potential changes in laws and regulations affecting the private equity industry. The likelihood of occurrence and the effect of any such change is highly uncertain and could have an adverse impact on the investments.

Coronavirus and Public Health Emergency. Pandemics and other widespread public health emergencies, including outbreaks of infectious diseases such as SARS, H1N1/09 flu, avian flu, Ebola and the current outbreak of COVID-19, have and are resulting in market volatility and disruption, and future such emergencies have the potential to materially and adversely impact economic production and activity in ways that are impossible to predict, all of which may result in

significant losses to a Fund. The World Health Organization formally declared in March 2020 the COVID-19 outbreak to constitute a global “pandemic.” This outbreak has caused a worldwide public health emergency, straining healthcare resources and resulting in extensive and growing numbers of infections, hospitalizations, and deaths. In an effort to contain COVID-19, national, regional and local governments, as well as private businesses and other organizations, have taken severely restrictive measures, including instituting local and regional quarantines, restricting travel (including closing certain international borders), prohibiting public activity (including “stay-at-home” and similar orders), and ordering the closure of large numbers of offices, businesses, schools, and other public venues.

As a result, COVID-19 significantly diminished global economic production and activity of all kinds has contributed to both volatility and a severe decline in all financial markets. Among other things, these unprecedented developments have resulted in material reductions in demand across most categories of consumers and businesses, dislocation (or in some cases a complete halt) in the credit and capital markets, labor force and operational disruptions, slowing or complete idling of certain supply chains and manufacturing activity, steep increases in unemployment levels in the United States and several other countries, and strain and uncertainty for businesses and households, with a particularly acute impact on industries dependent on travel and public accessibility, such as transportation, hospitality, tourism, retail, sports and entertainment.

The ultimate impact of COVID-19 — and the resulting precipitous decline in economic and commercial activity across almost all of the world’s largest economies — on global economic conditions, and on the operations, financial condition and performance of any particular industry or business, is impossible to predict.

Future public health emergencies could have a significant adverse impact and result in significant losses to a Fund. The extent of the impact on any Fund and a portfolio company’s operational and financial performance will depend on many factors, all of which are highly uncertain and cannot be predicted, and this impact may include significant reductions in revenue and growth, unexpected operational losses and liabilities, impairments to credit quality and reductions in the availability of capital. These same factors may limit the ability to source, diligence and execute new investments and to manage, finance and exit investments in the future, and governmental mitigation actions may constrain or alter existing financial, legal, and regulatory frameworks in ways that are adverse to the investment strategy.

Terrorist Activities. Terrorist activities, anti-terrorist efforts, armed conflicts involving the United States or its interests abroad and natural disasters may adversely affect the United States, its financial markets and global economies and could prevent the Firm from meeting its investment objectives and other obligations. The potential for future terrorist attacks, the national and international response to terrorist attacks, acts of war or hostility and natural disasters have created many economic and political uncertainties in the past and may do so in the future, which may adversely affect the United States and world financial markets and a Fund for the short or long-term in ways that cannot presently be predicted.

Adequacy and Availability of Insurance. While the Firm, each Fund and/or portfolio companies may seek to utilize insurance and other risk management products (to the extent available on

commercially reasonable terms) to mitigate the potential loss resulting from catastrophic events and other risks customarily covered by insurance, this may not always be practicable or feasible. Moreover, it will not be possible to insure against all such risks, and such insurance proceeds as may be derived in a timely manner from covered risks may be inadequate to completely or even partially cover a loss of revenues, an increase in operating and maintenance expenses and/or a replacement or rehabilitation. Certain losses of a catastrophic nature, such as those caused by wars, earthquakes, terrorist attacks or other similar events, may be either uninsurable or insurable at such high rates as to adversely impact a Fund's profitability.

Social Media and Publicity Risk. The use of social networks, message boards, internet channels and other platforms has become widespread within the United States and globally. As a result, individuals now have the ability to rapidly and broadly disseminate information or misinformation, without independent or authoritative verification. Any such information or misinformation regarding AIP, the Funds or one or more portfolio companies could have a material and adverse effect on the value of the Funds.

Artificial Intelligence and Machine Learning Developments. Recent technological advances in artificial intelligence and machine learning technology (collectively, "Machine Learning Technology"), including OpenAI's release of its ChatGPT application, pose risks to AIP, the Fund and the Fund's portfolio investments. AIP personnel, consultants and other associated persons of AIP could, unbeknownst to AIP, utilize Machine Learning Technology and notwithstanding that AIP personnel do not use Machine Learning Technology in connection with its advisory activities. AIP, the Fund and the Fund's portfolio investments could be further exposed to the risks of Machine Learning Technology if third-party service providers or any counterparties, whether or not known to AIP, also use Machine Learning Technology in their business activities. AIP will not be in a position to control the use of Machine Learning Technology in third-party products or services.

Use of Machine Learning Technology by any of the parties described in the previous paragraph could include the input of confidential information (including material non-public information) — either by third parties in contravention of non-disclosure agreements, or by AIP personnel or the aforementioned AIP advisors in contravention of AIP's contractual or other obligations or restrictions to which any of the foregoing or any of their affiliates or representatives are subject, or otherwise in violation of applicable laws or regulations relating to treatment of confidential and/or personally identifiable information (including material non-public information) — into Machine Learning Technology applications, resulting in such confidential information becoming part of a dataset that is accessible by other third-party Machine Learning Technology applications and users.

Independent of its context of use, Machine Learning Technology is generally highly reliant on the collection and analysis of large amounts of data, and it is not possible or practicable to incorporate all relevant data into the model that Machine Learning Technology utilizes to operate. Certain data in such models will inevitably contain a degree of inaccuracy and error — potentially materially so — and could otherwise be inadequate or flawed, which would be likely to degrade the effectiveness of Machine Learning Technology. To the extent that AIP, the Fund or the Fund's portfolio investments are exposed to the risks of Machine Learning Technology use, any such

inaccuracies or errors could have adverse impacts on AIP, the Fund or the Fund's portfolio investments. Conversely, to the extent competitors of AIP and its portfolio companies utilize Machine Learning Technology more extensively than AIP and its portfolio companies, there is a possibility that such competitors will gain a competitive advantage.

Machine Learning Technology and its applications, including in the private investment and financial sectors, continue to develop rapidly, and it is impossible to predict the future risks that may arise from such developments.

