

Item 1 – Cover Page

**CT Investment Management Co., LLC**

345 Park Avenue  
New York, NY 10154  
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[www.blackstone.com](http://www.blackstone.com)  
as of March 31, 2022

Form ADV, Part 2A; the “Brochure” provides information about the qualifications and business practices of the Adviser.

If you have any questions about the contents of this Brochure, please contact Scott Mathias, Chief Compliance Officer for the Adviser, at (212) 583-5000. The information in this Brochure has not been approved or verified by the United States Securities and Exchange Commission (“SEC”) or by any state securities authority.

Additional information about the Adviser is also available at the SEC’s website [www.adviserinfo.sec.gov](http://www.adviserinfo.sec.gov) (click on the link “Investment Adviser Search”, select “Firm” and type in the name “**CT Investment Management Co., LLC**”). The search results will provide you with both Parts 1 and 2A of the Adviser’s Form ADV.

The Adviser is registered with the SEC as an investment adviser. The Adviser’s registration as an investment adviser does not imply any level of skill or training. The oral and written communications the Adviser provides to you, including this Brochure, serve as information for you to use to evaluate the Adviser and should be considered in your decision whether to invest in an Investment Vehicle advised by the Adviser.

The Blackstone logo, featuring the word "Blackstone" in a white serif font on a black rectangular background.

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## Item 2 – Material Changes

There has not been a material change to this Brochure since the last annual update on March 30, 2021.

However, please carefully read Items 5, 8 and 10, which describe certain fees and expenses, potential risk of loss and potential conflicts of interest, respectively.

The Adviser, at any time, may update this Brochure and offer to send you a copy (either by electronic means (email) or in hard copy form).

If you would like another copy of this Brochure, please download it from the SEC's website as indicated on the cover of this Brochure, or you may contact the Adviser's Chief Compliance Officer, Scott Mathias, at (212) 583-5000.

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## Item 3.1 – Defined Terms

As used throughout this Brochure, the following terms have the following meanings:

**Acquisition Fees:** Fees received by the Adviser and its Affiliates with respect to the acquisition of an Investment, which are often calculated as a percentage of the total enterprise valuation of the transaction (*i.e.* generally the aggregate amount of invested capital and debt assumed or financed by the purchaser).

**Additional Fees:** Additional fees received by the Adviser and its Affiliates for the performance of certain services, directly or indirectly, for Clients, which are not specifically identified as services to be performed by the Adviser and its Affiliates pursuant to the Organizational Documents of the relevant Client.

**Administrative Agents:** Certain related persons of the Adviser that serve as administrative agents with respect to loan syndicates, the participants of which include certain Clients, other Affiliates of Blackstone that are not Clients, and third-party lenders.

**Administrative Services:** Administrative services, which include, but are not limited to, fund administration, accounting, tax, valuation and reporting-related services customarily provided by a third party.

**Adviser:** CT Investment Management Co., LLC, a Delaware limited liability company formed on February 23, 2000.

**Advisers Act:** U.S. Investment Advisers Act of 1940, as amended.

**Advisory Agreements:** The investment advisory agreements with respect to each of the Adviser's Clients.

**Affiliate:** With respect to a Person, any other Person that either directly or indirectly controls, is controlled by or is under common control with the first Person (it being understood that "control" (and derivations thereof) means the possession, direct or indirect, of the power to direct or cause the direction of the management and policies of a Person, whether through the ownership of voting shares, by contract or otherwise). For greater certainty, (i) Portfolio Entities of Clients and Other Blackstone Vehicles shall not be deemed Affiliates of the General Partners, Blackstone or the

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Adviser, and (ii) Pátria, in which Blackstone has as of the date hereof a minority interest, shall not, as a result of such minority interest, be deemed an Affiliate of the General Partners or Blackstone for purposes hereof.

**Agent Accounts:** Accounts established by the Administrative Agents to facilitate the movement of cash to and from loan syndicate participants and borrowers.

**AIFMD:** The EU Alternative Investment Fund Managers Directive.

**BIS:** Blackstone Insurance Solutions private investment platform.

**BIS Clients:** Insurers and other investors (including insurance companies that are owned, directly or indirectly, by Blackstone or Other Blackstone Vehicles, in whole or in part) to whom BIS provides investment advisory services.

**Blackstone:** Blackstone Inc. (and its successors), together with its Affiliates (excluding the Clients and Other Blackstone Vehicles).

**Blackstone Capital Markets Group:** Blackstone’s capital market group.

**Blackstone Real Estate Group:** Blackstone’s Real Estate group, which includes the Adviser, the General Partners and their respective Affiliates that, collectively, manage the Other Real Estate Vehicles.

**BSCH:** Blackstone Strategic Capital Holdings.

**BSP:** Blackstone Securities Partners L.P., a registered broker-dealer Affiliate of Blackstone, which can be expected to serve as an uncompensated placement agent for one or more Clients in the United States and in other jurisdictions.

**BTAS Funds:** Any account, client, fund, vehicle or any other similar arrangement managed by Blackstone Multi-Asset Advisors L.L.C.

**CDOs:** Collateralized debt obligations, private equity real estate funds, and a separate account.

**CFIUS:** The Committee on Foreign Investment in the United States.

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**Clients:** The CDO's, the Fund or Separate Accounts.

**CMBS:** Commercial mortgage-backed securities.

**Code of Ethics:** The Blackstone Code of Ethics.

**Consultants:** Strategic advisors, consultants, senior advisors, industry experts, joint venture and other partners and professionals, any of whom might be current or former executives or other personnel of Blackstone, Clients, Other Blackstone Vehicles or Portfolio Entities of the foregoing.

**COVID-19:** A novel and highly contagious form of coronavirus.

**CTIMCO Managers:** The administrative managers, managing members or general partners to the Clients consisting of: CT High Grade Partners II Manager, LLC, CT High Grade Partners II MM, LLC, and CT High Grade Mezzanine Manager, LLC and, as the context requires, the Adviser.

**Custody Rule:** Rule 206(4)-2, as amended, of the Advisers Act.

**Data Holders:** Portfolio Entities, Clients, Other Blackstone Vehicles and Investors in Clients and Other Blackstone Vehicles to whom Blackstone or an Affiliate thereof provide data management services.

**Dodd-Frank:** The U.S. Dodd-Frank Wall Street Reform and Consumer Protection Act.

**FATCA:** The Foreign Account Tax Compliance Act.

**Fund:** A private real estate fund advised by the Adviser indirectly through a CTIMCO Manager.

**Fund Management Fee:** Compensation to the Adviser from the Fund for its services in the form of an annual management fee.

**Fund Organization Agreement:** Limited liability company operating agreement, limited partnership agreement, bylaws or charter of the Clients.

**GDPR:** Regulation (EU) 2016/679 of the European Parliament and of the Council of 27 April 2016 on the protection of natural persons with regard to the processing of personal data and on the free movement of such data.

**General Partner:** The general partner or other governing body, as applicable, acting in a similar capacity of each Client.

**Investor:** Limited partners or other investors in a Client or other Investment Vehicle.

**Investment:** Any equity, debt or other investment of any type made by an Investment Vehicle.

**Investment Vehicles:** Single investor and pooled investment funds, managed accounts, supplemental accounts, collective investment vehicles and other similar arrangements (including vehicles in existence as of the date hereof and those that may be formed in the future), together with any related feeder funds, parallel funds and alternative investment vehicles.

**IPO:** Initial public offering.

**JV Arrangements:** Investments in Portfolio Entities with Joint Venture Partners.

**Joint Venture Partners:** Third-party co-investors that enter into JV Arrangements with the Clients and Other Blackstone Vehicles.

**NAV:** Net asset value.

**NYSE:** The New York Stock Exchange.

**Management Agreement:** Investment Management Agreement between the Adviser and the Clients.

**Management Fee:** Compensation to the Adviser from the Separate Account and the Fund Management Fee.

**Offering Documents:** The confidential private placement memorandum or other offering document, if any, describing the Fund and its terms utilized to offer investments in a Fund.

**Organizational Documents:** The organizational documents include the Management Agreement, Fund Organization Agreement, and Offering Documents.

**Other Blackstone Vehicles:** Investment Vehicles managed by Blackstone, including the Other Real Estate Vehicles, other than the Clients.

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**Other Real Estate Vehicles:** Investment Vehicles managed by Blackstone that are focused on real estate and real estate related Investments, other than the Clients.

**Pátria:** Pátria Investments Limited, together with Pátria Investimentos Ltda.

**Person:** Any individual, partnership, corporation, limited liability company, unincorporated organization or association, trust (including the trustees thereof in their capacity as such), government, governmental entity or other entity.

**PJT:** PJT Partners Inc.

**Portfolio Entity:** Individually and collectively, any entity in which the Client or an Other Blackstone Vehicle (as the context requires) owns, directly or indirectly, an equity interest or debt interest, including, as the context requires, portfolio companies, holding companies, special purpose vehicles and other entities through which Investments are held, including the issuers or borrowers thereof.

