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**AEA Investors LP**  
**AEA QP Advisers LLC**  
**AEA Investors SBF LP**  
**AEA Debt Management LP**

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**This brochure provides information about the qualifications and business practices of AEA Investors LP, AEA QP Advisers LLC, AEA Investors SBF LP, AEA Debt Management LP and their affiliated advisers. If you have any questions about the contents of this brochure, please contact us at (212) 644-5900. Registration as an investment adviser does not imply any level of skill or training. The information in this brochure has not been approved or verified by the United States Securities and Exchange Commission or by any state securities authority.**

**Additional information about AEA Investors LP, AEA QP Advisers LLC, AEA Investors SBF LP, AEA Debt Management LP and their affiliated advisers is also available on the SEC's website at [www.adviserinfo.sec.gov](http://www.adviserinfo.sec.gov).**

**March 30, 2019**

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## **Item 2 - MATERIAL CHANGES**

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This brochure, dated March 30, 2019, updates the last posting of this document on March 28, 2018 on the public disclosure website of the United States Securities and Exchange Commission (the “SEC”), and includes: updated information on new funds of the Advisers (some of which had actual closings after December 31, 2018); updates to reflect additional detail on fees and expenses; and, additions to, and enhancements of, previously listed, risk disclosures, potential conflicts of interests, and brokerage practices.

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#### **Item 4 - ADVISORY BUSINESS**

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AEA Investors LP, collectively with its affiliates and predecessor companies, has been sponsoring and managing private investment funds and providing investment advice since 1968. AEA Investors LP is a privately held limited partnership controlled by AEA Management LLC, a limited liability company, the managing member of which is John L. Garcia.

AEA Investors LP currently carries out its investment advisory business through the following subsidiaries and/or affiliates: AEA QP Advisers LLC, AEA Advisers LLC, AEA Investors SBF LP<sup>1</sup> and AEA Debt Management LP<sup>2</sup> (each an “Adviser” and collectively the “Advisers” or “AEA”). This brochure serves as the brochure for all of the Advisers. AEA Advisers LLC, AEA Investors LP and AEA Debt Management LP are all relying advisers with respect to AEA QP Advisers LLC.

The Advisers manage and provide investment advice to closed-end private investment vehicles that are exempt from registration under the Investment Company Act of 1940, as amended and whose securities are not registered under the Securities Act of 1933, as amended (each such vehicle, a “Fund”). The investment advice includes investigating, identifying, and evaluating investment opportunities, structuring, negotiating, monitoring, and managing investments of the Funds and disposing of the investments of the Funds. The Funds invest pursuant to and in accordance with the investment criteria and limitations set forth in each Fund’s governing documents. Other than with respect to the Public Equity Fund (as defined below), the investments generally are not made in publicly traded securities and are commonly referred to as “private equity” or “private debt” investments. The Advisers provide advice to each Fund and do not tailor their advisory services to the individual needs of the investors in each Fund. The Funds (or the general partners thereof) may enter into side letters with certain investors which have the effect of establishing rights under, or altering or supplementing the terms of, the relevant governing documents with respect to such investor.

The Advisers’ private equity investment vehicles are focused on the larger middle market (the “AEA Middle Market Private Equity Programs”) and the smaller middle market (the “AEA Small Business Programs” and collectively with the AEA Middle Market Private Equity Programs, the “Private Equity Programs”). The Private Equity Programs focus primarily, but not exclusively, on the following sectors: (1) value-added industrial products, which include manufacturing, service and distribution; (2) specialty chemicals; (3) consumer products; and (4) services relating primarily to these and other business sectors. Each of the Private Equity Programs is comprised of one or more Funds.

- The AEA Middle Market Private Equity Programs are comprised of the following Funds:

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<sup>1</sup> Effective January 1, 2014, AEA Investors SBF LLC converted into a limited partnership, AEA Investors SBF LP. Ownership and control remained unchanged. AEA Investors SBF LP is controlled by John Cozzi, Alan Wilkinson, Baron Carlson, and Tim Whelan, the investment partners who lead the AEA Small Business Programs.

<sup>2</sup> Effective January 1, 2015, AEA Mezzanine Management LP merged with and into AEA Middle Market Debt Management LP and the surviving partnership was renamed AEA Debt Management LP. Ownership and control of each of these entities remained unchanged. AEA Debt Management LP is controlled by Joseph D. Carrabino, Jr., the head of the AEA Debt Programs, and John L. Garcia.

AEA Investors 2003 Fund L.P. (and its related parallel vehicles), AEA Investors 2006 Fund L.P. (and its related parallel vehicles), AEA Investors Fund V LP (and its parallel vehicles), AEA Investors Fund VI LP (and its parallel vehicle), and AEA Investors Fund VII LP, which had its first close in January 2019.

- The AEA Small Business Programs are comprised of the following Funds: AEA Investors Small Business Fund LP (“SBF I”), AEA Investors Small Business Fund II LP, AEA Investors Small Business Fund III LP, and AEA Investors SBF IV LP, which had its first close in January 2019. SBF I is registered as a Small Business Investment Company and its limited partners included the U.S. Small Business Administration (the “SBA”) as a preferred limited partner.

The Advisers’ private debt funds invest primarily, but not exclusively, in mezzanine debt investments (the “Mezz Funds”) and senior debt investments (the “Senior Debt Funds” and together with the Mezz Funds, the “Debt Funds” or the “AEA Debt Programs”) in non-public companies. Each of the AEA Debt Programs is comprised of one or more Funds.

- The Mezz Funds include AEA Mezzanine Fund LP (and its parallel vehicle), AEA Mezzanine Fund II LP (and its parallel vehicle), AEA Mezzanine Fund III LP, and AEA Mezzanine Fund IV LP.
- The Senior Debt Funds include AEA Middle Market Debt Fund II LP, AEA Middle Market Debt Fund II Parallel LP, AEA Middle Market Debt Fund III LP, and AEA Middle Market Debt Fund IV LP, which had its first close in January 2019.

In 2017, the Advisers’ commenced an additional investment strategy which invests in public securities, primarily equity. This strategy, known as AEA Investors Public Equity Fund LP (the “Public Equity Fund”) is not open to outside investors.

The Advisers’ advisory activities consist of investigating, identifying, and evaluating investment opportunities, structuring, negotiating, monitoring, and managing investments of the Funds and disposing of the investments. Such services are provided pursuant to a management agreement with the Funds and/or the organizational documents of the applicable Fund. The Advisers expect in the future to advise other funds in addition to those listed herein. Adviser personnel may also serve on the boards of directors or similar governing bodies of the underlying portfolio company investments of the Funds.

See Item 7 for the definition of “Clients”, which, subject to certain limited exceptions, is generally defined as the Funds.

The provision of information about the above referenced funds shall in no event be considered to be an offer of interests in a Fund nor shall it be an offer of, or agreement to provide, advisory services directly to any recipient. Rather, this brochure is designed solely to provide information about AEA for the purpose of compliance with certain obligations under the Investment Advisers Act of 1940, as amended (the “Advisers Act”). Potential investors are provided with relevant organizational documents and private placement memoranda further describing terms, key risks

and conflicts associated with a particular Client prior to investing and encouraged to review such documents carefully.

As of December 31, 2018, the Advisers had total assets under management (including uncalled capital commitments) of approximately \$9,636,600,000, all of which was managed on a discretionary basis.

## **Item 5 - FEES AND COMPENSATION**

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### **Fee Schedules**

The Advisers' fees are not negotiable. Prospective investors are advised that there are differences between the fee structures for different products. Advisers are compensated for their advisory services as follows:

#### **AEA Middle Market Private Equity Programs**

Funds. Except as set forth below with respect to the Participant Programs, the Clients comprising the Funds of the AEA Middle Market Private Equity Program pay an annual management fee (and investors in the Fund bear those fees indirectly). During the commitment period, the management fee ranges from 1% to 1.75% per annum of a Client's aggregate non-AEA affiliated commitments, depending on the terms of a particular Fund and the class of interest held. These management fees are waived or offset in certain cases, as described further in "Other Fees and Expenses" below. After the end of the commitment period, the annual management fee ranges from 1% to 1.5% (depending on the particular Fund and the class of interest held) and is calculated based on funded capital, less capital returned to investors and as adjusted for any permanent write downs in the value of investments. In addition, the profits of the Clients are allocated such that the general partner of the Client is entitled, in addition to its investment interest, to a carried interest. The carried interest ranges from 15% to 20% of the profits of the Fund, assuming that a specified preferred return is achieved.

Participant Programs. Certain of the Funds in the AEA Middle Market Private Equity Programs are commitment-based Funds which we refer to as the "Participant Programs." The investors in the Participant Programs (the "Participants") pay an annual management fee to the Advisers. During the "commitment period" (the period during which new investments are generally made), the management fee is 1.5% (in the case the oldest remaining Fund) or 1.75% (in the case of later Funds) of each Participant's commitment. After the end of the commitment period, the management fee continues at the annual rate of 1.5% but is calculated based on funded capital, less capital returned to investors and as adjusted for any permanent write downs in the value of investments. These management fees are generally not subject to offset or waiver. In addition, the profits of the Participant Programs are allocated such that persons associated with the Advisers (AEA personnel) are entitled, in addition to their investment interests, to a carried interest. The carried interest is approximately equal to 10% of distributions on each investment made under the Participant Program; however, the allocation of profits depends on the

performance of each particular investment. There is no preferred return hurdle for the Participant Programs.

### **AEA Small Business Private Equity Programs**

The advisory fees payable by Clients comprising the AEA Small Business Programs consist of an annual 2% management fee (and investors in those programs bear those fees indirectly). In addition, the general partner is entitled to a carried interest equal to 20% of the profits of the relevant fund as described below (assuming that a specified preferred return is achieved).

**SBF I.** During the first five years, the 2% management fee was calculated based on aggregate commitments to SBF I, including the SBA's preferred securities. After that time, the 2% management fee is calculated based on funded capital (including the SBA's preferred securities) less capital returned to investors or repaid to the SBA. The carried interest takes into account the SBA's priority.

**SBF II and SBF III.** During the commitment period, the 2% management fee is calculated based on aggregate non-AEA affiliated commitments. These management fees are waived or offset in certain cases, as described further in "Other Fees and Expenses" below. After the end of the commitment period, the management fee is calculated based on funded capital, less capital returned to investors and as adjusted for permanent write downs in the value of investments.

### **AEA Debt Programs**

The advisory fees payable by Clients comprising the AEA Debt Programs consist of an annual management fee (and investors in those programs bear those fees indirectly). In addition, the general partner is entitled to a carried interest based on profits if a specified preferred return is achieved. During the commitment period, the management fee is 1% or 1.5% of aggregate non-AEA affiliated commitments (depending on the particular Fund) plus, generally, in the case of the leveraged Funds, the total outstanding amount of the debt facility of that Fund. In certain cases, the fee is reduced or waived, as described further in "Other Fees and Expenses" below. After the end of the commitment period, the management fee is 1% or 1.5% of funded capital depending on the Fund, including in the case of the leveraged Funds, 1% or 1.5% of the average outstanding principal amount of the borrowings of the Fund. In addition, the profits of the Clients are allocated such that the general partner of the Client is entitled, in addition to its investment interest, to a carried interest. The carried interest ranges from 10% to 20% of the profits of the Fund, assuming that a specified preferred return is achieved.

### **AEA Public Equity Program**

The Public Equity Fund does not yet have a fee schedule.

### **Affiliated Investors**

In general, management fees and carried interest are not payable by Advisers' or their affiliates' employees who invest in, or alongside, the Advisers' investment programs (except in the case of the Participant Programs where, in some cases, employees do pay a carried interest on their invested capital) and are generally referred to as AEA affiliated commitments above. Such

investments are generally (but not exclusively) made through the relevant general partner of the Fund. Employees who leave the Advisers or their affiliates generally continue to invest on a no fee, no carry basis after termination of their employment and certain persons who are not employed by the Advisers are invited to invest in the investment programs without paying fees and/or carried interest, including, but not limited to, members of AEA's global and regional advisory boards or similar advisory relationships and former employees.

### **Calculation & Deduction of Advisory Fees**

In the case of the Private Equity Programs, management fees are generally billed quarterly in advance. In the case of the AEA Debt Programs, management fees are billed semi-annually (or quarterly) in advance. In cases where a distribution is expected to be made concurrently with the payment of fees, such fees may be deducted from the funds to be distributed to the Client.

With the exception for the Participant Programs, SBF I and certain legacy vehicles in the Debt Funds, the governing documents of the Funds generally permit the Advisers to waive or agree to reduce a portion of the management fees payable to the extent set forth in such governing documents. Any such waived or reduced portion of the management fee reduces the amount of capital the applicable general partner would otherwise be required to contribute to the relevant Fund (and will be treated as capital contributions made by the relevant general partner). In such event, the non-general partner and non-AEA affiliated investors in the relevant Fund are required to make pro rata contributions according to their respective commitments in lieu of the relevant portion of management fee to fund any contribution that would otherwise be required of the relevant general partner in connection with any such waiver or reduction as described above and, as a result, the exercise of such waiver may result in an acceleration of investor capital contributions.

### **Other Fees & Expenses**

Each Client pays the organizational and startup expenses, including legal, travel, accounting, filing and other organizational expenses of the Fund up to an amount specified in the pertinent offering materials. The Advisers bear the cost (through an offset against its management fee or otherwise) of all organizational expenses in excess of the specified amount (with respect to a particular Client), if any, and of any placement fees payable to any placement agent in connection with the formation of a particular Client.

