

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

ABRY PARTNERS III, LLC

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This Investment Adviser Brochure (“Brochure”) provides information about the qualifications and business practices of ABRY Partners III, LLC (the “Management Company”). If you have any questions about the contents of this Brochure, please contact us at (617) 859-2959. The information in this Brochure has not been approved or verified by the United States Securities and Exchange Commission (the “SEC”) or by any state authority.

The Management Company is filing to be registered as an investment adviser with the SEC under the Investment Advisers Act of 1940, as amended (the “Advisers Act”). However, such registration does not imply a certain level of skill or training.

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

ITEM 2 MATERIAL CHANGES

The Management Company is a new investment adviser and is filing Form ADV for the first time. As a result, there are no material changes to report.

Recipients of this Brochure are encouraged to read the Brochure in its entirety.

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ITEM 4 ADVISORY BUSINESS

The Management Company, a Delaware limited liability company and an investment adviser, and its affiliates (collectively, “**ABRY**”) provide investment advisory services to private investment funds. The Management Company commenced operations in 2023.

The following investment adviser serves as general partner to the Fund (defined below) and will be subject to the Advisers Act pursuant to the Management Company’s registration in accordance with SEC guidance: ABRY X Capital Partners, L.P. (the “**General Partner**,” and together with the Management Company, the “**Advisers**”). This Brochure describes the business practices of the Advisers, which operate as a single advisory business.

The following investment advisers are affiliated with the Advisers: ABRY Partners, LLC; ABRY V Capital Partners, L.P.; ABRY VI Capital Partners, L.P.; ABRY Senior Equity Investors II, L.P.; ABRY Senior Equity Investors III, L.P.; ABRY ASF Investors, L.P.; ABRY ASF Investors II, L.P.; ABRY Investment GP, LLC; ABRY Senior Equity Co-Investment GP, LLC; ABRY Senior Equity Co-Investment GP III, LLC (each, an “**ABRY I Adviser**”); ABRY Partners II, LLC; ABRY Investment AI GP, LLC; ABRY Investment II GP, LLC; ABRY Partners VII Co-Investment GP, LLC; ABRY VII Capital Partners, L.P.; ABRY Partners VIII Co-Investment GP, LLC; ABRY VIII Capital Partners, L.P.; ABRY Partners VIII Co-Investment GP (Cayman AIV), LLC; ABRY VIII Capital Partners (Cayman AIV), L.P.; ABRY IX Capital Partners, L.P.; ABRY Partners IX Co-Investment GP, LLC; ABRY Senior Equity Investors IV, L.P.; ABRY Senior Equity Co-Investment GP IV, LLC; ABRY ASF Investors III, L.P.; ABRY ASF Investors IV, L.P.; ABRY Heritage Capital Partners, L.P.; ABRY Heritage Partners Co-Investment GP, LLC; ABRY Senior Equity Investors V, L.P.; ABRY Senior Equity Investors VI, L.P.; ABRY Acquisition Manager, LLC; ABRY Senior Equity Co-Investment GP V, LLC; ABRY Senior Equity Co-Investment GP VI, LLC; ABRY Heritage Partners Co-Investment GP (Cayman AIV), LLC; ABRY Heritage Capital Partners (Cayman AIV), L.P.; ABRY Heritage Capital Partners II, L.P., and ABRY Heritage Partners Co-Investment GP II, LLC (each, an “**ABRY II Adviser**”). ABRY Partners, LLC and ABRY Partners II, LLC is each separately registered under the Advisers Act and each of the other ABRY I Advisers and ABRY II Advisers is subject to the Advisers Act pursuant to ABRY Partners, LLC’s and ABRY Partners II, LLC’s registrations, respectively, in accordance with SEC guidance. ABRY II Advisers’ employees will provide services to the ABRY I Advisers and the Advisers.

The Advisers’ clients include the private investment funds listed below, which are expected to have their first closing in either the fourth quarter of 2023 or the first quarter of 2024 (and collectively, with any other future private investment funds to which the Management Company and/or its affiliates provide investment advisory services, including any co-investment funds, single investment funds and alternative investment vehicles, the “**Private Investment Funds**”).

Equity Funds

- ABRY Partners X-A, L.P and ABRY Partners X-B, L.P. (together, “**ABRY Partners X**” or the “**Fund**” and with any future funds with a similar investment strategy, “**Equity Funds**”)

Pursuant to the Fund's agreements of limited partnership (together, the "**Partnership Agreement**"), the General Partner has the authority to manage the business and affairs of the Fund. The General Partner has delegated, subject to its oversight, day-to-day responsibility for the management and operations of the Fund to the Management Company pursuant to a management agreement between the General Partner and the Management Company (the "**Management Agreement**").

Interests in the Fund will be privately offered to qualified investors in the United States and elsewhere. The investment advisory services provided to the Fund by the Advisers consist of identifying and evaluating investment opportunities, negotiating the terms of investments, managing and monitoring investments and ultimately selling such investments. The Fund is a private equity fund that seeks to invest through negotiated transactions in operating entities. The Fund seeks to invest predominantly in non-public companies, although the Fund may invest in public companies, subject to certain limitations set forth in the Partnership Agreement. The Fund generally seeks to take a controlling position when investing in a portfolio company, and generally at least one principal (a "**Principal**") or other ABRY investment professional serves on a portfolio company's board of directors in order to represent the Fund's interests in the portfolio company.

The Advisers' advisory services to the Fund are detailed in the Fund's private placement memorandum, the Management Agreement and the Partnership Agreement (collectively, the "**Fund Documents**") and are further described below under Item 8 "Methods of Analysis, Investment Strategies and Risk of Loss." Investors in Private Investment Funds (generally referred to herein as "investors" or "limited partners") participate in such Fund's overall investment program, but in certain circumstances are permitted to be excused from a particular investment due to legal, regulatory or other applicable constraints; such arrangements generally do not and will not create an adviser-client relationship between the Advisers and any investor. The Fund or the General Partner expects to enter into side letters or other similar agreements with certain investors that have the effect of establishing rights under, altering or supplementing the Partnership Agreement, the investor's subscription agreement or other Fund Documents, including providing informational rights, addressing regulatory matters with respect to such investors, effectively excusing such investors from participating in certain types of investments, varying economic terms or fee structures, providing transfer rights and offering co-investment-related provisions.

The Advisers may serve as an investment manager to co-investment funds structured to facilitate investments by affiliated co-investors alongside the primary Private Investment Funds on a fixed pro-rata basis with the commitments to such vehicles generally being variable on an annual basis. To the extent that a particular investment opportunity, in the Advisers' sole discretion, exceeds the desired allocation to the Fund in the aggregate in view of investment size, type, available capital, diversification, location, holding period and other relevant considerations, the Advisers may offer additional co-investment opportunities to other persons or firms who the Advisers or their affiliates believe will be of benefit to the Fund, including certain current investors in ABRY Partners, LLC or ABRY Partners II, LLC advised funds, or prospective investors, other sponsors, market participants, finders, consultants and other service providers. The Advisers may also organize one or more co-investment funds to co-invest alongside the Fund to facilitate personal investments by such persons or firms and by partners, officers and employees and their related parties and associates of the Advisers or of control entities. The Advisers may also facilitate co-investments directly into a portfolio company. Single investment funds may be formed for this

purpose and operate in a manner similar to the co-investment funds. Co-investment funds will typically invest and dispose of their investments in the applicable portfolio company at the same time and on the same terms as the Private Investment Fund making the investment. The Advisers and their affiliates may elect not to charge a management fee to or receive carried interest from such co-investment funds. While the Advisers and any of their affiliates may charge carried interest, management and other fees to any co-investors, certain co-investment funds may not pay management fees or carried interest.

In addition to the foregoing, the Advisers may serve as the investment manager to a number of special purpose vehicles through which the Fund may invest. The Advisers may form special purpose vehicles to facilitate portfolio investments by the Fund for legal, tax, accounting, regulatory, ERISA, economic or other similar purposes. The Adviser that acts as the investment manager to a particular special purpose vehicle will be determined on the basis of the Fund that invests through such special purpose vehicle. Under the Partnership Agreement, the General Partner will also have the authority to form alternative investment vehicles to invest in lieu of the Fund (each, an “**alternative investment vehicle**”), to the extent appropriate to address tax, regulatory or economic matters, and the limited partners of the relevant Fund may be admitted as limited partners of such alternative investment vehicles, which generally contain legal and economic provisions that are similar or equivalent to those of the relevant Partnership Agreement. Certain of the Advisers will serve as investment managers to such vehicles, if and when formed. Finally, in connection with certain investments, the Advisers may employ hedging techniques designed to reduce the risks of adverse movements in interest rates, securities prices, and currency exchange rates.

As of October 30, 2023, the Management Company does not have any client assets under management. The Management Company is principally owned by C.J. Brucato, III.

ITEM 5 FEES AND COMPENSATION

In general, the General Partner will receive a management fee (the “**Management Fee**”) and pay over such Management Fee to the Management Company pursuant to the Management Agreement and the General Partner will receive a carried interest in connection with the provision of advisory services provided to the Fund. For each Private Investment Fund, the carried interest distributed to a General Partner will generally be subject to a potential giveback, as set forth in the Fund Documents, if the General Partner has received excess cumulative distributions. Any co-investment funds generally may not pay a Management Fee or carried interest. Any single investment funds may charge a fee, carried interest, or other economic consideration, such as a “preferential distribution right.” The Management Company or other ABRY entities or affiliates may receive additional compensation in connection with management and other services performed for portfolio companies (*e.g.*, monitoring and other fees) of the Private Investment Funds, and the Fund’s pro rata share of such additional compensation will generally be offset in whole against the Management Fees otherwise payable to the Management Company to the extent provided by the Fund Documents. Fee structures are negotiated on a vehicle-by-vehicle basis so investors should review the Fund Documents for details regarding the fee structures summarized below. Capitalized terms used but not defined herein shall have the meanings ascribed to them in the Partnership Agreement.

Management Fees

During the Fund's active commitment period, the Fund generally pays a Management Fee equal to 2.0% on an annual basis of aggregate investor capital commitments ("**Commitments**") to the Fund. After the earlier to occur of the expiration of the active commitment period and the date a management fee begins accruing for any successor fund to the Fund (or upon the occurrence of certain other events set forth in the Partnership Agreement), the Fund's Management Fee will be reduced to an amount equal to 2.0% of the cost basis of all securities of portfolio investments then held by the Fund that have not been sold, distributed to partners, written off or otherwise disposed of (including all outstanding amounts borrowed under a subscription facility in order to fund such portfolio investments).

Other General Management Fee Information

Management Fees generally will be calculated and paid on a quarterly basis. Installments of the Management Fee payable for any period other than a full quarterly period will be adjusted on a pro rata basis based upon the actual number of days in such period. A Fund's Management Fee will generally be payable until all Fund assets have been distributed as described in the Partnership Agreement. In the event that the Management Fee is increased retroactively as a result of an increase in the aggregate Commitments of all investors, investors participating in a closing after the Fund's initial closing or investors which have increased their Commitments will bear their pro rata share of the Management Fee, based on their new or increased Commitments, from the due date of each contribution that would have been made if such investor had been admitted as a limited partner for its full subscription on the initial closing date, with an added interest factor. As a general matter, Management Fees will be payable during term extensions unless otherwise agreed with investors.

Under the Fund Documents, the Management Fee will be calculated and charged on a basis that generally is not tied to the Fund's then current net asset value. As further specified in the Fund Documents, and discussed above, Management Fees will initially generally be charged based on a formula tied to the amount of the Fund's aggregate Commitments. However, after a certain date specified in the Fund Documents, the Fund's Management Fee generally will be charged and calculated based on a formula tied to the amount of committed capital or the cost basis of investments made by the Fund. As a result, except where the Fund Documents expressly provide to the contrary, the amount of Management Fees generally will not correspond with fluctuations in the Fund's net asset value, including where the fair market value of an investment exceeds or falls below the total amount of contributed capital or the cost basis relating to such investment. Therefore, the Management Fee generally will not be reduced in connection with any partial distributions, partial realizations, reorganizations, write downs, restructurings, extraordinary dividends made with respect to, or similar transaction related to, an investment that does not result in the complete disposition of the Fund's interest therein (even in cases where the value of the Fund's investment or the fund's ownership percentage in such investment has been reduced (including substantially reduced) as a result of such partial distribution, partial realization, reorganization, write down, restructuring, extraordinary dividend or similar transaction), and in such cases, Limited Partners will continue paying Management Fees based on committed capital or the cost basis of investments, as applicable, regardless of any such transaction. The lack of a requirement to reduce the Management Fee in connection with any partial distribution, partial

realization, reorganization, write down, restructuring, extraordinary dividend made with respect to, or similar transaction related to, an investment presents certain conflicts between the interests of the Advisers and the interests of Limited Partners, including by incentivizing the Advisers to pursue such transactions that would result in the continued payment of Management Fees.

The Fund Documents set forth the full list of terms under which a Fund's Management Fee will be reduced, offset or otherwise be limited, and consequently investors should expect to bear the full specified Management Fee in the Fund Documents until they are reduced in the circumstances and on the date(s) specified therein.

As further described in the applicable Fund Documents, a Fund's Management Fee may be reduced, although not below zero, by an amount equal to the Fund's pro rata share of the aggregate amount of directors' fees, consulting fees, commitment fees, monitoring fees, break-up fees, closing fees, investment banking fees, placement fees, transaction fees and other similar fees paid to the Advisers and certain of their affiliates (but not by amounts paid to consultants or Senior Advisors (as defined below) retained by or providing services to portfolio companies). To the extent that the Management Fee with respect to the Fund is not reduced as of any given payment date because such Management Fee installment has been reduced to zero, the excess shall be carried over to the next succeeding payment date and applied as a reduction of the Management Fee, but not below zero, for such succeeding payment date. As a matter of practice, the Management Company in certain cases will be paid fees of the type referred to in this paragraph from, on behalf of or with respect to co-investors in an investment, and reserves the right to receive fees relating to the structuring and administration of co-investment arrangements. Any receipt of such fees with respect to co-investors is not expected to reduce the Management Fee payable by the Fund that also has invested in such investment, and, as a result, the Fund will, in most cases, benefit only with respect to its allocable portion on a fully diluted basis of any such fee and not the portion of any fee related to the General Partner or affiliated partner commitments or that relates to such co-investors or potential co-investors (which could include co-investment vehicles managed by the Advisers, third parties, portfolio company management or employees and/or others), which have the potential to be significant. Any such fee offsets generally will be performed on a net basis, after giving effect to certain taxes and other expenses in connection with the receipt of such fees or the provision of related services. Unless otherwise agreed with investors, such fees generally will be payable during term extensions even if Management Fees are reduced or eliminated during the extended term, thus reducing the amounts of Management Fees actually offset. Such fees will be offset only to the extent they are paid during the holding period of the Fund, and investors will generally not receive the benefit of such fees paid prior to the Fund's acquisition of the relevant investment. For the avoidance of doubt, the Management Company will not offset compensation received from outside sources, such as residual employee board seats at entities that are no longer Fund portfolio companies.

To the extent any such excess remains unapplied upon dissolution of such Fund, such excess shall be distributed in accordance with the applicable Fund Documents. Private Investment Funds that do not pay a Management Fee will neither receive the benefit of the Management Fee offsets nor share in any of such additional fees earned by the Advisers and their affiliates.

In certain very limited circumstances, monitoring fee arrangements with portfolio companies may include provisions that permit the acceleration of monitoring fees upon certain

events, such as the initial public offering or strategic sale of a portfolio company. These acceleration provisions typically require a termination payment by the portfolio company, which often reflects the net present value at the time of the termination of the fees that would have been paid for the remaining term of the agreement. Because the monitoring agreements with portfolio companies often have prolonged terms, the effects of such acceleration are often substantial.

In addition, the Partnership Agreement typically allows the General Partner to waive all or a portion of the Management Fee it is entitled to receive. Any such waived portion of the Management Fee reduces the amount of capital such General Partner would otherwise be required to contribute to such Fund. The limited partners would, in such circumstances, be required to make a *pro rata* contribution according to their respective Commitments to fund any contribution that would otherwise be required of the General Partner up to the aggregate amount of any such waiver as described above, which contribution is then invested for the benefit of the General Partner and, as a result, the exercise of such waiver may, with respect to the Fund, result in an acceleration of investor capital contributions. Waived or reduced Management Fees are not subject to the Management Fee offsets described above, and the amount of such waived or reduced Management Fee has the potential to be significant.

Senior Advisors

Certain of the Advisers expect in the future to engage certain senior advisors, professionals, groups of professionals, consultants, “operating partners,” “executives in residence” and/or similar persons including through one or more “captive” entities owned and/or controlled by ABRY or one or more of its affiliates (individually or collectively, “**Senior Advisors**”) in order to provide the Advisers, as well as the Fund and portfolio companies, with access to experienced professionals with expertise in specific areas, including operational matters. Senior Advisors may provide any such services to the Fund, one or more of the Fund’s portfolio companies and the Advisers and/or their respective affiliates and to the extent such services are provided to the Fund or portfolio companies the Fund and/or any such portfolio company will bear the cost of any such services (and any such expenses) provided (any such expenses paid by the Fund, the “Senior Advisors Expenses”). Senior Advisors are expected to be compensated by and receive fees, salaries, retainers, bonuses, transaction fees, benefits, a profits, participation or equity interest, incentive equity or other stock awards from the portfolio companies for their services to such portfolio companies, the Fund or the Advisers (and reimbursed by such portfolio companies, the Fund or the Advisers for certain out-of-pocket expenses incurred in connection with the provision of such services). The amount and structure of any such compensation may vary over time and from time to time, may include profits or equity interest in a portfolio company or other incentive-based compensation, and may be based on an hourly rate, a flat fee or any combination of any of the foregoing or other methodologies. Compensation in the form of profits or equity interests in a portfolio company or intermediate holding company generally has a dilutive impact on the Fund’s investment, and has the potential to result in economic effects greater than the original amount of compensation, and the Fund typically will bear the costs of all Senior Advisors’ compensation as well as fees, costs and expenses of structuring Senior Advisor arrangements. Any such fees or other amounts paid to Senior Advisors will not result in offsets to or reductions of the Management Fee. Senior Advisors also generally will be reimbursed for certain travel and other costs in connection with their services. The use of such Senior Advisors subjects the General Partner to potential conflicts of interest, as discussed under “Conflicts of Interest” under Item 8 below.

Carried Interest

With respect to the Fund, the General Partner will be entitled to receive a carried interest equal to a percentage of realized profits; provided that no carried interest will be payable to the General Partner unless all Partners have received an 8% preferred return, compounded annually, as more fully described in the Partnership Agreement. The carried interest to which the General Partner is entitled is 20% in the case of the Fund. The carried interest distributed to the General Partner is generally subject to a potential giveback, as set forth in the Fund Documents, if the General Partner has received excess cumulative distributions from the Fund.

Other Information

The Fund and other Private Investment Funds will invest on a long-term basis. Accordingly, investment advisory and other fees are expected to be paid, except as otherwise described in the applicable Fund Documents, over the life of the Fund (or the relevant Private Investment Fund, as applicable) and investors generally will not be permitted to withdraw from or redeem interests in the Fund (or other relevant Private Investment Fund, as applicable), except in the case of certain legal or regulatory issues.