**Proxies:** Proxy proposals, amendments, consents or resolutions.

**Proxy Rule:** Rule 206(4)-6 under the Advisers Act.

**Proxy Voting Policy:** A set of policies and procedures adopted by the Adviser in compliance with the Proxy Rule.

**Qualified Custodian:** A qualified custodian, which includes, but is not limited to, a bank, trust company, or broker-dealer.

**REIT:** Real estate investment trust.

**SEC:** U.S. Securities and Exchange Commission.

**Securities Act:** U.S. Securities Act of 1933, as amended, together with the rules adopted thereunder by the SEC.

**Separate Account:** A separate account for an institutional client advised by the Adviser indirectly through a CTIMCO Manager.



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**Servicing Fee:** A servicing fee that is anticipated to be charged, in Blackstone’s discretion, by the Adviser to Investors with capital commitments below a certain threshold to certain Clients.

**SFDR:** The European Union Sustainable Finance Disclosure Regulation and any other applicable legislation or regulations related to the European Commission’s Action Plan on Financing Sustainable Growth.

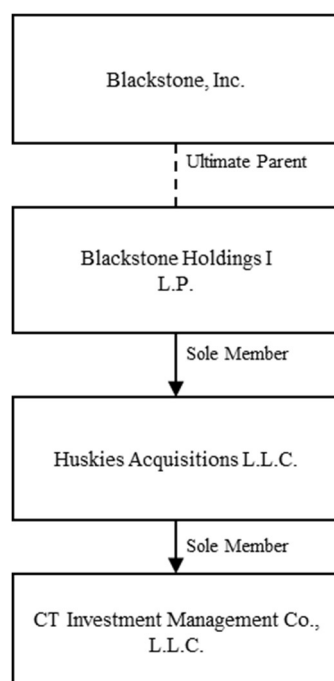
**Strategic Relationships:** Strategic relationships entered into between Blackstone and Investors (and/or one or more of their Affiliates) that involve an overall relationship with Blackstone that could incorporate one or more strategies (including, but not limited to, different sector and/or geographical focus) in addition to the Client’s strategy.

## Item 4 – Advisory Business

### Overview of the Firm

The Adviser is a Delaware limited liability company and was formed in February 2000. The Adviser is an alternative asset management company focused predominantly on Investments in the commercial real estate debt sector. The Adviser manages, advises and invests on behalf of the Clients.

The ultimate parent of the Adviser is Blackstone. Please see the structure chart below. Blackstone is a leading global alternative investment manager with Investment Vehicles focused on real estate, private equity, hedge fund solutions, credit, infrastructure, secondary funds of funds and multi-asset class strategies. Please see **Item 10 – Other Financial Industry Activities and Affiliations** for more information.



As of December 31, 2022, the Adviser had regulatory assets under management of approximately \$198.5 million on a discretionary basis and approximately \$63.5 million on a non-discretionary basis. Please note that these figures are an unaudited estimate.

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## **Description of Advisory Services**

The Adviser has organized and controls the CTIMCO Managers and other entities. In addition, the CTIMCO Managers manage the Fund and the Separate Account. The CTIMCO Managers are registered with the SEC in reliance on the Form ADV of CT Investment Management Co., LLC (together they file a single Form ADV). References to the Adviser herein may include, where the context so requires, references to the CTIMCO Managers. The CTIMCO Managers and their employees and persons acting on their behalf are subject to the Adviser's supervision and control, its code of ethics and its compliance policies and procedures. The advisory activities of the CTIMCO Managers are subject to the Advisers Act, and the CTIMCO Managers are subject to examination by the SEC.

## **Types of Advisory Services**

The Fund, the Separate Account and CDOs invest in debt, equity and hybrid instruments backed by commercial real estate and related assets. See Item 8 for more information with respect to the investment strategies of the Fund, the Separate Account and CDOs.

The Adviser provides investment management services to the following:

### **CDOs**

The Adviser serves as collateral manager for certain non-registered CDOs and, in such capacity, provides ongoing collateral and asset management services to the CDOs.

As investment adviser to Clients, the Adviser identifies investment opportunities and participates in the acquisition, management, monitoring and disposition of investments for each Client.

## **Client Tailored Services and Client Tailored Restrictions**

As investment adviser to the Clients, the Adviser:

1. Identifies and analyzes investment opportunities;
2. Makes investment recommendations to the General Partner of each Client, as applicable;
3. Participates in the monitoring and evaluation of investments; and
4. Provides other related services in connection with the implementation of the investment program of each Client.

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The Adviser tailors its advisory services to the particular needs of each Client. However, the specific needs of the individual investors in a Client (*i.e.*, limited partner investors) are not the basis for recommendations by the Adviser. Investment advice is provided directly to the Client, not individually to the respective investors in the Client.

The Adviser manages the Clients based on the investment objectives and investment restrictions set forth in the Organizational Documents.

Pursuant to the Management Agreement of the Fund, the Adviser is prohibited from investing more than a certain percentage of the Fund's assets in any single investment. Further, the Adviser has entered into side letters with certain members and limited partners of the Fund which impose further restrictions on the Adviser's discretionary authority.

The investment management agreements with its Separate Account clients currently do not provide the Adviser with investment discretion. See Item 16. Each Separate Account client has its own tailored investment strategy and Separate Account clients may impose restrictions on investing in certain types of investments.

The collateral management services the Adviser provides to CDOs are governed by the terms of the relevant collateral management agreements.

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## Item 5 – Fees and Compensations

### **Private Fund**

Pursuant to the Management Agreement with the Fund, the Adviser is entitled to the Fund Management Fee equal to a percentage of invested capital. All fees for the Fund are disclosed in the Offering Documents, which are provided to investors. Investors in the Fund may have different fee arrangements. To the extent they invest in the Fund, the Adviser's Affiliates and their associates invest on the same terms offered to other investors (other than to the extent expressly specified in the Organizational Documents).

The Fund Management Fee is payable in arrears on a quarterly basis and performance fees may be payable when earned. The Adviser may elect to defer payment of all or part of the Fund Management Fee and/or performance fee. Fund Management Fees and performance fees are generally deducted from the applicable Fund assets.

### **Separate Account**

The Separate Account pays a management fee, which is generally based on a percentage of the aggregate amount invested at cost for the investments made for the account. Management Fees are payable in advance on a quarterly basis.

The Management Agreement for the Separate Account may be cancelled at any time, by either party, for any reason, upon receipt of 30 days' written notice, or as otherwise agreed in the Management Agreement. If the Management Agreement is terminated by an investor of the Separate Account, a termination fee based on a percentage of the aggregate amount invested at cost for the investments made for the account will be payable to the manager.

In certain cases, other fees are earned in respect of the disposition of assets as provided in the Separate Account's Management Agreement.

### **CDOs**

The Adviser receives a collateral management fee as set forth in the collateral management agreement and offering document for each CDO, which is generally based on the size of the

portfolio being managed and will vary among the CDOs. The fees for these CDOs are paid monthly.

### **Other Fees Payable to the Adviser and its Affiliates**

The Adviser and its Affiliates will also from time to time receive (i) fees from, or with respect to, Portfolio Entities, borrowers or other third parties (x) as compensation for the arranging, underwriting, syndication or refinancing of an Investment, (y) as Additional Fees, including Acquisition Fees, loan modification or restructuring fees, servicing (including loan servicing) fees, special servicing and administrative fees, and (z) as fees for advisory (including investment banking and/or underwriting) or property/asset management services (including, but not limited to fees or payments for restructuring, mortgage-servicing, consulting (including management consulting), brokerage, capital market (including with respect to syndications or placements of debt and/or equity securities or instruments, including those issued by Portfolio Entities or entities formed to invest therein), credit origination, loan services, data management servicing, group purchasing, monitoring, commitment, syndication, origination, organizational and financing, divestment and other services) or title or other insurance provided to Portfolio Entities and/or third parties, (ii) fees from, or with respect to, the Clients' Investments or Portfolio Entities and from unconsummated transactions, including net break-up and topping fees, net commitment fees, net transaction fees, net monitoring fees, assumption, restructuring, directors' fees and net organization, financing, origination, divestment and similar fees, and (iii) fees associated with capital invested by co-investors relating to Investments in which the Clients participate or otherwise, in connection with a JV Arrangement in which the Clients participate or otherwise with respect to assets or other interests retained by a seller or other commercial counterparty with respect to which the Adviser or its Affiliates performs services. Such fees will not result in an offset to the Management Fee, except as set forth in the Organizational Documents of the Client. Please see **Item 10 – “Other Blackstone Business Activities”** for more information.

In addition, Portfolio Entities and Blackstone-affiliated service providers will receive fees in respect of services provided to Clients, Other Blackstone Vehicles and Portfolio Entities of the foregoing. There can be no assurances that amounts charge by Portfolio Entity service providers that are not controlled by a Client or Other Blackstone Vehicles will be consistent with market rates or that any benchmarking, verification or other analysis will be performed with respect to such charges. Please see **Item 10 – Other Financial Industry Activities and Affiliations** below and, in particular, “*Portfolio Entity Service Providers and Vendors*”, “*Service Providers, Vendors and Other Counterparties Generally*” and “*Blackstone Affiliate Service Providers*”

therein respectively for further information about such Portfolio Entities and Blackstone-affiliated service providers.