To the maximum extent permitted by the governing documents applicable to such Client, the Client will generally pay, or reimburse the General Partner for, all other fees, costs, expenses, liabilities and obligations relating to the Client, its activities, its business, its portfolio companies, and/or its actual or potential investments, including with respect to any entity formed to effect the acquisition and/or holding of an investment (to the extent not borne or reimbursed by a portfolio company or potential portfolio company), including all fees, costs, expenses, liabilities and obligations relating or attributable to: (i) activities with respect to the identifying, sourcing (including meeting with consultants, broker-dealers, investment banks and other sources of investments), structuring, organizing, negotiating, consummating, financing, refinancing, diligencing (including any subscriptions to any periodicals or databases), acquiring, bidding on, developing, owning, managing, monitoring, operating, holding, hedging, restructuring, trading,

taking public or private, selling, valuing, winding up, liquidating, dissolving, or otherwise disposing of, as applicable, actual and potential investments (including follow-on investments) or seeking to do any of the foregoing (including any associated legal, financing, commitment, transaction or other fees and expenses payable to attorneys, accountants, tax professionals, investment bankers, lenders, expert networks, third-party diligence and deal-sourcing software and other subscription services and service providers, consultants (including executive partners, senior advisors and advisory councils) and similar professionals in connection therewith and any fees and expenses related to transactions that may have been offered to co-investors), whether or not any contemplated transaction or project is consummated and whether or not such activities are successful; (ii) indebtedness of, or guarantees made by, the Fund, or the General Partner on behalf of the Fund (including any credit facility, letter of credit or similar credit support), including the repayment of principal and interest with respect thereto, or seeking to put in place any such indebtedness or guarantee; (iii) financing, commitment, origination and similar fees and expenses; (iv) broker, dealer, finder, underwriting (including both commissions and discounts), loan administration, private placement fees, sales commissions, investment banker, finder and similar services; (v) brokerage, sale, custodial, depository (including a depository appointed pursuant to AIFMD), Swiss representative and paying agent (pursuant to the Swiss Collective Investment Schemes Act (as amended), including any law, rule, or regulation related to the implementation thereof), trustee, record keeping, account and similar services; (vi) legal, accounting, research, auditing, administration (including fees and expenses associated with any third-party administrator and administration, tracking or reporting software, if any), information, appraisal, advisory, valuation (including third-party valuations, appraisals or pricing services), consulting (including consulting and retainer fees, salary and other compensation paid to consultants performing investment initiatives or providing services related to environmental, social and governance investment considerations and policies and other similar consultants), tax and other professional services (including costs associated with any SOC (Service Organization Controls Report) Type I or II control testing and reporting or similar services); (vii) reverse breakup, termination and other similar fees; (viii) insurance (including directors and officers liability, fidelity bond, management liability, cybersecurity, errors and omissions liability, crime coverage and general partnership liability premiums and other insurance and regulatory expenses, including any costs and expenses related to any retention or deductibles and broker fees, costs and commissions) and the cost of any consultants or other advisors utilized in the procurement, review and analysis of insurance policies; (ix) filing, title, transfer, survey, registration and other similar fees and expenses; (x) printing, communications, mailing, and courier; (xi) the preparation, distribution or filing of financial statements or other reports, tax returns, tax estimates, Schedule K-1s or similar forms or other communications with Partners or any other administrative, compliance or regulatory filings or reports (including Form PF and Bureau of Economic Analysis reports) and any administrative, regulatory, reporting, filing, or other compliance requirements (other than the initial registrations, filings, and compliance contemplated by AIFMD), or other information, including fees and costs of any third-party service providers and professionals related to the foregoing; (xii) compliance with any financial account reporting regime, including FATCA and the OECD Standard for Automatic Exchange of Financial Account Information – Common Reporting Standard and any similar laws, rules and regulations, and fees and costs of any third-party service providers and professionals related to the foregoing; (xiii) developing, licensing, implementing, maintaining or upgrading any web portal, extranet tools, computer software (including accounting, investor reporting and ledger



systems) or other administrative or reporting tools (including subscription-based services); (xiv) any activities with respect to protecting the confidential or non-public nature of any information or data (including any costs and expenses incurred in connection with compliance with the General Data Protection Regulation (EU 2016/679) (as amended) and any similar laws, rules and regulations); (xv) to the extent provided in the Partnership Agreement, or otherwise approved by the General Partner in its sole discretion, activities or proceedings of the Advisory Board (including any out-of-pocket costs and expenses incurred by representatives of the General Partner, the Advisory Board members, permitted observers and other persons in attending or otherwise participating in meetings of the Advisory Board); (xvi) indemnification obligations (including legal and any other fees, costs and expenses incurred in connection with indemnifying any Partner or other person or entity and advancing fees, costs and expenses incurred by any such person or entity in defense or settlement of any claim that may be subject to a right of indemnification pursuant to the Partnership Agreement), except as otherwise set forth in the Partnership Agreement; (xvii) actual, threatened or otherwise anticipated litigation, mediation, arbitration or other dispute resolution process, including the costs and expenses of any discovery related thereto and any judgment, other award or settlement entered into in connection therewith, except to the extent such expenses or amounts have been determined to be excluded from the indemnification provided for in the Partnership Agreement; (xviii) any annual Limited Partner meeting or other periodic, if any, meetings of the Limited Partners and any other conference or meeting (including via telephone or webcast) with any Limited Partner(s), in each case to the extent incurred by the Fund, the General Partner or any affiliate of the General Partner; (xix) except as otherwise determined by the General Partner in its sole discretion, any fee, cost, expense, liability or obligation relating to any alternative investment vehicle or its activities, business, portfolio companies or actual or potential investments (to the extent not borne or reimbursed by a portfolio company of such alternative investment vehicle) that would be a Fund expense if it were incurred in connection with the Fund, and any expenses incurred in connection with the formation (to the extent formed after the final closing date of the Fund), management, operation, termination, winding up and dissolution of any feeder vehicles related to the Fund to the extent not paid by the investors investing in such entities and any other costs and expenses related to any structuring or restructuring of any Fund entity; (xx) the termination, liquidation, winding up or dissolution of the Fund and any legal entities owned directly or indirectly by the Fund, including portfolio companies of the Fund; (xxi) except as otherwise provided in the Partnership Agreement, amendments to, and waivers, consents or approvals pursuant to, the constituent documents of the Fund, the General Partner (and its general partner), any entities owned directly or indirectly by the Fund (including portfolio companies of the Fund) and related entities and any alternative investment vehicle of the Fund, including the preparation, distribution and implementation thereof; (xxii) compliance with any law, rule, regulation or policy (including any legal fees, costs and expenses related thereto, any regulatory expenses of the General Partner (except as set forth in the Partnership Agreement) or any administrator related thereto, compliance with any privacy, data protection, know-your-customer, anti-money laundering (including any validation of any payments made to the Fund or the General Partner in connection with any voluntary or compulsory review), sanctions or anti-terrorist laws, rules, regulations, directives or special measure, and compliance with any environmental, social or governance considerations and policies); (xxiii) any litigation or governmental inquiry, investigation or proceeding, including any costs and expenses of discovery related thereto and the amount of any judgments, settlements or fines paid in connection therewith, except to the

extent such expenses or amounts have been determined to be excluded from the indemnification provided for in the Partnership Agreement; (xxiv) unreimbursed costs and expenses incurred in connection with any transfer or proposed transfer contemplated by the Partnership Agreement or any Limited Partner's name change or change in registered agent; (xxv) any taxes, fees and other governmental charges levied against the Fund and all expenses incurred in connection with any tax audit, inquiry, investigation settlement or review (except to the extent that the Fund is reimbursed therefor by a Partner or such tax, fee or charge is treated as having been distributed to the Partners pursuant to the Partnership Agreement), and any costs and expenses of or related to the "partnership representative" of the Fund; (xxvi) distributions to the Partners and other expenses associated with the acquisition, holding and disposition of investments, including extraordinary expenses; (xxvii) subject to the Partnership Agreement, compliance or regulatory matters, except as otherwise set forth in the Partnership Agreement, including compliance with the Partnership Agreement and/or any letter agreement and costs and expenses incurred in connection with the most-favored-nations process; (xxviii) any third-party experts, including independent appraisers engaged by the General Partner in connection with the Fund considering, making, holding or disposing of, directly or indirectly, an investment in the same entity as one or more affiliates of the Fund or the General Partner; (xxix) attendance of any member, manager, shareholder, partner, director, officer, employee or affiliate of the Management Company or the General Partner at any trade conference reasonably related to the investment activities of the Fund and/or its portfolio companies, including any applicable registration fees and exhibition, sponsorship or other presentation fees, costs and expenses; (xxx) any travel (including costs of commercial or private air travel at a cost not exceeding the cost of reasonably comparable first class commercial airfare, car or ride sharing services, and other modes of transportation) lodging, meals or entertainment relating to any of the foregoing, including in connection with consummated and unconsummated investment and disposition opportunities; (xxxi) any Organizational Expenses; (xxxii) any Placement Fees; and (xxxiii) any other fees, costs, expenses, liabilities or obligations approved by the Advisory Board.

In certain cases, if permissible under the relevant limited partnership agreement of the Fund, operating partners and operating executives may receive compensation directly from (or AEA may be reimbursed by) portfolio companies of the Funds in addition to receiving compensation directly from the Advisers and such amounts will generally not be subject to the offsets to management fees described below. The Advisers or affiliates of the Advisers may receive break-up, transaction and monitoring fees from or with respect to portfolio companies owned by the Clients and, in the case of the AEA Debt Programs, may additionally receive commitment, waiver and consent fees associated with such Funds' investments. In certain cases, the payment of monitoring fees and other fees in connection with the monitoring agreements (for example consulting fees, transaction / financing fees and termination fees) may be payable or required to be prepaid or accelerated upon the Fund's exit from a portfolio company or in certain other circumstances, such as an initial public offering or change of control. In the case of the Private Equity Programs, these amounts do not include amounts received by the Advisers (and such excluded amounts are not subject to the offsets described below): (i) as reimbursement for expenses directly related to such portfolio company; (ii) as payment for services not of the type customarily provided by the Advisers to such portfolio company as part of ordinary management services; or (iii) as reimbursement for any secondment or similar fees/salary reimbursements earned in relation to services provided by employees and directors of and those holding similar

positions with respect to the Advisers (including operating partners and executives) who are lent to work or provide services on an interim basis to a portfolio company that are reasonable in relation to the services provided.

In the case of certain legacy Funds in the AEA Middle Market Program, the Participant Programs and SBF I, generally out of pocket expenses incurred in connection with transactions not consummated are borne by the Adviser (and such funds do not receive an offset against management fees for the transaction, monitoring and other fees described in the forgoing paragraph). In the case of other Funds managed by the Advisers, these out of pocket expenses are generally borne by the Fund but an amount equal to a designated percentage (which percentage can vary significantly by Fund) of break-up, transaction, monitoring and certain other fees received by the Adviser or its affiliates are applied as an offset against management fees, in each case to the extent such fees are received in respect of the Funds' investment but excluding amounts attributable to investments by AEA affiliated investors (e.g., general partner). The offset percentages vary from 0% to 100%. Generally, fees received by the Advisers or their affiliates in proportion to investments by co-investors in the portfolio companies (including portfolio company management, other co-investors and financing sources with equity stakes) and fees received by the Advisers or their affiliates in proportion to investments by the Participant Programs in portfolio companies are not offset against Funds' management fees and are retained by the Advisers.

#### **Prepaid Fees**

Clients are required to pay management fees quarterly or semiannually in advance. Clients do not generally receive a refund of fees paid and are generally not permitted to terminate their commitments or withdraw from the Funds.

#### **Compensation for the Sale of Securities**

Not applicable.

### **Item 6 - PERFORMANCE-BASED FEES AND SIDE-BY-SIDE MANAGEMENT**

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As described in Item 5, the general partner (or its partners/affiliates) receive a percentage of the profits from the Funds it controls (in some cases assuming that investors receive a specified preferred return), generally referred to as "carried interest."

The fact that the carried interest received by an Adviser's affiliate is based on a percentage of net profits may create an incentive for the Advisers to cause the Clients to make riskier or more speculative investments than would otherwise be the case.

## **Item 7 – TYPES OF CLIENTS**

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The Advisers' "Clients" are defined as (1) the private investment funds (referred to in this brochure as "Funds") comprising the Private Equity Programs and the Debt Funds and the Public Equity Fund and (2) solely with respect to the Participant Program associated with AEA Investors 2003 Fund L.P., such Participants.

Interests in the Clients are privately offered pursuant to applicable exemptions from registration under the Securities Act of 1933, as amended, and the Investment Company Act of 1940, as amended, as well as certain non-US exemptions.

The investors in the Funds and the 2003 Participant Program include high net worth individuals and family groups, corporations, insurance companies, foundations, financial and other institutions, charitable organizations, trusts, partnerships, pension funds and limited liability companies. The Advisers refer to certain high net worth individual investors (regardless of the investment program in which they are invested) herein as Participants, but they are only Clients to the extent they are invested in the 2003 Participant Program.

Each Client has certain stated minimum commitment amounts (usually \$5-10 million) for an investor to be able to invest, however in each case, the Adviser was and is entitled to waive in its sole discretion the required minimum commitment amount and has done so in certain cases.

## **Item 8 - METHODS OF ANALYSIS, INVESTMENT STRATEGIES AND RISK OF LOSS**

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### **General Description**

The Advisers generally invest pursuant to three categories of investment programs: (1) AEA Middle Market Private Equity Programs; (2) AEA Small Business Private Equity Programs; and (3) AEA Debt Programs. In addition, beginning in 2017, the Advisers sponsored the Public Equity Fund, which currently does not take outside investment. An investment in each of these investment programs involves substantial risks, including the possibility of partial or total loss of capital. Prospective investors should not make an investment unless they can readily bear the consequences of a complete loss of their investment. The following includes certain of the key investment strategies used by the Advisers in investing pursuant to these programs:

Private Equity Programs. In identifying and analyzing potential middle market and small business private equity investments, the Advisers perform a due diligence review of the business proposed to be acquired, including a study and analysis of the operations and management of the enterprise. Legal and accounting reviews are conducted with the assistance of outside lawyers and accountants, and research is done on the industry involved, including work performed by outside consulting firms. The sources of information vary depending upon the nature of the business and the amount of information publicly and privately available. The strategy is for the Advisers to monitor the acquired company and its operations, seek to provide the services of experienced business executives (who may be Participants or other investors and senior

executive staff of Advisers or their affiliates) as members of the board of directors of the acquired company (either at the holding company or operating company level or both), in each case depending on the level of control of the operating company acquired in connection with the investment, and endeavor to cause the acquired company to grow through acquisitions or otherwise, enabling investors ultimately to realize a profit when the investment is harvested.