Investment Structuring and Legal Risks

Control Person Liability. Each Fund is expected to have a significant interest in its portfolio company investments. The exercise of control over each portfolio company investment may impose additional risks of liability for environmental damage, product defects, pension and other fringe benefits, failure to supervise management, violation of laws and governmental regulations (including sanctions and securities laws and regulations) and other types of liability, for which the limited liability generally afforded to investors may be ignored. In particular, if determined to be a direct owner or operator of any of the portfolio company's facilities or operations, a Fund could face strict, joint and several liability under environmental laws for hazardous substance or contamination-related liabilities. If any such liabilities were to arise, a Fund might suffer significant losses. While AIP intends to manage each Fund in a manner that will minimize the exposure of these risks, the possibility of successful claims against the Firm, a Fund, and/or its affiliates cannot be precluded.

Director Liability. The Firm will have the right to appoint one or more representatives to the board of directors (or similar governing body) of portfolio companies (each, a "Board Representative"). The Board Representatives may have duties to persons other than the Firm, including other equity holders of the portfolio company. Serving on the board of directors (or similar governing body) of the portfolio company exposes the Board Representatives, and ultimately the Firm, to potential liability. The portfolio company may not obtain insurance coverage with respect to such liability, and the insurance coverage that it does obtain may be insufficient to adequately protect against such liability. In addition, involvement in litigation can be time consuming for such persons and can divert the attention of such persons from the Firm's investment activities.

Litigation. The transactional nature of the business exposes AIP and their respective affiliates generally to this risk of third-party litigation. In the ordinary course of its business, the Firm or a Fund may be subject to litigation from time to time. Subject to the applicable Governing Documents, each Fund will generally be responsible for indemnifying AIP and certain of its affiliates for costs they may incur with respect to such litigation not covered by insurance. The outcome of litigation proceedings may materially adversely affect the value of the investments involved and may continue without resolution for long periods of time. Additional regulation could also increase the risks of third-party litigation. Any litigation may consume substantial amounts of the Firm's and the Principals' time and attention, and that time and the devotion of these resources to litigation may, at times, be disproportionate to the amounts at stake in the litigation.

Contingent Liabilities Upon Disposition. In connection with the disposition of any investment, a Fund or their related general partner may be required to make (and/or be responsible for another person's or entity's breach of) representations and warranties, e.g., about the business and financial affairs of the portfolio company, the condition of its assets and the extent of its liabilities, in each case generally in the nature of representations and warranties typically made in connection with the sale of similar businesses, and may be responsible for the content of disclosure documents under applicable securities laws. They may also be required to indemnify the purchasers of the investment or underwriters to the extent that any such representations or disclosure documents are inaccurate. These arrangements may result in contingent liabilities, which would be borne by a Fund and, ultimately, its investors. In such a situation, Investors may be required to return distributions received by them to pay such indemnification obligations, subject to certain limitations provided in the Governing Documents.

Liability of Limited Partners. The Funds have been organized as limited partnerships. Generally, a limited partner should not be personally liable for the debts of the partnership except that, in the event a Fund is otherwise unable to meet its obligations, the limited partners may, under applicable law, be obligated to repay amounts previously received by them to the extent such amounts are deemed to have been wrongfully distributed to them, subject to certain limitations set forth in the Governing Document. In addition, any Investor commitment is susceptible to risk of loss as a result of any liability of a Fund.

Management Risks

Reliance on the General Partner. The Funds will depend on a general partner. Limited partners generally will have no right or power to take part in the management of the partnership, and the general partner generally will control the operations of the partnership (including decisions with respect to structuring, negotiating, purchasing, financing and divesting investments). Consequently, the partnership's future profitability and investment performance will depend largely upon the business and investment acumen of AIP and the Principals. There can be no assurance that the general partner will be able to consummate and exit the investment in a manner that will satisfy the partnership's objectives or realize upon their values. Furthermore, there can be no assurance that a Fund's investments will achieve results similar to those attained by previous investments of the Principals. The loss or reduction of service of one or more of the Principals could adversely affect a Fund's ability to achieve its investment objectives. In addition, the Principals will devote time to multiple Funds, which may cause conflicts of interest to arise. In addition, certain changes in AIP, including a general partner, or circumstances relating to such entities may have an adverse effect on a Fund or the portfolio companies (including acceleration of potential debt facilities). A Fund's investments may differ from previous investments made by members of the AIP team in a number of respects, including target return levels, level of risk associated with a particular investment, amount invested in a particular company, types of companies within a particular industry sector, amount of leverage used, structure and holding period. The obligation of limited partners to contribute capital to the partnership may not be dependent on the continued service of the Principals.

Reliance on Portfolio Company Management. The success of each portfolio company is heavily dependent on the management of the portfolio company. The portfolio company's day-to-day

operations will be the responsibility of its management team. Although the general partner will be responsible for monitoring the performance of the investment and the partnership generally intends to help retain or recruit strong management to each portfolio company, there can be no assurance that the existing management team, or any successor, will be able or willing to successfully operate the portfolio company in accordance with the Firm's objectives. Portfolio companies may need to attract, retain, and develop executives and members of their management team. The market for executive talent can be extremely competitive. There can be no assurance that the management team of the portfolio companies on the date that each investment is made will remain the same or continue to be affiliated with the portfolio company throughout the period the portfolio company is held by the partnership. There can be no assurance that the portfolio company will be able to attract, develop, integrate, and retain suitable members of its management team and, as a result, the partnership may be adversely affected thereby.

Standard of Care; Indemnification. The Governing Documents contain provisions that, subject to applicable law, reduce, modify, or eliminate the duties that the general partner would otherwise owe to a Fund and its Investors. In addition, pursuant to the Governing Documents, the general partner, the principals, AIP and certain of their respective employees, officers, partners, members, shareholders, managers, directors and affiliates will be indemnified and held harmless from losses sustained from any act or omission in connection with a Fund's activities, subject to certain exceptions set forth in the Governing Documents, and may receive advances for any fees, costs and expenses incurred in the defense or settlement of any claim that may be subject to a right of indemnification. The application of the foregoing standards may result in Investors having a more limited right of action in certain cases than they would in the absence of such standards. As a result, a Fund may bear significant financial losses even where such losses were caused by the negligence of the general partner and certain of its affiliates. Such financial losses may have an adverse effect on the returns to the Investors. The fees, costs, and expenses (whether or not advanced) and other liabilities resulting from a Fund's indemnification obligations will generally be paid by or otherwise satisfied out of the assets of a Fund, including the unpaid capital obligations of the Investors. In addition, if the assets of a Fund are insufficient to satisfy each Fund's indemnification obligations, the general partner may recall distributions previously made to the Investors, subject to certain limitations set forth in each Fund's Governing Documents. Further, each Investor also will be required to indemnify a Fund and each indemnitee against certain taxes attributable to such limited partner.