The Adviser or its Affiliates, from time to time, may also receive topping, break-up or other similar fees in connection with any unconsummated or terminated transaction as noted above. In the event that break-up or topping fees are paid to the Adviser and its Affiliates in connection with a transaction that is not ultimately consummated, co-investment vehicles that invest alongside the Clients will generally not be allocated any share of such break-up or topping fees; similarly, such co-investment vehicles generally do not bear their share of broken deal expenses for unconsummated transactions and such costs and expenses will generally be borne by the Clients. Please see **Item 10 – “Broken Deal Expenses.”** In the event break-up fees, topping fees, or similar expenses are payable by a co-investment vehicle, the Clients may advance such fees and expenses on behalf of the co-investment vehicle without charging interest until paid by the co-investment vehicle and the CTIMCO Managers may, in their discretion, request contribution from such co-investment vehicle in an amount equal to the advance. Such other fees may give rise to conflicts of interest in connection with a Client’s investment activities.

The Adviser and its personnel and related parties will receive intangible and other benefits, discounts and perquisites arising or resulting from their activities on behalf of the Clients, the value of which will not offset or reduce Management Fees or otherwise be shared with the Clients or their Investors or Portfolio Entities. Please see **Item 10 – “Other Benefits”** for examples of such benefits, discounts and perquisites received by the Adviser, its Affiliates and their personnel and related parties.

CoreTrust is an independent group purchasing organization used by large corporations and private equity firms to obtain volume discounts on products and services. In consideration of Blackstone’s work in facilitating Portfolio Entities’ participation in CoreTrust and in enhancing CoreTrust’s program, Blackstone receives a portion of the administrative fee CoreTrust collects from vendors as well as an annual consulting fee from CoreTrust. These fees do not offset Management Fees payable by Investors.

In addition, the Adviser and its Affiliates engage and retain on behalf of the Clients and/or their portfolio entities affiliated service providers to provide various services to the Clients and their portfolio entities, including fund administration services, title services, property management services, management and leasing oversight, corporate and trust services, loan servicing and real estate management, among others. As a result, Blackstone, through its interest in such affiliated

service providers (including those listed in Item 10), receives (or will receive) fees and compensation resulting from the Clients and their investments, and there will be no related offset to the Management Fee payable by the investors.

The Clients will generally bear the costs and expenses related to the organization or maintenance of any entity used to directly or indirectly acquire, hold or dispose of any Investment or otherwise facilitate such Clients' Investment activities (including, without limitation, travel, accommodation and related expenses related to such entity, and the salary and benefits of any personnel (including of the Adviser or its Affiliates) reasonably necessary or advisable for the maintenance and operation of such entity), expenses of liquidating Clients, capital raising and Investor-related services and other similar costs and expenses of administering side letters entered into with Investors (including the process of distributing and implementing applicable elections pursuant to any "most-favored nation" clauses in side letters) and to the extent not reimbursed by a third party, all third-party expenses incurred in connection with a proposed Investment that is not ultimately made (or a proposed Investment that was initially considered by an Other Blackstone Vehicle and subsequently allocated to a Client) or a proposed disposition that is not actually consummated (including legal, tax, accounting, travel and other expenses related to underwriting and pursuing an Investment, advisory and consulting fees and expenses, travel, accommodation and related expenses and printing expenses, and any liquidated damages, reverse termination fees or similar payments). In addition, Clients can be expected to bear the costs for in-house legal and tax advice and/or services, however such costs will not be greater than what would be paid to an unaffiliated third party for substantially similar services, on matters related to potential or actual Investments or transactions of the Clients and their Portfolio Entities. Service providers (including Affiliates of the Adviser) will be retained for such purposes in accordance with the terms described in **Item 10 – "Portfolio Entity Service Providers and Vendors" and "Service Providers, Vendors and Other Counterparties Generally."**

The Adviser intends to generally allocate partnership expenses and organizational expenses of the Clients on a pro rata basis on the capital commitments, invested capital or available capital, as applicable, but may in certain circumstances allocate such expenses in a different manner if the Adviser determines in good faith that doing so is more equitable or appropriate under the circumstances. This will result in a Client bearing a portion of certain partnership expenses and/or organizational expenses attributable to a parallel fund that are not directly connected to such Client and its activities, and (ii) a parallel fund bearing certain partnership expenses and/or organizational expenses of the Client that are not directly connected to such parallel fund or its activities.



The precise amount of, and the manner and calculation of, the fees and compensation described above, including the Management Fee and performance-based compensation, are established by the Adviser through negotiations with Investors in each Client, and the Offering Materials, the Organizational Documents and the Advisory Agreement of each Client include further details on such fees, compensation and related matters.

### **Expenses**

Clients may elect to have account assets held in the custody of a bank, trust company, broker-dealer or other entity selected by the Client and/or CDO or the Adviser. The Client or CDO bears any custodial fees associated with any such account. Any fees incurred by the Client or CDO will be in addition to the fee payable to the Adviser. See Item 15 – Custody for more information.

The following is a list of expenses that are typically borne by the Clients (and indirectly by the Investors in the Clients). This list is not intended to be exhaustive; prospective and existing Investors in the Clients are advised to review the applicable Client's Offering Materials and Organizational Documents for a more extensive description of the expenses associated with an investment in such Client.

(i) costs or expenses associated with developing, negotiating, structuring, financing, disposing of or otherwise dealing with investments, including investment banking, engineering, appraisal, environmental, travel, legal and accounting expenses, any deposits and commitment fees and other fees and out-of-pocket costs related thereto; (ii) costs or expenses associated with monitoring investments, including engineering, environmental, third-party payment processing, travel, legal, accounting and transaction fees; (iii) legal, filing, auditing, consulting, administration (including in-house administration/accounting costs), accounting and other professional fees and expenses; (iv) travel and other expenses in connection with the Clients' organization, fundraising and investment activities (including first class and/or business class airfare and/or private charter, where appropriate), first class lodging, ground transportation, travel and premium meals (including closing dinners and mementos, late night cars and meals (outside normal business hours) and social and entertainment events with Portfolio Entity management, customers, clients, Investors, borrowers, brokers and service providers; (v) fees, costs and expenses related to the organization or maintenance of any intermediate entity used to acquire, hold or dispose of any one or more Investment(s) or otherwise facilitating a Client's investment activities, including without limitation any travel and accommodation expenses related to such entity and the salary and benefits of any personnel (including personnel of the Adviser or its Affiliates) reasonably necessary and/or

advisable for the maintenance and operation of such entity, costs associated with the leasing of office space, or other overhead expenses in connection therewith; (vi) placement fees and due diligence of such placement agent; (vii) property, loan administration and servicing and other asset management fees; (viii) capital raising, expenses associated with investor admission and investor-related services and other similar costs; (ix) expenses associated with periodic reporting to such Fund; (x) expenses associated with financial statements and tax returns; (xi) brokerage commissions and other investments costs; (xii) expenses associated with registration of the Fund's securities; (xiii) expenses associated with regulatory compliance matters and regulatory filings, including but not limited to compliance with U.S. federal and state securities laws and international laws, and/or specifically relating to the Fund's activities (including, but not limited to, Form PF and similar forms with the SEC, Securities Exchange Act of 1934 reports, CFTC filings and AIFMD (including any costs associated with the AIFMD marketing passport)); (xiv) fees paid to administrators for services provided to the Clients, and due diligence of such administrator or other service provider; (xv) insurance; (xvi) interest and other expenses incurred in respect of borrowings, if any; (xvii) other expenses associated with the acquisition, holding, monitoring, settlement and disposition of such Fund's investments; (xviii) fees and expenses associated with brokerage services (including prime broker account charge, brokerage commissions and distribution fees); (xix) the costs and expenses of any custodians, depositaries, representative and paying agents, lenders, investment banks and other financing sources; (xx) any insurance and indemnity expenses; (xxi) fees and expenses related to hedging arrangements and currency conversion; (xxii) the costs and expenses of any litigation involving the Clients or entities in which the Clients have investments; (xxiii) technology expenses (including third-party as well as Blackstone-internally allocated charges); (xxiv) certain hardware expenses and software fees; (xxv) fees and expenses incurred in connection with derivative transactions; (xxvi) expenses incurred in connection with organizing and/or attending investment-related conferences and (xxvii) non-recurring operating expenses.