**AEA Debt Programs.** The AEA Debt Programs generally invest in mezzanine debt securities, senior debt securities and other debt/preferred securities and instruments including ancillary equity and equity related securities. Advisers identify potential investments through diversified deal sourcing channels, including targeted private equity relationships, the private equity activities of the other investment programs, selected public and private “unsponsored” companies, financial intermediaries and by partnering with other debt providers. The Advisers’ due diligence process leading up to making an investment is a staged approach, comprising financial, operational, strategic and legal analysis. After an investment has been made, the Adviser engages in ongoing monitoring by receiving and analyzing financial statements as often as monthly and, in certain circumstances, by participating on a company’s board of directors as either a director or an observer.

**Public Equity Fund.** The Public Equity Fund primarily invests in publically traded securities without seeking or obtaining governance rights and seeks to apply a private equity approach (regarding diligence and long-term holds) to public markets.

### **Material Risks for Significant Investment Strategies and Particular Types of Securities**

The following includes a description of certain material risks for the three categories of investment programs that the Advisers currently sponsor or manage and for which they provide investment advice. This description is not a complete explanation of the risks associated with these investment strategies or the risks involved in investments made by the Advisers for Clients.

#### **AEA Middle Market Private Equity Programs**

**Business Risks.** The AEA Middle Market Private Equity Programs’ investment portfolios will consist primarily of securities issued by privately held companies, and operating results in a specified period will be difficult to predict. Investments such as these involve a high degree of business and financial risk that can result in substantial losses.

**Investments in Private Companies.** The Funds’ investment portfolio is expected to consist primarily of securities issued by privately held companies, and operating results in a specified period will be difficult to predict. Such investments involve a high degree of business and financial risk that can result in substantial losses.

**Future and Past Performance.** The performances of the Advisers’ principals’ (the “Principals”) prior investments are not necessarily indicative of the AEA Middle Market Private Equity Programs’ future results. While the Advisers intend for the AEA Middle Market Private Equity Programs to make investments that have estimated returns commensurate with the risks undertaken, there can be no assurances that the targeted internal rate of return will be achieved.

On any given investment, loss of principal is possible.

Control Investments. The AEA Middle Market Private Equity Programs, either alone or together with co-investors, is expected to typically hold controlling interests in many of the portfolio companies in which it invests. The exercise of such control by a Fund may result in additional risks of liability for violations of governmental regulations (including securities laws), failure to supervise management or other types of liability in which the general limited liability characteristic of business ownership may be ignored. If these liabilities were to arise, the Fund might suffer significant and material losses. Even when the Fund prevails in any such claims for liability, it may incur significant costs of defending against those claims.

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

Concentration of Investments. The AEA Middle Market Private Equity Programs will participate in a limited number of investments and may seek to make several investments in one industry or one industry segment, in a limited geographic area, in a single asset type and/or within a short period of time. As a result, the AEA Middle Market Private Equity Programs' investment portfolios could become highly concentrated, and the performance of a few holdings or of a particular industry, or the timing of the investments, may substantially affect their aggregate returns. Furthermore, to the extent that the capital raised is less than the targeted amount, the AEA Middle Market Private Equity Programs may invest in fewer portfolio companies and thus be less diversified.

Unspecified Investments. The business of identifying, structuring, completing and realizing private equity investments involves a high degree of uncertainty and is subject in some cases to the prevailing capital market, regulatory or political environment. There can be no assurance that the AEA Middle Market Private Equity Programs will be able to identify or complete portfolio investments that satisfy the AEA Middle Market Private Equity Programs' rate of return objectives or, if completed, realize such investments for fair or attractive values or be able fully to invest its Commitments.

Lack of Sufficient Investment Opportunities. It is possible that the AEA Middle Market Private Equity Programs will never be fully invested if enough sufficiently attractive investments are not identified and/or consummated. The business of identifying, structuring, and completing private equity transactions is highly competitive. Potential competitors include other investment funds, strategic industry acquirers and other financial investors. Other investment funds with similar investment objectives to the AEA Middle Market Private Equity Programs may have more relevant experience, greater financial resources, a greater willingness to take on risk, and/or more personnel. As a result, the AEA Middle Market Private Equity Programs may experience difficulty identifying and consummating investments, and the terms upon which investments can be made may be less favorable than obtained by any prior AEA investment.

To the extent that the AEA Middle Market Private Equity Programs encounter significant

competition for investments, returns to the Limited Partners may decrease. In addition, it is possible that an AEA Middle Market Private Equity Program will never be fully invested if enough attractive investments are not identified and consummated. Regardless of the extent to which the commitments of investors are invested, the investors will be required to bear management fees during the applicable investment periods based on the entire amount of their capital commitments as well as other expenses as set forth in the applicable partnership agreement even if an AEA Middle Market Private Equity Program fails to make any investment.

Illiquidity; Lack of Current Distributions. The AEA Middle Market Private Equity Programs should be viewed as illiquid. It is uncertain as to when profits, if any, will be realized. Losses on unsuccessful investments may be realized before gains on successful investments. While it may be possible for a portfolio company to be sold at any time, it is generally expected that such a sale will not occur until a number of years after the initial investment in such portfolio company, and generally a profit on an investment in a portfolio company will not be realized until its sale. Before such time, there may be no current return on such investment, and the expenses of operating the AEA Middle Market Private Equity Program (including management fees) may exceed the AEA Middle Market Private Equity Programs income, thereby requiring that the difference be paid from the AEA Middle Market Private Equity Program's capital (including the aggregate unfunded commitments).

The AEA Middle Market Private Equity Programs' ability to dispose of investments may be limited for several reasons (some or all of which may be outside of AEA's control), including the absence of an established market for such investments, as well as contractual and other limitations on transfer or other restrictions that would interfere with subsequent sales of such investments or adversely affect the terms upon which a disposition could be made. Any possibility of a disposition in the public markets will depend upon favorable market conditions, including receptiveness to initial or secondary public offerings for the companies in which the AEA Middle Market Private Equity Programs invests and an active mergers and acquisitions (or recapitalizations and reorganizations) market, among other factors.

Broad Investment Guidelines. The AEA Middle Market Private Equity Programs may pursue additional investment strategies and may modify or depart from their initial investment strategies, investment processes, and investment techniques as each program determines. The AEA Middle Market Private Equity Programs may pursue investments outside of industries and sectors in which the principals of the AEA Middle Market Private Equity Programs have previously made investments.

Leveraged Investments. The AEA Middle Market Private Equity Programs may make use of leverage by incurring or causing portfolio companies to incur debt to finance a portion of its investment in a given portfolio company, including in respect of companies not rated by credit agencies. Leverage generally magnifies both the AEA Middle Market Private Equity Programs' opportunities for higher returns and their risk of loss from a particular investment, and the magnification of the risk of loss may be substantial. The cost and availability of leverage is highly dependent on the state of the broader credit markets (which may be impacted by regulatory restrictions and guidelines), which state is difficult to accurately forecast. As a result,

at times it may be difficult to obtain or maintain the desired degree of leverage. The availability of leverage also is subject to governmental and regulatory oversight, and certain governmental bodies may restrict or otherwise discourage lending that results in companies carrying large amounts of debt.

The use of leverage by a portfolio company may impose restrictive financial and operating covenants on a company, in addition to the burden of debt service, and may impair its ability to operate its business as desired and/or finance future operations and capital needs. Such leverage will increase a portfolio company's exposure to any deterioration in its industry, competitive pressures, adverse economic environment or rising interest rates. As a result, any decline in the value of a leveraged portfolio company may be accelerated and magnified in a market downturn. In the event any portfolio company cannot generate adequate cash flow to meet its debt service, the Fund may suffer a partial or total loss of capital invested in such portfolio company, which could adversely affect the Fund's returns. Additionally, in such a situation, lenders would typically have a claim that has priority over any claim by the Fund to the assets of such portfolio company in an insolvency event or proceeding. Should the credit markets be limited or costly at the time the Fund determines that it is desirable to sell all or a portion of a portfolio company, the Fund may not achieve an exit multiple or enterprise valuation consistent with its forecasts for such portfolio company. If a portfolio company is unable to obtain favorable financing terms for its investments, refinancing its indebtedness or maintain a desired or optimal level of financial leverage, the Fund may hold a larger than expected equity investment in such portfolio company and may realize lower than expected returns from such portfolio company, which would likely adversely affect the Fund's returns. Any failure by lenders to provide previously committed financing could also expose the Fund to potential claims by seller of prospective portfolio companies that the Fund may have contracted to purchase.

A Fund may also borrow money or guaranty indebtedness (such as a guaranty of a portfolio company's debt) or otherwise be liable therefor, and in such situations it is not expected that the Fund would be compensated for providing such guaranty or exposure to such liability. Although use of such borrowing facilities enhances the relevant Fund's general partner's ability to close transactions quickly, such activity also increases risk and raises the possibility that the general partner will need to call additional capital to pay off such debt. The use of leverage by a Fund may result in interest expense and other costs to such Fund that may exceed distributions made to such Fund or appreciation of its investments. A Fund may incur leverage on a joint and several basis with one or more other investment funds and entities managed by the Advisers or its affiliates, and in connection with incurring such indebtedness, the General Partner of such Fund may, in its sole discretion, cause such Fund to enter into one or more agreements to obtain a right of contribution, subrogation or reimbursement from or against such entities. However, it is possible that, if and when a Fund were to seek to enforce any such right, any such other fund could default on its obligation and/or such right may otherwise be unenforceable. In addition, to the extent a Fund incurs leverage or provides such guaranties, such amounts may be secured by capital commitments made by such Fund's investors and other fund assets. The inability of a Fund to repay any leverage secured by the capital commitments of the Fund could enable a lender to issue a capital call directly to the investors of such Fund.



Bridge Financing. The AEA Middle Market Private Equity Programs may lend to portfolio companies on a short-term, unsecured basis or may otherwise invest in a portfolio company on an interim basis with the expectation of a subsequent refinancing or syndication. For reasons not always in a Fund's control, any such refinancing or syndication may not occur, which would result in such bridge financing or interim investment remaining outstanding longer than anticipated. In such event, such Fund may have more risk associated with such investment, or a larger overall investment in such portfolio company than originally anticipated.

Litigation. The AEA Middle Market Private Equity Programs' business and investment activities expose them to the risk of third-party litigation. Accordingly, in the ordinary course of its business, a Fund may be subject to litigation from time to time. Under the Partnership Agreement of such Fund, the Fund generally will be responsible for indemnifying the general partner of a Fund and certain other persons and entities for costs they may incur with respect to such litigation not covered by insurance. The outcome of litigation proceedings may materially and adversely affect the value of the Fund, and such litigation may continue without resolution for extended periods of time. Additionally, litigation may consume substantial amounts of the general partner'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.

Restricted Nature of Investment Positions. Generally, there will be no readily available market for a substantial number of the AEA Middle Market Private Equity Programs' investments, and hence, most of the AEA Middle Market Private Equity Programs' investments will be difficult to value. Certain investments may be distributed in kind to the investors and it may be difficult to liquidate the securities received at a price or within a time period that is determined to be ideal by such investors. After a distribution of securities is made to investors, many investors may decide to liquidate such securities within a short period of time, which could have an adverse impact on the price of such securities. The price at which such securities may be sold by such investors may be lower than the value of such securities determined pursuant to the Fund's Partnership Agreement, including the value used to determine the amount of carried interest available to the Fund's general partner with respect to such investment.

Reliance on the Advisers and Portfolio Company Management. Investment programs within the AEA Middle Market Private Equity Programs may have a limited operating history and will be entirely dependent on the Advisers and their Principals. Control over the operation of the AEA Middle Market Private Equity Programs will be vested entirely with the Advisers and their Principals, and the AEA Middle Market Private Equity Programs' future profitability will depend largely upon the business and investment acumen of the Principals. The loss of service of one or more of the Principals could have an adverse effect on the AEA Middle Market Private Equity Programs' ability to realize its investment objectives. Investors generally have no right or power to take part in the management of the AEA Middle Market Private Equity Programs, and as a result, the investment performance of the AEA Middle Market Private Equity Programs will depend entirely on the actions of the Advisers and their Principals. Although the Advisers will monitor the performance of each AEA Middle Market Private Equity Program investment, it will primarily be the responsibility of each portfolio company's management team to operate the portfolio company on a day-to-day basis. Although the AEA Middle Market Private Equity Programs generally intend to invest in companies with, or with the ability to retain, strong

management, there can be no assurance that the management of these companies will continue to operate a company successfully or remain with the company following the AEA Middle Market Private Equity Program's investment.

Active Management. AEA Middle Market Private Equity Programs may, in certain circumstances, take majority positions, which may be alongside other investors, such as institutions, other pooled investment vehicles, and management, while providing equity financing at all stages of a company's lifecycle. Depending upon the amount of equity owned by a Fund, any relevant contractual arrangements between a portfolio company and a Fund, and other relevant factual circumstances, such majority position could result in an extension of the ninety-day bankruptcy preference period to one year with respect to payments made to it. In addition, because of its equity ownership, representation on the company's board of directors, and/or contractual rights, a Fund may often be thought to control, participate in the management of or influence the conduct of such portfolio company, its other security holders, its creditors or governmental agencies. Further, investments alongside other investors, including in the event that a Fund holds a majority position in such portfolio company, may involve certain additional risks not present in investments where a third party is not involved.

Risk in Effecting Operating Improvements. The success of each Fund's investment strategy is likely to depend, in part, on the ability of a Fund to effect improvements in the operations of certain portfolio companies. Identifying and implementing operations improvements at portfolio companies entails a high degree of uncertainty. In addition, executing operational improvements may divert the attention of key portfolio company personnel and disrupt normal business. There can be no assurance that a Fund will be able to successfully identify and implement such improvements.