Principals or other current or former employees of ABRY are expected to receive salaries and other compensation derived from, and in certain cases including a portion of, the Management Fee, carried interest or other compensation received by the Management Company or its affiliates. In addition, the General Partner expects that it will exempt the Advisers and their affiliates from payment of all or a portion of Management Fees and/or carried interest. Such exemptions may be made pursuant to a direct exemption or rebate or through investment in another Private Investment Fund, such as a co-investment fund that does not charge a fee.

In addition to the Management Fee and carried interest payable to the Advisers, as set forth in the applicable Fund Documents, each Private Investment Fund will bear certain fees, costs, expenses, liabilities and obligations in connection with the Private Investment Fund's (and its subsidiaries' and intermediate entities') activities, investments and business, to the extent not borne or reimbursed by a portfolio company or applied to reduce Management Fees, generally including: fees, costs and expenses incurred in connection with any tax audit, inquiry, investigation, settlement or review of a Private Investment Fund and any costs of or related to the "partnership representative" or "designated individual" of a Private Investment Fund, commissions or brokerage fees or similar charges incurred in connection with the purchase, holding and sale of securities (including any merger fees payable to third parties); fees, costs, expenses, liabilities and obligations relating to or attributable to indebtedness of, or guarantees made by, a Private Investment Fund, the applicable general partner or any of their respective affiliates on behalf of a Private Investment Fund (including any credit facility, letter of credit or similar credit support), or seeking to put in place any such indebtedness or guarantee, including any interest and fees on money borrowed by a Private Investment Fund, the applicable general partner or the Management Company on behalf of a Private Investment Fund; litigation, indemnification (including legal and any other costs incurred in connection with indemnifying any partner or other person pursuant to the applicable Fund Documents or otherwise and advancing fees, costs and expenses incurred by any such person in defense or settlement of any claim that may be subject to a right of indemnification pursuant to the applicable Fund Documents) and related expenses; fees, costs and

expenses of actual, threatened or otherwise anticipated litigation, mediation, arbitration or other dispute resolution process, including the costs of 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 pursuant to the Partnership Agreement; fees, costs and expenses of any litigation or governmental inquiry, investigation or proceeding, including any costs 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 applicable Fund Documents; fees, costs and expenses attributable to legal, consulting, custodial, administration, anti-money laundering and “know your client” matters, brokerage, appraisal, third party valuation, technology, filing, printing, communications, mailing, courier, marketing, publicity, title, transfer, registration, auditing, accounting and other professional services (including investment tracking services) provided to a Private Investment Fund (including fees, costs and expenses associated with the preparation or distribution of a Private Investment Fund’s and the applicable general partner’s financial statements, tax returns, tax estimates, Schedule K-1s or similar forms or other communications with partners, any other administrative, compliance, regulatory or other reporting or filing (including Form PF and Bureau of Economic Analysis Reports)); fees, costs and expenses incurred in connection with compliance by a Private Investment Fund and the applicable general partner with any tax or financial account reporting regime, including FATCA, the OECD Standard for Automatic Exchange of Financial Account Information - Common Reporting Standard and any similar laws, rules and regulations, including any costs of any third-party service providers and professionals related to the foregoing; expenses of a Private Investment Fund’s advisory board; reasonable premiums for liability insurance to protect a Private Investment Fund, the applicable general partner, the partners of the applicable general partner, the officers, directors or employees of any service provider and the members of such Private Investment Fund’s advisory board in connection with the activities of such Private Investment Fund (including directors and officers liability, fidelity bond, cybersecurity, errors and omissions liability, crime coverage and general partnership liability premiums and other insurance (including costs related to any retention or deductibles and broker costs and commissions) and any consultants or other advisors utilized in the procurement, review, maintenance and analysis of insurance); expenses incurred in connection with annual or other meetings of the partners or such Private Investment Fund’s advisory board and any other conference, meeting or webcast or other video conference with one or more of the partners or such advisory board (in each case, including any costs associated with venue, set-up, room and board, dining, entertainment, gifts and mementos, honorarium, events or speakers and other meeting or conference-related costs); fees, costs and expenses incurred in connection with the preparation and issuance of any press release; fees and expense reimbursements payable to an escrow agent; all out-of-pocket fees, costs and expenses, if any, incurred in connection with a Private Investment Fund’s legal and regulatory compliance including compliance with the applicable Fund Documents and/or any side letter agreement or similar agreement (including any “most favored nation” provisions) and with U.S. federal, state, local, non-U.S. or other law or regulation; expenses incurred in connection with protecting the confidential or non-public nature of any information or data, including confidential information (including responding to any “freedom of information act” and similar requests and costs incurred in connection with the EU and UK Data Protection Law); fees and expenses for banking, depository, safekeeping, custodial, trustee, record keeping and other bank or similar services; all other expenses incurred with respect to proposed or consummated portfolio

investments, including pursuing, structuring, organizing, acquiring, financing, refinancing, diligencing (including any subscriptions to any periodicals, databases and/or research services and any fees, costs and expenses of expert networks), managing, operating, holding, hedging, restructuring, trading, taking public or private, selling, valuing, winding up, liquidating, or otherwise disposing of such investments or potential investments including follow-on investments (and any associated travel (including, where appropriate, the cost of chartering private aircraft or portion thereof not in excess of the cost of first class commercial airfare), lodging, meals or entertainment in connection with any of the foregoing) that are attributable to the activities of a Private Investment Fund whether or not any contemplated transaction or project is consummated and whether or not such activities are successful; any reverse breakup, termination and other similar fees in respect of proposed portfolio investments, including any such fees attributable to co-investors; costs, fees and expenses of developing, licensing, implementing, maintaining or upgrading any web portal, extranet tools, computer software (including accounting, investor reporting, ledger systems, financial management and cybersecurity) or other administrative or reporting tools (including subscription-based services); unreimbursed costs, fees and expenses incurred in connection with any transfer or proposed transfer contemplated by the Partnership Agreement or any partner's name change, internal restructuring or change in trust, registered agent or custodian; costs and expenses (including legal, financing and litigation fees and expenses) resulting from defaults by partners in the payment of any required amounts; all costs and expenses incurred in connection with the organization, management, operation, and dissolution, liquidation and final winding up of any "alternative investment vehicles" (to the extent not borne by the relevant alternative investment vehicle(s), without duplication) or any intermediate entity used to acquire, hold or dispose of any portfolio investment or otherwise facilitating a Private Investment Fund's investment activities; costs, fees and expenses relating to amendments to, and waivers, consents or approval pursuant to, the constituent documents of a Private Investment Fund and any alternative investment vehicle, including the preparation, distribution and implementation thereof; any costs and expenses arising from any non-US exchange or other currency transaction; legal, compliance, regulatory, custodial, depositary, Swiss representative and paying agent and other fees and expenses attributable or associated with the requirements of AIFMD and any national private placement regimes; fees, costs and expenses unless otherwise reimbursed by the applicable general partner, of complying with applicable law, rules and regulations, including, without limitation, rules and regulations and regulatory filings and reporting on and compliance with Regulation 2019/2088 relating to transparency and disclosure obligations for investors, funds and asset managers in relation to environmental, social and governance factors ("**SFDR**") and, to the extent applicable, Regulation 2020/852 on the establishment of a framework to facilitate sustainable investment; placement fees; provided that the placement fees will not be borne by investors that are prohibited by law or regulation from making capital contributions that will be used to pay placement fees and the General Partner has designated the investor as such; and any other fees, costs, expenses, liabilities or obligations approved by a Private Investment Fund's advisory board; Senior Advisors Expenses. Each Private Investment Fund will also bear all out-of-pocket fees, costs and expenses, if any, incurred in connection with a Private Investment Fund's legal and regulatory compliance with U.S. federal, state, local, non-U.S. or other law or regulations. To the extent holding or intermediate entities include one or more special purpose acquisition companies ("SPACs"), the relevant Private Investment Fund(s) will bear the costs of organizing and offering such SPACs, as well as the amount and dilutive effect of any founders' equity or similar interests issued thereby that are not held directly or indirectly by such Private Investment Fund, and except

where prohibited by the Fund Documents, such interests are permitted to be issued to their Advisers and their personnel. The relevant general partner may reserve the right to agree with Senior Advisors, joint venture or similar partners, service providers, portfolio company management or other persons that all or a portion of certain expense reimbursements, payments or other amounts owed to such persons relating to one or more investments will be paid in the form of a profits interest granted in the relevant investments or related intermediate entities. While such an arrangement could be more favorable to the relevant Private Investment Fund if the investment does not increase in value, in the event of appreciation in the relevant investment any such profits interest generally would have a dilutive impact on the Private Investment Fund's investment, as well as the potential to result in economic gains to the recipient greater than the original amount of compensation. Each Private Investment Fund also generally will bear the costs of implementing, reporting (as applicable), monitoring and complying with investment guidelines and directives relating to the Private Investment Fund's strategy, including in side letters relating thereto. Additionally, subject to the Fund Documents, a Private Investment Fund typically will bear certain unreimbursed expenses of portfolio companies and intermediate holding vehicles through which the Private Investment Fund invests. In certain instances, a Private Investment Fund may bear expenses in respect of an existing or prospective portfolio company that may not be borne by other owners or investors in such portfolio company (including co-investors or co-investment funds), where the relevant general partner has determined such arrangement to be in the best interest of such Private Investment Fund (e.g., a Private Investment Fund engages or pays for a consultant for services in respect of a portfolio company without reimbursement by other owners of the portfolio company).

In the event that a parallel fund of the Fund holds its interest in an investment through a blocker corporation, all costs, expenses and reduction in proceeds attributable to such blocker corporation and any associated intermediate investment vehicle of such blocker corporation shall be borne solely by the limited partners of such parallel fund and the carried interest payable to the General Partner will be calculated without regard to any such costs and expenses.

The Fund will also bear expenses indirectly to the extent a portfolio company pays expenses (including without limitation in connection with the acquisition or closing of a transaction), along with certain expenses of the Advisers and/or their affiliates; the relative percentage of these expenses that are borne by various stakeholders (including the Fund, any co-investors, portfolio company management and other persons) is expected to depend upon the level at which such expenses are charged or incurred. As is typical for closed-end private equity funds, the Fund will likely bear additional and greater expenses, directly or indirectly, than many other pooled investment products, such as mutual funds, and there can be no assurance that the benefits to investors will be commensurate with such expenses. Brokerage fees may be incurred in accordance with the practices set forth in Item 12 "Brokerage Practices."

From time to time, the Fund may form and fund "platform" companies, where the Fund forms a portfolio company and recruits a management team to build the portfolio company through acquisitions and organic growth. Typically after recruiting and partnering with a management team to lead a new portfolio company, the Fund will commit start up capital to fund the operations of the portfolio company which includes the overhead of the management team and any diligence and related expenses incurred in pursuing acquisition opportunities.

In certain circumstances, one Private Investment Fund may pay an expense or obligation common to multiple Private Investment Funds and/or co-investors (including without limitation legal expenses for a transaction in which all such Private Investment Funds and/or co-investors participate, or other fees or expenses in connection with services the benefit of which are received by other Private Investment Funds and/or co-investors over time), and be reimbursed by the other Private Investment Funds for their share of such expense or obligation, without interest. To the extent the paying Private Investment Fund makes use of a credit facility to pay such expense, it generally will not be reimbursed separately by other Private Investment Funds for use of the facility. In certain circumstances, the Advisers or an affiliate thereof may also advance amounts related to the foregoing and receive reimbursement from the Private Investment Funds, without interest, to which such expenses relate.

In addition to co-investment funds, the Advisers may permit certain current or prospective investors to co-invest in portfolio companies alongside one or more Private Investment Funds. Any co-invest vehicle formed generally will bear, expenses related to its formation and operation, many of which are similar in nature to those borne by the primary Private Investment Funds.

A general partner may employ a subscription facility maintained by one or more Private Investment Funds to provide interim financing in connection with the acquisition of a portfolio company by such Private Investment Fund or other Private Investment Funds (including co-investment funds) and, in such situations, each of the participating Private Investment Funds bears their pro rata share of any interest or other charges in connection therewith. In the event that a transaction in which a co-investment was planned, including a transaction for which a co-investment was believed necessary in order to consummate such transaction or would otherwise be beneficial, in the judgment of the general partner, ultimately is not consummated, all expenses relating to such proposed transaction will be borne by the Private Investment Fund(s), and not by any potential coinvestors, that were to have participated in such transaction. However, to the extent that any such coinvestors have already invested in a co-invest or other vehicle in connection with such transaction, such vehicle will bears its share of such expenses. To the extent the Fund makes use of a credit facility to invest in a portfolio company or pay related expenses, it generally will not be reimbursed separately by co-investors for use of the facility.

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

As described under Item 5 “Fees and Compensation,” the General Partner will receive a carried interest allocation on realized profits in the Fund. To the extent ABRY has Private Investment Funds with varying carried interest terms (including amount, timing, waterfall conditions or other terms) and/or ABRY personnel are assigned varying percentages of carried interest from the Private Investment Funds, ABRY and such personnel will be subject to potential conflicts of interest, to the extent they are involved in identifying investment opportunities as appropriate for Private Investment Funds from which they are entitled to receive a higher carried interest percentage. Because any co-investment funds generally are expected to invest *pro rata* alongside the Fund, the Management Company believes that no conflict of interest will arise through side-by-side management of Private Investment Funds that pay carried interest and co-investment funds that do not. Furthermore, the Advisers do not make investment allocation decisions based on the likelihood of receiving a performance-based fee from a particular Private Investment Fund.

ITEM 7 TYPES OF CLIENTS

The Management Company provides investment advice to Private Investment Funds, which may include investment partnerships or other investment entities formed under U.S. or non-U.S. laws and operated as exempt investment pools under the U.S. Investment Company Act of 1940, as amended (the “**Investment Company Act**”). References throughout this Brochure to “clients” and the Advisers’ related duties to and practices on behalf of its clients and/or investors should be construed accordingly. The investors participating in Private Investment Funds are expected to generally include individuals, banks or thrift institutions, university endowments, family offices, insurance companies, pension and profit-sharing plans, trusts, estates or charitable organizations, sovereign wealth vehicles, corporations or other business entities or other investment entities, and from time to time include, directly or indirectly, Principals or other employees of the Management Company and its affiliates or service providers to the Management Company or the Private Investment Funds (e.g., legal service providers), as well as executives of portfolio companies.

The General Partner also will be generally permitted from time to time to establish alternative investment vehicles in order to permit one or more investors to participate in one or more particular investment opportunities in a manner desirable for legal, tax, regulatory or other reasons. Alternative investment vehicle sponsors will generally have limited discretion to invest the assets of these vehicles independent of limitations or other procedures set forth in the organizational documents and Fund Documents of such vehicles and the related Private Investment Fund.

The Fund has a minimum investment amount of \$5 million for third-party investors. In most circumstances, investors in the Private Investment Funds must meet certain suitability and net worth qualifications prior to making an investment in the Private Investment Funds. Generally, investors must be (i) “accredited investors” as defined under Regulation D of the U.S. Securities Act of 1933, as amended (“**Securities Act**”), and (ii) either “qualified purchasers” or “knowledgeable employees” as defined under the Investment Company Act. The Advisers will generally be permitted to waive such minimum investment amounts and qualification requirements.

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

The Management Company will provide day-to-day investment advisory services to the Fund, subject to the supervision of the General Partner. The General Partner has ultimate decision-making authority for the Fund. Since the Advisers have common owners and personnel, the Advisers’ general investment methodology is described below. Investors should refer to the Fund Documents for further information regarding investment strategies employed for the Fund.

There can be no assurance that the Advisers will achieve the investment objectives of the Fund and a loss of investment may be possible.

The Management Company invests the Private Investment Funds primarily in the media, communication, information and business services industries and related businesses (collectively, the “**Sector**”), including the following sub-sectors.

Data Centers and Managed IT
Services

Facility Services

Financial Services

Government Services

Healthcare IT and Services

Human Capital Management

Insurance Services

Outsourced Professional
Services

In each case, the Private Investment Funds may selectively invest outside the Sector when the Management Company believes it identifies attractive opportunities.

The Fund is a private fund that will generally follow a consistent thesis-based approach in which the subsectors are regularly evaluated for their relative attractiveness or lack thereof. Attributes that can move subsectors into or out of the “high priority” category include regulatory or technological change, growth prospects, number of opportunities, competitive dynamics, valuation and long-term operating characteristics, among others. Once a particular subsector has been characterized as attractive, a dedicated team of Management Company professionals is charged with further analyzing the prospects and identifying investment opportunities. This work typically entails interviewing management teams, bankers, brokers, accountants, lawyers and others specializing in the particular subsector.

The Fund will have the ability, but not the obligation, to pursue a range of transaction types, including acquisitions, growth investments, consolidation strategies, cost reductions and turnarounds, and will generally take controlling positions in portfolio companies in order to exert what it views as the requisite level of influence over the Fund’s investments. The Fund will generally invest in portfolio companies with a three-to-seven year investment horizon and individual investments at sizes of more than \$50 million to \$200 million.

Risks of Investment

Each Private Investment Fund and its investors will bear the risk of loss that the Advisers’ investment strategy entails. Although the following risk factors are generally applicable to the Private Investment Funds, investors should also refer to each Private Investment Fund’s private placement memorandum for risk factors specific to their Private Investment Fund. For purposes of the following risk factors, “Fund” refers to “Private Investment Fund” and “General Partner” refers to the General Partner and any general partner or managing member of a Private Investment Fund. The risks involved with the Advisers’ investment strategy and an investment in the Private Investment Funds include, but are not limited to:

General Investment Risks

No Operating History. The Management Company is newly formed and therefore has no operating history. While the Principals have substantial experience managing funds, including

those of ABRY I Advisers and ABRY II Advisers, there can be no assurance that the Fund will achieve results similar to those attained by prior investments of the Principals.

Business Risks. A Fund's investment portfolio consists primarily of securities issued primarily 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. An investment in a Fund should only be considered by persons who can afford a loss of their entire investment in such Fund.

No Assurance of Investment Return. The task of identifying investment opportunities and managing such investments is difficult. Many organizations operated by persons of competence and integrity have been unable to make such investments successfully. There is no assurance that a Fund's investment objectives will be attained, that the value of the investments will not decline or that there will be any return of capital. In addition, a Fund's investments may differ from previous investments made by the Principals in a number of respects, including level of risk associated with a particular investment, amount invested in a particular company, amount of leverage used, structure and holding period.

Availability of, and Competition for, Investment Opportunities. The business of identifying, structuring and completing private equity, senior equity and senior debt investments is highly competitive and involves a high degree of uncertainty. The Principals have significant experience in identifying and structuring various types of financing transactions, including private equity and mezzanine financings, on behalf of the Funds, but the availability of investment opportunities generally is subject to many factors outside of their control, such as prevailing market conditions, as well as the regulatory and political climate. A Fund competes for investment opportunities with a number of other sources of capital with similar investment objectives, including other private investment funds, financial institutions and other institutional investors, some of whom have greater availability of capital and general partners who are more experienced in the private equity or senior debt financing areas. Additional funds with similar investment objectives may be formed subsequent to the formation of a Fund by other unrelated parties who similarly may have more relevant experience, greater financial resources, a greater willingness to take on risk and more personnel than such Fund. A Fund likely will incur significant expenses identifying, investigating and attempting to make potential investments that may ultimately not be consummated. Moreover, a Fund's beliefs regarding the availability of investment opportunities for such Fund are based in part on assumptions regarding the amount of financing that will be available, such Fund's ability to participate in such investments and other market, economic and related assumptions, some or all of which may not materialize as expected. There may be relatively few attractive investment opportunities at certain times during a Fund's investment period and there can be no assurance that such Fund will succeed in obtaining a sufficient number of such investment opportunities, that an investment ultimately acquired by a Fund will achieve its return objectives or that a Fund will be able to invest all its available capital. It is possible that a Fund will never be fully invested if enough sufficiently attractive investments are not identified. However, limited partners are required to pay annual management fees during its active investment period based on the entire amount of their Commitments.