Investors in a Client are typically allocated (or otherwise bear) their *pro rata* share of such fees and expenses. Most staff out-of-pocket travel expenses in connection with the Clients' transactions are treated as fund expenses, subject to the terms of the Clients' Organizational Documents. The CTIMCO Managers will be required to decide whether costs and expenses are to be borne by a Client, on the one hand, or the CTIMCO Managers and the Adviser, on the other, and/or whether certain costs and expenses should be allocated between or among the Client, on the one hand, and the Other Blackstone Vehicles on the other. Certain expenses may be suitable for only a particular Fund (or, where applicable, its parallel fund) and borne only by such Client, or, as is more often

the case, expenses may be allocated *pro rata* among funds participating in the relevant investment(s), even if the expenses relate only to particular vehicle(s) and/or investor(s) therein. The CTIMCO Managers will make such judgments in their sole discretion, notwithstanding their interest in the outcome, in any manner that they determine to be fair and reasonable in good faith and in their sole discretion. The Adviser will make corrective allocations should it determine that such corrections are necessary or advisable. There can be no assurance that a different manner of allocation would not result in a Client bearing less (or more) expenses.

Certain personnel of Blackstone and its Affiliates, including Consultants (as defined herein), will, in certain circumstances, be seconded to one or more Portfolio Entities, vendors, service providers and vendors or Investors of the Clients and Other Blackstone Vehicles to provide finance, accounting, operation support, data management and other similar services, including the sourcing of Investments for the Clients or other parties. The salaries, benefits, overhead and other similar expenses for such personnel during the secondment could be borne by Blackstone and its Affiliates or the organization for which the personnel are working or both. (See “***Secondments and Internships***” in **Item 10** below) Blackstone or the relevant Portfolio Entity may or may not pay salary or cover expenses associated with such secondees and interns, and if a Portfolio Entity pays any such cost it will be borne directly or indirectly by a Client. Blackstone, the Clients, Other Blackstone Vehicles or their Portfolio Entities could receive benefits from these arrangements at no cost, or alternatively could pay all or a portion of the fees, compensation or other expenses in respect of these arrangements. The Management Fee will not be offset or reduced as a result of these arrangements or any fees, expense reimbursements or other costs related thereto. The personnel described above may provide services in respect of multiple matters, including in respect of matters related to Blackstone, the Clients, Other Blackstone Vehicles, Portfolio Entities, each of their respective Affiliates and related parties, and any costs of such personnel may be allocated accordingly. Blackstone will endeavor in good faith to allocate the costs of these arrangements, if any, to Blackstone, the Clients, Other Blackstone Vehicles, Portfolio Entities and other parties based on time spent by the personnel or another methodology Blackstone deems appropriate in a particular circumstance. CDOs incur various expenses with respect to the ongoing administration of the underlying collateral assets which are in addition to the collateral management fees earned by the Adviser.

Investors in a Client are typically allocated (or otherwise bear) their pro rata share of such fees and expenses, which may be calculated based on capital commitments, invested capital, available capital, or other metrics as determined by the CTIMCO Managers in their sole discretion. From

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time to time, the Adviser will be required to decide whether costs and expenses are to be borne by a Client, on the one hand, or the Adviser, on the other, and/or whether certain costs and expenses should be allocated between or among the Clients, on the one hand, and the Other Blackstone Vehicles on the other. Certain expenses may be suitable for only a particular Client or participating Other Blackstone Vehicles and borne only by such Client, or, as is more often the case, expenses may be allocated pro rata among the Clients and participating Other Blackstone Vehicles, even if the expenses relate only to particular vehicle(s) and/or investor(s) therein, such allocation may be calculated based on capital commitments, invested capital, available capital, or other metrics as determined by the CTIMCO Managers in their sole discretion. The Adviser will make such judgments in its fair and reasonable sole discretion, notwithstanding its interest in the outcome, and may make corrective allocations should it determine that such corrections are necessary or advisable. There can be no assurance that a different manner of allocation would not result in a Client bearing less (or more) expenses.

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## Item 6 – Performance-Based Fees and Side-By-Side Management

The CTIMCO Managers may receive performance fees with respect to third party investors in a Client in an amount up to 0.5% of disposition proceeds of any investment (in the case of the Fund, depending upon when the Investment is sold). Fees based on performance will only be charged in accordance with the provisions of Rule 205-3 under the Advisers Act. The Adviser will also receive a one-time exit fee upon disposition of assets equal to certain percentages of the disposition proceeds, depending upon the time period in which the investment is sold, as described in the applicable management agreement and in accordance with the terms of the Organizational Documents.

As described in **Item 10 – “Performance-Based Compensation”**, the fact that the Adviser’s Affiliates are in part compensated based on the performance of the Clients creates a greater incentive for the Adviser to make more speculative Investments on behalf of the Clients or time the purchase or sale of Investments in a manner motivated by the personal interest of Blackstone personnel than if such performance-based compensation did not exist.

The Clients have investment periods and overall duration that are generally limited to prescribed time periods, subject to extensions as permitted under the Organizational Documents, which may not require investor approval. The prospect of continuing to earn performance-based compensation from any actively investing Clients may create an incentive for the Adviser to extend the investment period or duration of a Client in accordance with the Offering Documents or Management Agreement, as applicable.

Neither the Adviser, nor any of its related persons is obligated to allocate any specific amount of time to a particular Client or CDO. The Adviser and its related persons intend to devote as much time as is deemed necessary for the conduct of each Client’s or CDO’s portfolio management, and will allocate investment opportunities in accordance with its allocation policy described in Item 12.B below.

The Adviser has adopted policies and procedures reasonably designed to enable it to operate in a manner whereby all its clients are treated fairly and equitably and to minimize the risk of any potential conflict of interest. These policies and procedures are described in more details below in Item 11 – Code of Ethics, Participation of Interests in Client Transactions and Personal Trading. The Adviser has also adopted allocation policies which seek to ensure that investment

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opportunities are allocated on a fair and reasonable basis among Clients or CDOs (as determined by the Adviser, in good faith) and that all Client or CDO accounts are managed in accordance with their respective investment mandate (see Item 12). The Adviser does not consider fee structures in allocating investment opportunities.

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## Item 7 – Types of Clients

The Adviser provides investment advice to its Clients. A Client's Investors can be expected to consist of some or all of the following:

- Sovereign wealth funds;
- Public and private retirement and pension plans;
- State and municipal government agencies;
- Insurance companies;
- Public and private profit sharing plans;
- Charitable organizations and foundations, including endowment funds thereof;
- Banks and other financial institutions;
- Private investment funds;
- Investment companies;
- Trusts and estates;
- Corporations;
- Family Offices;
- Certain high net worth individuals; and
- Business entities other than those listed above.

### **Private Fund – Investor Suitability Requirements**

All Investors in the Fund are subject to applicable suitability requirements. The Adviser and the CTIMCO Managers of a Client require that each Investor in a Client be an “accredited investor” as defined in Regulation D under the Securities Act, and a “qualified purchaser” as defined in Section 2(a)(51) of the U.S. Investment Company Act of 1940, as amended, and meet other suitability requirements (including, in some circumstances, a Person that is not a U.S. Person as defined in Regulation S under the Securities Act). Generally, Investors must invest a minimum dollar amount set forth in the Offering Documents. The CTIMCO Manager reserves the right, with the consent of majority-in-interest of the investors, to waive the minimum dollar amount.

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**The Separate Account – Investor Suitability Requirements**

The Adviser provides Separate Account services to an institutional investor capable of understanding the risks of its investment. The amount of invested capital committed to a Separate Account was negotiated with the Client or CDO.

**CDOs – Investor Suitability Requirements**

The CDOs were offered through private offerings made to “Qualified Institutional Buyers” under the Securities Act and in a manner whereby the CDOs are not required to register as an “investment company” under the Investment Company Act.



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## Item 8 – Methods of Analysis, Investment Strategies and Risk of Loss

### Analysis

The Adviser identifies and evaluates the Investments in which the Clients invest. The Adviser's analysis is based on certain criteria, which include, but are not limited to, risk/return profile, capital structure, liquidity and investment performance. See **Item 10 – “Advisors, Consultants and Partners”** for additional information on sourcing Investments.

For each prospective investment, an in-house underwriting team is assigned to perform a ground-up analysis of all aspects of credit risk. The Adviser has developed the capability to apply this methodology to a high volume of investment opportunities, including CMBS transactions with a large number of underlying loans, through the combination of personnel, procedures and technology. The Adviser incorporates input received from its finance, capital markets and legal teams, as well as from various third parties, including its credit providers.

In its direct origination programs, the Adviser strives to design a customized structure for each Investment that provides the Adviser with the necessary credit, yield and protective structural features while meeting the varying, and often complex, needs of its Clients or CDOs. In the structured products arena, its broad capital markets expertise enables the Adviser to better analyze the risks and opportunities embedded in complex vehicles such as CMBS and CDOs.

The Adviser actively manages its Clients' or CDOs' portfolios. From the closing of an Investment through its final repayment, the Adviser's asset management team is in constant contact with its borrowers and servicers, monitoring performance of its collateral and enforcing its rights as necessary.

### Investment Strategies

The following is only a summary of the principal investment strategies employed by the Adviser. The material risks associated with each of these strategies is set forth below. Investors should look to the Offering Documents of each Fund or the relevant Management Agreement and other Client or CDO materials for a more complete description of each strategy. Investors should not rely solely on the descriptions provided below.