Risk Relating to Due Diligence of and Conduct at Portfolio Companies. Before making an investment, AEA Middle Market Private Equity Programs will often conduct such due diligence as it deems reasonable and appropriate based on the facts and circumstances applicable to such 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 degree depending on the type of investment and the facts and circumstances related thereto, and AEA Middle Market Private Equity Programs may rely on the advice received from such third parties. Investment analyses and decisions may be limited, and AEA Middle Market Private Equity Programs will often be undertaken on an expedited basis in order for the Fund to compete for investment opportunities and/or consummate investments. In such cases, the information available to the AEA Middle Market Private Equity Programs at the time of an investment decision may be limited, and the AEA Middle Market Private Equity Programs may not have access to the detailed information necessary for a full evaluation of an investment opportunity. The due diligence investigation carried out with respect to any investment opportunity is unlikely to reveal or highlight all relevant facts that may be necessary or helpful in evaluating such investment opportunity. Moreover, such an investigation will not necessarily result in an investment being successful or even ensure a return on invested capital.

Projections. Projected operating results of a company in which the AEA Middle Market Private Equity Programs invest normally will be based primarily on financial projections prepared by each company's management, with adjustments to such projections made by the General Partner of the relevant Fund in its sole discretion. In all cases, projections are only estimates of future results that are based upon information received from a portfolio company and third parties and assumptions made at (in whole or in part) 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 a 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 differ significantly from projections.

Need for Follow-On Investments. Following its initial investment in a given portfolio company, the Adviser may determine, on behalf of the AEA Middle Market Private Equity Programs, to provide additional funds or otherwise increase its investment to these portfolio companies (whether for opportunistic reasons, to fund the needs of the portfolio company, as an equity cure under applicable debt documents or for other reasons). There is no assurance that the AEA Middle Market Private Equity Programs will make follow-on investments or that they will have sufficient funds to make all or any of these investments. Any determination by the AEA Middle Market Private Equity Programs not to make follow-on investments or their inability to make these investments may have a substantial negative effect on a portfolio company in need of such an investment or may result in a lost opportunity for the AEA Middle Market Private Equity Programs to increase their participation in a successful operation.

Non-U.S. Investments. The AEA Middle Market Private Equity Programs may (directly or through the Europe Fund, in the case of the 2006 Program) invest a significant portion of the aggregate commitments in portfolio companies that are organized or have substantial sales or operations outside of the United States, its territories, and possessions. Investments such as these may be subject to certain additional risk due to, among other things, unstable governments, potentially unsettled points of applicable governing law, the risks associated with fluctuating currency exchange rates, capital repatriation regulations (as these regulations may be given effect during the terms' of the AEA Middle Market Private Equity Programs), the application of complex U.S. and foreign tax rules to cross-border investments, possible imposition of foreign taxes on the AEA Middle Market Private Equity Programs and/or the investors with respect to the AEA Middle Market Private Equity Programs' income, and possible foreign tax return filing requirements for the AEA Middle Market Private Equity Programs and/or the investors.

Public Company Holdings. The AEA Middle Market Private Equity Programs' investment portfolios may contain securities issued by publicly held companies. These investments may subject the AEA Middle Market Private Equity Programs to risks that differ in type or degree from those involved with investments in privately held companies. These risks include, without limitation, greater volatility in the valuation of these companies, increased obligations to disclose information regarding these companies, limitations on the ability of the AEA Middle Market Private Equity Programs to dispose of these securities at certain times, increased likelihood of shareholder litigation against the companies' board members, including AEA personnel, and increased costs associated with each of the aforementioned risks.

Director Liability. The AEA Middle Market Private Equity Programs expect to acquire control of many of the companies in which they invest and generally obtain the right to appoint a representative to the board of directors of the companies in which they invest. Serving on the board of directors of a portfolio company or otherwise controlling it exposes the AEA Middle Market Private Equity Programs' representatives, and ultimately the AEA Middle Market Private Equity Programs, to potential liability. Not all portfolio companies may obtain insurance with respect to this liability, and the insurance that portfolio companies do obtain may be insufficient to adequately protect officers and directors from this liability.

Minority Investments. Although the AEA Middle Market Private Equity Programs intend to invest primarily in entities that they control, they may invest in entities in which they are required to share control with others or in which they have only minority representation on the board of directors (or similar governing body) and/or limited rights to control the entity's business. The AEA Middle Market Private Equity Programs' investments in entities they do not control could materially affect their ability to influence the business and cause their exit from an investment.

Certain Consultants. The Advisers or their affiliates, a Fund or its General Partner, and the portfolio companies may from time to time retain other companies and individuals ("Special Consultants") which may be affiliates of the General Partner, employees, partners, members, shareholders, officers, directors and managers of such affiliates, portfolio companies of other funds, third party consultants (including individual consultants and external executives), "operating advisors," "strategic partners," "executive partners" or "senior advisors." These Special Consultants may be engaged to provide services to, or in connection with, a Fund or its portfolio companies 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, operational aspects of such companies and/or serving on the boards of directors of portfolio companies ("Services"). A Special Consultant may provide services to a Fund and one or more other Fund.

Certain fees and expenses associated with the Services (collectively "Consulting Fees and Expenses"), may be paid and/or reimbursed by applicable portfolio companies and/or the Fund (either directly or through the Advisers or their affiliates) and will not be offset or otherwise reduce management fees. Consulting Fees and Expenses may, at the sole discretion of the applicable general partner taking into account the particular Services, include cash fees, a per diem or project-based retainer or fee, monthly fee, 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 Fund) or other incentive-based compensation to the Special Consultant, the amount of which may be determined according to one or more methods, 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 such portfolio company, a percentage of the amount of Fund capital invested in and/or committed to such portfolio company, amounts charged by other providers for comparable services and/or a percentage of cash flows from such portfolio company. Additionally, Special Consultants may be provided opportunities to co-invest in one or more

portfolio companies. Special Consultants may have a limited partner or profit interest in the Fund, the General Partner, other funds or an affiliate of the General Partner. Although the General Partner intends to retain Special Consultants in an attempt to reduce costs to portfolio companies (and, ultimately, the Fund) and/or improve portfolio company performance, due to a number of factors any such retention may result in limited or no cost savings or an increase in costs, in which case portfolio company performance may only be marginally improved or may be negatively affected. In addition, there can be no assurance that no other service provider is more qualified to provide the applicable services or could provide such services at lesser cost.

In addition, portfolio companies of a Fund may pay Special Consultants to perform Services that, directly or indirectly, benefit AEA, its affiliates, Other Funds and/or portfolio companies of other funds. Consequently, AEA, its affiliates and/or portfolio companies of Other Funds may receive Services without being charged or at below-market rates. Conversely, portfolio companies of a Fund may benefit from Services that are paid for by AEA, its affiliates and/or portfolio companies of other funds. Likewise, certain Other Funds may pay Special Consultants to perform services that, directly or indirectly, benefit AEA, its affiliates, the Fund and/or portfolio companies of the Fund.

Co-Investments. The Advisers and their affiliates may, in their 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 applicable 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 applicable general partner in its sole discretion, may be for a variety of reasons and not solely with respect to the interests of the applicable Fund or any individual investor. In exercising its sole discretion in connection with such co-investment opportunities, the applicable 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 Advisers or its affiliates. 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 such Fund, or may be in a position to take action contrary to the investment objectives of the Fund. In addition, a Fund may in certain circumstances be liable for actions of its third-party co-venturer or partner. In general, co-investors described in this paragraph do not pay or share fees and expenses related to transactions that the Fund does not close or in which such co-investor does not invest and they are borne by the applicable AEA Middle Market Private Equity Program (to the extent set forth in the operative documents of each program). For unconsummated deals that would have been allocated among more than one AEA Middle Market Private Equity Program or other AEA private equity fund, the fees and expenses of the unconsummated deal are allocated among the AEA private equity funds that would have participated in the deal in a manner that the General Partner determines to be fair and equitable.

Valuation of Assets. There is not expected to be an actively traded market for most of the securities owned by a Fund. When estimating fair value, the general partner will apply a

methodology it determines to be appropriate based on accounting guidelines and the applicable nature, facts and circumstances of the respective investments. The process of valuing securities for which reliable market quotations are not available is based on inherent uncertainties and the resulting values may differ from values that would have been determined had an active market existed for such securities and may differ from the prices at which such securities ultimately may be sold. The exercise of discretion in valuation by the general partner may give rise to conflicts of interest, including in connection with determining the amount and timing of distributions of carried interest and the calculation of management fees.

Cybersecurity Risks. The information technology systems of the Adviser, AEA Middle Market Private Equity Programs or their respective portfolio companies and/or their respective service providers 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. If such a system is compromised, becomes inoperable for an extended period of time or ceases to function properly, AEA Middle Market Private Equity Programs or their respective portfolio companies may be required to spend time and/or incur expenses seeking to fix or replace such system or otherwise remedy the effects of such issues. The failure of such a system and/or disaster recovery plan may cause significant interruptions in the Adviser, AEA Middle Market Private Programs or their respective portfolio company's operations and may result in a failure to maintain the security, confidentiality or privacy of sensitive data.

Material Non-public Information. By reason of their responsibilities in connection with other activities of the Adviser, certain employees of the AEA Middle Market Private Equity Programs may acquire confidential or material non-public information or be restricted from initiating transactions in certain securities. AEA Middle Market Private Equity Programs will not be free to act upon any such information. Due to these restrictions, AEA Middle Market Private Equity Programs may not be able to initiate a transaction that it otherwise might have initiated and may not be able to sell an investment that otherwise might have sold.

### **AEA Small Business Private Equity Programs**

The risk factors and conflicts listed above applicable to the AEA Middle Market Private Equity Programs also apply to the Adviser's investments in small businesses through the AEA Small Business Private Equity Programs. In addition, the AEA Small Business Private Equity Programs are subject to certain additional risks, including the following regarding SBF I:

The Adviser operates SBF I as a small business investment company ("SBIC"). The Small Business Administration (the "SBA") rules and regulations are lengthy and complex. SBF I will provide a copy of the rules and regulations to any current or prospective investor upon request. Additional information about SBICs may also be found on the SBA's website at: <http://www.sba.gov/INV/>.

Use of Financial Leverage. SBF I has received a "Participating Securities Leverage" commitment from the SBA in the amount of \$98.6 million under the "Participating Securities" program. Under this program, the SBA provides capital to SBICs by purchasing a form of senior

equity security called a “Participating Security.” The program was intended to encourage SBICs to make equity investments in earlier stage companies. SBA regulations govern when and how the Participating Securities Leverage may be drawn. SBF I’s use of Participating Securities Leverage increases both the potential for loss of an investor’s investment in SBF I, as well as the potential for gain. SBF I will be required to make payments on SBA leverage, which, in general, have a priority over payments to other investors. The ability of investors to realize a gain on their investment is, to a significant degree, a function of the ability of SBF I to meet priority payment obligations on drawn Participating Securities Leverage and to pay the remaining principal at the end of the ten-year life of each instrument. If SBF I cannot generate a sufficient return to meet priority payment obligations to the SBA, investor returns will be less than in an unleveraged Fund. If these priorities cannot be fully satisfied, investors may face a partial or complete loss of their investments.

In addition, if at the end of SBF I’s term, amounts to which the SBA is entitled have not been paid in full, the SBA will generally be able to require SBF I to call any remaining unfunded commitment of the investors for purposes of making these payments to the SBA.

Effect of Leverage on Adviser’s Investment Decisions. The greater volatility, due to the use of Participating Securities Leverage, of gain or loss realized by private investors on SBF I’s investments could have the impact of magnifying the incentive of the Adviser to pursue riskier investments with greater potential for gain than might otherwise be the case.

Regulatory Authority of the SBA. The SBA has significant ability to supervise many critical aspects of the affairs of SBF I. SBA regulations impose greater restrictions on the portfolio of an SBIC than would generally be the case for an unregulated private equity fund. Certain activities and decisions require SBA approval, and there are uncertain timeframes for these approvals. For example:

- SBA regulations impose various restrictions on the size and nature of a portfolio company in which SBF I may invest, including the size of any business that may be placed in an SBIC’s portfolio, requirements to diversify investments, and restrictions on certain investment terms.
- The SBA may also restrict distributions if it does not agree with an SBIC’s valuation of assets.
- The SBA may elect to restrict the activities of an SBIC that it deems to be in “capital impairment,” as defined in the SBA Regulations.
- The SBA may also impose regulatory sanctions for a variety of regulatory violations, including non-substantive violations.
- There may also be penalties on investors for participating in an unapproved change in control of these interests.

- In the event of a transfer of the interest in SBF I by an investor, the SBA takes the position that the transferor is not released from its unfunded commitment without prior SBA approval of such transfer and release.

Other. Small Business Funds formed after SBF I are not (and will not be) registered as an SBIC, have not received (and will not receive) any funding from the SBA and are not members of that program. Accordingly, they are not (and will not be) required to operate in accordance with the SBA rules discussed above.

## **AEA Debt Programs**

No Assurance of Investment Return. The Advisers cannot provide assurance that they will be able to choose, make, and realize portfolio investments in any particular company or portfolio of companies. There can be no assurance that the AEA Debt Programs will be able to generate returns for their investors or that the returns will be commensurate with the risks of investing in the types of companies and transactions described herein. There can be no assurance that any investor will receive any distribution from the AEA Debt Programs. Accordingly, an investment in the AEA Debt Programs should only be considered by persons who can afford a loss of their entire investment. Past activities of investment entities associated with Advisers provide no assurance of future success.

Investments in Middle Market Companies. The AEA Debt Programs intend to invest in middle market companies. Portfolio investments in these companies may involve greater risks than generally are associated with investments in larger companies. Middle market companies tend to have lower capitalization and/or fewer resources and, therefore, often are more vulnerable to financial failure. These companies also may have shorter operating histories on which to judge future performance.