Possibility of Fraud or Other Misconduct of Employees and Service Providers. Misconduct by (i) employees of AIP or its affiliates, (ii) portfolio company directors, officers, or employees, and (iii) service providers to the foregoing and/or their respective affiliates could undermine the due diligence efforts of the partnership and/or the general partner and cause significant losses to a Fund. Misconduct may include entering into transactions without authorization, the failure to comply with operational and risk procedures, including due diligence procedures, misrepresentations as to investments being considered by a Fund, the improper use or disclosure of confidential or material non-public information, which could result in litigation or serious financial harm, including limiting the Firm's business prospects or future marketing activities, and non-compliance with applicable laws or regulations (and the concealing of any of the foregoing). Such activities may result in reputational damage, litigation, business disruption, market, or industry segment volatility and/or financial losses to the Firm. AIP has controls and procedures

through which it seeks to minimize the risk of such misconduct occurring; however, no assurances can be given that such misconduct will be able to be identified or prevented.

Fund Risks

No Market for Interests; Restrictions on Transfer; No Right of Withdrawal. Limited partner interests in a Fund may not generally be transferred, sold, assigned, pledged or otherwise encumbered without the prior written consent of the general partner, which may be withheld pursuant to the Governing Documents, and the volume of transfers permitted in any calendar year may be restricted in order to comply with certain safe harbors under the tax regulations promulgated under the Code. Voluntary withdrawals from a Fund will not be permitted except in very limited circumstances generally involving situations where retaining an interest in a Fund would violate certain laws or regulations. In addition, interests in a Fund are not redeemable. There will be no public market for interests in a Fund, and none is expected to develop. Interests in each Fund have not been registered under the Securities Act, the securities laws of any state or the securities laws of any other jurisdiction and therefore cannot be resold unless they are subsequently registered under the Securities Act and other applicable securities laws, or unless an exemption from registration is available. It is not contemplated that registration of the interests in a Fund will ever be affected. Limited partners may not be able to liquidate their investments in a Fund prior to the end of that Fund's term and must be prepared to bear the risks of an investment in a Fund for an extended period of time.

Significant Adverse Consequences for Default. The Governing Documents provide for significant adverse consequences in the event a limited partner defaults on its commitment or any other payment obligation. In addition to losing its right to potential distributions from a Fund, a defaulting limited partner may be forced to transfer its interest in a Fund for an amount that is less than the fair market value of such interest. Whether and how to exercise the general partner's remedies against a defaulting limited partner will be in the discretion of the general partner, and the general partner may require the non-defaulting limited partners to contribute capital to make up for the shortfall created by such defaulting limited partner.

Failure to Make Capital Contributions. If a limited partner fails to pay when due installments of its commitment or cost contributions to a Fund, and the contributions made by non-defaulting limited partners and borrowings by a Fund are inadequate to cover the defaulted amount, a Fund may be unable to pay its obligations when due. As a result, a Fund may be subjected to significant penalties that could materially adversely affect the returns to the limited partners (including non-defaulting limited partners).

Transfer by General Partner. To the extent a general partner, its partners, including the Principals, and/or their respective affiliates commit to make a direct or indirect investment in or along-side a Fund, a participation in or a portion of such investment may thereafter be transferred to others, subject to any express limitations thereon in the Governing Documents.

Fees and Expenses. Each Fund will pay and bear all expenses related to its operations, including the costs of holding, monitoring, maintaining, and disposing of the portfolio company, including investment banking fees and consulting fees, whether or not a Fund makes any profits (as described

in more detail below). While it is difficult to predict the future expenses of a Fund, such expenses may be substantial and may surpass a Fund's operating income. The amount of these partnership expenses will reduce the actual returns realized by limited partners on their investment in a Fund. Fund expenses include recurring and regular items, as well as extraordinary expenses for which it may be hard to budget or forecast. As a result, the amount of a Fund's expenses ultimately called or called at any one time may exceed expectations.

Need for Follow On Investments. Following its initial investment in the portfolio company, a Fund may decide to provide additional funds to the portfolio company or may have the opportunity to increase its investment in the portfolio company (whether for opportunistic reasons, to fund the needs of the business, as an equity cure under applicable debt documents or for other reasons). There is no assurance that any Fund will make follow on investments or that a Fund will have sufficient capital to make all or any of such investments. Any decision by a Fund not to make follow on investments or its inability to make such investments may have a substantial negative effect on the portfolio company (including an event of default under applicable debt documents in the event an equity cure cannot be made). Additionally, such failure to make such investments may result in a lost opportunity for a Fund to increase its participation in the portfolio company or the dilution of the ownership in the portfolio company if a third party invests in the portfolio company. Additionally, under the terms of the Governing Documents, the general partner or its affiliates are expected to be permitted to form additional vehicles or entities in order to make follow-on investments in the portfolio company. The investment in the portfolio company by any such vehicle is expected to cause dilution of ownership in the portfolio company.

No Independent Advice. The terms of the agreements and arrangements under which each Fund is established and will be operated have been, or will be, established by the general partner and are not the result of arm's-length negotiations or representations of the limited partners by separate counsel. Prospective investors should, therefore, seek their own legal, tax and financial advice before making an investment in a Fund.

Investments Longer than Term. The Investment may not be advantageously disposed of prior to the date a Fund is dissolved, either by expiration of a Fund's term or otherwise, or a Fund's term may be extended to facilitate the wind-down. Although the general partner expects that investments will be disposed of prior to dissolution or be suitable for in-kind distribution at dissolution, the general partner has a limited ability to extend the term of a Fund, and a Fund may have to sell, distribute or otherwise dispose of investments at a disadvantageous time as a result of dissolution. To the extent that any investment is held in trust, the trust may incur operating and formation expenses. In addition, there can be no assurances with respect to the timeframe in which the winding-up and the final distribution of proceeds to the limited partners will occur.