The Adviser provides advice on the following structured products:

- ***Mezzanine Loans:*** Loans secured by a pledge of an owner's equity interest in one or more properties.
- ***B-Notes:*** Subordinated participations in First Mortgage Loans that have typically been securitized.
- ***First Mortgage Loans:*** Senior mortgage loans secured by an individual property or a portfolio of properties.
- ***CMBS:*** Interests in investment grade and below investment grade classes (including unrated, first-loss tranches) of fixed and floating rate commercial mortgage-backed securities including collateralized debt obligations and "rake bonds" (which are junior participations in mortgage loans held inside of a CMBS trust).
- ***Commercial Real Estate CDOs***
- ***Bank Debt:*** Secured and unsecured loans typically collateralized by real estate operating companies and their underlying real property assets.
- ***Other/Special Situation Investments:*** Investments primarily in special situations relating to one of the aforementioned investment categories or derivatives thereof. Examples include (all relating to commercial real estate): total rate of return swaps, credit default swaps, REIT securities, preferred equity, distressed loans and real estate related investments.
- ***REIT/Corporate Securities***

Investment opportunities which are appropriate for more than one Client or CDO will be allocated by the Adviser according to its allocation policies as described further in Section 12.B below.

The Adviser's personnel meet as necessary to discuss the investment activities of the Clients (it being understood that the investment periods for the Clients have ended). At that meeting, transactions and other relevant developments and/or activities regarding the Clients are discussed.

The above is only a summary of the principal investment strategies employed by the Adviser. The material risks associated with these strategies is set forth below.

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**Risk of Loss**

An investment in the Clients entails a significant degree of risk and therefore should be undertaken only by Investors capable of evaluating the risks of an investment therein and bearing the risks such investment represents. Set forth below is a non-exhaustive list of such risks (some of which may not apply to a particular Client):

1. No established market for potential Investments exists
2. Illiquidity of Investments by the Clients
3. Restrictions on transfers of investor interests under the Organizational Documents or the Securities Act and lack of a public market
4. Restrictions on redemptions and withdrawals with respect to open-end Clients
5. Financial market fluctuations and the availability of financing
6. Economic, political and social uncertainty in the markets where Clients invest and globally
7. Political activities (including political contributions, hiring lobbyists and other permissible political activities in U.S. or non-U.S. jurisdictions)
8. Regional risk; interdependence of markets
9. United Kingdom relations with the European Union and related volatility
10. Changes in legal, fiscal and regulatory regimes
11. Nature of equity or equity-related Investments
12. For non-U.S. Investments, currency fluctuation, exchange controls and political factors
13. Portfolio and geographic concentration
14. Investment environment and market risk
15. Market volatility risks, including interest rate fluctuations and inflation
16. Public health risk/epidemics/pandemics (including COVID-19)
17. Environmental risks and potential liabilities, including weather and climatological risks
18. Risks related to climate change and the increased focus on sustainability issues
19. Risk of loss of entire Investment
20. Deterioration of property values

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21. Policy risks in emerging markets
  22. Highly competitive nature of real estate investment business
  23. Inability to deploy capital in conjunction with finding suitable Investments
  24. Lender liability risks, including equitable subordination
  25. Hedging risk
  26. Inability to implement a Client's investment strategy
  27. Service provider process / control
  28. Increase in supply / decrease in demand
  29. Dependence on the Adviser, the Adviser's key personnel, and Portfolio Entity management
  30. Real estate's susceptibility to adverse changes in economic and employment conditions
  31. Valuation matters, including deficiencies in appraisal quality or third-party valuation agent's review in loan origination or the investment process (please see **Item 10 – "Valuation Matters"** for more information)
  32. Accounting, disclosure and regulatory standards
  33. Contingent liabilities incurred on dispositions or financings of Investments
  34. Limited ability to protect the Client's interest when making non-controlling Investments or Investments with third parties (including joint ventures)
  35. Lack of diversification in Investments
  36. Limited availability of investment opportunities
  37. Operating and financial risks of Portfolio Entities
  38. Reliance on Portfolio Entity management and third parties
  39. Cyber security breaches (including software code protection)
  40. Risks arising from ERISA including potential control group liability
  41. Litigation risk (including at the property level)
  42. Cross incurrence of indebtedness or guarantees on a several, joint and several or cross-collateralized basis among the Clients and with Other Blackstone Vehicles (please see **Item 10 – "Cross-Guarantees and Cross-Collateralization"** for more information)

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43. CFTC registration requirements or maintenance of exemptions therefrom
  44. Enhanced scrutiny and potential regulation of the private investment fund industry and the financial services industry (including Dodd-Frank)
  45. Compliance with pay-to-play laws, regulations and policies
  46. Compliance with U.S. economic and trade sanctions
  47. Compliance with anti-corruption laws and regulations
  48. Compliance with AIFMD, SFDR, Cayman Islands Private Fund Law and other international law
  49. Compliance with CFIUS
  50. Compliance with tax law (including FATCA and partnership audit rules)
  51. Counterparty risks due to derivative contracts
  52. Risks of fraud
  53. Delayed construction arising in Investments in new development
  54. Acquisition of sub-performing real estate loans and participations
  55. Risks of distressed securities being subject to workouts, restructurings or bankruptcy
  56. Risks of investing in publicly-traded securities
  57. Risks associated with subordinated debt and real estate investment activities generally
  58. Interest rate, credit, reinvestment and general market risks related to Investments in securities
  59. Benchmark reform and the impact on LIBOR and other IBORs
  60. Risks associated with Investments held in REITs
  61. Risks related to structured products, including commercial mortgage-backed securities
  62. Risks associated with distributions in-kind
  63. Due diligence may not reveal all factors affecting an Investment and may not reveal weaknesses in underlying loans securing such Investments in all circumstances
  64. Nature of mezzanine and other real-estate related debt Investments
  65. Risks specific to construction lending activities

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66. Risks arising from syndicating real estate debt
  67. Investments in commercial mortgage and mezzanine loans that are non-recourse in nature
  68. Investments in collateralized loan obligations with limited recourse liability
  69. Risks arising from mortgage-backed securities
  70. Failure of servicers to effectively service loans
  71. Risks related to rating agencies
  72. Risks related to bridge financings
  73. Sharing and use of “big data” and other information
  74. Risks related to privacy/GDPR
  75. Future investment techniques and instruments
  76. Social and political unrest / terrorist activities / war
  77. Natural disasters
  78. Availability of insurance against certain catastrophic losses
  79. Risks relating to due diligence of Investments
  80. Risks relating to technological and scientific innovations
  81. Platform investments
  82. Risk of default by Investors

**Prospective Investors are advised to review the applicable Client’s Offering Materials for a more extensive description of the applicable investment strategies and the risks of its investment program.**

Stock markets, bond markets and real estate markets fluctuate substantially over time. Performance of any Investment is not guaranteed. As a result, there is a risk of loss of the Investments managed by the Adviser that are out of its control. The Adviser cannot guarantee any level of performance or that the Clients will not experience a substantial or complete loss of their Investment. There is no assurance that the Clients will be able to generate returns or that the returns will be commensurate with the risks inherent in their investment strategy. The marketability and value of any Investment will depend upon many factors beyond the control of the Adviser. The expenses of the Clients may exceed their income, and an investor in a Client could lose the entire amount of its contributed capital. Therefore, an investor should only invest in a Client if the investor can

withstand a total loss of its investment. The past investment performance of the Clients cannot be taken to guarantee future results of the Clients or any of their Investments.

Inflation and rapid fluctuations in inflation rates have recently had, and may continue to have, negative effects on the economies and financial markets (including securities markets) of various countries, including those with emerging economies. For example, if a Portfolio Entity is unable to increase its revenue in times of higher inflation, its profitability may be adversely affected, including, without limitation, as a result of a significant increase to such Portfolio Entity's operating cost. Portfolio Entities may have revenues linked to some extent to inflation, including, without limitation, by government regulations and contractual arrangements. As inflation rises, a Portfolio Entity may earn more revenue but incur higher expenses. As inflation declines, a Portfolio Entity may not be able to reduce expenses commensurate with any resulting reduction in revenue. Furthermore, wages and prices of inputs increase during periods of inflation, which can negatively impact returns on investments. In an attempt to stabilize inflation, certain countries have imposed wage and price controls at times and certain central banks have raised interest rates.

Past governmental efforts to curb inflation have also involved more drastic economic measures that have had a materially adverse effect on the level of economic activity in the countries where such measures were employed, and similar governmental efforts could be taken in the future to curb inflation and could have similar effects. Certain countries, including the U.S., have recently seen increased levels of inflation and there can be no assurance that inflation will not become a serious problem in the future and have an adverse impact on a Fund's returns.

Additionally, certain countries have been susceptible to epidemics or pandemics, most recently COVID-19. The outbreak of such epidemics or pandemics, together with any resulting restrictions on travel or quarantines imposed, has had and will continue to have a negative impact on the economy and business activity globally (including in the countries in which the Clients invest), and thereby is expected to adversely affect the performance of a Client's Investments. Furthermore, the rapid development of epidemics or pandemics could preclude prediction as to their ultimate adverse impact on economic and market conditions, and, as a result, presents material uncertainty and risk with respect to a Client and the performance of its Investments or operations, and the ability of a Client to achieve its investment objectives.