Illiquidity; Lack of Current Distributions. An investment in a Fund should be viewed as an illiquid investment. It is uncertain as to when profits, if any, will be realized. Losses on

unsuccessful investments may be realized before gains on successful investments are realized. The return of capital and the realization of gains, if any, generally will occur only upon the partial or complete disposition of an investment. While an investment may be sold at any time, it is generally expected that this will not occur for a number of years after the initial investment. Thus, there may be a number of years when the only income from a Fund is dividend and interest income from its investments. Such income may not be significant and operating expenses likely will exceed income during that period. Before such time, there may be no current return on the investment. Furthermore, the expenses of operating a Fund (including the annual management fee payable to a General Partner) may exceed its income, thereby requiring that the difference be paid from a Fund's capital, including without limitation, unfunded Commitments. In addition, there can be no assurance that a Fund will have sufficient cash flow to permit it to make annual distributions in the amounts necessary for its investors to pay all tax liabilities resulting from such investors' ownership of limited partnership interests in such Fund.

Risks of Realization and Lack of Liquidity of Investments. A Fund generally invests in private companies, the securities of which are not publicly-traded. Unless such a company subsequently succeeds in obtaining approval from the relevant authorities to list its securities on a recognized exchange, this avenue to liquidity will not be available to a Fund. Even if the company completes an initial public offering, certain classes of securities held by a Fund may never become publicly tradable. Consequently, a Fund must then rely on other means to achieve liquidity. In addition, a Fund may be precluded from selling any shares of a publicly-traded security for some time after an initial public offering. Given the nature of the investments contemplated by a Fund, there is a significant risk that a Fund will be unable to realize its investment objectives by sale or other disposition at attractive prices or otherwise will be unable to complete any exit strategy. In particular, these risks could arise from changes in the financial condition or prospects of the companies in which a Fund's investments are made, changes in national or international economic or political conditions (including acts of war, terrorism or other calamity or crisis), adverse conditions in national or global financial or capital markets, or changes in laws, regulations, fiscal policies or political conditions of countries in which investments are made.

Prior Investment Results. The prior investment results and returns of a Fund, are not necessarily indicative of such Fund's potential investment results. Such investments (at least in part) were made by vehicles pursuing investments at different stages of capital structures and/or across different stages of the economic cycle. The nature of, and risks associated with, a Fund's investments may differ substantially from those investments and strategies undertaken historically on behalf of such other Funds. In some instances, return rates targeted by a Fund for its investments will be less than the historical results. While the General Partner intends for the Fund to make investments that have estimated returns commensurate with risks undertaken, there can be no assurance that a Fund's future investments will perform as well as the past investments managed by the Management Company, or that any targeted internal rate of return will be achieved. On any given investment or on all investments, loss of principal is possible.

Investment in Junior Securities. For certain of the Funds (and particularly the Equity Funds), the securities in which such Fund invests generally will 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 a Fund's investment once made.

Lack of Unilateral Control. Even if a Fund is the majority investor or controlling shareholder, as applicable, of a portfolio company, in certain circumstances it may not have unilateral control of the portfolio company. To the extent a Fund invests alongside third parties, such as institutional co-investors or private equity funds of other sponsors, or makes a minority investment, the relevant portfolio company may be controlled or influenced by persons who have economic or business interests, investment or operational goals, tax strategies or other considerations that differ from or are inconsistent with those of the Fund or its limited partners. Such third parties generally will be in a position to take action contrary to the Fund's business, tax or other interests, and the Fund generally will not be in a position to limit such contrary actions and may not otherwise be able to protect the value of its investment.

Reliance on the General Partner and Portfolio Company Management. Control over the operation of a Fund is vested with the General Partner, and a Fund's future profitability depends largely upon the business and investment acumen of the Principals. The loss or reduction of service of one or more of the Principals could have an adverse effect on a Fund's ability to realize its investment objectives. In addition, the Principals currently, and in the future are expected to, manage other investment funds besides the Fund and the Principals generally will need to devote substantial amounts of their time to the investment activities of such other funds, which generally will pose conflicts of interest in the allocation of the time of the Principals. Limited partners generally have no right or power to take part in the management of a Fund, and as a result, the investment performance of a Fund depends on the actions of its General Partner. In addition, certain changes in the General Partner or circumstances relating to the General Partner may have an adverse effect on the Funds or one or more of their portfolio companies. Although a General Partner monitors the performance of each of its Fund's investments, it is primarily the responsibility of each portfolio company's management team to operate such portfolio company on a day-to-day basis. Although the Funds generally intend to invest in companies with strong management or recruit strong management to such companies, there can be no assurance that the existing management teams, or any successor, will be able to operate the portfolio company successfully or in accordance with a Fund's objectives. There can be no assurance that the management team of a portfolio company on the date a portfolio investment is made will remain the same or continue to be affiliated with the portfolio company throughout the period the portfolio investment is held. Additionally, portfolio companies will need to attract, retain, and develop executives and members of their management teams. The market for executive talent is, notwithstanding general unemployment levels or developments within a particular industry, extremely competitive. There can be no assurance that portfolio companies will be able to attract, develop, integrate or retain suitable members of their management teams and, as a result, a Fund and its investments may be adversely affected.

Leveraged Investments. A Fund often will make use of leverage by having a portfolio company or intermediate entity incur debt to finance a portion of its investment, including in respect of portfolio companies not rated by credit agencies or through investment structures. Leverage generally magnifies both a Fund's opportunities for gain and its risk of loss from a particular investment. The cost and availability of leverage generally is highly dependent on the state of the broader credit markets (and such credit markets may be impacted by regulatory restrictions and guidelines), which state is difficult to accurately forecast, and at times it may be difficult to obtain or maintain the desired degree of leverage. In addition, to the extent a Fund incurs leverage, such amounts may be secured by capital commitments made by such Fund's

investors and such investors' contributions may be required to be made directly to the lenders instead of such Fund. In addition to the burden of debt service, the use of leverage also imposes restrictive financial and operating covenants on a portfolio company, in addition to the burden of debt service, and will constrain its ability to operate its business as desired and/or finance future operations and capital needs. The leveraged capital structure of companies increases the exposure of a Fund's investments to any deterioration in a portfolio company's condition or industry, competitive pressures, an adverse economic environment or rising interest rates and could accelerate and magnify declines in the value of a Fund's investments in the leveraged portfolio companies in a down market. These risks generally are expected to increase as interest rates rise, including in circumstances where a portfolio company's creditworthiness is such that it must borrow at higher interest rates than are available to the relevant Fund. In the event any portfolio company cannot generate adequate cash flow to meet its debt service, a Fund may suffer a partial or total loss of capital invested in the portfolio company, which could adversely affect the returns of such Fund. Furthermore, should the credit markets be limited or costly at the time a Fund determines that it is desirable to sell all or a part of a portfolio company, a Fund may not achieve an exit multiple or enterprise valuation consistent with its forecasts. Moreover, the companies in which a Fund invests generally will not be rated by a credit rating agency. Except where otherwise required by the relevant Fund Documents, a Fund will not be obligated to borrow on behalf of a portfolio company, even in circumstances where the Fund's creditworthiness would permit borrowing at a lower rate than is available to the portfolio company.

Fund Leverage. A Fund often will make use of leverage by incurring debt to finance pending capital contributions or to meet certain obligations of the Fund, and the Funds generally have the authority to pledge assets and unfunded capital contributions to support such leverage. The use of such leverage involves a high degree of financial risk as it generally magnifies both a Fund's opportunities for gain and its risk of loss from a particular investment. In particular, this leverage could accelerate and magnify declines in the value of a Fund's investments in the leveraged portfolio companies in a down market. The extent to which a Fund uses leverage may have important consequences to investors, including, but not limited to, the following: (i) greater fluctuations in the net assets of the Fund, (ii) use of cash flow (including capital contributions) for debt service and related costs and expenses, rather than for additional investments, distributions, or other purposes, (iii) to the extent that Fund revenues are used to make principal payments, investors may be allocated income (and therefore incur tax liability) in excess of cash available for distribution, (iv) in certain circumstances a Fund may be required to prematurely harvest investments to service its debt obligations, (v) interest expense and other costs to a Fund that may not be covered by distributions made to such Fund or appreciation of its investments and (vi) limitations on the flexibility of a Fund to make distributions to investors or sell assets that are pledged to secure the indebtedness. There can also be no assurance that a Fund will have sufficient cash flow to meet its debt service obligations. As a result, a Fund's exposure to losses may be increased due to the illiquidity of its investments generally. In addition, there can be no assurance that a Fund will be able to obtain indebtedness on terms available to any predecessor fund or to competitors, including terms that may be currently available in the market, or that indebtedness will be accessible by a Fund at any time, and to the extent that it is available there can be no assurance that such indebtedness will be on terms favorable to such Fund, including with respect to interest rates, or that such indebtedness will remain available throughout the term of such Fund.

The cost and availability of leverage is highly dependent on the state of the broader credit markets (and such credit markets may be impacted by, among other things, regulatory restrictions and guidelines), which state is difficult to accurately forecast, and at times it may be difficult to obtain or maintain the desired degree of leverage. A Fund may guaranty indebtedness (such as a guaranty of a portfolio company's debt, a letter of credit or other forms of promise to provide funding) or otherwise be liable therefor, and in such situations, it is not expected that such Fund would be compensated for providing such guaranty or exposure to such liability. While Fund-level borrowings generally will be interim in nature, asset-level leverage generally will not be subject to any limitations, including with respect to the amount of time such leverage may remain outstanding. In addition, to the extent a Fund incurs leverage, such amounts are expected to be secured by capital commitments made by such Fund's investors and such investors' contributions may be required to be made directly to the lenders instead of such Fund. In addition to the burden of debt service, the use of leverage also imposes restrictive financial and operating covenants on a portfolio company, and may impair its ability to operate its business as desired and/or finance future operations and capital needs. The leveraged capital structure of companies will increase the exposure of a Fund's investments to any deterioration in a portfolio company's condition or industry, competitive pressures, an adverse economic environment or rising interest rates and could accelerate and magnify declines in the value of such Fund's investments in the leveraged portfolio companies in a down market. In the event any portfolio company cannot generate adequate cash flow to meet its debt service, a Fund may suffer a partial or total loss of capital invested in the portfolio company, which will adversely affect the returns of such Fund. Furthermore, should the credit markets be limited or costly at the time a Fund determines that it is desirable to sell all or a part of a portfolio company, such Fund may not achieve an exit multiple or enterprise valuation consistent with its forecasts. Moreover, the companies in which a Fund will invest generally will not be rated by a credit rating agency.

In addition, a Fund is permitted to enter into net asset value or other asset-backed facilities, hybrid facilities, working capital facilities or other facilities or indebtedness to leverage investments, and any such facilities or indebtedness are expected to be collateralized by any or all investments and/or assets of a Fund on a joint and several and cross-collateralized basis and are expected to be cross-collateralized with the investments and assets of any parallel fund, alternative investment vehicle or other investment vehicle of a Fund or with the investments and/or assets of any other affiliates and such entities may be held jointly and severally liable for the full amount of the obligations arising out of such borrowings. For the avoidance of doubt, the restrictions on indebtedness of a Fund only apply to indebtedness that is secured by Commitments, and accordingly, borrowings secured by a Fund's investments and other assets would not be subject to such restrictions.

Subscription Lines. A Fund generally is authorized to enter into a subscription line with one or more lenders in order to finance its operations (including the acquisition of the Fund's investments). Fund-level borrowing subjects limited partners to certain risks and costs. For example, because amounts borrowed under a subscription line typically are secured by pledges of the relevant General Partner's right to call capital from the limited partners, limited partners generally will be obligated to contribute capital on an accelerated basis if the Fund fails to repay the amounts borrowed under a subscription line or experiences an event of default thereunder.

Moreover, any limited partner claim against the Fund would likely be subordinate to the Fund's obligations to a subscription line's creditors.

In addition, Fund-level borrowing will result in additional partnership expenses that will be borne by investors. These expenses typically include interest on the amounts borrowed, unused commitment fees on the committed but unfunded portion of a subscription line, an upfront fee for establishing a subscription line, and other one-time and recurring fees and/or expenses, as well as legal fees relating to the establishment, structuring and negotiation of the terms of the borrowing facility, as well as expenses relating to maintaining, renegotiating or terminating the facility. Because a subscription line's interest rate is based in part on the creditworthiness of the relevant Fund's limited partners and the terms of the Fund Documents, it may be higher than the interest rate a limited partner could obtain individually. To the extent a particular limited partner's cost of capital is lower than the Fund's cost of borrowing, Fund-level borrowing can negatively impact a limited partner's overall individual financial returns even if it increases the Fund's reported net returns in certain methods of calculation. Conflicts of interest have the potential to arise in that the use of Fund-level borrowing typically delays the need for limited partners to make contributions to a Fund, or results in short term gains to a Fund, which in certain circumstances enhances the relevant Fund's internal rate of return calculations and thereby will be deemed to benefit the marketing efforts of the General Partner and its affiliates and increases the likelihood that any hurdle or preferred return component in the Fund's carried interest arrangements will be met. In other circumstances, the use of Fund-level borrowing can increase the base of a Fund's Management Fee calculation, such as during periods where Management Fees are based in whole or in part on an acquisition cost that includes a borrowing component. The use of Fund-level borrowing arrangements, and the repayment or non-repayment thereof, can also influence the determination at the end of a Fund's investment period, and cause or defer a related change in the basis of the relevant Fund's Management Fee calculation under the Fund Documents. Conflicts of interest also have the potential to arise to the extent that a subscription line is used to make an investment that is later sold in part to co-investors (including one or more co-investing Funds). To the extent co-investors are not required to act as guarantors under the relevant facility or pay related costs or expenses, co-investors nevertheless stand to receive the benefit of the use of the subscription line and neither the relevant Fund nor investors generally will be compensated for providing the relevant guarantee(s) or being subject to the related costs, expenses and/or liabilities.

A credit agreement or borrowing facility frequently will contain other terms that restrict the activities of a Fund and the limited partners or impose additional obligations on them. For example, certain lenders or facilities are expected to impose restrictions on the relevant General Partner's ability to consent to the transfer of a limited partner's interest in the Fund or impose concentration or other limits on the Fund's investments, and/or financial or other covenants, that could affect the implementation of the Fund's investment strategy. In addition, in order to secure a subscription line, the relevant General Partner may request certain financial information and other documentation from limited partners to share with lenders. The General Partner will have significant discretion in negotiating the terms of any subscription line and may agree to terms that are not the most favorable to one or more limited partners. In certain circumstances, due to separate evaluations of creditworthiness by lenders or facility providers, a portfolio company or other Fund subsidiary is expected to bear higher rates under a borrowing facility than are borne by the Fund, resulting in a potential net benefit to the Fund, or additional potential liquidity constraints or other burdens on the relevant portfolio company or Fund subsidiary.

Fund-level borrowing involves a number of additional risks. For example, drawing down on a subscription line allows the General Partner to fund investments and pay partnership expenses without calling capital, potentially for extended periods of time. Calling a large amount of capital at once to repay the then current amount outstanding under a subscription line could cause short-term liquidity concerns for limited partners that would not arise had the relevant General Partner called smaller amounts of capital incrementally over time as needed by a Fund. This risk would be heightened for a limited partner with commitments to other funds that employ similar borrowing strategies or with respect to other leveraged assets in its portfolio; a single market event could trigger simultaneous capital calls, requiring the limited partner to meet the accumulated, larger capital calls at the same time. Certain General Partners are authorized to use Fund-level borrowing to pay Management Fees and to reimburse the relevant Adviser for expenses incurred on behalf of the Fund. A Fund is also authorized to utilize Fund-level borrowing when the General Partner expects to repay the amount outstanding through means other than limited partner capital, including as a bridge for equity or debt capital with respect to an investment. If the Fund ultimately is unable to repay the borrowings through those other means, limited partners would end up with increased exposure to the underlying investment, which could result in greater losses.

Control Person Liability; Risks of Non-Controlling Investments. The Equity Funds are expected to have controlling interests in, or other control rights with respect to, a number of its portfolio companies. The exercise of control over a company generally will impose additional risks of liability for, among other things, environmental damage, product defects, failure to supervise management, violation of governmental regulations (including securities laws) or other types of liability in which the limited liability generally characteristic of business ownership may be ignored. If these liabilities were to arise, a Fund would be expected to suffer a loss, which may be significant. A Fund may have a more limited ability to protect its investments in companies in which a controlling interest has not been obtained.

Limited Diversification and Impact of Regulation. A Fund is focused on investments in securities issued by companies in the media, communications, information, and business services industries and related companies, and in a limited number of companies within those industries. As a result, a Fund's investment portfolio is likely to be highly concentrated and its aggregate return generally will be affected substantially by the performance of a few holdings or an industry sector. If the overall state of those industries or specific subsectors or companies in which a Fund invests performs poorly, such Fund generally would be adversely affected. Media, communications, information, and business services industries and related companies are regulated by the U.S. Federal Communications Commission ("FCC") and other regulatory bodies. Although certain FCC rulings have created attractive investment opportunities and fueled merger and acquisition activity within the media industry, there is no assurance that future FCC regulations, or regulations established by other regulatory bodies, will continue to be favorable to the media industry. Many of the companies in which a Fund invests will be subject to regulation by the FCC and, in some cases, to other government regulation in the United States and elsewhere. The products or services of such companies are dependent upon obtaining regulatory clearances and approvals in various jurisdictions. The process of obtaining these approvals can be lengthy, expensive and uncertain, and there is no assurance that these approvals will be obtained. Failure to obtain these approvals could have a significant adverse effect on a company's performance or the ability of a Fund to dispose of its investments in the company at an attractive time or price. Furthermore, to the extent that the capital raised is less than the targeted amount, a Fund generally

would be expected to invest in fewer companies and thus be less diversified. If the overall state of these industries or specific subsectors or companies in which a Fund invests performs poorly, such Fund will be adversely affected. Moreover, certain other industry segments in which a Fund likely will invest are (or may become) (i) highly regulated at both the federal and state levels in the United States and internationally and (ii) subject to frequent regulatory change. Certain segments may be highly dependent upon various government (or private) reimbursement programs. While the Funds intend to invest in companies that seek to comply with applicable laws and regulations, the laws and regulations relating to certain industries are complex, may be ambiguous or may lack clear judicial or regulatory interpretive guidance. An adverse review or determination by any applicable judicial or regulatory authority of any such law or regulation, or an adverse change in applicable regulatory requirements or reimbursement programs, could have a material adverse effect on the operations and/or financial performance of the companies in which a Fund invests.

The SEC has indicated that it intends to seek to enact changes to numerous areas of law and regulations that would impact the business of the Advisers and the Funds. In particular, the SEC has signaled an increased emphasis on investment adviser and private fund regulation and has proposed a number of new rules that, if adopted, would impose significant changes on private fund advisers and their management of private funds, and the SEC is expected to propose additional changes in the future. Any such changes are expected to materially impact the Advisers and their affiliates, the Fund and/or its investments, as well as increasing their expenses. Significant time and resources may be required to comply with new regulations, which potentially will detract from the time and resources dedicated to the Fund.