Agreements with Certain Investors. The general partner may enter into a side letter or other similar agreement with a particular limited partner in connection with its admission to a Fund without the approval of any other limited partner, which would have the effect of establishing rights under, altering or supplementing the terms of, or confirming the interpretation of an applicable Fund's document (including any partnership agreement and any related subscription agreement) with respect to such limited partner in a manner more favorable to such limited partner than those applicable to other limited partners, and such rights may be significant and such limited partner's

exercise of such rights may have a material adverse effect on a Fund and/or other limited partners and no limited partner shall have any recourse against any person in connection with such limited partner's exercise of any such right. Such rights or terms in any such side letter or other similar agreement may include, without limitation, (i) withdrawal rights applicable to particular limited partners (which may increase the percentage interest of other limited partners in, and contribution obligations of other limited partners with respect to, any investment); (ii) reporting obligations of the general partner; (iii) waiver of certain confidentiality obligations; (iv) consent of the general partner to certain transfers by such limited partner; (v) rights or terms necessary in light of particular legal, regulatory or public policy characteristics of such limited partner; or (vi) governance and/or consent rights vis-à-vis the portfolio company and/or a Fund.

Disclosure of Confidential Fund and Investor Information. The limited partners may include entities that are subject to public disclosure requirements, including state public records or similar freedom of information laws which may compel public disclosure of confidential information regarding each Fund, its investments, and its investors. There has been a recent increase in the number of requests under such laws for contracts (including partnership agreements, subscription agreements and side letters) that investors in private equity funds that are subject to such laws have in place with private equity funds. A Fund may incur expenses in connection with responding to any such disclosure requests, even if a Fund ultimately succeeds in asserting confidentiality for any requested documentation. Moreover, notwithstanding the obligation that the limited partners will have pursuant to the Governing Documents to maintain the confidentiality of a Fund's information, there can be no assurance that such information will not be disclosed either publicly or to regulators, law enforcement or otherwise. The general partner may also in certain circumstances, in an effort to protect any such potential disclosure, withhold all or any part of the information otherwise to be provided to such a limited partner, as more fully described in the Governing Documents. There can be no assurance that such information will not be disclosed by a Fund, the general partner, AIP, their affiliates and personnel, the portfolio company, or services providers to any of them including, without limitation, to comply with laws, regulations, or policies to which they are or may become subject. In addition, under the U.S. Dodd-Frank Wall Street Reform and Consumer Protection Act the SEC has authority to require private equity fund advisers, such as AIP, to file additional reports with the SEC regarding their funds and investment activities. Any public disclosure of Fund information could have an adverse effect on a Fund and its investors, for example, by affecting a Fund's competitive advantage in finding attractive investment opportunities.

Cyber Security Breaches and Identity Theft. Each client and the portfolio company'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 earthquake. Although AIP intends to implement 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, the general partner, a Fund and/or the portfolio companies may incur specific time or expense to fix or replace them and to seek to remedy the effects of such issues. The failure of these systems and/or of disaster recovery plans for any reason could cause significant interruptions in AIP business, each Fund and/or the portfolio company'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 AIP, a Fund and/or the portfolio company's reputation, subject any such entity and its respective affiliates to legal claims or otherwise affect their business and financial performance.

Electronic Delivery of Certain Documents. Pursuant to the subscription agreement entered into by an Investor, such Investor may consent to electronic delivery (including email, facsimile or posting on a Fund's web-based investor reporting site or other Internet service in accordance with the Governing Documents) of (i) any notices or communications required or contemplated to be delivered to such Investors by a Fund, the general partner or any of their respective affiliates, pursuant to applicable law or regulation (including, without limitation, the U.S. Investment Advisers Act of 1940, as amended), at the option of the person making such delivery, and (ii) capital call notices and other notices, requests, demands or consents or other communications and any financial statements, reports, schedules, certificates or opinions required to be provided to such Investor under the Governing Documents or under any side letter or similar agreement with such Investor. There are certain costs and possible risks (e.g., system outages) associated with electronic delivery. Moreover, the general partner cannot provide any assurance that these communication methods are secure and will not be responsible for any computer viruses, problems, malfunctions, theft of information or related problems that may be associated with the use of an Internet-based system.

Sanctioned Investors. If after subscribing to a Fund a limited partner is included on a list of prohibited persons maintained by a relevant regulatory or governmental authority (including OFAC or equivalent non-U.S. authorities) (a "Sanctions List"), the relevant General Partner will have the sole discretion to determine the resolution, remedy and manner of compliance of the Fund with applicable laws, including without limitation a "freeze" on distributions and/or capital calls from the relevant limited partner and reporting to the relevant authorities. Adverse actions by any such authorities, including temporary or permanent stays or holds on the Fund's activities, could materially and adversely affect the Funds.

Conflicts of Interest

Investors should be aware that various actual and potential conflicts will arise from the overall investment activities of a Fund, AIP, their respective affiliates and their respective employees, partners, members, shareholders, officers, directors, managers, contractors, and advisors (collectively, "AIP Personnel"). The following discussion identifies certain potential conflicts of interest that should be carefully considered before making an investment in a Fund. The below discussion is not a comprehensive list of all existing or potential conflicts of interests. In addition, investors should be aware that AIP, its personnel, a general partner, their respective affiliates and their respective employees, partners, members, shareholders, officers, directors, and managers will in the future engage in further activities that will result in additional conflicts of interest not addressed below. There can be no assurance that AIP will identify or resolve all conflicts of interest and, if resolved, that such conflicts will be resolved in a manner that is favorable to a Fund or its Investors.

If any matter arises that AIP determines constitutes an actual or potential conflict of interest, AIP will take any actions as it determines, in its sole discretion, to be necessary, advisable or

appropriate to ameliorate such conflict (and upon taking such actions, AIP will be relieved of any responsibility for, and liability related to, such conflict to the maximum extent permitted by applicable law and shall be deemed to have satisfied any and all of its fiduciary duties related thereto to the maximum extent permitted by applicable law, as modified by the relevant Governing Documents).