Operating and Financial Risks of Portfolio Companies. One of the fundamental risks associated with the AEA Debt Programs' investments is credit risk, which is the risk that an issuer will be unable to make principal and interest payments on its outstanding debt obligations when due. The AEA Debt Programs' return to investors would be adversely impacted if an issuer of debt securities in which the AEA Debt Programs invest becomes unable to make these payments when due. Companies in which the AEA Debt Programs invest could deteriorate as a result of, among other factors, adverse developments in their businesses, changes in the competitive environment, or an economic downturn. As a result, companies which the AEA Debt Programs expected to be stable may operate, or expect to operate, at a loss or have significant variations in operating results, may require substantial additional capital to support their operations or to maintain their competitive position, or may otherwise have a weak financial condition or be experiencing financial distress.

Illiquid and Long-Term Investments. The AEA Debt Programs intend to invest their assets in long-term investments, which are likely to be illiquid. Illiquidity may result from the absence of an established market for investments as well as legal or contractual restrictions on their resale. Investors should expect that they will not receive a return of capital for several years even if the AEA Debt Programs' investments prove successful. In addition, there can be no



assurance that the distributions, if any, from the AEA Debt Programs to its investors will be sufficient to cover any investor's tax obligations arising from taxable income of the AEA Debt Programs. Moreover, current income on securities acquired by certain of the AEA Debt Programs may be in the form of payable-in-kind ("PIK") interest, thereby delaying the receipt of cash proceeds from said investment.

Investments Longer Than Term. The AEA Debt Programs may make investments which may not be advantageously disposed of prior to the date the AEA Debt Programs will be dissolved, either by expiration of the AEA Debt Programs' term or otherwise. Although the Advisers expect that investments will either be disposed of prior to termination or be suitable for in-kind distribution at dissolution and the Advisers have a limited ability to extend the term of the AEA Debt Programs, the AEA Debt Programs may have to sell, distribute or otherwise dispose of investments at a disadvantageous time as a result of dissolution.

Follow-On Investments. The AEA Debt Programs may be called upon to provide additional funding for their portfolio companies or have the opportunity to increase their investments in these portfolio companies. There can be no assurance that the AEA Debt Programs will wish to make follow-on investments or that they will have sufficient funds to do so. Any decision by the AEA Debt Programs not to make follow-on investments or their inability to make them may have a substantial negative impact on a portfolio company in need of such an investment and may diminish the AEA Debt Programs' investment therein.

Investments in Publicly Traded Securities. The AEA Debt Programs may at any time invest a portion of capital commitments in securities that are publicly traded and are therefore subject to the risks inherent in investing in public securities. When investing in public securities, the AEA Debt Programs may be unable to obtain financial covenants or other contractual rights, including management rights, that they might otherwise be able to obtain in making privately negotiated investments. Moreover, the AEA Debt Programs may not have the same access to information in connection with investments in public securities, either when investigating a potential investment or after making an investment, as compared to privately negotiated investments. Furthermore, the AEA Debt Programs may be limited in their ability to make investments, and to sell existing investments, in public securities because Advisers may be deemed to have material, nonpublic information regarding the issuers of those securities or as a result of other internal policies. The inability to sell public securities in these circumstances could materially adversely affect the investment results of the AEA Debt Programs.

Non-U.S. Investments. A portion of the capital commitments may at any time be invested in portfolio companies organized and operating principally outside of North America. These investments will involve risks not typically associated with investments in the securities of U.S. companies. For instance, investments in non-U.S. businesses (i) may require significant government approvals under corporate, securities, exchange control, non-U.S. investment, and other similar laws and regulations, (ii) may require financing and structuring alternatives and exit strategies that differ substantially from those commonly used in the United States, (iii) will expose the AEA Debt Programs to potential losses arising from changes in foreign currency exchange rates and (iv) may subject the AEA Debt Programs and/or the investors to additional or unforeseen taxation in the jurisdictions of the AEA Debt Programs' investments. The

foregoing factors may increase transaction costs and adversely impact the value of the AEA Debt Programs' investments in non-U.S. portfolio companies.

Competitive Nature of the AEA Debt Programs' Businesses. The businesses of the AEA Debt Programs are highly competitive and the Advisers will be competing for investment opportunities with other groups, including other mezzanine funds, middle market funds, financial institutions, CLOs, senior debt funds, private equity funds, direct investment firms, and merchant banks, and the Advisers may be unable to identify a sufficient number of attractive investment opportunities for the AEA Debt Programs to meet their investment objectives. Other investors may make competing offers for investment opportunities that are identified, and even after an agreement in principle has been reached with the board of directors or owners of an investment target, consummating the transaction is subject to a multitude of uncertainties, only some of which are foreseeable or within the control of the Advisers. The need to compete for investment opportunities may make it necessary for the AEA Debt Programs to offer borrowers, or companies in which they make portfolio investments, more attractive terms than otherwise might be the case.

Future and Past Performance. The performance of the Advisers or their affiliate's prior investments is not necessarily indicative of the AEA Debt Programs' future results. While the Adviser intends for the AEA Debt Programs to make portfolio investments that have estimated returns commensurate with the risks undertaken, there can be no assurances that the targeted internal rate of return will be achieved. On any given investment, loss of principle is possible.

AEA Debt Program Leverage. Certain of the AEA Debt Programs expect to incur indebtedness for borrowed money and may pledge portfolio investments and unfunded capital commitments as collateral against such indebtedness. Such indebtedness may be incurred on a portfolio-wide basis or against specific portfolio investments. The extent to which the AEA Debt Programs use leverage may have important consequences to the investors, including, but not limited to, the following: (i) greater fluctuations in the net assets of the AEA Debt Programs, (ii) use of cash flow for debt service, rather than for additional investments, distributions, or other purposes, (iii) to the extent that AEA Debt Programs revenues are required to meet principal payments, the investors may be allocated income (and therefore tax liability) in excess of cash available by distribution and (iv) in certain circumstances the AEA Debt Programs may be required to prematurely harvest investments to service its debt obligations. There can also be no assurance that the AEA Debt Programs will have sufficient cash flow to meet its debt service obligations. As a result, the AEA Debt Programs' exposure to losses may be increased due to the illiquidity of their investments generally. Additionally, the Fund may choose to make all investments during the early life of the Fund entirely on a leveraged basis, prior to the Fund requesting or receiving any capital contributions from the Partners. Unfavorable performance of or a small number of such investments may result in amplified losses for the Fund and limit the Fund's ability to invest in the future.

The Fund's assets, including any investments made by the Fund, the Capital Commitments of the Partners, and any capital held by the Fund, are available to satisfy all liabilities and other obligations of the Fund. If the Fund defaults on secured indebtedness, the lender may foreclose and the Fund could lose its entire investment in the security for such loan. Parties seeking to have the liability satisfied may have recourse to the Fund's assets generally and not be limited to

any particular asset and may require the Partners to contribute their Capital Commitments in order to satisfy such liabilities.

Conversely, the ability of the Fund to attain its investment objectives depends in part on its ability to borrow money on favorable terms. To the extent the Fund does not employ leverage with respect to the Fund's portfolio, the Fund's investment returns may be lower than those that could have been achieved using leverage and there are risks that the Fund will not be able to maintain the leverage facility on favorable terms, or at all.

It is possible that the Fund may decide to repay any leverage with funds drawn from the commitments of the limited partners of the Fund or to make future portfolio investments with little or no corresponding leverage. If the Fund decides to pay down its leverage or to make its investment with little or no leverage, the returns of the limited partners of the Fund may be adversely affected.

Risks Arising from Purchase of Debt on a Secondary Basis. AEA Debt Programs may invest in loans and debt securities acquired on a secondary basis. AEA Debt Programs are unlikely to be able to negotiate the terms of such debt as part of its acquisition and, as a result, these investments may not include some of the covenants and protections the AEA Debt Programs generally seek. Even if such covenants and protections are included in the investments held by the AEA Debt Program, the terms of the investments may provide portfolio companies substantial flexibility in determining compliance with such covenants. In addition, the terms on which debt is traded on the secondary market may represent a combination of the general state of the market for such investments and either favorable or unfavorable assessments of particular investments by the sellers thereof.

Loan Origination. In originating loans, AEA Debt Programs will compete with a broad spectrum of lenders some of which may be willing to provide capital on better terms (from a borrower's standpoint) than the AEA Debt Programs. Some lenders may have greater financial resources than the AEA Debt Programs. The increased competition for, or a diminution in the available supply of, qualifying loans may result in lower yields on such loans, which could reduce returns to the AEA Debt Programs. The Level of analytical sophistication, both financial and legal, necessary for successful financing to companies, particularly companies experiencing significant business and financial difficulties is high. There can be no assurance that the AEA Debt Programs will correctly evaluate the value of the assets collateralizing these loans or the prospects for successful repayment or a successful reorganization or similar action.

Loan origination involves a number of particular risks that may not exist in the case of secondary debt purchases. The AEA Debt Programs may have to rely more on its own resources to conduct due diligence of the borrower. As a result, the diligence is likely to be more limited than the diligence conducted for a broadly syndicated transaction involving an underwriter. Loan origination may also involve additional regulatory risks given licensing requirements for certain types of lending in some jurisdictions. The AEA Debt Programs will attempt to ensure that their investments are compliant with such regulations by reviewing and taking advice on loan origination regulations in each relevant country. However, the scope of these regulatory requirements (and certain permitted exemptions) may vary from jurisdiction to jurisdiction and may change from time to time.

Risks Relating to Due Diligence of and Conduct at Portfolio Companies. When conducting due diligence and making an assessment regarding an investment, the AEA Debt Programs will rely on the resources available to them, including information provided by the target of the investment and, in some circumstances, third-party investigations. The due diligence investigation that the AEA Debt Programs carry out with respect to any investment opportunity may not reveal or highlight all relevant facts that may be necessary or helpful in evaluating such investment being successful. There can be no assurance that attempts to provide downside protection with respect to investments will achieve their desired effect and potential investors should regard an investment in any of the AEA Debt Programs as being speculative and having a high degree of risk.

Projections and Third-Party Reports. The capital structure of an AEA Debt Program investment and the terms and targeting returns of such investment are established generally on the basis of financial, macroeconomic and other applicable projections. Projected operating results normally will be based primarily on investment executive judgements or third-party advice and reports. In all cases, projections are only estimates of future results that are based upon assumptions made at the time that the projections are developed. There can be no assurance that the projected results will be achieved, and actual results may vary significantly from the projections. General economic, natural and other conditions, which are not predictable, can have an adverse impact on the reliability of such projections.

Borrower Fraud; Breach of Covenant. AEA Debt Programs will seek to obtain structural, covenant and other contractual protections with respect to the terms of its investments as determined appropriate under the circumstances. There can be no assurance that such attempts to provide downside protection with respect to its investments will achieve their desired effect and potential investors should regard an investment in AEA Debt Programs as being speculative and having a high degree of risks. Of paramount concern in originating or acquiring the financing contemplated by the AEA Debt Programs is the possibility of material misrepresentation or omission on the part of the borrower or other credit support providers or breach of covenant by such parties. Such inaccuracy or incompleteness or breach of covenants may adversely affect the valuation of the collateral underlying the loans or the ability of the AEA Debt Programs to perfect or effectuate a lien on the collateral securing the loan or otherwise realize on the investment. The AEA Debt Programs will rely upon the accuracy and completeness of representations made by borrowers, to the extent reasonable, but cannot guarantee such accuracy or completeness.

Obligation of Good Faith to the Borrower. Generally, lender liability is founded upon the premise that an institutional lender has violated a duty (whether implied or contractual) or good faith and fair dealing owed to the borrower or has assumed a degree of control over the borrower resulting in the creation of a fiduciary duty owed to the borrower or its other creditors. AEA Debt Programs may be subject to potential allegations of lender liability. In addition, courts have in some cases applied the doctrine of equitable subordinations to subordinate the claim of a lending institution against a borrower to claims of other creditors or the borrower when the lending institution is found to have engaged in unfair, inequitable or fraudulent conduct.

Reliance on Management of Portfolio Companies. While the Advisers intend to invest in companies with proven operating management in place, there can be no assurance that this management will continue to operate successfully. Although the Advisers will monitor the performance of each investment, the AEA Debt Programs will rely upon management to operate the portfolio companies on a day-to-day basis. In addition, certain of the AEA Debt Programs' investments may be in businesses with limited operating histories. Although the AEA Debt Programs generally intend to invest in companies, with, or with the ability to retain, strong management, there can be no assurance that the management of these companies will continue to operate a company successfully or remain with the company following the AEA Debt Programs' investment.

Bankruptcy of Portfolio Companies. The AEA Debt Programs may make investments in portfolio companies that may experience financial difficulties and become insolvent or file for bankruptcy protection. Various U.S. federal and state laws in connection with these bankruptcy proceedings could operate to the detriment of the AEA Debt Programs. There is also a risk that a court may subordinate the AEA Debt Programs' investment to other creditors or require the AEA Debt Programs to return amounts previously paid to them by a portfolio company that become insolvent or files for bankruptcy, a risk that could increase if the AEA Debt Programs have management rights or hold equity securities in these portfolio company.

Financial Market and Interest Rate Fluctuations. General fluctuations in the market prices of securities and interest rates may affect the AEA Debt Programs' investment opportunities and the value of the AEA Debt Programs' investments. The market value of debt instruments generally fluctuate with, among other things, the financial condition of the issuer. Prepayments of floating rate debt instruments are likely to be made during any period of declining interest rate spreads or by issuers whose credit standing improves significantly. Likewise, prepayments of fixed rate debt instruments are likely to be made in any period of declining interest rates, although premiums may be payable. Any such prepayments would force the AEA Debt Programs to replace the prepaid debt instruments with potentially lower-yielding investments. Instability in the securities market generally may also increase the risks inherent in the AEA Debt Programs' investments.