There is currently an ongoing outbreak of COVID-19, which the World Health Organization has declared to constitute a "Public Health Emergency of International Concern." The outbreak of COVID-19 has resulted in numerous deaths, adversely impacted global commercial activity and

contributed to significant volatility in certain equity, debt, derivatives and commodities markets. The global impact of the outbreak has been rapidly evolving over the course of the COVID-19 pandemic, and at different points in time many countries have reacted by instituting (or strongly encouraging) quarantines, prohibitions on travel, the closure of offices, businesses, schools, retail stores, restaurants, hotels, courts and other public venues, and other restrictive measures designed to help slow the spread of COVID-19. Businesses have also implemented, at different times and to different degrees, similar precautionary measures. In addition, state, federal and non-U.S. laws and regulations have been implemented (and other laws and regulations are being considered) that place restrictions on lenders and landlords in the real estate sector and other industries from exercising certain of their rights in the event of borrower or tenant defaults or delinquencies, including with respect to foreclosure and eviction rights.

For example, certain jurisdictions have implemented debt payment relief packages or suspended the enforcement of residential and commercial evictions. Countries across Europe have also instituted similar protections, including residential and commercial protections for non-payment of rent, payment holidays and increased notice periods prior to evictions. Such measures, as well as the general uncertainty surrounding the dangers and impact of COVID-19, are (i) expected to have a material adverse impact on tenants, real estate lenders and commercial property owners, (ii) creating significant disruption in supply chains and economic activity and (iii) having a particularly adverse impact on transportation, hospitality, tourism, entertainment, healthcare, consumer and other industries. Moreover, with the continued spread of COVID-19, governments and businesses have taken, and may continue to take, increasingly aggressive measures to help slow its spread. For this reason, among others, as COVID-19 has, and could in the future, continue to spread, the potential impacts, including global, regional or other economic recessions or adverse market impacts have already occurred, and the likelihood of an ongoing exacerbated impact is uncertain and difficult to assess.

Any public health emergency, including any new or variant outbreaks of COVID-19, SARS, H1N1/09 flu, avian flu, other coronaviruses, Ebola or other existing or new epidemic diseases, or the threat thereof, could have a significant adverse impact on a Client and its Portfolio Entities and could adversely affect a Client's ability to fulfill its investment objectives.

The extent of the impact of any public health emergency on the Clients and their Portfolio Entities' operational and financial performance will depend on many factors, including the duration and



scope of such public health emergency (as well as the availability of effective treatments and/or vaccination), the extent of any related travel advisories and voluntary or mandatory government or private restrictions implemented, the impact of such public health emergency on overall supply and demand, goods (including component parts and raw materials) and services, investor liquidity, consumer confidence and spending levels, the extent of government support and levels of economic activity and the extent of its disruption to important global, regional and local supply chains and economic markets, all of which are highly uncertain and cannot be predicted. For example, the shortage of workers and lack of key components and raw materials that has come as a result of COVID-19 has and may continue to contribute to manufacturers and distributors being unable to produce or supply enough goods to meet increasing demands. The impact of these global supply chain constraints may not fully be reflected until future periods and may have an adverse impact on Clients and their Portfolio Entities at a future point when COVID-19 may not be as prevalent in the public. For this reason, valuations in such environment are subject to heightened uncertainty and subject to numerous subjective judgments even beyond what is traditionally the case, any or all of which could turn out to be incorrect with the benefit of hindsight. Furthermore, traditional valuation approaches that have been used historically may need to be modified in order to effectively capture fair value in the midst of significant volatility or market dislocation. The effects of a public health emergency may materially and adversely impact the value and performance of the Clients' Portfolio Entities, the Clients' ability to source, manage and divest investments and the Clients' ability to achieve their investment objectives, all of which could result in significant losses to the Clients. In particular, a public health emergency may have a greater impact on leveraged assets.

While the U.S. Food and Drug Administration and other similar regulators globally have approved COVID-19 vaccines (some for emergency use only) and these vaccines are currently available to the general public in the U.S. and in many non-U.S. jurisdictions, due to limited supply, they are not yet widely available to the general public in some other jurisdictions. Furthermore, a substantial proportion of the population in the U.S. and other jurisdictions has, despite the availability of vaccines, not been vaccinated, which is believed to be prolonging the global effects of COVID-19. In addition, the vaccines have been found to be less than 100 percent effective and to have waning effectiveness within an extended period of time following inoculation, which means a portion of the population that receives such vaccinations is less than fully protected against the disease. Furthermore, such vaccines have shown reduced efficacy against certain existing or emerging variants of COVID-19, and emerging variants may continue to be more transmissible or deadly than existing variants of COVID-19. COVID-19 is likely to continue to affect the economy

generally, and the COVID-19 pandemic and/or its economic impact may affect the Clients and their ability to achieve its investment objectives to a degree that is not currently known, given the situation continues to evolve.

In addition, the operations of the Clients, their Portfolio Entities, and the Adviser may be significantly impacted, or even temporarily or permanently halted, as a result of government quarantine measures, voluntary and precautionary restrictions on travel or meetings and other factors related to a public health emergency, including its potential adverse impact on the health of the personnel of any such entity or the personnel of any such entity's key service providers and the volatility in the labor, transport, energy and other markets resulting from or otherwise linked to the relaxation of the related quarantine measures, meeting and travel restrictions.

As a result of a public health emergency like the COVID-19 pandemic, the Adviser has determined in the past, and may in the future determine, in its discretion, that it is most effective and/or efficient to use private air and/or charter travel due to travel restrictions and/or health and safety considerations, including to and from locations where the Adviser's personnel are currently living (even if different than where the Adviser has historically had offices). The cost of such private air or charter travel, which may be increased due to the pandemic, shall be an expense of the Clients subject to and in accordance with the Adviser's policies.

On February 24, 2022, Russian troops began a full-scale invasion of Ukraine and, as of the date hereof, the countries remain in active armed conflict. Around the same time, the United States, the United Kingdom, the European Union, and several other nations announced a broad array of new or expanded sanctions, export controls, and other measures against Russia, Russia-backed separatist regions in Ukraine, and certain banks, companies, government officials, and other individuals in Russia and Belarus. The ongoing conflict and the rapidly evolving measures in response could be expected to have a negative impact on the economy and business activity globally (including in the countries in which the Clients invest), and therefore could adversely affect the performance of the Clients' investments. The severity and duration of the conflict and its impact on global economic and market conditions are impossible to predict, and as a result, could present material uncertainty and risk with respect to the Clients and the performance of its investments and operations, and the ability of the Clients to achieve its investment objectives. Similar risks will exist to the extent that any portfolio entities, service providers, vendors or certain other parties have material operations or assets in Russia, Ukraine, Belarus, or the immediate surrounding areas.

In recent years, the SEC's stated examination priorities and published observations from examinations have included, among other things, private equity firms' collection of fees and allocation of expenses, their marketing and valuation practices, allocation of investment opportunities, terms agreed in side letters and similar arrangements with investors, consistency of firms' practices with disclosures, handling of material non-public information and insider trading, purported waivers or limitations of fiduciary duties and the existence of, and adherence to, policies and procedures with respect to conflicts of interest.

In early 2022, the SEC proposed several new rules and amendments to existing rules under the Advisers Act specifically related to registered advisers and their activities with respect to private funds (including amendments to Form PF). Among these proposals, the SEC has proposed to limit circumstances in which a fund manager can be indemnified by a private fund; prohibit certain types of clawback provisions; increase reporting requirements (including in reduced timeframes) by private funds to investors concerning performance, fees and expenses and to the SEC regarding certain transactions and other fund and portfolio events and information; require registered advisers to obtain an annual audit for private funds and also require such fund's auditor to notify the SEC upon the occurrence of certain material events; enhance requirements, including the need to obtain a fairness opinion and make certain disclosures, in connection with adviser-led secondary transactions; prohibit advisers from engaging in certain practices, such as, without limitation, charging private fund clients fees for unperformed services or fees and expenses associated with an examination; and impose prohibitions on certain types of preferential treatment of investors in private funds via side letters or other arrangements with an adviser and new disclosure requirements for all other types of preferential treatment.

The scope and timing of any final rules and amendments with respect to these proposals is unknown. If adopted, even with modification, these rules and amendments would be expected to significantly increase compliance burdens and associated regulatory costs and complexity and reduce the ability to receive certain expense reimbursements or indemnification in certain circumstances. This, in turn, would be expected to increase the need for broader insurance coverage by fund managers and increase the costs and expenses charged to the Clients and its Investors. In addition, these amendments could increase the risk of exposure of the Clients, the General Partners and the Manager to additional regulatory scrutiny, litigation, censure and penalties for noncompliance or perceived noncompliance, which in turn would be expected to adversely (potentially materially) affect the Adviser and the Clients' reputation, and to negatively impact the Clients in conducting its business (thereby materially reducing returns to Investors). Further, as described above, as these amendments could impose limitations regarding preferential

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treatment of investors in private funds, the General Partners and its affiliates could potentially be prohibited from complying with certain side letter provisions and thereby deprive Investors of the previously negotiated benefits of such agreements.