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

Director Liability. The Fund will typically obtain the right to appoint one or more representatives to the board of directors (or similar governing body) of the companies in which it invests. Serving on the board of directors (or similar governing body) of a portfolio company exposes a Fund's representatives, and ultimately such Fund, to potential liability. Not all portfolio companies may obtain insurance with respect to such liability, and the insurance that portfolio companies do obtain may be insufficient to adequately protect officers and directors from such liability. In addition, involvement in litigation can be time consuming for such persons and can divert the attention of such persons from the Fund's investment activities.

Non-U.S. Investments. A Fund is authorized to invest, subject to certain limitations set forth in the applicable Fund Documents, in companies that are organized, headquartered or have substantial sales or operations outside of the United States, its territories, and possessions. Such investments generally are subject to certain additional risks due to, among other things, potentially unsettled points of applicable governing law, the risks associated with fluctuating currency

exchange rates, capital repatriation regulations (as such regulations may be given effect during the term of a Fund), the application of complex U.S. and non-U.S. tax rules to cross-border investments, possible imposition of non-U.S. taxes on a Fund and/or their Partners with respect to a Fund's income, and possible non-U.S. tax return filing requirements for a Fund and/or their Partners. Additional risks of non-U.S. investments include: (a) economic dislocations in the host country; (b) less publicly available information, (c) less well-developed regulatory institutions; (d) less extensive regulation of the securities markets; (e) longer settlement periods for securities transactions; (f) less developed corporate laws regarding fiduciary duties and the protection of investors; (g) less reliable and/or more restrictive laws, regulations, regulatory institutions and judicial systems; (h) greater difficulty of enforcing legal rights in a non-U.S. jurisdiction; (i) civil disturbances, (j) government and social, economic and political uncertainty, including war and evolution; (k) governmental instability, crime, corruption, terrorism and political unrest; (l) nationalization and expropriation of private assets or confiscatory taxation; (m) governmental involvement in and control over economies; (n) governmental decisions to discontinue support of economic reform programs generally and impose centrally planned economies; (o) dependence on exports and the corresponding importance of international trade; (p) differences between U.S. and non-U.S. companies may not be subject to uniform accounting, markets, including price fluctuations, market volatility, less liquidity and smaller capitalization of securities markets; (q) currency exchange rate fluctuations; (r) rates of inflation; (s) controls on, and changes in controls on, foreign investment and limitations on repatriation of invested capital and on a Fund's ability to exchange local currencies for U.S. dollars; (t) differences in auditing and financial reporting standards, practices and requirements comparable to those that apply to U.S. companies, that may result in the unavailability of material information about issuers; (u) certain considerations regarding the maintenance of a Fund's portfolio securities and cash with non-U.S. sub-custodians and securities depositories; (v) the possible imposition of non-U.S. taxes on income and gains recognized with respect to such non-U.S. investments; (w) restrictions and prohibitions on ownership of property by foreign entities and changes in laws relating thereto and (x) additional administrative burdens as a result of local legal requirements. Moreover, non-U.S. companies may not be subject to uniform accounting, auditing and financial reporting standards, practices and requirements comparable to those that apply to U.S. companies. A Fund may be adversely affected by the foregoing factors, or by future adverse developments in global or regional economic conditions or in the financial or credit markets.

A deterioration of the global credit markets will make it more difficult for investment funds such as the Fund to obtain favorable financing for investments. A widening of credit spreads, coupled with the deterioration of the sub-prime and global debt markets and a rise in interest rates, has reduced investor demand for high yield debt and senior bank debt, which in turn has led some investment banks and other lenders to be unwilling to finance new investments or to only offer committed financing for these investments on unattractive terms. The Fund's ability to generate attractive investment returns may be adversely affected to the extent the Fund is unable to obtain favorable financing terms for its investments. Moreover, to the extent that such marketplace events are not temporary and continue, they may have an adverse impact on the availability of credit to businesses generally and could lead to an overall weakening of the U.S. and global economies. Such marketplace events also may restrict the ability of the Fund to realize its investments at favorable times or for favorable prices.

Additionally, because the effectiveness of the judicial systems in the countries in which a Fund may invest varies, a Fund (or any portfolio company) may have difficulty in foreclosing or successfully pursuing claims in the courts of such countries, as compared to the United States or other countries. Further, to the extent a Fund or a portfolio company may obtain a judgment but is required to seek its enforcement in the courts of one of the countries in which such Fund invests, there can be no assurance that such courts will enforce such judgment. The laws of many nations often lack the sophistication and consistency found in the United States with respect to foreclosure, bankruptcy, corporate reorganization and creditors' rights.

Reliance on Corporate Management and Financial Reporting. Following investment, in many cases, a General Partner relies on the financial information made available by the companies in which its Fund invests. A General Partner generally does not have the ability to independently verify such financial information, and generally is dependent upon the integrity of both the management of these companies and the financial reporting process in general. Material losses can occur as a result of corporate mismanagement, fraud and accounting irregularities. Projected operating results of a company in which a Fund invests normally will be based primarily on financial projections prepared by such company's management, with adjustments to such projections made by such Fund's General Partner in its discretion. In all cases, projections are only estimates of future results that are based upon information received from the company and third parties and assumptions made at the time the projections are developed. There can be no assurance that the results set forth in the projections will be attained, and actual results often will be significantly different from the projections. Also, general economic factors, which are not predictable, typically have a material effect on the reliability of projections.

Dilution. Limited partners admitted or that increase their commitments to a Fund at subsequent closings participate in then- existing investments of such Fund, thereby diluting the interest of existing limited partners in such investments. Although any such new limited partner is required to contribute its pro rata share of previously made capital contributions, there can be no assurance that this contribution reflected the fair value of a Fund's existing investments at the time of such contributions.

Need for Follow-On Investments/Additional Capital. Following its initial investment in the securities of a company, a Fund may decide to make additional investments in such securities or otherwise increase its investment in a portfolio company (whether for opportunistic reasons, to fund the needs of the business, as an equity cure under applicable debt documents or for other reasons). There is no assurance that a Fund will make follow on investments or that a Fund will have sufficient funds to make all or any of such investments or that a Fund will otherwise be permitted to make follow on investments in light of investment size-related investment limitations set forth in the relevant Fund Documents. Any decision by a Fund not to make follow on investments or its inability to make such investments may have a substantial negative effect on a company in need of such an investment (including an event of default under applicable debt documents in the event an equity cure cannot be made). Additionally, such failure to make such investments may result in a lost opportunity for a Fund to increase its participation in a successful company or the dilution of a Fund's ownership in a company if a third party or co-investor invests in such company. In addition, certain of a Fund's portfolio investments, particularly those in "platform" phase, may need additional capital to sustain their working capital needs and/or acquisition strategies. The amount of such additional capital needed will depend upon the maturity

and objectives of the particular portfolio company. Each such round of financing (whether from a Fund or other investors) is typically intended to provide a portfolio company with enough capital to reach the next major corporate milestone. If the funds provided by a Fund are not sufficient, or if a Fund is unable to provide additional capital, a portfolio company may have to raise further capital at a price unfavorable to existing investors, including such Fund. To the extent a portfolio company in which a Fund invested receives additional funding in subsequent financings and such Fund does not participate in such additional financing rounds, the interests of such Fund in such portfolio company would be diluted.

Recourse to the Fund's Assets. A Fund's assets, including any investments and any funds held by a Fund, are available to satisfy all liabilities and other obligations of such Fund, including indemnification of the applicable General Partner, ABRY and others as provided in the relevant Fund Documents or certain other contractual counterparty arrangements. If a Fund becomes subject to a liability, parties seeking to have the liability satisfied generally will have recourse to such Fund's assets generally and may not be limited to any particular asset, such as the investment giving rise to the liability.

Withholding and Other Taxes. Each General Partner intends to structure its Fund's investments in a manner that is intended to achieve such Fund's investment objectives. There can be no assurance, however, that the structure of any investment will be tax efficient for any particular investor or that any particular tax result will be achieved. Also, tax reporting requirements may be imposed on investors under the laws of the jurisdictions in which investors are liable to taxation or in which a Fund makes portfolio investments. No assurances can be given that current tax laws, rulings, and regulations will not be changed during the life of a Fund. Prospective investors should consult their own professional advisors with respect to the tax consequences to them of an investment in a Fund under the laws of the jurisdiction in which they are liable to taxation. Furthermore, a Fund's returns in respect of its investments may be reduced by withholding or other taxes imposed by jurisdictions in which a Fund's companies are organized. In addition, certain of a Fund's portfolio investments may be issued with "original issue discount" or may result in the receipt of ordinary dividend income without a corresponding receipt of cash or property. Moreover, a Fund may be permitted (but not required) to reinvest, rather than distribute, income and proceeds during such Fund's investment period, subject to the terms of such Fund's Partnership Agreement. Consequently, an investor's share of taxable income of a Fund for a particular period (and possibly the income tax payable with respect to that income) may exceed the cash or other property distributed by the Fund to such investor in respect of that period.

Material, Non-Public Information; Other Regulatory Restrictions. From time to time a General Partner or its affiliates may be in possession of material, nonpublic information concerning the issuer of securities in which a Fund (or an investment vehicle advised by an ABRY I Adviser or ABRY II Adviser) has invested, or in which it intends to invest. The possession of such information may limit the ability of a Fund to buy or sell such securities even if such information was obtained in the context of the investment activities of other Private Investment Funds. Consequently, a Fund 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 on account of applicable securities laws or such Fund's internal policies. Accordingly, a Fund may be required to refrain from buying or selling such securities or other instruments at times when a General Partner might otherwise wish such Fund to buy or sell such securities or other instruments.

Similarly, anti-money laundering, anti-boycott and economic and trade sanction laws and regulations in the United States and other jurisdictions may prevent ABRY or the Funds from entering into transactions with certain individuals or jurisdictions. The United States Department of the Treasury's Office of Foreign Assets Control ("OFAC") and other governmental bodies administer and enforce laws, regulations and other pronouncements that establish economic and trade sanctions on behalf of the United States. Among other things, these sanctions may prohibit transactions with or the provision of services to, certain individuals or portfolio companies owned or operated by such persons, or located in jurisdictions identified from time to time by OFAC. Additionally, antitrust laws in the United States and other jurisdictions give broad discretion to the U.S. Federal Trade Commission, the U.S. Department of Justice and other U.S. and non- U.S. regulators and governmental bodies to challenge, impose conditions on, or reject certain transactions. In certain circumstances, antitrust restrictions relating to one Fund's acquisition of a portfolio company may preclude other Funds from making an attractive acquisition or require one or more other Funds to sell all or a portion of certain portfolio companies owned by them.

As a result of any of the foregoing, a Fund may be adversely affected because of ABRY's inability or unwillingness to participate in transactions that may violate such laws or regulations, or by remedies imposed by any regulators or governmental bodies. Any such laws or regulations may make it difficult or may prevent a Fund from pursuing investment opportunities, require the sale of part or all of certain portfolio companies on a timeline or in a manner deemed undesirable by ABRY or may limit the ability of one or more portfolio companies from conducting their intended business in whole or in part. Consequently, there can be no assurance that any Fund will be able to participate in all potential investment opportunities that fall within its investment objectives.

CFIUS and National Security Clearance Considerations. Certain investments are expected to be subject to or require review and approval by the U.S. Committee on Foreign Investment in the United States ("CFIUS"), such as where CFIUS-related laws, regulations or guidance deem non-U.S. persons or entities under their control (such as a Fund, co-investors and/or rollover sellers) to be acquiring a U.S. business (including a business with assets, employees, facilities, and/or operations in the United States). CFIUS has the authority to review proposed or existing transactions or investments or to seek to impose limitations on or prohibit investments, and CFIUS filings and other considerations can materially impact transaction timing, feasibility, certainty and costs. In certain circumstances, CFIUS considerations have the potential to prevent a Fund from maintaining or pursuing investments, or limit the universe of available buyers for an existing investment. Any of these factors have the potential to adversely affect a Fund's performance, and the likelihood that CFIUS considerations will be implicated is expected to increase where non-U.S. limited partners comprise a substantial percentage of a Fund. Under the Fund Documents, the relevant General Partner generally is authorized, although not required, to excuse or otherwise limit non-U.S. limited partners' ability to invest in U.S. businesses (or to exercise voting or advisory board rights with respect thereto) in order to anticipate or comply with CFIUS considerations. However, there can be no assurance that invoking any such excuse provisions or other limitations will allow the Fund to proceed with or maintain any investment, or to avoid losses relating thereto. Similar considerations are expected to apply with respect to reviews by non-U.S. national security or investment clearance regulators.

Limited Access to Information. Limited partners' rights to information regarding a Fund, the relevant General Partner or the Management Company generally will be specified, and in many cases strictly limited, by the Fund Documents. In particular, it is anticipated that the General Partner and its affiliates will obtain certain types of material information from or relating to a Fund's investments that will not be disclosed to limited partners because such disclosure is prohibited, including as a result of contractual, legal or similar obligations outside of the Management Company's control. Decisions by the Management Company or its affiliates to withhold information may have adverse consequences for limited partners in a variety of circumstances. For example, a limited partner that seeks to transfer its interest in a Fund may have difficulty in determining an appropriate price for such interest. Decisions to withhold information may also make it difficult for a limited partner to monitor the Management Company and its performance. Additionally, it is anticipated that limited partners that designate representatives to participate on a Fund's advisory board generally may, by virtue of such participation, have more or earlier information about a Fund and its investments in certain circumstances than other limited partners. Limited partners generally will bear the expenses of responding to disclosure requests, including in connection with state public records, similar freedom of information and other laws, whether or not the relevant Fund succeeds in asserting confidentiality for requested documents and other materials, and the Management Company reserves the right to withhold certain information from investors subject to such laws for reasons relating to the Management Company's public reputation, business strategy or other reasons.

Absence of Statutory Regulation. The Funds are not registered under the Investment Company Act, or any similar state or non-United States statute, rule or regulation. Accordingly, the protections offered by the Investment Company Act will not be available to the Partners or a Fund.

Enhanced Scrutiny and Certain Effects of Potential Regulatory Changes. There continues to be significant discussion regarding enhanced governmental scrutiny and increased regulation of the private funds industry. There can be no assurance that any such scrutiny or regulation will not have an adverse impact on a Fund's activities, including the ability of such Fund to effectively and timely address such regulations, implement operating improvements or otherwise execute its investment strategy or achieve its investment objectives. The combination of recent scrutiny of private funds firms (along with other alternative asset managers) and their investments by various politicians, regulators and market commentators, and the public perception that certain alternative asset managers, including private funds firms, contributed to the 2008 downturn in the U.S. and global financial markets, may complicate or prevent a Fund's efforts to structure, consummate and/or exit investments, both in general and relative to competing bidders outside of the alternative asset space. As a result, a Fund may invest in fewer transactions or incur greater expenses or delays in completing or exiting investments than it otherwise would have.

Uncertain Economic, Social and Political Environment. The current global economic and political climate is one of uncertainty. Major disruptions in credit markets and uncertainties relating to sovereign debts and economic stability, as well as acts of terrorism in the United States, the threat of additional terrorist strikes and the fear of a prolonged global conflict have exacerbated volatility in the financial markets and can cause consumer, corporate and financial confidence to weaken, increasing the risk of a "self-reinforcing" economic downturn. The availability of credit for consumers, homeowners and businesses, including credit used to acquire businesses, continues

to be restricted. This may have an adverse effect on the economy generally and on the ability of a Fund and its portfolio companies to execute their respective strategies and to receive an attractive multiple of earnings on the disposition of their businesses. A climate of uncertainty may reduce the availability of potential investment opportunities, result in longer holding periods for investments and increases the difficulty of modeling market conditions, potentially reducing the accuracy of financial projections. Furthermore, such uncertainty may have an adverse effect upon portfolio companies in which a Fund makes investments.

Environmental, Social and Governance (“ESG”) Matters. ABRY maintains an ESG policy and seeks to integrate certain ESG factors into its investment process in accordance with its policy and subject to its fiduciary duty and any applicable legal, regulatory or contractual requirements. There is no guarantee that ABRY will be able successfully to implement its ESG policy while achieving its investment strategy. In addition, applying ESG factors to investment decisions is qualitative and subjective by nature, and there is no guarantee that the criteria utilized by ABRY, or any judgment exercised by ABRY, will reflect the beliefs or values of any particular investor. There are also significant differences in interpretations of what ESG characteristics mean by region, industry and topic, as well as the interpretations of their scope and materiality. ABRY’s interpretations and decisions are expected to differ from others’ views and could also evolve over time. In addition, in evaluating an investment, ABRY expects to depend upon information and data provided by a number of sources, including the relevant investments and/or various reporting sources which could be incomplete, inaccurate or unavailable, and which could cause ABRY to incorrectly assess a company’s ESG practices and/or related risks and opportunities. ABRY does not intend independently to verify all ESG information reported by investments or third parties. Further, considering ESG qualities when evaluating an investment could result in the selection or exclusion of certain investments based on ABRY’s view of certain ESG-related and other factors and could cause the relevant Funds not to make an investment that they would have made or to make a management decision with respect to an investment differently than they would have made in the absence of the ESG Policies. For avoidance of doubt, however, ABRY does not expect to subordinate a Fund’s investment returns or increase a Fund’s investment risks as a result of (or in connection with) the consideration of any ESG factors.

Further, ESG practices are evolving rapidly and there are different principles, frameworks, methodologies, and tracking tools being implemented by other asset managers, and ABRY’s adoption and adherence to various such principles, frameworks, methodologies and tools is expected to vary over time. There is also a growing regulatory interest across jurisdictions in improving transparency regarding the definition, measurement and disclosure of ESG factors. ABRY’s ESG policies could become subject to additional regulation in the future, and ABRY cannot guarantee that its current approach will meet future regulatory requirements or predict the manner in which any such future requirements (including any enforcement with respect thereto) could affect a Fund or its investments, including with respect to future administrative burdens and costs.

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

In an effort to contain such health emergencies, national, regional and local governments, as well as private businesses and other organizations, have taken and have the potential to take restrictive measures, including instituting local and regional quarantines, restricting travel (including closing certain international borders), prohibiting public activity (including “stay-at-home” and similar orders), and ordering the closure of large numbers of offices, businesses, schools, and other public venues. Any such measures have the potential to significantly diminish economic production and activity of all kinds and contribute to volatility in financial markets, demand across categories of consumers and businesses, as well as in the credit and capital markets. Restrictive measures, whether on an initial or re-imposed basis, also have the potential to cause labor force and operational disruptions, slowing or complete idling of certain supply chains and manufacturing activity, increases in unemployment levels, and strain and uncertainty for businesses and households, with a particularly acute impact on industries dependent on travel and public accessibility, such as transportation, hospitality, tourism, retail, sports and entertainment.