Investments in Highly Leveraged Companies. The AEA Debt Programs' investments are expected to include investments in companies whose capital structures may have significant leverage, a considerable portion of which may be at floating interest rates. The leveraged capital structure of these companies will increase their exposure to adverse economic factors such as rising interest rates, downturns in the economy or further deteriorations in the financial condition of the company or its industry. This leverage may result in more serious adverse consequences to these companies (including their overall profitability or solvency) in the event these factors or events occur than would be the case for less leveraged companies. For example, rising interest rates may significantly increase the portfolio company's interest expense, or a significant industry downturn may affect a company's ability to generate positive cash flow, in either case causing an inability to service outstanding debt. Certain of the AEA Debt Programs' investments may be among the most junior financings in a company's capital structure. In the event such company cannot generate adequate cash flow to meet debt obligations, the company may default on its loan agreements or be forced into bankruptcy resulting in a restructuring or

liquidation of the company, and subordinated and/or unsecured position may suffer a partial or total loss of capital invested in the company, which could adversely affect returns.

General Risks Associated with Debt Securities. Debt securities are subject to creditor risks, including: (i) the possible invalidation of an investment transaction as a “fraudulent conveyance” under relevant creditors’ rights laws, (ii) so-called lender liability claims by the issuer of the obligations and (iii) environmental liabilities that may arise with respect to collateral securing the obligations. Additionally, adverse credit events with respect to any portfolio company, such as missed or delayed payment of interest and/or principal, bankruptcy, receivership, or distressed exchange, can significantly diminish the value of the Fund’s investment in any such company. The Fund’s investments may be subject to early redemption features, refinancing options, pre-payment options or similar provisions which, in each case, could result in the issuer repaying the principal on an obligation held by the Fund earlier than expected. In addition, depending on fluctuations of the equity markets, warrants and other equity securities may become worthless. Accordingly, there can be no assurance that the Fund’s rate of return objectives will be realized.

Investments in Less Established Companies. The Fund has not established any minimum size for the companies in which it may invest and could make investments in smaller, less established companies. Investments in such companies may involve greater risks than those associated with investments in more established companies. For example, such companies may have shorter operating histories on which to judge future performance and, if operating, may have negative cash flow. In the case of start-up enterprises, such companies may not have significant or any operating revenues. Less established companies tend to have lower capitalizations and fewer resources (including cash) and, therefore, often are more vulnerable to funding shortfalls and financial failure.

Operational Risks. The AEA Debt Programs depend on their respective managers to develop the appropriate systems and procedures to control operational risk. Operational risks arising from mistakes made in the confirmation or settlement of transactions, from transactions not being properly booked, evaluated or accounted for or other similar disruption in an AEA Debt Program’s operations may cause AEA Debt Programs to suffer financial losses, the disruption of its business, liability to third parties, regulatory intervention or damage to its reputation. Generally, the AEA Debt Program’s General Partner or the Manager will be liable to the AEA Debt Programs for losses incurred due to the occurrence of any such errors.

Institutional Risk; Prime Brokers and Custodians. Institutions, such as brokerage firms or banks (including custodians and secured lenders), may hold certain assets of AEA Debt Programs in their own name and in non-segregated accounts. Insolvency or fraud at one of these institutions or other entities could impair the operational capabilities or capital position of AEA Debt Programs or result in its inability to perform its obligations. Certain brokers will have general custody of the assets of AEA Debt Programs, and the failure of a broker may result in adverse consequences to the assets held and may in turn have an adverse effect on the value of the interests.

Diversification. While the General Partner expects to maintain a diverse portfolio, there is no guarantee that this expected diversification can be obtained within a reasonable timeframe.

Until such diversification is achieved, the Fund's portfolio may be subject to more rapid changes in value and may be adversely affected by the unfavorable performance of one or a small number of investments. To the extent the Fund concentrates investments in a particular issuer, security or geographic region, its investments will become more susceptible to fluctuations in value resulting from adverse economic or business conditions with respect thereto. As a consequence, the aggregate return of the Fund may be adversely affected by the unfavorable performance of one or a small number of investments. Moreover, since all of the Fund's investments cannot reasonably be expected to perform well or even return capital, for the Fund to achieve above-average returns one or a few of its investments may need to perform very well. There are no assurances that this will be the case.

Spread Widening Risks. For reasons not necessarily attributable to any of the risks set forth herein (for example, supply/demand imbalances or other market forces), the prices of the debt instruments and other securities in which the Fund invests may decline substantially. In particular, purchasing debt instruments or other assets at what may appear to be "undervalued" or "discounted" levels is no guarantee that these assets will not be trading at even lower levels at a time of valuation or at the time of sale. It may not be possible to predict such "spread widening" risk. Additionally, the perceived discount in pricing from previous environments described herein may still not reflect the true value of the assets underlying debt instruments in which the Fund invests.

Cybersecurity Risks. The information technology systems of the Adviser, AEA Debt Programs respective portfolio companies and/or their respective service providers 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. If such a system is compromised, becomes inoperable for an extended period of time or ceases to function properly, AEA Middle Market Private Equity Programs or their respective portfolio companies may be required to spend time and/or incur expenses seeking to fix or replace such system or otherwise remedy the effects of such issues. The failure of such a system and/or disaster recovery plan may cause significant interruptions in the Adviser, AEA Middle Market Private Programs or their respective portfolio company's operations and may result in a failure to maintain the security, confidentiality or privacy of sensitive data.

Material Non-public Information. By reason of their responsibilities in connection with other activities of the Adviser, certain employees of the AEA Debt Programs may acquire confidential or material non-public information or be restricted from initiating transactions in certain securities. AEA Debt Programs will not be free to act upon any such information. Due to these restrictions, AEA Debt Programs may not be able to initiate a transaction that it otherwise might have initiated and may not be able to sell an investment that otherwise might have sold.

Zero Coupon and PIK Bonds. Because investors in zero coupon or PIK bonds receive no cash prior to the maturity or cash payment date applicable thereto, an investment in such securities generally has a greater potential for complete loss of principal and/or return than an investment in debt instruments that make periodic interest payments. Such investments are more vulnerable to the creditworthiness of the issuer and any other parties upon which performance relies.

Recharacterization. AEA Debt Programs may seek to place their representatives on the boards of certain companies in which the AEA Debt Programs have invested. The AEA Debt Programs may also invest in companies in which the Adviser will have representatives on the boards of such companies. While such representation may enable AEA Debt Programs to enhance the sale value of its debt investments in a company, such involvement (and/or an equity stake by AEA Debt Programs or any of the Adviser's affiliates in such company) may also prevent AEA Debt Programs from freely disposing of its debt investments and may subject the AEA Debt Programs to additional liability or result in recharacterization of an AEA Debt Program's debt investments as equity.

### **Private Equity Programs – Potential Conflicts of Interest**

During the relevant investment periods, the Private Equity Program principals ("Principals") will pursue all appropriate investment opportunities they consider to be suitable for the Clients exclusively through the Clients comprising the Private Equity Programs and other investment vehicles comprising, or associated with, the Private Equity Programs, subject to certain limited exceptions. However, the Advisers currently manage multiple Clients investing in private equity and may direct certain relevant investment opportunities to different Clients. The Principals and the investment staff of the Advisers or their affiliates will continue to manage and monitor these investment funds and investments. The significant investment of the Principals in the AEA Middle Market Private Equity Programs and the AEA Small Business Private Equity Programs, as applicable, as well as the Principals' interest in the carried interest, operate to align, to some extent, the interest of the Principals with the interest of the investors, although the Principals have economic interests in such other investment funds and investments as well and receive management fees and carried interests relating to these interests. Additionally, to the extent that the Principals or other personnel of the Advisers are assigned varying percentages of carried interest from the Funds, 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. The Advisers seek to address the potential for conflicts of interest in these matters with allocation practices that provide that transactions and investment opportunities will be allocated to the Funds in accordance with each Funds' investment guidelines and Partnership Agreement, as well as other factors that do not include the amount of performance-based compensation received by the Principals or other personnel of the Advisers. Other Clients of the Advisers may compete with a particular Client comprising part of the Private Equity Programs or companies acquired thereby. Following the investment period, the Principals may and likely will devote attention to opportunities and areas unrelated to a particular Client's investments.

In addition, the Advisers manage the AEA Debt Programs, which focus on providing debt to a variety of borrowers, including businesses in which the Private Equity Programs may have invested or may seek to invest. In these cases, conflicts may arise between the interest of the Private Equity Programs (as primarily equity investors) and those of the AEA Debt Programs in question or any successor Adviser-managed fund (as primarily a creditor) in structuring, negotiating and pricing the investment. Since the Private Equity Programs and such an AEA Debt Program will have different positions in the portfolio company's capital structure, there can be conflicts, especially if the borrower suffers financial difficulties (including conflicts over proposed waivers and amendments to debt instruments, whether or not to seek to reorganize the



capital of the borrower, and the nature of restrictions to be imposed on the borrower). There can also be conflicts as the Private Equity Programs may desire optimal flexibility to grow the portfolio company, while the private debt funds may want to place tighter restrictions on the type and the amounts of permitted investments and acquisitions. The Advisers will resolve these and other conflicts in what they believe to be a fair and equitable manner.

The Advisers may arrange for a transaction in which one Client buys a security from or sells a security to another Client (a “Cross-transaction”) when the Adviser deems the transaction to be in the best interest of each participating Client. In doing so, the Adviser may use an unaffiliated broker-dealer or custodian to execute such cross-transaction and may pay such broker-dealer or custodian to do so, or (ii) execute a cross-transaction directly without the use of a broker-dealer or custodian, in which case the Adviser will not receive compensation to effect such transaction. Any such compensation or other transaction costs associated with a cross-transaction are expected to be divided among the participants based upon the expenses related to each such party unless the Adviser determines in its sole discretion that different allocation would be more fair and equitable. When effecting cross-transactions, the Adviser may have conflicting responsibilities with respect to each participating Client. In certain circumstances, a cross-transaction may be considered to be a “principal transaction” (i.e., where an Adviser acts as principal for its own account and an Adviser knowingly transacts with one of its affiliated funds) under the Advisers Act. To the extent that a cross-transaction may be viewed as a principal transaction, the Advisers will conduct such transaction in accordance with the provisions of Section 206(3) of the Advisers Act. In addition, any cross-transaction may be subject to any advisory board consultation or approval as set forth under the governing documents of the applicable Fund.

The general policy that the Advisers expect to follow with respect to the allocation of investment opportunities for its Private Equity Program is that North American transactions involving an equity investment to be made by a Fund of the Private Equity Program of less than \$125 million suitable for the AEA Small Business Private Equity Programs, and in which the AEA Small Business Private Equity Programs are able to invest, will be first presented to the AEA Small Business Private Equity Programs. The AEA Middle Market Private Equity Programs will not invest in these sized transactions except in special circumstances approved by an advisory board to be established by the applicable Adviser (the “Advisory Board”). Transactions involving an equity investment to be made by affiliates of AEA Investors LP of \$125 million or more and investments headquartered or organization outside of the U.S. and Canada generally first will be presented to the AEA Middle Market Private Equity Programs, or (to the extent permitted by the operative agreements) other Funds managed by the Advisers. A Client may acquire an investment with the intent to sell a portion of such investment to a co-investment vehicle or a third-party co-venturer or partner. In such instances, there is no assurance that the Client will be able to guarantee that a co-investment vehicle or a third-party co-venturer or partner will participate in the transaction, in which case the Client may hold a larger portion of such investment than desired or that the Client’s General Partner originally anticipated.

Decisions regarding whether and to whom to offer co-investment opportunities may be made by the Advisers or their related persons in consultation with other participants in the relevant transactions, such as a co-sponsor. Co-investment opportunities may, and typically will, be offered to some and not to other investors. The Advisers’ allocation of co-investment

opportunities generally will not result in allocations that are proportional to the amounts committed, if any, by the relevant potential co-investors to any of the Advisers' other Funds or any other co-investment vehicle, and such allocations may be more or less advantageous to some persons or entities than to others. Additionally, conflicts of interest may arise in the allocation of co-investment opportunities to the extent that such allocation may benefit the Adviser instead of, or more than, the relevant Fund or is not in the best interests of the relevant Fund or any individual investor.

Subject to any relevant restrictions or other limitations contained in the governing documents of the Funds, the Adviser will allocate fees and expenses in a manner that it believes in good faith is fair and equitable to its Clients under the circumstances and considering such factors as it deems relevant, but in its sole discretion. Funds have different expense reimbursement terms, including with respect to management fee offsets, which may result in the Funds bearing different levels of expenses with respect to the same investment. In exercising such discretion, the Advisers may be faced with a variety of potential conflicts of interest.

Most of the Adviser's Clients have Advisory Boards. These Advisory Boards, when formed, will be composed of investor representatives selected by the Adviser (all of whom will be unaffiliated with the Adviser) and will often include the largest investors in the relevant Client. The Advisory Board will provide advice and counsel as is requested by the Adviser in connection with Private Equity Programs' investments, potential conflicts of interest, and other of the Private Equity Programs' matters, as provided in the relevant governing agreement. The Adviser and its affiliates will retain ultimate responsibility for all decisions relating to the operation and management of the Private Equity Programs, including, but not limited to, investment decisions. Side-by-side investing such as this can give rise to conflicts of interest including allocations of investment interests, governance rights and the sharing of fees and expenses.

A Client's Limited Partners may have conflicting investment, tax and other objectives with respect to their investments in such Client, including conflicting interests relating to the structuring and timing of investment acquisitions and disposition. As a consequence, conflicts may arise in connection with decisions made by such Client's General Partner regarding an investment that may be more beneficial to certain Limited Partners than to others, especially with respect to tax matters. In structuring, acquiring and disposing of investments, a Client's General Partner generally will consider the investment tax and other relevant objectives of the Client and the Partners as a whole, not the investment, tax, or other objectives of any individual Limited Partner.

There is not expected to be an actively traded market for most of the investments owned by the Private Equity Programs. When estimating fair market value, the General Partners of each Client will apply a methodology it determines 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 may differ from values that would have been determined had an active market existed for such investment and differ from the prices at which such investments ultimately may be sold. The General Partners' discretion in respect of such

valuations may give rise to conflicts of interest, including in connection with determining the amount and timing of distributions of carried interest and the calculation of the Management Fees.