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## Item 9 – Disciplinary Information

The Adviser does not have any legal, financial or other “disciplinary” events to report. As a registered investment adviser, the Adviser is obligated to disclose any legal disciplinary event that would be material to a Client when evaluating the Adviser’s advisory business or integrity of its management.

On occasion, in the ordinary course of its business, Blackstone is named as a defendant in a legal action. Although there can be no assurance of the outcome of such legal actions, the Adviser does not believe that any current legal proceeding or claim to which Blackstone is a party would individually or in the aggregate materially affect the Adviser or the Clients’ results of operations, financial position or cash flows.

Certain regulatory, litigation and other similar matters are from time to time disclosed in (i) Blackstone’s public filings (including, without limitation, its current, periodic and annual reports on Forms 8-K, 10-Q and 10-K), which may be accessed through the website of the SEC ([www.sec.gov](http://www.sec.gov)) or Blackstone (<http://ir.blackstone.com/investors/annual-reports-and-sec-filings/default.aspx>), and (ii) materials made available through Blackstone’s online portal related to Investors.

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## Item 10 – Other Financial Industry Activities and Affiliations

### **Other Financial Industry Activities**

Blackstone has conflicts of interest, or conflicting loyalties, as a result of the numerous activities and relationships of Blackstone, the Adviser, its Clients, the Other Blackstone Vehicles, the Portfolio Entities of Clients and Other Blackstone Vehicles and Affiliates, partners, members, shareholders, officers, directors and employees of the foregoing, some of which are described herein. Not all potential, apparent and actual conflicts of interest are included herein and additional conflicts of interest could arise as a result of new activities, transactions or relationships commenced in the future.

The Adviser will take such actions as may be required by the Organizational Documents of the applicable Clients to handle conflicts.

***Performance-Based Compensation.*** The Adviser's and/or the CTIMCO Managers' performance-based compensation creates a greater incentive for the CTIMCO Managers to make more speculative Investments on behalf of a Client or time the purchase or sale of Investments in a manner motivated by the personal interest of Blackstone personnel than if such performance-based compensation did not exist. In addition, the current law provides for a lower capital gains tax rate on performance-based compensation from Investments held for at least three years, which can be expected to incentivize the CTIMCO Managers to hold Investments longer to ensure long-term capital gains treatment or dispose of Investments prior to any change in law that would result in a higher effective income tax rate on performance-based compensation. The amount of the performance-based compensation will be dependent on valuations conducted by the CTIMCO Managers in the case of certain Clients, which the valuation of the non-marketable securities distributed, which will be determined by the CTIMCO Managers and could incentivize the CTIMCO Managers to value the securities higher than if there were no performance-based compensation. The CTIMCO Managers can engage third parties to determine the value of securities distributed in-kind or non-marketable securities and rely upon the third-party opinion of value, but there can be no assurance such an opinion will reflect value accurately.

***Allocation of Personnel.*** The Adviser will devote such time to a Client as it determines to be necessary to conduct its business affairs in an appropriate manner. However, Blackstone personnel, will work on other projects, serve on other committees (including boards of directors, as

applicable) and source potential Investments for and otherwise assist the Investment programs of Other Blackstone Vehicles and their Portfolio Entities, including other Investment programs to be developed in the future. Time spent on these other initiatives diverts attention from the activities of Clients, which could negatively impact the Clients and their Investors. Furthermore, Blackstone and Blackstone personnel derive financial benefit from these other activities, including fees and performance-based compensation. Blackstone personnel outside the Blackstone Real Estate Group share in the fees and performance-based compensation from Clients; similarly, the Blackstone Real Estate Group personnel share in the fees and performance-based compensation generated by Other Blackstone Vehicles. These and other factors create conflicts of interest in the allocation of time by Blackstone personnel. The Adviser's determination of the amount of time necessary to conduct a Client's activities will be conclusive, and Investors rely on the Adviser's judgment in this regard.

***Outside Activities of Principals and Other Personnel and their Related Parties.*** Certain personnel of Blackstone will, in certain circumstances, be subject to a variety of conflicts of interest relating to their responsibilities to Clients, Other Blackstone Vehicles and their respective Portfolio Entities, and their outside personal or business activities, including as members of investment or advisory committees or boards of directors of, or advisors to, investment funds, corporations, foundations or other organizations. Such positions create a conflict if such other entities have interests that are adverse to those of Clients, including if such other entities compete with Clients for investment opportunities or other resources. The Blackstone personnel in question may have a greater financial interest in the performance of the other entities than the performance of a Client. This involvement may create conflicts of interest in making Investments on behalf of a Client and such other funds, accounts and other entities. Also, Blackstone personnel are generally permitted to invest in alternative investment funds, private equity funds, real estate funds, hedge funds and other investment vehicles, as well as engage in other personal trading activities relating to companies, assets, securities or instruments (subject to Blackstone's Code of Ethics requirements), some of which will involve conflicts of interests. Such personal securities transactions will, in certain circumstances, relate to securities or instruments which can be expected to also be held or acquired by a Client or Other Blackstone Vehicles, or otherwise relate to companies or issuers in which a Client has or acquires a different principal investment (including, for example, with respect to seniority). There can be no assurance that conflicts of interest arising out of such activities will be resolved in favor of the Clients. Investors will not receive any benefit from any such Investments, and the financial incentives of Blackstone personnel in such other Investments could be greater than their financial incentives in relation to a Client. Although the Adviser and/or

the CTIMCO Managers will generally seek to minimize the impact of any such conflicts, there can be no assurance they will be resolved favorably for a Client.

Additionally, certain personnel and other professionals of Blackstone have family members or relatives that are actively involved in industries and sectors in which Clients invest and/or have business, personal, financial or other relationships with companies in such industries and sectors (including the advisors and service providers described above) or other industries, which gives rise to potential or actual conflicts of interest. For example, such family members or relatives might be officers, directors, personnel or owners of issuers of actual or potential Investments of Clients or other counterparties of Clients and their Portfolio Entities or assets. Moreover, in certain instances, a Client or their Portfolio Entities can be expected to purchase or sell assets from or to, or otherwise transact with, companies that are owned by such family members or relatives or in respect of which such family members or relatives have other involvement. In most such circumstances, the Organizational Documents will not preclude a Client from undertaking any of these investment activities or transactions. To the extent Blackstone determines appropriate, conflict mitigation strategies may be put in place with respect to a particular circumstance, such as internal information barriers or recusal, disclosure or other steps determined appropriate by the CTIMCO Managers. The Investors rely on the CTIMCO Managers to manage these conflicts in its sole discretion.

***Secondments and Internships.*** Certain personnel of Blackstone and its affiliates, including Consultants, will, in certain circumstances, be seconded to one or more Portfolio Entities, vendors, personnel, service providers or Investors of Clients and Other Blackstone Vehicles to provide finance, accounting, operation support, data management and other similar services, including the sourcing of Investments for Clients or other parties. The salaries, benefits, overhead and other similar expenses for such personnel during the secondment could be borne by Blackstone and its affiliates or the organization for which the personnel are working or both. In addition, personnel of Portfolio Entities, vendors, service providers (including law firms and accounting firms) and Investors of Clients and Other Blackstone Vehicles will, in certain circumstances, be seconded to, serve internships at, or otherwise provide consulting services to Blackstone, Clients, Other Blackstone Vehicles and Portfolio Entities of Clients and Other Blackstone Vehicles. While often Clients, Other Blackstone Vehicles and their Portfolio Entities are the beneficiaries of these types of arrangements, Blackstone is from time to time a beneficiary of these arrangements as well, including in circumstances where the vendor, personnel or service provider or otherwise also provides services to Clients, Other Blackstone Vehicles, their Portfolio Entities or Blackstone in the ordinary course. Blackstone or the Portfolio Entity may or may not pay salary or cover



expenses associated with such secondees and interns, and if a Portfolio Entity pays the cost it will be borne directly or indirectly by a Client, Blackstone, Other Blackstone Vehicles or their Portfolio Entities. If Blackstone pays salaries or covers expenses associated with such secondees and interns, it may seek reimbursement from a Client for such amounts. Blackstone, its Clients, Other Blackstone Vehicles or their Portfolio Entities could receive benefits from these arrangements at no cost, or alternatively could pay all or a portion of the fees, compensation or other expenses in respect of these arrangements and if a Portfolio Entity pays the cost or Blackstone seeks reimbursement from the Client or its Portfolio Entities for such secondment costs, it could be borne directly or indirectly by the Clients. To the extent such fees, compensation or other expenses are borne by a Client, including indirectly through its Portfolio Entities or reimbursement of Blackstone for such cost, the Management Fee will not be offset or reduced as a result of these arrangements or any fees, expense reimbursements or other costs related thereto. The personnel described above may provide services in respect of multiple matters, including in respect of matters related to Blackstone, Clients, Other Blackstone Vehicles, Portfolio Entities, each of their respective affiliates and related parties, and any costs of such personnel may be allocated accordingly. Blackstone will endeavor in good faith to allocate the costs of these arrangements, if any, to Blackstone, Clients, Other Blackstone Vehicles, Portfolio Entities and other parties based on time spent by the personnel or another methodology Blackstone deems appropriate in a particular circumstance.