The ultimate impact of any such health emergency — and any resulting decline in economic and commercial activity — on global economic conditions, and on the operations, financial condition and performance of any particular industry or business, is impossible to predict, but could have a significant adverse impact and result in significant losses to the Funds. The extent of the impact on the Funds’ and their portfolio companies’ operational and financial performance will depend on many factors, all of which are highly uncertain and cannot be predicted, and this impact may include significant reductions in revenue and growth, unexpected operational losses and liabilities, impairments to credit quality and reductions in the availability of capital. These same factors may limit the ability of the Funds to source, diligence and execute new investments and to manage, finance and exit investments in the future, and governmental mitigation actions may constrain or alter existing financial, legal and regulatory frameworks in ways that are adverse to the investment strategy the Funds intend to pursue, all of which could adversely affect the Funds’ ability to fulfill their investment objectives. They may also impair the ability of portfolio companies or their counterparties to perform their respective obligations under debt instruments and other commercial agreements (including their ability to pay obligations as they become due), potentially leading to defaults with uncertain consequences. In addition, the operations of the Funds, their portfolio companies and the Advisers may be significantly impacted, or even temporarily or permanently halted, as a result of any such health emergencies, or any measures, restrictions, remote-working requirements and other factors related thereto, including its potential adverse impact on the health of any such entity’s personnel. These measures may also hinder such entities’ ability to conduct their affairs and activities as they normally would, including by impairing usual communication channels and methods, hampering the performance of administrative functions such as processing payments and invoices, and diminishing their ability to make accurate and timely projections of financial performance.

Inflation. Certain countries have experienced and could in the future experience substantial, and in some periods extremely high, rates of inflation. Inflation and rapid fluctuations in inflation rates have had and may continue to have very negative effects on the economies and securities markets (both public and private) of certain countries in which the Funds may invest. Inflation rates may continue to increase in the future, and government measures to control inflation, adopted presently or in the future, remain uncertain. Measures taken by the governments to control inflation potentially include maintaining a tight monetary policy with high interest rates, thereby restricting the availability of credit and hindering economic growth. Inflation, measures to combat inflation

and public speculation about possible additional actions have contributed materially to economic uncertainty in many countries. Inflation could significantly increase the Funds' costs of operations, adversely impact the availability of suitable investments or the performance thereof, and otherwise impact the Funds' financial condition. There can be no assurance that high rates of inflation will not have a material adverse effect on the investments of the Funds.

Market Conditions. The capital markets have experienced great volatility and financial turmoil. Moreover, governmental measures undertaken in response to such turmoil (whether regulatory or financial in nature) may have a negative effect on market conditions. General fluctuations in the market prices of securities and economic conditions generally may reduce the availability of attractive investment opportunities for a Fund and may affect a Fund's ability to make investments. Instability in the securities markets and economic conditions generally (including a slow-down in economic growth and/or changes in interest rates or foreign exchange rates) may also increase the risks inherent in a Fund's investments and could have a negative impact on the performance and/or valuation of portfolio companies. A Fund's performance can be affected by deterioration in the capital markets and by market events, such as the onset of the credit crisis in the summer of 2007 or the downgrading of the credit rating of the United States in 2011, which, among other things, can impact the public market comparable earnings multiples used to value privately held portfolio companies and investors' risk-free rate of return. Movements in foreign exchange rates may adversely affect the value of investments in portfolio companies and a Fund's performance. Volatility and illiquidity in the financial sector may have an adverse effect on the ability of a Fund to sell and/or partially dispose of its portfolio company investments. Such adverse effects may include the requirement of a Fund to pay break-up, termination or other fees and expenses in the event a Fund is not able to close a transaction (whether due to the lenders' unwillingness to provide previously committed financing or otherwise) and/or the inability of a Fund to dispose of investments at prices that the General Partner believes reflect the fair value of such investments. The impact of market and other economic events may also affect a Fund's ability to raise funding to support its investment objective and also the level of profitability achieved on realization of investments.

General Partner's Interest. The capital contribution of a General Partner represents only a small portion of a Fund's capital. Distributions of income and gains to limited partners may be proportionally less than those corresponding to their aggregate capital commitments, and the income and gains to a General Partner may be proportionally greater than those corresponding to its capital commitment.

Indemnification. A Fund will be required to indemnify certain persons to the extent set forth in the applicable Partnership Agreement. Such liabilities have the potential to be material and have an adverse effect on the returns to the Fund's limited partners. As a result, limited partners generally will have a more limited right of action in certain cases than they would have in the absence of such provision. For example, in their capacity as directors of portfolio companies, the partners or affiliates of a Fund's General Partner may be subject to derivative or other similar claims brought by shareholders of such companies. The indemnification obligation of a Fund would be payable from the assets of such Fund, including the unfunded commitments of the limited partners. If the assets of a Fund are insufficient to pay any such indemnification obligations, the applicable General Partner may recall distributions previously made to the limited partners to pay such obligations (subject to certain limitations set forth in the applicable Partnership Agreement).

Such liabilities of a Fund may not be resolved prior to the date that such Fund will be dissolved, either by expiration of such Fund's term or otherwise. Furthermore, as a result of the provisions contained in the applicable Partnership Agreement, the limited partners may have a more limited right of action in certain cases than they would in the absence of such limitations. It should be noted that the applicable General Partner may cause the applicable Fund to purchase insurance for such Fund, such General Partner and their employees, agents and representatives. Any money paid to a General Partner or certain related persons will reduce amounts that would otherwise be payable to the limited partners and such indemnification obligations could materially impact the returns to limited partners.

Transfer by General Partner. To the extent a General Partner, its partners and/or their respective affiliates commit to make an investment in a Fund, a participation in or a portion of such investment may thereafter be transferred to others, subject to certain limitations thereon in the applicable Partnership Agreement.

Limited Transferability of Fund Interests. There is no public market for Fund interests, and none is expected to develop. Each Fund investor will be required to represent that it is a qualified investor under applicable securities laws (including its status as an "accredited investor" as defined under the Securities Act and a "qualified purchaser" as defined under the Investment Company Act) and that it is acquiring its limited partnership interest in a Fund for investment purposes and not with a view to resale or distribution. Further, each Fund investor must represent that it will only sell or transfer its limited partnership interest in the applicable Fund with the prior written consent from such Fund's General Partner to a qualified investor under applicable securities laws and in a manner permitted by the applicable Partnership Agreement and consistent with those laws. There are substantial restrictions upon the transferability of Fund interests under the applicable Partnership Agreements and applicable securities laws. There are substantial restrictions upon the transferability of Fund interests under the Partnership Agreement and applicable securities laws. In general, withdrawals of Fund interests are not permitted. In addition, Fund interests are not redeemable.

Restricted Nature of Investment Positions. Generally, there will be no readily available market for Fund investments, and hence, most of the Funds' investments will be difficult to value. Certain investments may be distributed in kind to limited partners. Consequently, Fund investors may not be able to liquidate their investments prior to the end of a Fund's life and must be prepared to bear the risks of an investment in such Fund for an extended period of time.

Significant Adverse Consequences for Default. The Partnership Agreement provides for significant penalties and other adverse consequences in the event a limited partner defaults on its Commitment or any other payment obligation. In addition to losing its right to potential distributions from a Fund, a defaulting limited partner may be forced to forfeit a substantial portion of its capital account or transfer its interest in a Fund for an amount that is less than the fair market value of such interest and that may be paid over a period of up to ten years, without interest. If a Fund investor fails to pay when due installments of its commitment to a Fund, and the contributions made by non-defaulting Fund investors and borrowings by such Fund are inadequate to cover the defaulted capital contribution, such Fund may be unable to pay its obligations when due. As a result, such Fund may be subjected to significant penalties that could materially adversely affect the returns to the Fund investors (including non-defaulting Fund investors).

Issuer Fraud; Breach of Covenant. The Funds will generally seek to obtain structural, covenant and other contractual protections with respect to the terms of their investments as determined appropriate under the circumstances. There can be no assurance that such attempts to provide downside protection with respect to the Funds' investments will achieve their desired effect and potential investors should regard an investment in the Fund as being speculative and having a high degree of risk. Of paramount concern in the Funds' investments is the possibility of material misrepresentation or omission on the part of the company. The Funds will rely upon the accuracy and completeness of representations made by companies to the extent reasonable when it makes its investment decisions, but cannot guarantee such accuracy or completeness.

U.S. Federal Commodities Regulation. The Funds may trade in instruments regulated by the U.S. Commodity Futures Trading Commission (the "CFTC"), and in such event (unless otherwise notified to limited partners) a General Partner and/or its affiliates intend to qualify for an applicable exemption from registration with the CFTC as a commodity pool operator ("CPO") with respect to a Fund pursuant to an exemption under CFTC Regulation 4.13(a)(3), which requires filing a notice of exemption with National Futures Association and renewing such filing annually. Unlike a registered CPO, a General Partner of a Fund and/or such affiliates are not required to deliver a CFTC-compliant disclosure document (as described in Part 4 of the CFTC's regulations) and a certified annual report to investors. Nonetheless, each relevant General Partner does intend to provide investors with annual audited financial statements and the reports described in the Partnership Agreement. A General Partner and/or its affiliates may pursue an alternative exemption from CPO registration if 4.13(a)(3) becomes unavailable, or register with the CFTC as a CPO.

In order to qualify for the exemption from CPO registration pursuant to CFTC Regulation 4.13(a)(3), (i) the relevant limited partner interests must be exempt from registration under the Securities Act and not publicly marketed in the United States; (ii) with respect to the relevant Fund's positions in CFTC-regulated instruments either: (A) the aggregate initial margin and related amounts required to establish such positions must not exceed 5% of the liquidation value of the Fund's portfolio, after taking into account unrealized profits and unrealized losses on any such positions; or (B) the aggregate net notional value of such positions, determined at the time the most recent position was established, must not exceed 100% of the liquidation value of the Fund's portfolio, after taking into account unrealized profits and unrealized losses on any such positions; (iii) the General Partner must reasonably believe, at the time of the investment, that each participant in the Fund is either an "accredited investor," as that term is defined in Regulation D under the 1933 Act; a trust that is not an accredited investor but that was formed by an accredited investor for the benefit of a family member; a "knowledgeable employee," as defined in Rule 3 c-5 under the Investment Company Act; or a "qualified eligible person," as that term is defined in CFTC Regulation 4.7; and (iv) the interests must not be marketed as or in a vehicle for trading in the commodity futures, commodity options, or swaps markets.

Cybersecurity Risks. Recent events have illustrated the ongoing cybersecurity risks to which operating companies are subject, particularly operating companies in historically vulnerable industries. To the extent that a portfolio company, Fund, General Partner, ABRY or one or more of their respective service providers is subject to cyber-attack or other unauthorized access is gained to their systems, substantial losses may occur in the form of stolen, lost or corrupted: (i) data or payment information; (ii) financial information; (iii) software, contact lists or other

databases; (iv) proprietary information or trade secrets; or (v) other items. If technology systems are compromised, become inoperable for extended periods of time or cease to function properly, ABRY, the Funds and/or portfolio companies may incur significant time or expense to fix or replace them and to seek to remedy the effects of such issues. The failure of these systems and/or of disaster recovery plans for any reason could cause significant interruptions in ABRY's, the Funds', portfolio companies' and/or service providers' operations, including the ability to make distributions to limited partners, and result in a failure to maintain the security, confidentiality or privacy of sensitive data, including personal information relating to investors (and the beneficial owners of investors). In certain events, a failure or deemed failure to address and mitigate cybersecurity risks may be the subject of civil litigation or regulatory or other action. The use of internet- or cloud-based programs, technologies and data storage applications generally heightens these risks, and the risks of attack are expected to be heightened in remote work environments. Any of such circumstances could subject a portfolio company, or the relevant Fund, to substantial losses, including losses relating to: misappropriation of assets, intellectual property or confidential information; corruption, deletion or destruction of data; physical damage and repairs to systems; reputational harm; financial losses from remedial actions; and/or disruption of operations. Third parties, including activist, criminal, nation-state or terrorist actors, may also attempt fraudulently to induce portfolio companies or their personnel to disclose sensitive information (including passwords) in order to gain access to data, accounts, funds or other assets, or otherwise to inflict harm. In addition, in the event that such a cyber-attack or other unauthorized access is directed at ABRY or one of its service providers holding its financial or investor data, ABRY, its affiliates or the Funds may also be at risk of loss, despite efforts to prevent and mitigate such risks under ABRY's policies and practice.

Privacy and Data Protection Law Compliance Risk. The adoption, interpretation and application of consumer protection, data protection and/or privacy laws and regulations in the United States, Europe and other jurisdictions (collectively, "**Privacy Laws**") could significantly impact current and planned privacy and information security related practices, the collection, use, sharing, retention and safeguarding of personal data and current and planned business activities of ABRY, the relevant general partner, the Private Investment Funds and/or their portfolio companies, and increase compliance costs and require the dedication of additional time and resources to compliance for such entities. A failure to comply with such Privacy Laws by any such entity or their service providers could result in fines, sanctions or other penalties, which could materially and adversely affect the results of operations and overall business, as well as have a negative impact on reputation and Fund performance. As Privacy Laws are implemented, interpreted and applied, compliance costs for ABRY, the relevant general partners, the Private Investment Funds and/or their portfolio companies, are likely to increase, particularly in the context of ensuring that adequate data protection and data transfer mechanisms are in place.

Certain jurisdictions, including U.S. states, have proposed, adopted or are considering similar Privacy Laws, which if enacted could impose significant costs, potential liabilities and operational and legal obligations. Such Privacy Laws and regulations are expected to vary from jurisdiction to jurisdiction, thus increasing costs, operational and legal burdens, and the potential for significant liability for regulated entities, which could include ABRY, the general partners, the Private Investment Funds and/or their portfolio companies.

Hedging Arrangements; Related Regulations. A General Partner is authorized (but not obligated) to endeavor to manage the relevant Fund's or any portfolio company's currency exposures, interest rate exposures or other exposures, using hedging techniques where available and appropriate. The Fund may incur costs related to such hedging arrangements, which may be undertaken in exchange traded or over the counter contexts, including futures, forwards, swaps, options and other instruments. There can be no assurance that adequate hedging arrangements will be available on an economically viable basis or that such hedging arrangements will achieve the desired effect, and in some cases hedging arrangements may result in losses greater than if hedging had not been used. In some cases, particularly in over-the-counter contexts, hedging arrangements will subject the Fund to the risk of a counterparty's inability or refusal to perform under a hedging contract, or the potential loss of assets held by a counterparty, custodian or intermediary in connection with such hedging. Over-the-counter contracts may expose the Fund to additional liquidity risks if such contracts cannot be adequately settled. Losses may result to the extent that the CFTC or other regulator imposes position limits or other regulatory requirements on such hedging arrangements, including under circumstances where the ability of a Fund or a portfolio company to hedge its exposures becomes limited by such requirements.

LIBOR, and Other Benchmark Interest Rates. To the extent the Funds' investments (whether made, acquired or otherwise) are subject to a variable interest rate based on (or calculated with reference to) the London Interbank Offered Rate ("LIBOR"), the Euro Interbank Offered Rate ("EURIBOR"), the Canadian Dollar Offered Rate ("CDOR") or any other offered rate, benchmark or index (collectively, "**Benchmark Rates**"), the Funds will be subject to certain material risks, some of which are described below.

Certain Benchmark Rates have historically been, and may presently be, and/or may in the future become, the subject of manipulation, regulatory scrutiny and/or reform, phase-out, permanent discontinuation, replacement, tremendous volatility, and other change(s) which may have resulted and/or may result in: (i) any Benchmark Rate being artificially lower (or higher) than it otherwise would have been; (ii) changes to the applicable calculation methodology; and/or (iii) market uncertainty as to the current and/or future status of any such Benchmark Rate. To the extent any Fund bears investment bears interest based on (or calculated with reference to) a Benchmark Rate, any such investment may not appropriately embed a return that is commensurate with its risk exposure.

The UK Financial Conduct Authority has announced its intention to cease compelling panel banks to submit quotes for LIBOR and phase-out the LIBOR Benchmark Rate by the end of 2021. There is currently no consensus on which Benchmark Rate(s) will replace LIBOR after it is phased-out and there can be no assurance that any such replacement Benchmark Rate(s) will attain market acceptance. Any transition away from LIBOR to one or more alternative Benchmark Rates is complex and could have a material adverse effect on the Funds' business, financial condition and results of operations, including, without limitation, as a result of any changes in the pricing and/or availability of investments, negotiations and/or changes to the documentation for certain of the Funds' investments, the pace of such changes, disputes and other actions regarding the interpretation of current and prospective loan documentation, basis risks between investments and hedges, basis risks within investments (e.g., securitizations) and/or costs of modifications to processes and systems.

The Advisers have no or limited prior experience in investing during a period of Benchmark Rate transition and there can be no assurance that the Advisers will be able to manage the Funds' business in a profitable manner before, during or after such transition.

United Kingdom (“UK”) Exit from the European Union (the “EU”).

The UK formally left the EU on January 31, 2020 (“**Brexit**”). After this, the UK entered into a transition period during which the majority of the existing EU rules continued to apply in the UK. Following the end of the transition period on December 31, 2020, EU rules ceased to apply in the UK.

Although the terms of the UK's future relationship with the EU were agreed in a trade and cooperation agreement signed on December 30, 2020, this did not include an agreement on financial services. In the absence of a formal agreement on this issue, UK firms in the financial sector have more limited access to the EU market than prior to Brexit and EU firms similarly have more limited access to the UK, owing to the loss of passporting rights under applicable EU and UK legislation. Alternative arrangements and structures may allow for the provision of cross-border marketing and services between the EU and UK, but these are subject to legal uncertainty and the risk that further legislative and regulatory restrictions could be imposed in the future.

As a result of the onshoring of EU legislation in the UK, UK firms are currently subject to substantially many of the same rules and regulations as prior to Brexit. However, the UK government has stated its intention to recast onshored EU legislation as part of UK legislation and regulation, which could result in substantive changes to regulatory requirements in the UK. It remains to be seen to what extent the UK may elect to implement or mirror future changes in the EU regulatory regime, or to diverge from the current EU-influenced regime over time. It is possible that the EU may respond to UK initiatives by restricting third country access to EU markets. If the regulatory regimes for EU and UK financial services change or diverge further, this could have an adverse impact on any Fund and its investments, including the ability of a Fund to achieve its investment objectives in whole or in part (for example, owing to increased costs and complexity and/or new restrictions in relation to cross-border access between the EU and non-EU jurisdictions).

The legal, political and economic uncertainty and disruption generally resulting from Brexit may adversely affect both EU- and UK-based businesses. Brexit has already led to disruptions in trade as businesses attempt to adapt cross-border procedures and rules applicable in the UK and in the EU to their activities, products, customers, and suppliers. Continuing uncertainty and the prospect of further disruption may result in an economic slowdown and/or a deteriorating business environment in the UK and in one or more EU Member States.

Russia-Ukraine Conflict. The ongoing military conflict between Russia and the Ukraine has caused disruption to global financial systems, trade and transport, among other things. In response, multiple other countries have put in place global sanctions and other severe restrictions or prohibitions on the activities of individuals and businesses connected to Russia. However, the ultimate impact of the Russia-Ukraine conflict and its effect on global economic and commercial activity and conditions, and on the operations, financial condition and performance of the Funds

or any particular industry, business or investee country and the duration and severity of those effects, is impossible to predict.