In the case of the 2003 Program and the 2006 Program, these funds made commitments to SBF I (in the case of the 2003 Program) and SBF II and Europe Fund (in the case of the 2006 Fund) (such funds, the “Dropdown Funds”) and became limited partners in such funds. Although the 2003 Program and the 2006 Program do not pay any incremental management fees or carried interest as part of these investments, as a limited partner in another fund sponsored by the Advisers, there is the potential that there could arise certain conflicts of interest between the relevant AEA Middle Market Private Equity Fund and the Dropdown Fund, including, but not limited to, issues with respect to differing fund life and investment periods. The Advisers have not done any, and does not intend to make any, dropdown investments from Fund V or Fund VI.

The Fund comprising the Private Equity Programs may use common counsel with respect to investments in entities in which they acquire an interest, if the Advisers believe that the time, cost and other savings and efficiencies outweigh any potential conflicts of interest.

The Funds comprising the Private Equity Programs and/or their portfolio companies may reimburse the Advisers for the costs of secondment or similar arrangements where employees and consultants, including operating partners and operating executives, of the Advisers or their affiliates who are lent to work or provide services on an interim basis to a portfolio company. The reimbursement amount is determined by the applicable general partner and may vary by service, by portfolio company and/or by person and could include equity incentives and performance awards, provided that in all instances the amount shall be reasonable in relation to the services provided. Such amounts are not offset against management fees and are retained by the Advisers.

The Advisers will exercise their discretion to recommend to the relevant Private Equity Program or to a portfolio company thereof that it contract for services with an entity with which the Advisers or its affiliates or current or former members of their personnel or their Participant network has a significant relationship (including a portfolio company of the Fund or another AEA-sponsored fund) or from which the Advisers or its affiliates or their personnel otherwise derives some benefit. This practice may subject the Advisers to conflicts of interest because although the Advisers intend to select service providers that it believes are aligned with its operational strategies and will enhance portfolio company performance and, relatedly, returns of the relevant Private Equity Program, the Advisers may have an incentive to recommend the related or other person because of its other business interest. There is a possibility that the Advisers, because of such belief or for other reasons, may favor such retention or continuation even if a better price and/or quality of service could be obtained from another person or entity. Whether or not the Advisers have a relationship or receive a benefit from recommending a particular service provider, there can be no assurance that no other service provider is more qualified to provide the applicable services or could provide such services at lesser cost.

Additionally, the portfolio companies of the Private Equity Program are expected to reimburse the Advisers and/or service providers retained at the Advisers’ discretion for expenses (including

travel expenses) incurred by the Advisers and such service providers in connection with their performance of services for such portfolio companies. This practice will subject the Advisers to conflicts of interest because the relevant Fund is not expected to have an interest or share in such reimbursements and the amount of such reimbursements may be significant. Such reimbursements will not offset or reduce the Management Fee. The Advisers expect to determine the amount of such reimbursements in its own discretion and in accordance with its internal reimbursement policies and practices. The amount of specific reimbursements generally is not expected to be disclosed to investors, however, their effect will be reflected in the Fund's audited financial statements (through the valuation of the Fund's assets), and any payments or reimbursements to the Advisers or service providers generally will be subject to: agreements with sellers, buyers and management teams and/or the review and supervision of a portfolio company's board of directors or lenders and/or third party co-investors in the applicable transaction. The Advisers believe that these factors will help to mitigate related conflicts of interest.

In addition to reimbursements described above that do not offset the management fee, the Advisers or their affiliates may receive transaction, monitoring and break-up fees, and this practice will subject the General Partner and the Advisers to conflicts of interest in certain circumstances. In particular, the management fee is generally offset by a specified percentage (ranging from 0% to 100%) of such fees received in respect of investments by the Fund however they will generally not be offset by such fees to the extent they are attributable to the investments by applicable general partner of a Fund, to other partners designated as "affiliated partners" in a Fund, to the Participant Programs or to investments by third-party co-investors. Further, the Advisers may receive such transaction, monitoring and break-up fees before it would be entitled to receive the portion of the management fee that is offset by such fees. To the extent that there are such fees that are attributable to the limited partners and have not offset the management fee upon the dissolution of the relevant Fund, such excess fees generally will be distributed to each limited partner in such amounts that such limited partner would receive if they were distributed in accordance with the provisions of the operative agreements; however, a partner may elect not to receive its share of such excess fees and in such event the applicable general partner would realize the full benefit of such portion of such fees without an offset to the management fee. The opportunity to earn these fees and receive reimbursements (whether or not they offset the management fee), the formulation of the management fee at certain times during the life of the Fund, and the existence of the general partner's carried interest may create an incentive for the general partner to cause the Fund to make more investments, and to make more speculative investments, than it would otherwise make in the absence of such fees and reimbursements, such formulation of the management fee and such performance-based compensation.

As a result of the operations of the Private Equity Programs, the Adviser, its affiliates and their respective employees, partners, members, shareholders, officers, directors and managers may come into possession of confidential or material, non-public information including as a result of certain of the Adviser's personnel serving on the boards of directors of portfolio companies. Consequently, Clients may be restricted from initiating a transaction or selling an investment which, if such information had not been known to it, may have been undertaken. The Adviser anticipates that, to minimize the impact of such restrictions, a Client may elect not to receive material, non-public information in certain situations in which such an election is available.

Clients may be permitted to borrow funds pursuant to a revolving credit facility or other debt facility, including a facility based on the aggregate Commitments of such Client available to be called. A Client's use of such facilities will be determined by its General Partner, and the performance of the Client may be impacted by how its General Partner causes the Client to utilize such facilities. Although, the use of such facility may increase the Client's ability to swiftly invest capital, it also will cause the Client to incur interest expense. Conflicts of interest may arise in that the use of such facilities may, and likely would, delay the need for Partners to make certain contributions to the Client, which may enhance the Client's performance figures and thereby benefit the Adviser.

The Public Equity Fund may invest in securities of a company that is later interesting to the Private Equity Program, which investment may occur if it is made in accordance with the conflicts of interest provisions of the governing documents of the applicable Private Equity Program. This could result in the Public Equity Fund having a different interest than the Private Equity Fund in such a company.

### **AEA Debt Programs - Potential Conflicts of Interest**

Advisers and their respective affiliates engage in other activities, including managing other Funds that are independent from and may from time to time conflict with the activities of the AEA Debt Programs. For example, it may be possible that other private equity sponsors that compete with Advisers for transactions may choose not to approach the AEA Debt Programs to provide mezzanine debt as a result of their affiliation with Advisers. The officers and employees of the Advisers and their affiliates will devote such time as the Advisers, in their sole discretion, deem necessary to carry out the investment objectives and activities of the AEA Debt Programs. The representatives of the Advisers serving on the Investment Committees serve as officers and/or employees of the Advisers and will spend the preponderance of their business time on matters unrelated to a specific fund. As a result, conflicts of interest may arise, including with respect to allocating management time, services, and functions, between the Advisers and their respective affiliates. Moreover, the same personnel of the Advisers manage multiple Funds within the AEA Debt Programs. This may create conflicts in the allocation of investment opportunities, particularly between the various debt Funds that may invest in more junior debt securities.

The Advisers manage Funds which invest primarily in debt and equity securities. Specifically, the Advisers manage (or will manage) the AEA Middle Market Private Equity Program, the AEA Small Business Private Equity Programs and the AEA Debt Programs. AEA's middle market private equity funds focus on, among other things, control leveraged buyout investments of companies in the following sectors: value-added industrial products, specialty chemicals, consumer / retail and business services. AEA's small business private equity funds use an approach similar to that of the middle market private equity funds, except that the Small Business Funds target transactions that are of a smaller value. The AEA Mezzanine Funds focus on mezzanine debt securities and equity co- investments with a focus on investments in middle-market companies. The MMDF Funds focus on providing senior debt to a variety of borrowers, including businesses in which the Fund may have invested or may seek to invest. The Investment Team intends generally to allocate investment opportunities between the

MMDF Funds pro rata based on their respective total fund size taking into account the capital commitments and available leverage of each the MMDF Funds. Nevertheless, investment opportunities may be allocated other than on a pro rata basis, if the Investment Team deems in good faith that a different allocation among the MMDF Funds is appropriate, taking into account, among other considerations: (a) geographic or industry diversification of the portfolios of each such fund; (b) liquidity requirements of each such fund; (c) tax consequences; (d) regulatory restrictions; and (e) proximity of an MMDF Fund to the end of its specified commitment period or term. Certain of the AEA Debt Program Funds focus on providing senior debt to a variety of borrowers, including businesses in which other AEA Debt Program Funds or the Middle Market or Small Business Private Equity Programs may have already invested or may seek to invest. In addition, the Advisers continue to oversee portfolio companies in which prior invested funds acquired an interest. In the future, the Advisers may manage successor funds to these funds or funds with other strategies.

The AEA Debt Programs will have the right to invest a substantial portion in portfolio companies in which another Adviser Fund has also invested, either concurrently with that Fund as a part of the same financing plan or subsequent or prior to the investment by that Fund. In these cases, the AEA Debt Programs and said Fund will hold different classes of securities and conflicts may arise between the interests of the AEA Debt Programs and those of the Fund in the structuring, negotiation, and pricing of the investment. For example, conflicts may arise between certain Funds and the AEA Debt Programs in negotiating the price of the mezzanine securities, the characterization of these securities (secured or unsecured), the terms of inter-creditor agreements, the interest rate or stated dividend yield of these securities, the nature of the covenants running in favor of the AEA Debt Programs, the enforcement of covenants and the other terms and conditions of such investment, or in addressing any subsequent amendments or waivers. These conflicts may become particularly active in cases where one Fund invests in senior debt or equity and another in more junior debt. To minimize potential conflicts of interest, the Fund may in such conflict situations to agree to vote its debt securities in accordance with the votes of other debt holders of the same class, or abstain from voting or taking certain actions not approved by the other holders of such class.

A Fund in the Private Equity Program may desire optimal flexibility to grow the portfolio company, while the AEA Debt Programs may want to place tighter restrictions on the type and the amounts of permitted investments and acquisitions. If a portfolio company of which the AEA Debt Programs and a Private Equity Program Fund hold different classes of securities suffers financial difficulties, decisions over the terms of any workout will raise conflicts of interest (including conflicts over proposed waivers and amendments to debt covenants). For example, the AEA Debt Programs may be better served by a liquidation of the company in which they will be paid in full, whereas the Fund might desire a reorganization that could create value for the equity holders. It is also possible that in a bankruptcy proceeding, the AEA Debt Programs' interest may be subordinated or otherwise adversely affected as a result of Fund's involvement and actions relating to its investment. The Advisers will resolve these and other conflicts in its good faith judgment as to the AEA Debt Programs' best interests and as noted below, may refer the matter to the respective AEA Debt Program Advisory Committee. The same personnel of the Advisers manage multiple Funds within the AEA Debt Programs.

In addition, the Advisers are under no obligation to offer investment opportunities to the AEA Debt Programs of which they become aware or to allocate investments in accordance with any specific formula. While the Advisers will allocate investment opportunities in a manner that they believe in good faith is fair and equitable to their Clients under the circumstances over time and considering relevant factors, there can be no assurance that a Debt Program's actual allocation of an investment opportunity, if any, or the terms on which that allocation is made, will be as favorable as they would be if the conflicts of interest to which the Advisers may be subject, discussed herein, did not exist.

The portfolio companies of other AEA Funds in which the Fund also invests may reimburse AEA for the costs of secondment or similar arrangements where employees and consultants, including operating partners and operating executives, of the Manager or its affiliates who are lent to work or provide services on an interim basis to a portfolio company. The value of such reimbursements will not be shared with the Fund or the Limited Partners through an offset to, or a reduction in, the Management Fee or otherwise, but rather the Fund will bear such amounts through the portfolio companies in which it invests. The portfolio companies of other AEA Funds in which the Fund also invests may also retain other companies and individuals. Fees and expenses paid to such companies and individuals by applicable portfolio companies will not be offset against the Management Fees. The Fund will also be subject to the other risks and conflicts of interest associated with investing in portfolio companies of other AEA Funds and private equity investing generally.

The appropriate allocation between the AEA Debt Programs and another Fund of expenses and fees generated in the course of evaluating and making investments which are not consummated, such as out-of-pocket fees associated with due diligence, attorney fees, and the fees of other professionals, will be determined by the relevant Adviser in its good faith discretion.

The Funds comprising the AEA Debt Programs may use common counsel with respect to investments in entities in which they have or acquire an interest, at the same or at different levels of the capital structure, if the Advisers believe that the time, cost, and other savings and efficiencies outweigh any potential conflicts of interest.

The Adviser may in its sole discretion make available co-investment opportunities to strategic investors, lenders, Limited Partners and/or other persons. Conflicts of interest may arise in the allocation 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 Adviser in its sole discretion, may be for a variety of reasons and not solely with respect to the interests of the Fund or any individual Limited Partner. In exercising its sole discretion in connection with such co-investment opportunities, the Adviser 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 Adviser or its affiliates. The 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 the Fund, or may be in a position to take action contrary to the investment objectives of the Fund. In addition, the Fund may in certain

circumstances be liable for actions of its third-party co-venturer or partner. If a co-invest 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 Fund. In the event that a transaction in which a co-investment was planned is not consummated, including a transaction for which a co-investment was believed necessary in order to consummate such transaction, all expenses relating to such unconsummated transaction generally will be borne by the Fund, and not by any prospective co-investors, that were to have participated in such transaction.

The Funds within the AEA Debt Programs may establish Advisory Committees consisting of representatives of investors not affiliated with the applicable Adviser. The Advisory Committee will meet as required to consult with the Adviser as to potential conflicts of interest. On any issue involving actual conflicts of interest not provided for in the Partnership Agreement, (i) each of the Adviser and the AEA Debt Programs will be guided by its good faith judgment as to the best interests of the Fund and shall take such actions as are determined by the Adviser or the AEA Debt Programs, as the case may be, to be necessary or appropriate to ameliorate such conflicts of interest and (ii) the Adviser or the AEA Debt Programs will consult with the Advisory Committee with respect to any matter as to which the Adviser determines in good faith that a material conflict of interest exists. If the Adviser or the AEA Debt Programs consult with the Advisory Committee with respect to a matter giving rise to a conflict of interest, and if the Advisory Committee waives such conflict of interest or the Adviser or the AEA Debt Programs act in a manner, or pursuant to standards or procedures, approved by the Advisory Committee with respect to such conflict of interest, then none of any Related Investment Fund, the successor funds, the Adviser, the AEA Debt Programs, or any of their respective affiliates shall have any liability to the Fund or any Partner for such actions in respect of such matter taken in good faith by them, including actions in the pursuit of their own interests, and such actions shall not constitute a breach of the Partnership Agreement or any other agreement contemplated therein or of any duty (including any fiduciary duty) or obligation of such person at law or in equity or otherwise.