In addition, Investors should note that a Fund's Governing Documents contain provisions that, subject to applicable law, rule and regulation: (i) reduce, modify, waive or eliminate the duties, including fiduciary duties, that AIP otherwise would owe to a Fund and its investors; (ii) waive duties or consent to the conduct of AIP that might not otherwise be permitted pursuant to its duties owed to a Fund and its investors; and (iii) limit the remedies of an Investor with respect to breaches of duties that the General Partner owes to a Fund and its investors. Further, a Fund's Governing Documents contain exculpation and indemnification provisions that, subject to the specific exceptions identified therein, provide that the relevant general partner, AIP, their respective affiliates and their respective employees, partners, members, shareholders, officers, directors, managers, agents, advisors, assigns and representatives will be held harmless and indemnified, respectively, for matters relating to the operation of a Fund, including matters that involve one or more potential or actual conflicts of interest.

Time and Attention of the Principals. The Principals will spend a portion of their business time and attention pursuing investment opportunities that do not fall within the objectives, strategy, scope, and investment criteria of a Fund. The Principals and AIP's investment personnel will also manage and monitor investments by other investment vehicles sponsored by AIP. At such time as AIP raises a new investment fund or vehicle, the Principals will continue to manage a Fund, but also may, and likely will, focus investment activities on other opportunities and areas unrelated to such Fund.

Allocation of Investment Opportunities. AIP will be presented with investment opportunities that would be suitable not only for a Fund, but also for other Funds and other investment vehicles operated by advisory affiliates of AIP. In determining which investment vehicles should participate in such investment opportunities, AIP and its affiliates are subject to conflicts of interest among the investors in such investment vehicles. Except as required by the Governing Documents, AIP is not obligated to recommend any investment to any particular investment vehicle. Investments by more than one client of AIP in a portfolio company also have the potential to raise the risk of using assets of a client of AIP to support positions taken by other clients of AIP.

AIP must first determine which Fund(s) will, or are required to, participate in the relevant investment opportunity. AIP generally assesses whether an investment opportunity is appropriate for a particular Fund based on the Governing Documents, as well as factors including, but not limited to, investment restrictions and objectives (including those set forth in the Governing Documents, where applicable), strategy, risk profile, time horizon, tax sensitivity, tolerance for turnover, asset composition, diversification limitations, cash level (if any), applicable tax and regulatory considerations, life cycle, structure and other relevant factors. A Fund generally reserves the right to invest together with other Funds advised by an affiliate of AIP in the manner set forth in the Governing Documents and AIP's investment allocation policies. AIP will determine the allocation of investment opportunities among Funds in a manner that it believes is fair and

equitable to its clients under the circumstances over time consistent with AIP's obligations and reserves the right to take into consideration factors such as those set forth above.

Co-Investments. AIP may, in its sole discretion, provide or commit to provide co-investment opportunities to one or more Investors and/or other persons, including AIP Personnel, Special Consultants, vendors, service providers and or other third parties, in each case on terms to be determined by AIP in its sole discretion. Conflicts of interest may arise in the allocation of such co-investment opportunities. The allocation of co-investment opportunities, which may be made to one or more persons for any number of reasons as determined by AIP in its sole discretion, are not necessarily in the best interests of any Fund or Investors. AIP's procedures permit it to take into consideration a variety of factors in making such determinations, including, but not limited to: expressed interest in co-investment opportunities; expertise of the prospective co-investor in the industry to which the investment opportunity relates; perceived ability to quickly execute on transactions; tax, regulatory, securities laws and/or other legal considerations; confidentiality concerns that may arise in connection with providing the prospective co-investor with specific information relating to the investment opportunity; perceived ease of process in coordinating or completing the investment with the prospective co-investor or co-investors similar thereto; AIP's perception of whether the investment opportunity may subject the prospective co-investor to legal, regulatory, reporting or other burdens that make it less likely that the prospective co-investor would act upon the investment opportunity if offered or would impair AIP's ability to execute the relevant transaction in the desired time or on desired terms; size of the investment allocation and practicality of dividing it up among multiple co-investors; lender requirements; perceived public relations and reputational benefits or costs; existence of a formal or informal strategic relationship with the prospective co-investor; and whether AIP believes that allocating investment opportunities to an investor or person will help establish, recognize, strengthen and/or cultivate relationships that have the potential to provide longer-term benefits to the relevant portfolio company, other portfolio companies or a Fund or AIP. Although AIP reserves the right to consider a prospective co-investor's willingness to invest in future Funds, such willingness generally will not be the sole determining factor considered by AIP in identifying co-investors. AIP reserves the right to grant certain third-party investors the opportunity to evaluate specified amounts of prospective co-investments in Fund portfolio companies or otherwise to have priority in co-investment opportunities. A Fund may co-invest with third parties through partnerships, joint ventures or other entities or arrangements. Such investments may involve risks not present in investments where a third-party is not involved, including the possibility that a third-party co-venturer or partner may at any time have economic or business interests or goals that are inconsistent with those of a Fund, or may be in a position to take action contrary to the investment objectives of a Fund. In addition, a Fund may in certain circumstances be liable for the actions of its third-party co-venturer or partner. Allowing any co-investment generally reduces the amount of the relevant investment opportunity that theoretically could have been taken by the relevant Fund, and because co-invest opportunities generally appeal to Fund investors and third parties, AIP expects to be subject to potential conflicts of interest in determining the amount of investment opportunity that should be allocated to the relevant Fund.

Additionally, AIP expects certain service providers, their affiliates and personnel to invest in, or co-invest alongside, one or more Funds, and due to the nature of the service provider relationships and the timing of services these persons have the potential to have information advantages relative

to other investors or co-investors, and likely will be offered co-investment opportunities before such opportunities are presented to other interested prospective co-investors.

Conflicts with Investments and Investors. AIP Personnel will serve as directors of portfolio companies, and, in such capacity, will be required to make decisions that they consider to be in the best interests of such portfolio companies, subject to its duties (including fiduciary duties) and obligations to each Fund.

Allocation of Expenses Among Funds. As a general matter, Fund expenses typically will be allocated among all relevant Funds or co-invest vehicles eligible to reimburse expenses of that kind. In all such cases, subject to applicable legal, contractual, or similar restrictions, expense allocation decisions generally will be made by AIP or its affiliates using their reasonable judgment, considering such factors as they deem relevant, but in their sole discretion. The allocations of such expenses may not be proportional, and any such determinations involve inherent matters of discretion, e.g., in determining whether to allocate pro rata based on number of Funds or co-invest vehicles receiving related benefits or proportionately in accordance with asset size, or in certain circumstances determining whether a particular expense has greater benefit to a Fund or AIP. Each Fund generally has different expense reimbursement terms, which is expected to result in a Fund bearing different levels of expenses with respect to the same investment.