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

Financial Institution Risk; Distress Events. An investment in a Fund is subject to the risk that one or more of the Fund's banks, brokers, hedging counterparties, lenders to or other custodians of some or all of the Fund's assets (each, a "**Financial Institution**") fails to perform its obligations or experiences insolvency, closure, receivership or other financial distress or difficulty (each, a "**Distress Event**"). Distress Events can be caused by various factors, including eroding market sentiment, significant withdrawals (e.g., a bank run in which depositors collectively withdraw their balances within a short period of time), fraud, malfeasance, poor performance or accounting irregularities. In the event a Financial Institution experiences a Distress Event, ABRY, the Private Investment Funds and/or their portfolio companies may not be able to access deposits, borrowing facilities or other services for an extended period of time or ever. Although assets held by regulated Financial Institutions in the United States frequently are insured up to stated balance amounts by organizations such as the Federal Deposit Insurance Corporation, in the case of banks, or the Securities Investor Protection Corporation, in the case of certain broker-dealers, amounts in excess of the relevant insurance (including fund assets maintained with qualified custodians pursuant to Rule 206(4)-2 under the Advisers Act) are subject to risk of loss, and any non-U.S. Financial Institutions that are not subject to similar regimes pose increased risk of loss. Although in recent years governmental intervention has resulted in additional protections for depositors, there can be no assurance that governmental intervention will be successful or avoid the risk of loss, substantial delays or negative impact on banking or brokerage conditions or markets.

Any Distress Event has a potentially adverse effect on the ability of ABRY to manage the Private Investment Funds and their investments, and on the ability of ABRY, any Private Investment Fund and/or portfolio companies to maintain operations, which in each case could result in significant losses and unconsummated investment acquisitions and dispositions. ABRY is under no obligation to use a minimum number of Financial Institutions with respect to any Private Investment Fund or to maintain account balances at or below the relevant insured amounts. Furthermore, such balances maintained by ABRY and the Private Investment Funds are generally expected to fluctuate, including with respect to the Private Investment Funds in connection with capital calls to limited partners and dispositions of investments, and certain balances from time to time will substantially exceed applicable deposit insurance.

U.S. Taxation of Carried Interest. U.S. federal income tax law treats certain allocations of capital gains to service providers by partnerships such as the Private Investment Funds as short-term capital gain (taxed at higher ordinary income rates) unless the partnership has held the asset

that generated such gain for more than three years. Additionally, Congress has considered proposed legislation that would treat certain income allocations to service providers by partnerships such as the Fund (including any carried interest) as ordinary income for U.S. federal income tax purposes that under current law are treated as an allocation of the partnership's income (and which may be taxed at lower rates than ordinary income). Such rules, as well as any such legislation that may be enacted in the future, could apply to reduce the after-tax returns of individuals associated with a Fund, its general partner, or ABRY who were or may in the future be granted direct or indirect interests in carried interest, which could make it more difficult for a general partner and its affiliates to incentivize, attract and retain individuals to perform services for a Fund. This creates potential incentives for the Advisers to cause a Fund to hold investments for a longer period than would be the case if such greater-than-three-year holding period requirement did not exist.

Secondaries and other GP-Led Transactions. There continues to be a significant market in the private fund sector for secondary sales, GP-led transactions, continuation funds, successor fund investments and other transactions for the disposition of investments. Many of these transactions involve an auction process run by an investment bank and a buyer (or buyer group) that agrees to purchase a portion of one or more investments that will continue to be managed by the Advisers following the transaction. Such transactions are undertaken for various reasons, including, for example, to balance competing interests between offering liquidity to existing limited partners and maintaining exposure to an asset where an Adviser believes there is the potential for additional value generation. Where undertaken, existing limited partners typically are offered certain options relating to receiving liquidity from the transaction or continuing to maintain exposure to the asset, assets or a new portfolio of assets (including a portfolio that combines assets from multiple Funds sponsored by the Advisers and its affiliates). However, certain of such transactions are expected to require a limited partner to invest additional capital in the existing Fund and/or other investment vehicles, a greater exposure to one or more particular portfolio company, and/or a delay in the full liquidation of its investment. In other circumstances, even limited partners that elect to continue to hold a direct or indirect interest in the relevant portfolio company will have their interest adjusted as if distributed (i.e., a portion of such interest will be allocated to the relevant General Partner to the extent of its right to receive carried interest, if any), effectively diluting their interests.

Each of these transactions has the potential for conflicts between the interests of a Fund or limited partner and those of the Advisers or any buyer group that typically are not applicable to more traditional investment sales. For example, in circumstances where an Adviser or an affiliate will continue to manage and receive fees and/or performance-based compensation relating to the subject assets following the transaction, their incentives are expected to diverge from those of limited partners who elect to sell their interests. Similarly, there are potential conflicts of interest among the selling Fund, an Adviser, the relevant General Partner and any buyer group relating to the valuation and consideration offered for the investment(s) subject to the transaction. Further, the relevant General Partner is expected to be incentivized to make investments in portfolio companies with the view of holding such investments for longer periods of time or to make investments that it would not otherwise have made if the possibility of liquidity through a secondary transaction did not exist. Where co-investors historically have been invested in an investment subject to such a transaction, there can be no assurance that they will receive the same liquidity or other options as limited partners in the relevant Fund, and in such circumstances the

Advisers reserve the right to compel co-investors to receive cash or continue to hold an interest in the relevant investment. In other circumstances, certain limited partners will not be permitted to continue to maintain exposure to the asset(s) due to a lack of eligibility to invest in a continuation vehicle under relevant securities, tax or other considerations. Although relevant potential conflicts of interest are disclosed to limited partners and/or the relevant advisory committee prior to the closing of the transaction, there can be no assurance that the Advisers will successfully identify all conflicts of interest or resolve or mitigate all such conflicts of interest in favor of Fund or any individual limited partner or group of limited partners. However, the Advisers reserve the right, in their sole discretion, to determine to engage in such transactions, subject to any approvals required in the relevant Fund Documents.

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. However, 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 a 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.

Expedited Transactions. Investment analyses and decisions by the General Partner of a Fund may often be undertaken on an expedited basis in order for a Fund to take advantage of investment opportunities. In such cases, information available to such General Partner at the time of any investment decision may be limited, and such General Partner may not have access to the detailed information necessary for a full evaluation of the investment opportunity.

Risks of Realization and Lack of Liquidity of Investments. A Fund generally invests in interests in senior debt securities issued by private companies, which are not publicly-traded. These senior debt instruments are generally heavily negotiated and subject to offering restrictions and, accordingly, do not have the liquidity of conventional public bond and equity securities. Consequently, a Fund must rely on other means to achieve liquidity and may be precluded from selling interests in the senior debt securities at an optimal time. Given the nature of the investments contemplated by a Fund, there is a significant risk that a Fund will be unable to realize its investment objectives by sale or other disposition at attractive prices or otherwise will be unable to complete any exit strategy. In particular, these risks could arise from changes in the financial condition or prospects of the companies whose borrowings underlie a Fund's investments, changes in national or international economic or political conditions (including acts of war, terrorism or other calamity or crisis), adverse conditions in national or global financial or capital markets, or changes in laws, regulations, fiscal policies or political conditions of countries in which investments are made.

Non-U.S. Currency Risks. Although many of a Fund's investments are expected to be U.S. dollar denominated, a Fund's investments that are denominated in non-U.S. currencies are subject to the risk that the value of a particular currency will change in relation to one or more other

currencies, including the U.S. dollar, the currency in which the books of a Fund are kept and contributions and distributions generally will be made. Among the factors that may affect currency values are trade balances between nations, the level of short-term interest rates, differences in relative value of similar assets in different currencies, long-term opportunities for investment and capital appreciation and political developments. A Fund may incur costs in converting investment proceeds from one currency to another. Non-U.S. prospective investors should note that interests in a Fund are denominated in U.S. dollars. Prospective investors subscribing for interests in a Fund in any country in which U.S. dollars are not the local currency should note that changes in value of foreign exchange between the U.S. and such currency may have an adverse effect on the value, price or income of the investment to prospective investors. There may be foreign exchange regulations applicable to investments in non-U.S. currencies in certain jurisdictions. Each prospective investor should consult with its, his or her own counsel and advisors as to all legal, tax, financial and related matters concerning an investment in a Fund.

Adequacy and Availability of Insurance. While a Fund may seek to make investments where insurance and other risk management products (to the extent available on commercially reasonable terms) are utilized to mitigate the potential loss resulting from catastrophic events and other risks customarily covered by insurance, this may not always be practicable or feasible. Moreover, it will not be possible to insure against all such risks, and such insurance proceeds as may be derived in a timely manner from covered risks may be inadequate to completely or even partially cover a loss of revenues, an increase in operating and maintenance expenses and/or a replacement or rehabilitation. In addition, certain losses of a catastrophic nature, such as those caused by wars, earthquakes, terrorist attacks or other similar events, may be either uninsurable or insurable at such high rates as to adversely impact a Fund's profitability. In general, losses related to terrorism are becoming harder and more expensive to insure against. Most insurers are excluding terrorism coverage from their all-risk policies. In some cases, the insurers are offering significantly limited coverage against terrorist acts for additional premiums, which can greatly increase the total costs of casualty insurance. As a result, it is unlikely that any of a Fund's investments will be insured against damages attributable to acts of terrorism.

Conflicts of Interest

The Advisers and their related entities engage in a broad range of advisory and non-advisory activities. In the ordinary course of the Advisers conducting their activities, the interests of the Fund likely will conflict with the interests of the Advisers, one or more other Private Investment Funds, portfolio companies or their respective affiliates in certain circumstances. Certain of these conflicts of interest are discussed herein. As a general matter, the Advisers will determine all matters relating to structuring transactions and Fund operations using its reasonable judgment considering all factors it deems relevant, but in its sole discretion, subject in certain cases to the required approvals by the advisory committees of the participating Funds.

During the investment period of the Fund, all appropriate investment opportunities will be pursued by the Principals through such Fund, subject to certain limited exceptions set forth in the Fund Documents and ABRY's allocation policies. Without limitation, the Principals currently, and in the future are expected to, manage multiple funds with similar strategies and several other investments similar to those in which the Fund will be investing, including funds advised by an ABRY I Adviser and ABRY II Adviser, and expect to direct certain relevant investment

opportunities to those funds and investments. ABRY personnel reserve the right to manage their own personal investments, whether or not through a formal family office or estate planning structure, to establish trusts, endowments, charitable programs, foundations or other similar arrangements, and to pay or receive compensation relating to the foregoing. The Principals and ABRY's investment staff will continue to manage and monitor such funds and investments until their realization. Such funds and other investments that the Principals expect from time to time to control or manage generally have the potential to compete with each other. Following the investment period of a Private Investment Fund, the Principals reserve the right to, and likely will, focus their investment activities on other opportunities and areas unrelated to such Private Investment Fund's investments. To the extent an advisory opportunity is received that is unsuitable for a Private Investment Fund, in ABRY's sole discretion, ABRY and its personnel reserve the right to refer such opportunity to third parties or to make personal investments in the relevant opportunity. Unless restricted by the Fund Documents, ABRY personnel are permitted to serve on boards or act in other roles unaffiliated with the Advisers, the Private Investment Funds or their portfolio companies, including boards of charitable and educational institutions, public companies and former portfolio companies, and receive compensation in connection with such services and roles, none of which will offset or otherwise reduce Management Fees.

In managing several Private Investment Funds and investments similar to those in which a Private Investment Fund will be investing, the Principals generally will direct certain relevant investment opportunities to certain Private Investment Funds and investments, subject to any applicable limitations in the Fund Documents. The Advisers have discretion over how or when to allocate certain investments among the Private Investment Funds, subject to certain limitations set forth in the applicable Fund Documents and, except as required by the relevant Fund Documents, ABRY is not obligated to recommend any investment to any particular Private Investment Fund. The Advisers have and may in the future have conflicts of interest in the decisions regarding the allocation of investments. In certain cases, the Advisers may invest a portion of the Fund's assets in securities of companies in which one or more other Private Investment Funds has or will have an existing investment. These and other situations will involve potential conflicts of interest. Although each Private Investment Fund generally establishes procedures to address such conflicts, there can be no assurance that such conflicts will be resolved in a manner that is most favorable to the Private Investment Fund and its limited partners. Additionally, the Fund Documents often will restrict, limit or prohibit, in whole or subject to certain procedural requirements, investments of a Private Investment Fund in issuers held by other Private Investment Funds, or may give priority with respect to investments to one or more Private Investment Funds. Some of these restrictions could be waived by investors (or their representatives) in such Private Investment Funds. However, the applicable Advisers may or may not, in their sole discretion, seek any such waiver and, in any event, there can be no assurance that any waiver sought would be obtained. Conflicts generally also will arise in the allocation of such persons' time among the Private Investment Funds and other such investments. A Private Investment Fund may invest together with a Private Investment Fund advised by an ABRY I Adviser or ABRY II Adviser in the manner set forth in the relevant Fund Documents and the Advisers' allocation policies. The Advisers will determine the allocation of investment opportunities among Private Investment Funds in a manner that they believe is fair and equitable consistent with the Advisers' respective obligations and may take into consideration such factors including but not limited to: investment restrictions and objectives strategy, risk profile, time horizon, tax sensitivity, tolerance for turnover, asset composition, diversification

limitations, cash level (if any), applicable tax and regulatory considerations, life cycle, structure and other relevant factors.

ABRY and its Principals and employees are permitted to carry on investment activities for their own accounts and for family members, friends or others who do not invest in the Private Investment Funds, and may give advice and recommend securities to other accounts or investment funds which may differ from advice given to, or securities recommended or bought for, the Private Investment Fund, even though their investment objectives may be the same or similar.

Since the Advisers expect to provide investment advice to various Private Investment Funds, including funds that routinely invest in various levels of the same portfolio company's equity and debt securities, there may be conflicts of interest relating to such investments that must be resolved by the Advisers. Where multiple Private Investment Funds invest in different parts of the capital structure of a portfolio company, their respective interests generally will be conflicting, including in cases where a portfolio company becomes financially distressed. In such a case, ABRY has adopted conflicts policies and procedures that generally provide that determinations are to be made in good faith in the collective best interests of such Private Investment Funds, and shall promptly notify the advisory boards of the applicable Private Investment Funds. The advisory boards may then, in their sole discretion and regardless of the recommendation of the Management Company, elect to cause the applicable general partner to retain such separate legal counsel and/or financial advisors to represent the relevant Private Investment Fund and advise the relevant general partner in such matters. It is possible that an advisory board member could be a member of the advisory board for one or more other Private Investment Funds involved in an actual or potential conflict transaction. Such member's interests may be different from (and potentially adverse to) the interests of other limited partners and such interests may influence such person's decisions as a member of the respective advisory boards. In certain circumstances, Private Investment Funds may be prohibited from exercising (or ABRY may deem it appropriate to refrain from exercising) voting or other rights in order to mitigate the relevant potential conflicts, notwithstanding the fact that the investment(s) of one Private Investment Fund or the other may be subject to creditor claims regarding subordination of interests.

When more than one Private Investment Fund invests in a portfolio company, the Advisers will have to determine how to allocate expenses incurred and, if applicable, fees generated in the course of evaluating and making such investments. The appropriate sharing of such expenses and fees may not always be clear and may be somewhat arbitrary. In all such cases, subject to applicable legal, contractual or similar restrictions, expense and fee allocation decisions generally will be made the Advisers using their reasonable judgment on a basis they consider equitable, considering such factors as they deem relevant, but in their sole discretion. The allocations of such expenses may not be proportional, and any such determinations involve inherent matters of discretion, *e.g.*, in determining whether to allocate *pro rata* based on number of Private Investment Funds or co-invest vehicles receiving related benefits or proportionally in accordance with asset size, or in certain circumstances determining whether a particular expense has greater benefit to a Private Investment Fund or the Advisers. The Private Investment Funds generally have different expense reimbursement terms, including with respect to Management Fee offsets, which are expected from time to time to result in the Private Investment Funds bearing different levels of expenses with respect to the same investment. Further, the Advisers reserve the right to consider each relevant Private Investment Fund's strategy as a component of its allocation of investment

expenses, and as a general matter will not allocate expenses associated with one Private Investment Fund's equity investment to a different Private Investment Fund's debt investment, or *vice versa*, even if the two investments are in the same portfolio company.

In certain circumstances, a Private Investment Fund, or a fund of an ABRY I Adviser or ABRY II Adviser, may purchase securities from a portfolio company of another Private Investment Fund or a fund of an ABRY I Adviser or ABRY II Adviser. In such circumstances, to mitigate any potential conflicts of interest, the Advisers will generally seek the approval of the applicable advisory board(s) prior to consummating the transaction.

In some cases senior debt funds sponsored by ABRY I Advisers or ABRY II Advisers, may determine to make senior debt investments in portfolio companies owned by the Fund. This practice would lead to heightened conflicts of interest. For example, the Fund may hold an interest in a portfolio company in which a senior debt fund holds debt securities or of which it is otherwise a creditor. Additionally, in the event that an equity fund, of an ABRY I Adviser or ABRY II Adviser, investment requires additional financing as a result of a portfolio company's financial or other difficulties and such equity fund has the potential to incur a loss on such investment as a result, the General Partner or an affiliate could have an incentive to cause another Private Investment Fund (including the Fund) to invest in such portfolio company even though such investment may not be in the best interest of the Fund. In a bankruptcy proceeding, the Fund's interest generally would be expected to be subordinated or otherwise adversely affected by virtue of such senior debt fund's involvement and actions relating to its debt investment. This generally would be expected to have the potential to result in a loss or substantial dilution of the Fund's investment, while the senior debt fund recovers all or a portion of its debt investment. Relatedly, where multiple Private Investment Funds invest in the same company at different times, the first Private Investment Fund to invest typically will bear a higher level of diligence and transaction fees, costs and expenses than later Private Investment Funds; similarly, to the extent a transaction does not proceed, the first Private Investment Fund to invest typically will bear the full amount of Broken Deal Expenses relating to the transaction, regardless of whether other Private Investment Funds could or would have invested in the company in potential future transactions.

Limited partners may have conflicting investment, legal, regulatory, tax and/or other interests with respect to their investments in the Fund, including conflicts relating to the structuring of investment acquisitions and dispositions. Conflicts may arise in connection with decisions made by the General Partner regarding an investment that may be more beneficial to one limited partner than another, especially with respect to tax matters. In structuring, acquiring and disposing of investments, the General Partner generally will consider the investment, regulatory, tax, accounting and other objectives of the Fund and its partners as a whole, not the investment, regulatory, tax, accounting or other objectives of any limited partner individually.

As a result of the Private Investment Funds' controlling interests in portfolio companies, an Adviser and/or its affiliates typically will have the right to appoint board members to such portfolio companies, or to influence their appointment, and to determine or influence a determination of their compensation. From time to time, portfolio company board members approve compensation and/or other amounts payable to an Adviser and/or its affiliates. Such amounts will be in addition to any Management Fee or carried interest paid by a Private Investment Fund to an Adviser and/or its affiliates.

Additionally, a portfolio company typically will reimburse an Adviser or service providers retained at an Adviser's discretion for expenses (including without limitation travel expenses) incurred by an Adviser or such service providers in connection with its performance of services for such portfolio company. This subjects an Adviser and its affiliates to conflicts of interest because a Private Investment Fund generally will not have an interest or share in these reimbursements, and the amount of such reimbursements may be substantial. The Advisers determine the amount of these reimbursements for such services in their own discretion, subject to internal reimbursement policies and practices. Although the amount of individual reimbursements typically is not disclosed to investors in a Private Investment Fund, their effect is reflected in each Private Investment Fund's audited financial statements, and any fee paid or expense reimbursed to an Adviser or such service providers generally is subject to: agreements with sellers, buyers and management teams; the review and supervision of the board of directors of or lenders to portfolio companies; and/or third party co-investors in its transactions. These factors help to mitigate related conflicts of interest.