The Advisers may establish a successor fund with investment objectives similar to those of the AEA Debt Programs. Allocation of available investment opportunities between the AEA Debt Programs and any successor investment fund will be made by the Advisers in their sole discretion.

The Adviser or its affiliates may come into possession of material non-public information with respect to an issuer. Should this occur, the Adviser would be restricted from buying, originating or selling securities, derivatives or loans of the issuer on behalf of a Client until such time as the information became public or was no longer deemed material to preclude a Client from participating in an investment. Disclosure of such information to personnel of a Client's General Partner responsible for the affairs of the Client will be on a need-to-know basis only, and the Client may not be free to act upon any such information. Therefore, a Client may not have access to material non-public information in the possession of the Adviser that might be relevant to an investment decision to be made by a Client, and the Client may initiate a transaction or sell an investment that, if such information had been known to it, may not have been undertaken. Due to these restrictions, a Client may not be able to initiate a transaction that it otherwise might have initiated and may not be able to sell an investment that it otherwise might have sold. In addition, the Adviser, in an effort to avoid buying or selling



restrictions on behalf of a Client may choose to forego an opportunity to receive (or elect not to receive) information that other markets participants or counterparties, including those with the same positions in the issuer as the Client, are eligible to receive or have received, even if possession of such information would be advantageous to the Client.

The fair value of all investments or of property received in exchange for any investments will be determined by the General Partner of each Client in accordance with the relevant Partnership Agreement and the valuation methodologies reviewed by a Client's Advisory Committee and auditors. Accordingly, the carrying value of an investment may not reflect the price at which the investment could be sold in the market, and the difference between carrying value and the ultimate sales price could be material.

The Adviser may enter into a side letter or other similar agreement with a particular Limited Partner in connection with its admission to the Fund as a Limited Partner therein without the approval of any other Limited Partner, which would have the effect of establishing rights under or supplementing the terms of the Partnership Agreement with respect to such Limited Partner in a manner more favorable to such Limited Partner than those applicable to other Limited Partners. Such rights or terms in any such side letter or other similar agreement may include, without limitation, (i) excuse rights applicable to particular investments (which may increase the percentage interest of other Limited Partners in, and contribution obligations of other Limited Partners with respect to, such investments), (ii) reporting obligations of the Adviser, (iii) waiver of certain confidentiality obligations, (iv) consent of the Adviser to certain transfers by such Limited Partner, (v) rights or terms necessary in light of particular legal, tax, regulatory or public policy characteristics of a Limited Partner, (vi) economic arrangements (including, for example, with respect to any Carried Interest and/or Management Fees to be charged to Limited Partners) or (vii) matters regarding such Limited Partner's right to participate in co-investment opportunities (including, without limitations, preferential allocation thereof and the terms and conditions related to such participation (including any carried interest and/or management fees that might have to be charged with respect thereto)).

### **Public Equity Fund – Potential Conflicts of Interest**

The Public Equity Fund may invest in securities of a company that is later interesting to the AEA Debt Program or Private Equity Programs, which investment may occur if it is made in accordance with the conflicts of interest provisions of the governing documents of the applicable AEA Debt Program or Private Equity Programs. This could result in the Public Equity Fund or Private Equity Programs having a different interest than the AEA Debt Fund in such a company. In addition, the Public Equity Fund may be precluded from investing in companies then held by the Private Equity Programs or for which other personnel have received confidential information. In certain situations, the Public Equity Fund may be forced to divest an interest at a suboptimal time, to permit one of the AEA Debt Funds or Private Equity Programs to acquire or divest an interest.

One of the Private Equity Programs or an AEA Debt Fund could be disadvantaged because of the activities conducted by the Public Equity Fund as a result of, among other things, (i) legal restrictions on the combined size of positions held for all accounts managed by the Advisers' affiliates, thereby limiting the size of a Fund's position, (ii) the difficulty of liquidating an

investment for more than one account where the market cannot absorb the sale of the combined positions, and (iii) the regulatory filing obligations that could be imposed on the Advisers or their affiliates if, for example, the Advisers and their affiliates are treated as members of a “group,” resulting in aggregation of their holdings for purposes of their regulatory filing obligations or the applicability of short-swing profit disgorgement rules with respect to such acquisition and dispositions, where the Funds and the Adviser would not have been subject to such filing obligations and short-swing profit rules in the absence of the Public Equity Fund being invested in the same securities. These filing obligations and short-swing profit rules may cause the Advisers to make investment decisions for the Funds different from the decisions it would have made in the absence of affiliation with the Public Equity Fund. The Funds intend to manage their investments so as to avoid the short-swing profit liability provisions of Section 16 of the Securities Exchange Act of 1934, as amended.

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**Item 9 - DISCIPLINARY INFORMATION**

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Not applicable.

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**Item 10 - OTHER FINANCIAL INDUSTRY ACTIVITIES AND AFFILIATIONS**

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Related persons of the Advisers serve as general partners of each of the Funds and may share common officers, partners, consultants or persons occupying similar positions. Related persons of the Advisers, AEA Investors (UK) LLP and AEA Investors (Asia) Ltd., provide advice to the Advisers with respect to investments and prospects located in Europe and Asia, respectively, and are relying advisers with respect to AEA QP Advisers LLC.

The general partners of various Funds have filed for an exemption from registration as commodity pool operators in accordance with CFTC Rule 4.13(a)(3) on behalf of the Clients.

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**Item 11 - CODE OF ETHICS, PARTICIPATION OR INTEREST IN CLIENT TRANSACTIONS AND PERSONAL TRADING**

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The Advisers have adopted a Code of Ethics (the “Code”) to help ensure that their personnel comply with all applicable federal securities laws and with the fiduciary duties and anti-fraud rules to which they are subject. The Code is based on the principle that the Advisers and their personnel owe a fiduciary duty to the Advisers’ Clients. The Code requires Advisers’ personnel to act in good faith and in the best interest of Clients, to conduct themselves ethically so as to disclose and manage any actual or potential conflict of interest and to promptly report violations of the Code. The Advisers will provide a copy of the Code to Clients and prospective investors in Clients upon request.

The Advisers require all employees (and members of the household of the employee) to obtain the prior approval of the Adviser for all personal securities transactions in covered securities.

Advisers do not generally permit employees to purchase or sell securities in which Advisers have made an investment on behalf of Clients, or which are under active consideration for investment or divestiture by Advisers on behalf of Clients, except at the same time and on the same terms as the Clients. The Advisers and their employees may come into possession, from time to time, of material nonpublic information or other confidential information about public companies which, if disclosed, might affect an investor's decision to transact in a security. Under applicable law, the Advisers and their employees may be prohibited from improperly disclosing or using such information for their personal benefit or for the benefit of any other person, regardless of whether such person is a Client. Employees of the Advisers and employees of Advisers' affiliated companies invest in the Funds and Participant Programs but generally without paying management and or carried interest fees (except in the case of the certain Participant Programs which require employees to pay carried interest on their invested amounts).

Funds have different expense reimbursement terms, including with respect to management fee offsets, which may result in the Funds bearing different levels of expenses with respect to the same investment. See also the discussion of conflicts of interest in Item 8.

## **Item 12 – BROKERAGE PRACTICES**

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If Advisers buy or sell publicly traded securities for Clients, they are responsible for directing orders to broker-dealers to effect those transactions. Each Adviser selects brokers on the basis of best price, costs and execution capability. In selecting a broker to execute client transactions, each Adviser may consider a variety of factors, including: (i) the ability to effect prompt and reliable executions at favorable prices (including the applicable dealer spread or commission, if any), (ii) the operational efficiency with which transactions are effected (such as prompt and accurate confirmation and delivery), taking into account the size of order and difficulty of execution, (iii) the financial strength, integrity and stability of the broker-dealer or counter party, (iv) the competitiveness of commission rates in comparison with other broker-dealers, (v) the nature and extent of customer services (i.e., proprietary research and access to third party research services, the need for anonymity, trade adjustments and the like), (vi) accuracy of recommendations on particular securities and access to underwritten offerings and secondary markets, (vii) willingness to commit capital and quality of quotes regarding both price and size and related liquidity considerations, (viii) nature and frequency of investment coverage, and (ix) general responsiveness.

In certain instances, a Client will take a portfolio company public, which requires engaging one or more underwriters and bookrunners. The Client will provide guidance to the portfolio company's Directors when choosing underwriters and bookrunners, taking the above factors into account. The Directors will generally engage the same underwriters and bookrunners for secondary public offerings and the Client will generally use the lead underwriter for other additional transactions, including block trades related to the exit.

When Advisers place orders for purchases or sales of publicly traded securities on behalf of multiple Clients, the orders are aggregated, and partially filled orders are allocated pro-rata in accordance with the number of securities intended to be purchased or sold by each Client.

### **Item 13 - REVIEW OF ACCOUNTS**

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The Advisers periodically review all Private Equity and AEA Debt Fund investments. The investment professionals responsible for each investment program prepare quarterly reviews of the portfolio of such investment program that are reviewed by AEA Investors LP's executive staff. Each quarterly review includes a review of the operating performance, capital structure, prospects and material developments of each portfolio company. The Advisers also conduct semi-annual valuations of each investment that are reviewed and approved by the Advisers' senior personnel. Investors in Funds receive quarterly, semi-annual and annual written reports. In certain cases, Participant Programs may only receive semi-annual and annual written reports. The quarterly reports of a Fund (for the quarters ended March 31, June 30 and September 30) include a summary of the status of each portfolio company, unaudited financial statements prepared on the basis of GAAP and an individual statement of partners' capital. In the case of SBF I, in addition to financial statements prepared on the basis of GAAP, financial statements are based on the SBA's basis of accounting and are provided on SBA forms. The semi-annual reports include an individual statement listing an investor's original cost and the current gross value of each investment. The Participant Programs also provide each investor in the Participant Program a commitment summary which includes commitment amount, amount invested in each series of units of an investment, the number of units issued and remaining commitment.

In the case of the Funds, the annual reports include audited annual financial statements of a Fund and Form K-1s. Annual reports for SBF I also include GAAP based financial statements in addition to financial statements based on the SBA basis of accounting.

The Public Equity Fund is reviewed quarterly by the portfolio manager and the CEO and CFO.

### **Item 14 - CLIENT REFERRALS AND OTHER COMPENSATION**

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Advisers have in the past agreed, and may in the future agree, to pay certain unaffiliated persons (placement advisers) a cash fee for referring potential purchasers of interests in clients to the advisers. These arrangements generally provide for the reimbursement of expenses incurred by placement advisers, a monthly fee, and a success fee, based on the commitment made by the purchaser of interests in client referred by the placement adviser. These solicitation arrangements will comply with the requirements of Rule 206(4)-3 of the Advisers Act to the extent applicable. Any fees payable to any such placement agents will be borne by AEA indirectly through an offset against the Management Fee, although related expenses incurred pursuant to the relevant placement agent or similar agreement, including but not limited to placement agent travel, meal and entertainment expenses, may and typically are borne by the relevant Fund(s). From time to time the Advisers and its related persons may receive discounts on products and services provided by portfolio companies of Clients and/or customers or suppliers of portfolio companies. For details regarding economic benefits provided to the Advisers by non-clients with respect to break-up, transaction, monitoring, commitment, waiver and similar fees, including a description of the material conflicts and how they are addressed, please see Item 5 and Item 8 above.

## **Item 15 - CUSTODY**

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The Advisers are deemed to have custody of the Funds' assets for purposes of the Advisers Act by virtue of their relationship with each Fund's general partner. Except as permitted by the Advisers Act, such cash and physical securities are maintained in accounts established with qualified custodians, as defined in Rule 206(4)-2 of the Advisers Act, to the extent required by law. The Funds are subject to annual audit by an independent public accountant and the audited financial statements of the Funds, prepared in accordance with GAAP, are distributed to investors in the Funds no later than 120 days after the end of the fiscal year.

## **Item 16 - INVESTMENT DISCRETION**

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Advisers generally have discretionary authority to manage the assets of their Clients, subject to the investment objectives and restrictions of each Fund and each investment program. That authority is set forth in the constituent documents of the Funds and in the commitment agreements for the investment programs. The authority of Advisers to determine the securities to be purchased by the Funds is subject to the prior approval of the appropriate investment committee of the Fund.

## **Item 17 - VOTING CLIENT SECURITIES**

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Each Adviser has adopted proxy voting policies and procedures (the "Policies"). Due to the nature of the investments they make, the Advisers anticipate that they will be presented with proxy voting opportunities only in rare circumstances. The general policy of the Adviser is to vote proxy proposals (and any amendments, consents or resolutions relating to client securities), in a manner that serves the best interests of Clients, as determined by the Adviser in its discretion, taking into account the following factors: (i) the impact on the value of the investments; (ii) the anticipated associated costs and benefits; (iii) the continued or increased availability of portfolio information; and (iv) industry and business practices. Where the Adviser's affiliated personnel serve as director(s) of a company, the Adviser will generally vote proxies in the same manner as such director(s), and where no such personnel serve as directors of a company, the determination of how to vote proxies will be made by the investment professionals responsible for the investment in consultation with the Adviser's senior executive staff. In limited circumstances, the Adviser may refrain from voting proxies where the Adviser believes that voting would be inappropriate taking into consideration the cost of voting the proxy and the anticipated benefit to Clients. A copy of the Policies and the proxy voting record applicable to any Fund may be obtained by contacting the Adviser.

## **Item 18 - FINANCIAL INFORMATION**

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Not applicable.