General Partner's Carried Interest. The fact that a general partner's carried interest is based on a percentage of net profits may create an incentive for such general partner to cause a Fund to hold investments longer than otherwise would be the case.

Products or Services Received by AIP from a Portfolio Company. It is expected that portfolio companies may provide AIP with products or services that such portfolio companies regularly produce or provide as part of its business operations at reduced rates or without charge. In such circumstances, AIP has an incentive to acquire such products and services from portfolio companies when similar or superior services could be available from third parties.

Valuation of Assets. There is not expected to be an actively traded market for most of the investments owned by a Fund. When estimating fair market value, AIP will apply a methodology it determines, in its sole discretion, to be appropriate based on accounting guidelines and the applicable nature, facts and circumstances of the respective investments. However, the process of valuing investments for which reliable market quotations are not available is based on inherent uncertainties and the resulting values are likely to differ from values that would have been determined had an active market existed for such investments and will sometimes differ from the prices at which such investments ultimately are sold. AIP's discretion in respect of such valuations is likely to give rise to conflicts of interest, including in connection with determining the amount and timing of distributions of carried interest. There can be no assurance that AIP will have all the information necessary to make valuation decisions in respect of these investments, or that any information or valuations provided by third parties on which such decisions are based will be correct. There can be no assurance that the valuation decision of AIP with respect to an investment will represent the value realized by a Fund(s) on the eventual disposition of such investment or that would, in fact, be realized upon an immediate disposition of such investment on the date of its valuation.

Fees from Portfolio Companies. AIP and AIP Personnel, subject to certain limitations, are expected to earn transaction fees and monitoring fees (together, “Fees”). Fees create a conflict of interest with respect to the role of such persons in connection with a Fund. Fees will not be shared with a Fund or Investors and will be for the benefit of AIP Personnel only.

AIP will have the right to appoint portfolio company board members (including current or former AIP Personnel and industry advisors), or to influence their appointment, and to determine or influence the determination of their compensation. Additionally, portfolio company board members approve compensation and other amounts payable to AIP or AIP Personnel by a portfolio company and are in addition to the carried interest described herein. AIP’s authority to appoint or influence the appointment of portfolio company board members who are involved in approving compensation payable to AIP or AIP Personnel subjects AIP and any such portfolio company board appointees to conflicts of interest.

Industry Relationships. As part of AIP’s business, the Principals, AIP and its employees have developed many relationships with third parties which have the potential to raise conflicts of interest. Such third parties include investment bankers, lenders, consultants, professional advisors (such as attorneys and accountants), co-investors, current and former directors, officers and employees of current and former portfolio companies and former employees and members of AIP. Certain of these third parties may: (i) introduce investment opportunities to AIP; (ii) arrange for, or facilitate the financing of, the purchase or recapitalization of a portfolio company; (iii) introduce a portfolio company to potential acquisition or merger candidates; (iv) facilitate the disposition of a portfolio company; or (v) provide investment banking, consulting, legal or advisory services to AIP, a Fund, or a portfolio company. Such third parties may also provide goods or services to or have business, personal, political, financial or other relationships with the Principals. In addition, such third parties may invest in one or more Funds or provide other significant business or investment services to AIP, other investment vehicles sponsored by AIP and/or a portfolio company. These relationships may influence AIP in deciding whether to select or recommend any such third-party to perform services for a Fund or a portfolio company. The cost of any services provided by such third parties will generally be borne directly or indirectly by a Fund or portfolio company, as applicable.

Secondary Transfers of Fund Interests. To the extent AIP has discretion to consent to a transfer of an Investor interest in a Fund pursuant to the Governing Documents, and subject to any restrictions therein, AIP expects to identify one or more persons (including AIP Personnel, Investors or persons that are not Investors, but may in the future invest, in any AIP partnerships) to potentially acquire such interest, and may take into consideration a variety of factors as it deems necessary in exercising its discretion with respect to such a transfer.

Cross Transactions. Further, cross transactions are expected to arise in the context of automatic or other re-balancing of investments among parallel investing entities, and in such circumstances AIP generally will not seek a fairness opinion or advisory committee consent given that such transactions typically are effected close in time to the initial Fund’s investment or pursuant to authorizing provisions in the relevant Governing Documents.

Savings Clause. Although the Governing Documents generally contain broad exculpation and indemnification provisions, AIP will not interpret such provisions to constitute a waiver of any person's non-waivable federal fiduciary duties to the relevant Fund under the Advisers Act.

Additional Potential Conflicts. Neither AIP nor any AIP Personnel is required to manage a Fund as their sole and exclusive function and each engages, or is authorized to engage, in other business ventures and other activities unrelated to the affairs of a Fund, including directly or indirectly purchasing, selling, holding or otherwise dealing with any securities or other obligations for the account of other investment funds, for their own accounts or for the accounts of their family or other clients (including other Funds). AIP and its respective affiliates sometimes will give advice and recommend securities or other obligations to Funds that differs from advice given to, or securities or other obligations recommended or bought for, other Funds, though its investment objectives may be the same or similar.

AIP, its affiliates, and equity holders, officers, Principals, and employees reserve the right to buy or sell securities or other instruments that AIP has recommended to a Fund. In addition, AIP's officers, Principals and employees reserve the right, to the extent not prohibited by the relevant Governing Documents, to buy securities in transactions deemed unsuitable for a Fund, but will not in such circumstances be required to share in or reimburse the relevant Fund for due diligence or other expenses (including broken deal expenses) incurred by a Fund in connection with a Fund's consideration of the relevant investment opportunity. Any such transactions are subject to any restrictions in the Governing Documents and any related policies and procedures set forth in AIP's Code of Ethics. The investment policies, fee arrangements and other circumstances of these investments generally vary from those of any Fund. Employees and related persons of AIP have, and are expected to continue to have, capital investments in or alongside certain Funds, or in prospective portfolio companies directly or indirectly, as well as in investment vehicles (including private funds) sponsored by potential competitors, and therefore expects to have additional potential conflicting interests in connection with these investments.