In connection with its services to the Private Investment Funds and their investments, an Adviser, its affiliates and personnel expect to receive the benefit of certain tangible and intangible benefits. For example, in the course of an Adviser's operations, including research, due diligence, investment monitoring, operational improvements and investment activities, the Adviser and its personnel expect to receive and benefit from information, "know-how," experience, analysis and data relating to Fund or portfolio company (as applicable) operations, terms, trends, market demands, customers, vendors and other metrics (collectively, "**Adviser Information**"). In many cases, Adviser Information will include tools, procedures and resources developed by an Adviser to organize or systematize Adviser Information for ongoing or future use. Although the Advisers expect the Private Investment Funds and their portfolio companies generally to benefit from the Advisers' possession of Adviser Information, it is possible that any benefits will be experienced solely by other or future Private Investment Funds or portfolio companies (or by ABRY and its personnel) and not by the Fund or portfolio company from which Adviser Information was originally received. Adviser Information will be the sole intellectual property of the Advisers and solely for the use of the Advisers. An Adviser reserves the right to use, share, license, sell or monetize Adviser Information, without offset to Management Fees, and the relevant Private Investment Fund or portfolio company will not receive any financial or other benefit of such use, sharing, licensure, sale or monetization. Additionally, expenses relating to the Private Investment Funds or portfolio companies are expected to be charged using credit cards or other widely available third-party rewards programs that provide airline miles, hotel stays, travel rewards, traveler loyalty or status programs, "points," "cash back," rebates, discounts and other arrangements, perquisites and benefits under the available terms of such reward programs. Such terms are expected to vary from time to time, and any such rewards (whether or not *de minimis* or difficult to value) generally will inure to the benefit of the personnel participating in the rewards program, rather than the portfolio companies, the Private Investment Funds or their respective investors; no such rewards will offset Management Fees.

An Adviser generally will exercise its discretion to recommend to a Private Investment Fund or to a portfolio company thereof that it contract for services with certain service providers, and from time to time such service providers are expected to include: (i) such Adviser or a related person of the Advisers (which may include another portfolio company of the Private Investment Funds); (ii) an entity with which an Adviser or its affiliates or current or former members of their

personnel has a relationship or from which an Adviser or its affiliates or their personnel otherwise derives financial or other benefit, including relationships with joint venturers or co-venturers, or relationships where Management Company personnel are seconded, or from which the Management Company receives secondees; or (iii) certain limited partners or their affiliates. This will subject the Advisers to conflicts of interest, because although the Advisers select service providers that they believe are aligned with their operational strategies and will enhance portfolio company performance and, relatedly, returns of the relevant Private Investment Fund, an Adviser generally would in certain circumstances have an incentive to recommend the related or other person because of its financial or other business interest. There is a possibility that an Adviser, 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. Whether or not the Advisers have a relationship or receive financial or other 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. Although the Management Company will generally seek appropriate rates for services, it reserves the right to prioritize prior usage, perceived quality, sector competence or expertise, familiarity, onboarding speed or other factors in retaining or recommending service providers. In certain circumstances where the Management Company commits or has committed to seek “market” or “arms-length” rates or terms, the Management Company will do so in its sole discretion, seeking rates that it has determined in its sole discretion to be reflective of the range of rates in the applicable or related markets. ABRY reserves the right to deem third-party investment in a transaction to be verification that the transaction was entered into at a value that is “arms-length.” Consequently, the Management Company undertakes no minimum amount of benchmarking, and does not represent that any such benchmarking ultimately will be accurate, comparable or relate specifically to the assets, services, geographies or comparable markets to which such rates or terms relate. Where such rates or terms include hourly components, an Adviser reserves the right to rely on approximations or estimates of time spent for purposes of allocating or charging for services. Any methodology, or choice among methodologies, involves potential conflicts of interest.

ABRY reserves the right from time to time to cause the Fund to enter into a transaction whereby the Fund purchases securities from, or sells securities to, or otherwise combines its portfolio company with a portfolio company held by, other Private Investment Funds managed by ABRY (including an ABRY I Adviser and ABRY II Adviser), or coinvestors or co-investment vehicles. Such transactions may arise in the context of re-balancing an investment among parallel investing entities or in contexts where a portfolio company owned by one Private Investment Fund is acquired by a portfolio company acquired by another Private Investment Fund. Any such transactions raise potential conflicts of interest, including where the investment of one Private Investment Fund supports the value of portfolio companies owned by another Private Investment Fund. These conflicts are heightened to the extent the relevant securities are illiquid or do not have a readily ascertainable value, and there generally can be no assurance that the price at which such transactions are entered into represent what would ultimately be the underlying investment’s fair value. To the extent required by the relevant partnership agreements or otherwise in the sole discretion of ABRY, ABRY may seek to mitigate such conflicts by seeking input from an unaffiliated third party (including the use of a consultant or investment banker to opine as to the fairness of a purchase or sale price, whether or not part of a formal fairness opinion, “request for approval” process, or proposal or quotation provided exclusively for the benefit of the Advisers) or by obtaining the consent of the relevant Private Investment Fund(s) (including, where

authorized, the consent of each Private Investment Fund’s advisory board) to such transactions. In certain cases, a Private Investment Fund may hold a minority interest in a portfolio company and accordingly may not have control or veto rights to permit a cross-fund transaction involving such portfolio company, even if such Private Investment Fund’s advisory board did not provide the relevant consent (see “Lack of Unilateral Control” above). In certain circumstances, ABRY may determine that the willingness of a third party to make an investment on the same terms demonstrates the fairness of the relevant transaction (including its value) to the Fund under then-current market conditions. ABRY intends that any such transactions be conducted in a manner that it believes in good faith to be fair and equitable to each Private Investment Fund under the circumstances, including a consideration of the potential present and future benefits with respect to each Private Investment Fund.

Although ABRY will generally structure the Private Investment Funds to avoid circumstances in which one Private Investment Fund bears liability for all or part of the obligations of another Private Investment Fund or any Adviser affiliate, in certain circumstances lenders and other market participants negotiate for the right to face only select Private Investment Fund entities, which in certain instances, would result in a single Private Investment Fund being solely liable for other Private Investment Funds’ share of the relevant obligation and/or joint and several liability among Private Investment Funds. In such cases, ABRY intends to cause the relevant other Private Investment Funds to enter into a back-to-back guarantee, indemnification or similar reimbursement arrangement, although the Private Investment Fund undertaking the obligation in the first instance generally will not receive compensation for being primarily liable under these arrangements. Furthermore, as a result of the incurrence of indebtedness on a joint and several or cross-collateralized basis, a Private Investment Fund may be required to contribute amounts in excess of its pro rata share, including additional capital to make up for any shortfall if such vehicles are unable to repay their pro rata share of such indebtedness. In other circumstances, lenders and other market participants are expected to seek “cross-default” rights under which a Private Investment Fund will be treated as in default under the relevant facility in the event of a default by another Private Investment Fund or an Adviser affiliate relating to their respective lending or other facilities; if any such provision were to be triggered, a Private Investment Fund’s limited partners could suffer adverse effects resulting from any default by any Private Investment Fund or an Adviser affiliate, whether or not related to the Fund in which such limited partners have invested.

An Adviser and/or its affiliates reserve the right to employ personnel with preexisting ownership interests in portfolio companies owned by the Private Investment Funds or other investment vehicles advised by the Adviser and/or its affiliates; conversely, current or former personnel or executives of the Advisers and/or their affiliates are expected from time to time to serve in significant management roles at portfolio companies or service providers recommended by the Advisers. Similarly, the Advisers, their affiliates and/or personnel maintain relationships with (or may invest in) financial institutions, service providers and other market participants, including but not limited to managers of private funds, banks, brokers, advisors, consultants, finders (including executive finders and portfolio company finders), executives, attorneys, accountants, institutional investors, family offices, lenders, current and former employees, and current and former portfolio company executives, as well as certain family members or close contacts of these persons. Certain of these persons or entities will invest (or will be affiliated with an investor) in, engage in transactions with and/or provide services (including services at reduced rates) to, the Advisers and/or their affiliates, and/or the Private Investment Funds or other

investment vehicles they advise. In other circumstances, these vendors are expected to provide personal banking, private wealth or lending arrangements to ABRY personnel and their estate planning vehicles. An Adviser expects to be subject to a potential conflict of interest with a Private Investment Fund in recommending the retention or continuation of a third-party service provider to such Private Investment Fund or a portfolio company if such recommendation, for example, is motivated by a belief that the service provider or its affiliate(s) will continue to invest in one or more Private Investment Funds, will provide the Adviser information about markets and industries in which such Adviser operates (or is contemplating operations) or will provide other services that are beneficial to such Adviser or its affiliates or one or more other Private Investment Funds. For example, the Management Company reserves the right to cause a Private Investment Fund to make payments to investment banks and/or other intermediaries, all or a portion of which is for the purpose of generating future deal flow for such Private Investment Fund; however, there can be no assurance that such payments will result in future deal flow, and, in certain cases, future deal flow may inure to the benefit of another or a successor Private Investment Fund (or an investment vehicle sponsored by an ABRY I Adviser or ABRY II Adviser) rather than the Private Investment Fund making the payment. The Advisers expect to be subject to a potential conflict of interest in making such recommendations, in that an Adviser has an incentive to maintain goodwill between it and the existing and prospective portfolio companies for a Private Investment Fund, while the products or services recommended may not necessarily be the best available to the portfolio companies held by a Private Investment Fund.

In certain circumstances, current or former ABRY personnel in the future may serve in interim or part-time roles at a portfolio company, or may provide services to a portfolio company as a secondee or in similar capacities. These arrangements have a potential for conflicts of interest. Due to the nature of secondee relationships, which are often initiated to meet a temporary portfolio company need, the arrangements between such employees and the related portfolio company are expected to change over time, and in many cases will be terminated when the portfolio company is sold. Employees may or may not return to ABRY at the end of such secondee arrangement.

Because certain expenses are paid for by a Private Investment Fund and/or its portfolio companies or, if incurred by an Adviser, are reimbursed by a Private Investment Fund and/or its portfolio companies, such Adviser may not necessarily seek out the lowest cost options when incurring (or causing a Private Investment Fund or its portfolio companies to incur) such expenses.

In addition, as described above, Private Investment Funds, portfolio companies, or investors therein in the future may from time to time pay certain fees to or reimburse expenses of the Advisers or the Private Investment Funds for the expenses of Senior Advisors and other consultants (including consultants introduced or arranged by the Advisers and/or their affiliates that regularly provide services to one or more portfolio companies), and such amounts do not offset or reduce the Management Fee as described herein. Senior Advisors and other consultants generally will make use of the Advisers' resources or otherwise are associated with the Advisers. Senior Advisors are expected from time to time to include former employees of ABRY or certain portfolio companies, and in some circumstances former Senior Advisors are expected to become ABRY employees or employees of portfolio companies. Consequently, the determination of whether individuals are Senior Advisors is expected to vary and/or be revisited from time to time. Senior Advisors and other consultants will generally receive investment opportunities, reimbursements and other compensation that does not offset the Management Fee of any Private

Investment Fund, as described herein. To the extent that Senior Advisors are paid retainers or guaranteed minimum compensation amounts, there is the possibility that certain portfolio companies or Private Investment Funds will bear a greater share of such compensation due to the utilization of the Senior Advisors' services at a time when fewer portfolio companies or Private Investment Funds make use of such Senior Advisor. Under many of these arrangements, there can be no assurance that the amount of compensation paid in a particular year will be proportional to the amount of hours worked or the amount of written work product generated by the Senior Advisor. Although the use of Senior Advisors and other consultants and the allocation of compensation paid to them by the Advisers, their affiliates, Private Investment Funds and/or the portfolio companies subjects the Advisers and/or their affiliates to potential conflicts of interest, the Advisers believe that such potential conflicts have the potential to be reduced by the anticipated cost savings to the Private Investment Funds or portfolio companies (which is expected to be to the benefit of the applicable Private Investment Fund(s)) that will result if the cost of the Senior Advisor is lower than market rates for the services provided and/or if the services of the Senior Advisor align with the Advisers' model for the portfolio company and improve portfolio company performance. Although the Advisers seek to retain Senior Advisors and other consultants with a view to reducing costs to Private Investment Funds and portfolio companies (and, ultimately, the Private Investment Funds) and/or improving portfolio company performance, a number of factors may result in limited or no cost savings from such retention. The Advisers also seek to reduce potential conflicts of interest resulting from such arrangements by structuring compensation packages for such persons in a manner that the Advisers believe will align such persons' interests with those of the Private Investment Funds' limited partners, and seek to retain only Senior Advisors, other consultants and service providers which they believe provide a level of service at a value generally consistent with other relevant market alternatives. However, 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.

Except to the extent prohibited by the Fund Documents, an Adviser and its personnel are permitted to market, organize, sponsor or act in other capacities (including as director, founder or manager) for other pooled investment vehicles, accounts or SPACs the investment or business strategy of which does not overlap with the Private Investment Fund(s) and to receive compensation (including in the form of management fees, performance-based compensation, founders' equity or similar interests) relating thereto. In certain instances, certain Principals serve as board members of, and collectively control, the sponsor of the SPAC. Although such Principals will continue to devote their time and attention to the investment activities of the Fund, they will have other obligations with respect to the SPACs as board members. In addition, such Principals may regularly obtain confidential information regarding various target companies and other investment opportunities that would be imputed to the Advisers. Therefore, if a Principal receives confidential information with respect to a company, the Private Investment Funds may face certain restrictions on their ability to pursue a transaction with that company or dispose of an investment. Subject to any limitations imposed by the Fund Documents and anti-"assignment" provisions of the Advisers Act, an Adviser and its personnel are also permitted to offer, restructure and monetize interests in such Adviser.

Because the General Partner's carried interest will be based on a percentage of net realized profits, it has the potential to create an incentive for the General Partner to cause the Fund to make riskier or more speculative investments or to hold an investment longer than would otherwise be

the case. Also, because there is a fixed investment period after which capital from investors in the Fund may only be drawn down in limited circumstances and because the Management Fee is, at certain times during the life of the Fund, based upon capital invested by such Fund, this fee structure may create an incentive to deploy capital when the General Partner may not otherwise have done so. Additionally, current U.S. federal income tax legislation generally treats certain allocations of capital gains to service providers by partnerships such as the Fund as short-term capital gain (taxed at higher ordinary income rates) unless the partnership has held the asset which generated such gain for more than three years. This could reduce the after-tax returns of the Principals, employees, or other individuals associated with the Fund or the General Partner who were or may in the future be granted direct or indirect interests in carried interest, which could make it more difficult for the General Partner and its affiliates to incentivize, attract and retain individuals to perform services for the Fund.

In certain cases, ABRY may have the opportunity (but, subject to any applicable restrictions or procedures in the relevant Partnership Agreement, no obligation) to identify one or more secondary transferees of interests in a Private Investment Fund. In such cases, ABRY will not receive compensation for identifying such transferees, and will use its discretion to select such transferees based on suitability and other factors, and unless required by the relevant Partnership Agreement, will determine in its sole discretion whether the opportunity to receive a transfer of Fund interests should be offered to one or more existing Fund investors.

The Advisers expect to institute a program under which portfolio companies owned by the Private Investment Funds will be given the option to participate in purchasing, vendor or similar arrangements with the Advisers, their affiliates and other portfolio companies. Program participants will expect to receive discounts negotiated with various vendors and service providers on a group wide basis. Participants are expected to voluntarily participate in the program without cost. In certain cases, such arrangements will involve the sharing of risk, such as under group insurance arrangements where deductibles are shared or calculated with regard to the group rather than individual insured parties. The Advisers will make judgments about the allocation of premiums, fees, costs and expenses for such “umbrella” or other insurance policies among a Private Investment Fund, such other vehicles, the Management Company and/or their applicable affiliates on a fair and reasonable basis, in their sole discretion, and may make corrective allocations should they determine subsequently that such corrections are necessary or advisable. There can be no assurance that a different allocation would not result in a Private Investment Fund bearing less (or more) premiums, fees, costs and expenses for insurance policies. The Advisers and their affiliates may also participate in the program and receive similar benefits and discounts as the portfolio companies participating therein. No such amounts will result in additional offsets to the Management Fee. The Advisers believe the potential for conflicts relating to such arrangements is mitigated by the anticipated cost savings to portfolio companies (which is expected to be to the benefit of the applicable Private Investment Fund(s)) that will result if the negotiated discounts rates for goods and services are discounted due to scale or relative to those widely available in the market.

ABRY, its personnel, affiliates or others designated by ABRY expect from time to time to receive compensation in the form of portfolio company securities. To the extent such securities are received, after any applicable offset provisions in the relevant Fund Documents are applied, ABRY and/or such other recipients will be permitted to retain such securities, and, in doing so, will be

subject to potential conflicts of interest in determining whether to sell such securities (subject to restrictions imposed by the portfolio company and/or ABRY, or retain such securities for a period consistent with their own financial and investment objectives, which may differ from those of the relevant Private Investment Fund). In addition, because portfolio company securities will typically represent newly issued incentive equity (whether in the form of common stock, warrants or options to buy common stock, or similar instruments) the receipt of compensation in the form of securities typically will have the result of diluting a Private Investment Fund's relative ownership of the portfolio company awarding such compensation.

In borrowing on behalf of the Fund, ABRY is subject to conflicts of interest, and in circumstances where interest accrues on any such outstanding borrowings at a rate lower than the Fund's preferred return, is expected to have incentives to cause the Fund to borrow in this manner rather than drawing down capital commitments. Where a preferred return begins to accrue after capital contributions are due (regardless of when the Fund borrows, makes the relevant investment, or pays expenses) and ceases to accrue upon return of these capital contributions, the use of borrowing to shorten the period between calling and returning capital limits the amount of time the preferred return will accrue. In circumstances where there is not a preferred return on funds borrowed in advance or in lieu of calling capital, Private Investment Fund-level borrowing typically will reduce the amount of preferred return to which the limited partners would otherwise be entitled had the General Partner called capital, and thus could result in the relevant General Partner receiving carried interest sooner than it would without borrowing. In addition, when the Management Fee is calculated as a percentage of invested capital, a limited partner may pay Management Fees on borrowed amounts used to fund investments that have not yet been realized even though such amounts would not accrue preferred return as described above. It is expected that the costs relating to the establishment and/or maintenance of a subscription line of credit will be significant, and there can be no assurance that the benefits to limited partners will be commensurate with such costs. While the General Partner generally will not participate in a Fund-level borrowing facility, the General Partner will bear its pro-rata share of the expenses related to facilities and these expenses net down the General Partner carry as well.

ABRY and/or its affiliates reserve the right to enter into side letters with certain investors in the Fund providing such investors with different or preferential rights or terms, including, but not limited to, different fee structures or arrangements (including discounted or rebated compensation terms, modified waterfall mechanics and/or receipt of a portion of ABRY's compensation), information rights, specialized reporting, priority co-investment rights or targeted co-investment amounts, rights to serve on the Fund's advisory committee, liquidity or transfer rights, confidentiality protections and disclosure rights, modification of default remedies, as well as economic procedural and other terms. Certain side letter rights are likely to confer benefits on the relevant limited partner at the expense of the relevant Private Investment Fund or of limited partners as a whole, including in the event that a side letter confers additional reporting, information rights and/or transfer rights, the costs and expenses of which are expected to be borne by the relevant Private Investment Fund.