Except to the extent prohibited by the Governing Documents, AIP and its personnel are permitted to market, organize, sponsor or act in other capacities (including as director, founder or manager) for other pooled investment vehicles, accounts or SPACs the investment or business strategy of which does not overlap with a Fund and to receive compensation (including in the form of Management Fees, performance-based compensation, founders' equity or similar interests) relating thereto. Subject to any limitations imposed by the Governing Documents and "anti-assignment" provisions of the Advisers Act, AIP and its personnel are also permitted to offer, restructure, and monetize interests in AIP.

AIP may expand the range of services that they provide over time. Except as provided herein or in a Fund's Governing Documents, AIP and its affiliates will not be restricted in the scope of their business or in the performance of any such services (whether now offered or undertaken in the future) even if such activities could give rise to conflicts of interest, and whether or not such conflicts are described herein. AIP and its affiliates have, and will continue to develop, relationships with a significant number of companies, financial sponsors, and their senior managers, including relationships with Investors who may hold or may have held investments similar to those intended to be made by a Fund.

AIP reserves the right to cause a Fund to enter into a transaction whereby a Fund purchases securities from, or sells securities to, other Funds managed by AIP, or co-investors or co-investment vehicles. Such transactions may arise in the context of automatic or other re-balancing of an investment among parallel investing entities or in contexts where a portfolio company owned by one Fund is acquired by a portfolio company acquired by another Fund. Certain transactions raise potential conflicts of interest, including where the investment of one Fund supports the value of portfolio companies owned by another Fund. These conflicts are heightened to the extent the relevant securities are illiquid or do not have a readily ascertainable value, and there generally can be no assurance that the price at which such transactions are entered into represent what would ultimately be the underlying investment's fair value. To the extent required by the Governing Documents or otherwise in the sole discretion of AIP, AIP reserves the right to seek to mitigate such conflicts by seeking the opinion of an unaffiliated third party (including the use of a consultant or investment banker to opine as to the fairness or "arm's-length" nature of a purchase or sale price) or by obtaining the consent of the relevant Fund(s) (including, where authorized, the consent of each Fund's advisory board) to such transactions. In certain circumstances, AIP reserves the right to determine that the willingness of a third party to make an investment on the same terms demonstrates the fairness of the relevant transaction to a Fund under then-current market conditions. AIP intends that any such transactions be conducted in a manner that it believes to be fair and equitable to each Fund under the circumstances, including consideration of the potential present and future benefits with respect to each Fund.

Material Non-Public Information. As a result of the operations of AIP, AIP Personnel will come into possession of confidential or material, non-public information ("MNPI") including as a result of certain AIP Personnel serving on the boards of directors of a portfolio company. Consequently, a Fund will be restricted from initiating a transaction or selling an investment which, if such information had not been known to it, may have been undertaken on account of applicable securities laws or AIP's internal policies. Due to these restrictions, a Fund occasionally will not be able to make an investment that it otherwise might have made or sell an investment that it otherwise might have sold. AIP anticipates that, to minimize the impact of such restrictions, a Fund will elect not to receive MNPI in certain situations in which such an election is available. If AIP Personnel obtain such material non-public information about an issuer, a Fund will be prohibited by law, policy or contract, for a period of time, from (i) unwinding a position in such issuer, (ii) establishing an initial position or taking any greater position in such issuer and/or (iii) pursuing other investment opportunities related to such issuer, which could impact the investment returns generated for the relevant Funds. AIP will be under no duty or obligation to disclose to, or use for the benefit of, a Fund any information in relation to any transaction in which it, or any person to whom it owes a duty, has an interest.

Conflicting Limited Partner Interests. Investors in a Fund are expected to be diverse and may have conflicting investment, tax, and other interests with respect to their investment in such Fund. The conflicting interests of individual Investors arise from, among other things, the nature of a Fund's investment, the structuring or the acquisition of investments and the timing of disposition of a Fund's investment. In addition, AIP and/or AIP Personnel will invest directly or indirectly in a Fund. As a result, conflicts of interest arise in connection with decisions made by AIP that are more beneficial for one Investor than for Investors, especially with respect to Investors' individual tax situations. In selecting, structuring, acquiring, and disposing of investments appropriate for a Fund, AIP intends to consider the investment and tax objectives of a Fund and its Investors as a

whole, and not the investment, tax, or other objectives of any Investor individually. In addition, a Fund will make investments without regard to the impact on related investments made by Investors in separate transactions unrelated to their interest in such fund.

ITEM 9 – DISCIPLINARY INFORMATION

Registered investment advisers are required to disclose all material facts regarding any legal or disciplinary events that would be material to an investor or potential investor’s evaluation of AIP or the integrity of AIP’s management.

To the best of our knowledge, AIP has no such facts to disclose.

ITEM 10 – OTHER FINANCIAL INDUSTRY ACTIVITIES AND AFFILIATIONS

AIP does not have any registrations or pending registrations to act as a broker-dealer or representative of a broker dealer, futures commission merchant, commodity pool operator, commodity trading advisor, or an associated person of any of the foregoing entities related to this item.

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

AIP is a fiduciary to its clients, and therefore must serve their interests with the utmost loyalty and care. AIP has adopted a code of ethics (the “Code”), which is designed to meet the requirements of SEC Rule 204A-1, and to assist AIP and its supervised persons in preventing violations of the Advisers Act and the rules promulgated under it and prevent the use of MNPI. Below is a summary of certain provisions of the Code.

The Code applies to AIP’s management and employees, and to any consultant or other non-employee who the Chief Compliance Officer determines to treat as a “supervised person” for purposes of the Code. The Code sets forth a standard of business conduct that considers AIP’s status as a fiduciary to its clients and requires supervised persons to place the clients’ interests above their own interests. The Code requires supervised persons to comply with applicable federal securities laws.

AIP comes into possession of confidential or material non-public information during its investment management and other activities. AIP is prohibited from improperly disclosing or using such information for its own benefit or for the benefit of any other person, regardless of whether such other person is a client. AIP maintains and enforces written policies and procedures that prohibit the communication of such information to persons who do not have a legitimate need to know such information and that seek to ensure that AIP remains in compliance with applicable law. Further, supervised persons are required to promptly bring violations of the Code to the applicable party.

AIP’s officers, directors, employees, and certain other persons associated with AIP (collectively, “Access Persons”) are required to follow the Code. Access Persons are required to obtain preclearance prior to purchasing interest in initial public offerings, limited partnerships, and limited liability companies, including private investment funds. Access Persons are permitted, in

certain circumstances, through co-investment or otherwise, to purchase or sell securities in which AIP, its affiliates and/or clients, directly or indirectly, have a position or interest.