ABRY is likely to have its own economic and/or other business incentives to provide certain terms to certain limited partners (e.g., based on commitment amount to the Fund or the timing thereof, the ability of a limited partner to provide sourcing or other services to the Advisers, their affiliates and personnel or the Fund, or the potential to establish, recognize, strengthen or

cultivate relationships that have the potential to provide longer-term benefits to the Advisers, their affiliates and personnel, or the Fund. Further, side letters may also relate to strategic relationships under which an investor agrees to make commitments to multiple Private Investment Funds. Except where required by the Fund Documents, other investors will not receive copies of side letters or related provisions, and as a general matter, the other investors will have no recourse against the Fund, the Advisers or any of their affiliates in the event that certain investors receive additional and/or different rights and/or terms as a result of such side letters. Side letters will subject the Advisers to potential conflicts of interest, including in circumstances where an investor's right to serve on the Fund's advisory committee results in the investor receiving additional information relative to other investors. To the extent an investor is subject to statutory or other limitations on indemnification, or otherwise negotiates rights relating thereto, other investors may be subject to increased losses, or be required to bear an increased portion of indemnification amounts. As a consequence of one or more limited partners being excused or excluded, or from regulatory, tax or other factors altering or limiting their participation in investments, the aggregate returns realized by participating or non-participating limited partners could be adversely affected in a material manner by the unfavorable performance of particular investments. Although the Advisers believe it to be unlikely, excuse rights requested or received by one or more limited partners (or such regulatory, tax or other factors applicable to such limited partners) representing a substantial percentage of the Fund will have the potential to create significant variations in limited partner investment returns, or to influence or affect the investment strategy and pursuit of investment opportunities by the General Partner on behalf of the Fund as a whole. A limited partner's voting rights for regulatory or other reasons can be limited in circumstances specified in the Fund Documents; conversely, a limitation on one or more limited partners' voting rights generally will increase the voting rights percentage of other limited partners in the Fund. Further, limited partners with different domiciles or tax categorizations could receive different investment returns or amounts of tax basis and/or pay different levels of expenses, e.g., based on tax savings or ownership of alternative investment vehicle, "blocker" or other structures used to facilitate their investments in, through or below the Fund.

An Adviser could propose to a Private Investment Fund's limited partner advisory board or investors one or more transactions that would enable such investors to monetize or restructure all or a portion of their interests in a Private Investment Fund, including through the use of a continuation vehicle (each such transaction, a "**Secondary Transaction**"). The sale of an investment to a continuation vehicle could result in certain investors, the Advisers (including employees and affiliates) disposing of their investments in the underlying assets at a different time than some or all investors of such Private Investment Fund and otherwise taking actions with respect to such investments that are different than the actions taken by other investors. The Advisers could be subject to other conflicts of interest in connection with a Secondary Transaction, including with respect to investment valuations, allocation of fees and expenses and the offering of investment opportunities to the Private Investment Funds and co-investors.

The relevant liability standards under insurance coverage procured by the Advisers are expected to vary by carrier, and such standards are expected to vary from time to time depending on, for example, coverage features or limitations then-available from the carrier at the time of insurance contract renewal. As a result, insurance coverages from time to time are expected to vary from relevant liability and/or indemnity standards in the Fund Documents. Investors generally will be responsible for insurance premiums, as set forth in the Fund Documents, regardless of whether

the liability and/or indemnity standards in the Advisers' insurance coverage are higher or lower than that set forth in the Fund Documents.

Any of these situations subjects an Adviser and/or its affiliates to potential conflicts of interest. The Advisers believe that the significant investment of the Principals in the Fund (or a fund of an ABRY I Adviser or ABRY II Adviser), as well as the Principals' interests in the carried interest, operate to align, to some extent, the interests of the Principals with the interest of the Fund's limited partners, although the Principals have economic interests in such other funds and investments as well and may receive management fees and carried interests relating to these interests.

ITEM 9 DISCIPLINARY INFORMATION

The Management Company and its management persons have not been subject to any material legal or disciplinary events required to be discussed in this Brochure.

ITEM 10 OTHER FINANCIAL INDUSTRY ACTIVITIES AND AFFILIATIONS

The Management Company is affiliated with the following entity, including general partners and equivalent entities formed from time to time and subject to the Advisers Act pursuant to the Management Company's registration: ABRY X Capital Partners, L.P.

The Management Company is also affiliated with ABRY Partners, LLC and ABRY Partners II, LLC and the following ABRY I Advisers and ABRY II Advisers registered with the SEC under the Advisers Act pursuant to ABRY Partners, LLC's and ABRY Partners II, LLC's registrations in accordance with SEC guidance: ABRY V Capital Partners, L.P.; ABRY VI Capital Partners, L.P.; ABRY Senior Equity Investors II, L.P.; ABRY Senior Equity Investors III, L.P.; ABRY ASF Investors, L.P.; ABRY ASF Investors II, L.P.; ABRY Investment GP, LLC; ABRY Senior Equity Co-Investment GP, LLC; ABRY Senior Equity Co-Investment GP III, LLC; ABRY Investment AI GP, LLC; ABRY Investment II GP, LLC; ABRY Partners VII Co-Investment GP, LLC; ABRY VII Capital Partners, L.P.; ABRY Partners VIII Co-Investment GP, LLC; ABRY VIII Capital Partners, L.P.; ABRY Partners VIII Co-Investment GP (Cayman AIV), LLC; ABRY VIII Capital Partners (Cayman AIV), L.P.; ABRY IX Capital Partners, L.P.; ABRY Partners IX Co-Investment GP, LLC; ABRY Senior Equity Investors IV, L.P.; ABRY Senior Equity Co-Investment GP IV, LLC; ABRY ASF Investors III, L.P.; ABRY ASF Investors IV, L.P.; ABRY Heritage Capital Partners, L.P.; ABRY Heritage Partners Co-Investment GP, LLC; ABRY Senior Equity Investors V, L.P.; ABRY Senior Equity Investors VI, L.P.; ABRY Acquisition Manager, LLC; ABRY Senior Equity Co-Investment GP V, LLC; ABRY Senior Equity Co-Investment GP VI, LLC; ABRY Heritage Partners Co-Investment GP (Cayman AIV), LLC; ABRY Heritage Capital Partners (Cayman AIV), L.P.; ABRY Heritage Capital Partners II, L.P., and ABRY Heritage Partners Co-Investment GP II, LLC. The Management Company will have an arrangement with ABRY Partners, LLC and ABRY Partners II, LLC whereby ABRY Partners II, LLC will provide employees and back offices services to the Management Company and ABRY Partners, LLC and their affiliated general partners. The Management Company also shares office space with ABRY Partners, LLC and ABRY Partners II, LLC. The Management Company will reimburse ABRY Partners II, LLC for the services it provides. Additional information regarding ABRY Partners, LLC and ABRY Partners II, LLC may be found in their respective Form ADVs.

The Management Company is also affiliated with ABRY UK Limited, an English limited company organized under the laws of England and Wales (“**ABRY UK**”). ABRY UK will provide advice to the Management Company and its registered affiliates on behalf of both U.S. and non-U.S. based clients. ABRY UK is not required to be registered under the Advisers Act, but operates in compliance with certain related requirements and undertakings as prescribed by the SEC.

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

The Advisers have adopted a Code of Ethics and Securities Trading Policy and Procedures (the “**Code**”), which sets forth standards of conduct that are expected of Principals, investment professionals and other employees and addresses conflicts that arise from personal trading. The Code requires ABRY personnel to:

- report their personal securities transactions;
- pre-clear any proposed purchase of any initial public offering or limited offering; and
- comply with the policies and procedures reasonably designed to prevent the misuse of, or trading upon, material non-public information.

A copy of the Code will be provided to any investor or prospective investor upon request to ABRY’s Chief Compliance Officer at (617) 859-2959. The Code requires personal securities transactions to be conducted in a manner that prioritizes the Fund’s (and any other client’s) interests.

The Advisers and their affiliated persons may come into possession, from time to time, of material nonpublic or other confidential information about public or private companies which, if disclosed, might affect an investor’s decision to buy, sell or hold a security. Under applicable law, the Advisers and their affiliated persons would be prohibited from improperly disclosing or using such information for their personal benefit or for the benefit of any person, regardless of whether such person is a client of the Advisers.

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

Principals and employees of the Management Company and its affiliates generally are expected to directly or indirectly own an interest in Private Investment Funds, including through a co-investment fund. To the extent that co-investment funds exist, such vehicles may invest in one or more of the same portfolio companies as the Private Investment Funds, subject to any limitations set forth in the applicable partnership agreements. The General Partner, directly or indirectly

through affiliates, is expected to commit approximately 1-3% of aggregate commitments to the Fund.

Additionally, the Fund and other Private Investment Funds may invest together with other private investment funds advised by an Adviser and/or its affiliates in the manner set forth in each Private Investment Fund's Fund Documents and ABRY's Investment Allocations/Co-Investment Policies. In general, unless otherwise provided for in a Private Investment Fund's organizational documents, (a) no investor in a Private Investment Fund has a right to participate in any co-investment opportunity, (b) decisions regarding whether and to whom to offer co-investment opportunities are made in the sole discretion of the Advisers or, in certain instances, in consultation with other participants in the applicable transaction, (c) co-investment opportunities may be offered to some and not other investors in Private Investment Funds in the sole discretion of the Advisers and (d) certain persons other than, including in lieu of, investors in the Private Investment Funds (e.g., third parties) will, from time to time, be offered co-investment opportunities in the sole discretion of Advisers.

The Advisers' policies and procedures permit it to take into consideration a variety of factors in making determinations with respect to allocating co-investment opportunities, some of which are applicable in determining whether an investor is a strategic investor. These factors include, without limitation, (i) expressed interest in co-investment opportunities by the prospective co-investor, (ii) confidentiality concerns that may arise in connection with providing the prospective co-investor with specific information relating to the investment opportunity, (iii) past experiences with the potential co-investor, including the potential co-investor's willingness and ability to respond promptly and/or affirmatively to prior co-investment opportunities, (iv) the size, sophistication and financial resources of the potential co-investor and its ability to efficiently and expeditiously participate in the investment opportunity, (v) whether the profile and characteristics of the potential co-investor may have an impact on the viability or terms of the investment opportunity and the ability of a Private Investment Fund to take advantage of such investment opportunity, (vi) potential strategic benefits to ABRY and/or the portfolio company if a potential co-investor participates (e.g., by virtue of such co-investors experience, expertise, knowledge, relationships or other criteria deemed relevant by the Advisers), (vii) whether a co-investor is willing to pay ABRY or any of its affiliates a management fee, carried interest and/or other economics and (viii) any other reason for including a potential co-investor as determined in the sole discretion of the Advisers. Although a prospective co-investor's willingness to invest in future Private Investment Funds may be considered by ABRY or its affiliates, it generally will not be the sole determining factor considered by ABRY in identifying co-investors. Additionally, the Advisers reserve the right to permit Senior Advisors, vendors or service providers to co-invest alongside the Private Investment Funds. Furthermore, the Advisers or their related persons expect to make decisions regarding whether and to whom to offer co-investment opportunities in consultation with other participants in the relevant transactions, such as a lender or co-sponsor. The Advisers' allocation of co-investment opportunities among investors may not, and often will not, result in proportional allocations among investors that have expressed interest in co-investment opportunities as most co-investments typically will have strategic investors, and it is possible that certain investors may receive multiple opportunities to coinvest while others expressing interest in co-investments may receive none. In order to facilitate the acquisition of a portfolio company, the Fund reserves the right to make (or commit to make) an investment in the company with a view to selling a portion of the investment to co-investors or other persons prior

to or following the closing of the acquisition. In such event, the Fund will bear the risk that any or all of the excess portion of such investment may not be sold or may only be sold on unattractive terms, including for example the risk that a portion of the investment will be syndicated at reduced cost, at cost, or at a lower amount at a time when the General Partner believes the value of such investment has appreciated or should be higher than that paid (or willing to be paid) by a co-investor. To the extent such a syndication is made, the General Partner's interest in limiting the Fund's exposure to a given investment while providing a potential benefit to co-investors investing at such lower values will give rise to a potential conflict of interest. As a consequence of a failed co-investment syndication process or a co-investment syndication on unattractive terms, the relevant Fund would be required to (i) bear the entire portion of any break-up, topping or other fees, costs and expenses related to such investment (including the proportionate share of such amounts that were expected to have been borne by co-investors), (ii) hold a larger-than-expected investment in such portfolio company, (iii) receive less-than-fair-market value for the syndicated portion of the investment and/or (iv) be diluted or realize lower than expected returns from such investment.

ITEM 12 BROKERAGE PRACTICES

The Advisers will focus on securities transactions of private companies and generally will purchase and sell such companies through privately-negotiated transactions in which the services of a broker-dealer may be retained. However, the Advisers reserve the right to distribute securities to investors in the Fund or sell such securities, including through using a broker-dealer, if a public trading market exists. Although the Advisers do not intend to regularly engage in public securities transactions, to the extent they do so, they would expect to follow the brokerage practices described below.

If an Adviser sells publicly traded securities for the Fund, it is responsible for directing orders to broker-dealers to effect securities transactions for accounts managed by the Adviser. In such event, the Adviser will seek to select brokers on the basis of best price and execution capability. In selecting a broker to execute client transactions, the Adviser may consider a variety of factors, including: (i) execution capabilities with respect to the relevant type of order; (ii) commissions charged; (iii) the reputation of the firm being considered; and (iv) responsiveness to requests for trade data and other financial information.

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

Consistent with the Advisers seeking to obtain best execution, brokerage commissions on client transactions may be directed to brokers in recognition of research furnished by them, although the Management Company generally does not expect to make use of such services at the

current time. As a general matter, any such research may be shared between the Advisers and their affiliates and may be used to service one or more of the Private Investment Funds regardless of which Private Investment Fund paid the brokerage commission being applied toward payment for such research services. There is no agreement or formula for the allocation of brokerage business on the basis of research services.

The Advisers do not anticipate engaging in significant public securities transactions; however, to the extent that the Advisers engage in any such transactions, orders for the purchase or sale of securities placed first will be executed first, and within a reasonable amount of time of order receipt. To the extent that orders for Private Investment Funds are completed independently, the Advisers may also purchase or sell the same securities or instruments for several Private Investment Funds simultaneously. From time to time, the Advisers may, but are not obligated to, purchase or sell securities for several Private Investment Funds at approximately the same time. Such orders may be combined or “batched” to facilitate obtaining best execution and/or to reduce brokerage commissions or other costs. Batched transactions are executed in a manner intended to ensure that no participating Private Investment Fund is favored over any other Private Investment Fund.

ITEM 13 REVIEW OF ACCOUNTS

The investments made by the Private Investment Funds will be generally private, illiquid and long-term in nature. Accordingly, the review process is not directed toward a short-term decision to dispose of securities. However, the Advisers closely monitor companies in which the Private Investment Funds invest. The Principals bear and the Fund’s investment committee (or equivalent body) bears the primary responsibility for confirming that each Adviser manages a private fund in accordance with the private fund’s investment objectives and guidelines. ABRY’s Chief Compliance Officer periodically will check to confirm that each private fund is being managed in accordance with its stated objectives.

The Fund will generally provide to its limited partners: (i) annual GAAP audited and quarterly unaudited financial statements and (ii) annual tax information for each limited partner’s tax return.

In addition to the information typically provided to all limited partners, the Advisers may in certain circumstances (e.g., in connection with a co-investment opportunity) provide certain investors with additional information with respect to the Fund or a portfolio company or more frequent reports that other investors will not necessarily receive. For example, due to the fact that potential investors in the Fund may ask different questions and request different information, the Advisers may provide certain information to one or more prospective investors that the Advisers do not provide to all prospective investors.

ITEM 14 CLIENT REFERRALS AND OTHER COMPENSATION

The Advisers and their affiliates reserve the right to enter into placement agreements or solicitation arrangements pursuant to which the Advisers compensate third parties for referrals that result in a potential investor becoming a limited partner in a Private Investment Fund. When the Advisers enter into such agreements or arrangements, they generally expect that any fees payable

to any such placement agents would generally be borne by the Advisers directly or indirectly through an offset against the applicable Private Investment Fund's Management Fee.

The Management Company and/or its affiliates intend to provide certain business or consulting services to a Private Investment Fund's portfolio companies and expect to receive compensation from these companies in connection with such services. As described in the applicable partnership agreement, a portion of this compensation may, in many cases, offset a portion of the Management Fees paid by such Private Investment Fund.

ITEM 15 CUSTODY

The Advisers will be deemed to have "custody" (within the meaning of Advisers Act Rule 206(4)-2 (the "**Custody Rule**")) of the Fund's assets and securities because the General Partner will serve as general partner of the Fund, subject to certain exceptions set forth in the Custody Rule and related guidance. As required under the Advisers Act, the Advisers intend to maintain custody of such assets held in the Fund's name with Citi Private Bank (Citibank, N.A.), a qualified custodian. The Fund will generally be subject to a year-end audit by a major accounting firm that is a member of, and examined by, the Public Company Accounting Oversight Board. The Fund's audited financial statements will be provided to the investors in the Fund within 120 days of the Fund's fiscal year end.

ITEM 16 INVESTMENT DISCRETION

Pursuant to the terms of the Partnership Agreement, Management Agreement and powers of attorney executed by the limited partners of the Fund, the Management Company has discretion to manage investments on behalf of the Fund, subject to the oversight of the General Partner. As a general policy, the Advisers do not allow clients to place limitations on this discretionary authority. Pursuant to the terms of the Partnership Agreement, however, the General Partners may enter into "side letter" arrangements with certain limited partners whereby the terms applicable to such limited partner's Fund investment may be altered or varied, including, in some cases, the right to opt-out of certain investments for legal, tax, regulatory or other similar reasons. Investment advice is provided directly to the Fund and not individually to the limited partners of the Fund.

ITEM 17 VOTING CLIENT SECURITIES

The Advisers have adopted the ABRY Proxy Voting Policies and Procedures (the "**Proxy Policy**") to address how they will vote proxies, as applicable, for the Fund's (and any Private Investment Fund's) portfolio investments. The Proxy Policy seeks to ensure that the Advisers vote proxies (or similar instruments) in the best interest of the Fund, including where there may be material conflicts of interest in voting proxies. The Advisers generally believe their interests are aligned with those of the Fund's investors through the Principals' beneficial ownership interests in the Fund and therefore generally do not expect to seek investor approval or direction when voting proxies. In the event that there is or may be a conflict of interest in voting proxies, the Proxy Policy provides that the Advisers may address the conflict using several alternatives, including by seeking the approval or concurrence of the Fund's advisory board on the proposed proxy vote or through other alternatives set forth in the Proxy Policy. The Advisers do not consider service on portfolio company boards by ABRY personnel or the Advisers' receipt of management or other

fees from portfolio companies to create a material conflict of interest in voting proxies with respect to such companies. In addition, the Proxy Policy sets forth certain specific proxy voting guidelines followed by the Advisers when voting proxies on behalf of the Fund. Current and prospective investors who would like a copy of the Advisers' complete Proxy Policy or information regarding how the Advisers voted proxies for particular portfolio companies should contact ABRY's Chief Compliance Officer at (617) 859-2959, and such information will be provided at no charge.

ITEM 18 FINANCIAL INFORMATION

The Advisers do not require prepayment of management fees more than six months in advance or have any other events requiring disclosure under this item of the Brochure.