The Code is designed to assure that the personal transactions, activities, and interests of Access Persons will not interfere with (i) making decisions in the best interest of clients and (ii) implementing such decisions while at the same time allowing its Access Persons to invest for their own accounts. If a personal trading transaction conflicts with the Firm's restricted trading list, then the transaction is prohibited. Nonetheless, because the Code in some circumstances would permit Access Persons to invest in the same instruments as clients, there is a possibility that Access Persons might benefit from market activity by a client in an instrument held by an Access Person. Personal trading is regularly monitored under the Code in an effort to prevent conflicts of interest between AIP and its clients.

The general partner may, in its sole discretion, provide or commit to provide co-investment opportunities to one or more Investors and/or other persons, in each case on terms to be determined by the general partner in its sole discretion. Conflicts of interest may arise in the allocation of such co-investment opportunities. The allocation of co-investment opportunities, which may be made to one or more persons for any number of reasons as determined by the general partner to each fund in its sole discretion, are not necessarily in the best interests of the clients or any individual Investor. In exercising its sole discretion in connection with such co-investment opportunities, the general partner may consider some or all of a wide range of factors, which may include the likelihood that an investor may invest in a future fund sponsored by the general partner or its affiliates. The Funds may also co-invest with third parties through partnerships, joint ventures or other entities or arrangements. Such investments may involve risks not present in investments where a third-party is not involved, including the possibility that a third-party co-venturer or partner may at any time have economic or business interests or goals that are inconsistent with those of the client's or may be in a position to take action contrary to the investment objectives of the Funds. In addition, the Funds may in certain circumstances be liable for the actions of its third-party co-venturer or partner.

AIP also has adopted policies and procedures intended to prevent employees from being unduly influenced in their decisions by the receipt of gifts or other inducements from third parties, such as brokers, trading counterparties or vendors. AIP employees are required to seek approval to keep certain business gifts and are required to seek pre-approval to give certain types of business gifts. In addition, AIP's policies set forth standards for receiving and providing business entertainment from or to certain third parties, and certain prohibited uses of social media, among other things. The Code also includes general provisions regarding professionalism in all aspects of management and employee conduct for AIP.

ITEM 12 – BROKERAGE PRACTICES

AIP does not receive research or other soft dollar benefits currently. AIP may make brokerage or investment bank recommendations to clients as fully described in the Governing Documents for each Fund.

AIP causes clients to invest in private transactions that are not executed on an exchange and thus AIP generally does not utilize brokers. Notwithstanding the above, in the future AIP may utilize

brokers and investment banks in connection with the purchase and sale of portfolio companies. This is typically done on a limited basis to remove restrictions from the securities and to help liquidate the securities in the open market. This may also occur due to AIP's sale of in-kind distributions of stock from portfolio companies. Any such purchases or sales will be executed in accordance with AIP's best execution obligation.

If AIP's business evolves to such that the clients regularly execute transactions through a broker-dealer, then AIP would adopt policies and procedures reflective of its duty to execute trades in a manner designed to seek best execution. To the extent AIP utilizes broker-dealers in the future, AIP need not solicit competitive bids and would not have an obligation to seek the lowest available commission or other transaction cost.

ITEM 13 – CLIENT ACCOUNTS

On an ongoing basis, the Firm closely monitors all investments held by the clients. The Firm's Chief Compliance Officer ensures that all investments meet the Firm's stated objectives on a continuous basis.

AIP distributes quarterly investment summaries to investors. Each investment summary includes an update on the performance of each portfolio company, financial summaries, and changes to market value as applicable. AIP will also provide audited financials to all underlying investors in each Fund within 120 days of each Fund's fiscal year end.

ITEM 14 – CLIENT REFERRALS AND OTHER COMPENSATION

AIP does not receive any economic benefit from anyone other than the clients for providing investment advice or advisory services to the clients.

AIP has entered into agreements with a third-party marketer Eaton Partners ("Eaton"). Eaton is a business unit within Stifel, Nicolaus & Co., Inc. and is paid cash compensation to make endorsements on behalf of AIP, including soliciting investors of private funds managed and advised by AIP. Such compensation includes a fee based upon a percentage of capital commitments made to AIP Funds. Eaton is not a client of AIP or an investor in any Fund offered by AIP.

Because Eaton is compensated by AIP and because personnel could have the opportunity to invest in Funds offered by AIP, Eaton and its personnel are incentivized to endorse AIP, which creates a conflict of interest. AIP reserves the right to pay compensation to additional placement agents and/or solicitors in the future in accordance with applicable law.

ITEM 15 – CUSTODY

Due to the legal structure of the Funds and the role of AIP, AIP is generally deemed to have legal custody of the Funds it currently advises. The Funds maintain their assets, in their own name, with qualified custodians or otherwise as permitted under the Custody Rule.

To ensure compliance with the Custody Rule, all Investors will be provided with financial statements for their respective investment, audited by an independent accounting firm that is

registered with and subject to review by the Public Company Accounting Oversight Board, in accordance with U.S. Generally Accepted Accounting Principles, within 120 days of the end of such client's fiscal year.

ITEM 16 – INVESTMENT DISCRETION

AIP has discretionary authority to manage the assets of Funds pursuant to the Governing Documents of each Fund. Investment advice is provided directly to the Funds. Investment advice is not provided to individual investors in a Fund. Services are provided to each Fund in accordance with the Governing Documents of each Fund. As more fully described in each Fund's Governing Documents, the terms of an investor's investment may be altered or varied in certain circumstances.

ITEM 17 – VOTING CLIENT SECURITIES

AIP does not vote public equity proxies on behalf of its Funds or portfolio companies, nor does it anticipate doing so in the future. Should one of AIP portfolio companies go public or be acquired for stock by a public company or should AIP otherwise make an investment in a public company, AIP will vote proxies in the best interest of each Fund and in accordance with their fiduciary duty owed to each Fund. Clients and Investors may not direct proxy voting decisions. Investors may obtain information on how AIP voted on behalf of the Funds and obtain a copy of the policies and procedures by contacting the Firm's CCO.

ITEM 18 – FINANCIAL INFORMATION

AIP is not aware of any financial condition reasonably likely to impair its ability to meet contractual commitments to its clients and has not been the subject of a bankruptcy petition at any time during the past ten years.