***Other Benefits.*** The Adviser, its Affiliates and their personnel and related parties will receive intangible and other benefits, discounts and perquisites arising or resulting from their activities on behalf of a Client, the value of which will not offset or reduce Management Fees or otherwise be shared with a Client, its Portfolio Entities or the Investors. For example, airline travel or hotel stays will result in “miles” or “points” or credit in loyalty or status programs, and such benefits will, whether or not *de minimis* or difficult to value, inure exclusively to the benefit of the Adviser, its Affiliates or their personnel or related parties receiving it, even though the cost of the underlying service is borne by a Client as partnership expenses or by its Portfolio Entities. (See also “— Service Providers, Vendors and Other Counterparties Generally” herein.) Similarly, the Adviser, its Affiliates and their personnel and related parties, and third parties designated by the foregoing, also receive discounts on products and services provided by Portfolio Entities and customers or suppliers of such Portfolio Entities.

***Advisors, Consultants and Partners.*** The Adviser, its Affiliates and their personnel and related parties engage and retain Consultants to provide a variety of services. Similarly, Clients, Other Blackstone Vehicles and their Portfolio Entities retain and pay compensation to Consultants to

provide services, or to undertake a build-up strategy to originate, acquire and develop assets and businesses in a particular sector or involving a particular strategy. Any amounts paid by a Client or a Portfolio Entity to Consultants in connection with the above services, including, performance-based compensation (*e.g.*, promote), retainers, cash fees, profits, equity interests in a Portfolio Entity, discretionary bonus awards and expense reimbursements, will be treated as partnership expenses or expenses of the Portfolio Entity, as the case may be, and will not, even if they have the effect of reducing any retainers or minimum amounts otherwise payable by the Adviser, be chargeable to the Adviser or deemed paid to or received by the Adviser, or offset or reduce any Management Fees to the Adviser or be subordinated to return of the Investor's capital. Amounts charged by Consultants will not necessarily be confirmed as being comparable to market rates for such services. Also, Consultants often co-invest alongside a Client in Portfolio Entities and Investments, participate in long-term incentive plans of a Portfolio Entity, and invest directly in a Client or in vehicles controlled by a Client, with reduced or waived Management Fees and performance-based compensation. Consultants' benefits described in this paragraph will, in certain circumstances, continue after termination of status as a Consultant.

The time dedication and scope of work of a Consultant varies considerably. In some cases, a Consultant advises the Adviser on transactions, provides the Adviser with industry-specific insights and feedback on investment themes, assists in transaction due diligence, and makes introductions to, and provides reference checks on, management teams. In other cases, Consultants take on more extensive roles, including serving as executives or directors on the boards of Portfolio Entities and contributing to the identification and origination of new investment opportunities. A Client may rely on these Consultants to recommend the Adviser and Client as a preferred investment partner and carry out its investment program, but there is no assurance that any Consultant will continue to be involved with a Client for any length of time. The Adviser and Client can be expected to have formal or informal arrangements with Consultants that may or may not have termination options and may include compensation, no compensation, or deferred compensation until occurrence of a future event, such as commencement of a formal engagement. In certain cases, Consultants have attributes of Blackstone "employees" (*e.g.*, they can be expected to have dedicated offices at Blackstone, receive administrative support from Blackstone personnel, participate in general meetings and events for Blackstone personnel or work on Blackstone matters as their primary or sole business activity, have Blackstone-related e-mail addresses or business cards and participate in certain benefit arrangements typically reserved for Blackstone employees), even though they are not Blackstone employees, Affiliates or personnel for purposes of the Organizational Documents and the Advisory Agreement, as applicable, and their salary and related

expenses are paid by a Client as partnership expenses or by Portfolio Entities without any reduction or offset to Management Fees. Some Consultants work only for a Client and its Portfolio Entities, while other Consultants may have other clients, including Other Blackstone Vehicles as described below. In particular, in some cases, Consultants, including those with a “Senior Advisor” title, have been and will be engaged with the responsibility to source and recommend transactions to the Adviser potentially on a full-time and/or exclusive basis and, notwithstanding any overlap with the responsibilities of the Adviser under the investment advisory agreement, the compensation to such Consultants could be borne fully by the Client and/or Portfolio Entities (with no reduction or offset to Management Fees) and not the Adviser. Consultants could have conflicts of interest between their work for a Client and its Portfolio Entities, on the one hand, and themselves or other clients, on the other hand, and the Adviser is limited in its ability to monitor and mitigate these conflicts. Additionally, Consultants could provide services on behalf of both the Client and Other Blackstone Vehicles, and any work performed by Consultants retained on behalf of the Client could benefit such Other Blackstone Vehicles (and alternatively, work performed by Consultants on behalf of Other Blackstone Vehicles could benefit the Client), and the Adviser shall have no obligation to allocate any portion of the costs to be borne by the Client in respect of such Consultant’s work on behalf of the Client to such Other Blackstone Vehicles.

In addition, a Client will, in certain circumstances, enter into an arrangement from time to time with one or more individuals (who may be former personnel of Blackstone or current or former personnel of Portfolio Entities of the Client or Other Blackstone Vehicles, may have experience or capability in sourcing or managing investments, and may form a management team) to undertake a build-up strategy to acquire and develop assets and businesses in a particular sector or involving a particular strategy. The services provided by such individuals or relevant Portfolio Entity, as the case may be, could include: origination or sourcing, due diligence, evaluation, negotiation, servicing, development, management (including turnaround) and disposition. The individuals or relevant Portfolio Entity could be compensated with a salary and equity incentive plan, including a portion of profits derived from the Client or a Portfolio Entity or asset of the Client, or other long term incentive plans. Compensation could also be based on assets under management or other similar metric. The Client could bear the cost of overhead (including rent, utilities, benefits, salary or retainers for the individuals or their affiliated entities) and the sourcing, diligence and analysis of Investments, as well as the compensation for the individuals and entity undertaking the build-up strategy. Such expenses could be borne directly by a Client as partnership expenses (or broken deal expenses, if applicable) or indirectly through expenditures by a Portfolio Entity. None of such Portfolio Entities or Consultants will be treated as Affiliates of the Adviser

for purposes of the Organizational Documents and none of the fees, costs or expenses described above will reduce or offset the Management Fee.

In addition, the Adviser could engage third parties as senior advisors (or another similar capacity) in order to advise it with respect to existing investments, specific investment opportunities, and economic and industry trends. Such senior advisors could receive reimbursement of reasonable related expenses by Portfolio Entities or the Client and could have the opportunity to invest in a portion of the assets available to the Client for investment which could be taken by the Adviser and its affiliates. If such senior advisors generate investment opportunities on the Client's behalf, such senior advisors could receive special additional fees or allocations comparable to those received by a third party in an arm's length transaction and such additional fees or allocations would be borne fully by the Client and/or Portfolio Entities (with no reduction or offset to Management Fees) and not the Adviser.

***Multiple Blackstone Business Lines.*** Blackstone has multiple business lines, including the Blackstone Capital Markets Group, which Blackstone, Clients, Other Blackstone Vehicles, Portfolio Entities of Clients and Other Blackstone Vehicles and third parties will, in certain circumstances, engage for debt and equity financings and to provide other investment banking, brokerage, investment advisory or other services. As a result of these activities, Blackstone is subject to a number of actual and potential conflicts of interest, greater regulatory oversight and more legal and contractual restrictions than if it had one line of business. For example, Blackstone may come into possession of information that limits the Client's ability to engage in potential transactions. Similarly, other Blackstone businesses and their personnel may be prohibited by law or contract from sharing information with the Adviser that would be relevant to monitoring the Client's Investments and other activities. Finally, Blackstone personnel who are members of the investment team or investment committee may be excluded from participating in certain investment decisions due to conflicts involving other Blackstone businesses or for other reasons, including other business activities, in which case a Client will not benefit from their experience. The Investors will not receive a benefit from any fees earned by Blackstone or its personnel from these other businesses.

Blackstone is under no obligation to decline any engagements or Investments in order to make an investment opportunity available to a Client. Blackstone has long-term relationships with a significant number of corporations and their senior management. The Adviser will consider those relationships when evaluating an investment opportunity, which may result in the Adviser choosing not to make such an Investment due to such relationships (e.g., Investments in a

competitor of a client or other Person with whom Blackstone has a relationship). A Client may be required to sell or hold existing Investments as a result of investment banking relationships or other relationships that Blackstone may have or transactions or Investments that Blackstone may make or has made. Therefore, there can be no assurance that all potentially suitable investment opportunities that come to the attention of Blackstone will be made available to a Client. (See also “Other Blackstone Vehicles; Allocation of Investment Opportunities” and “—Portfolio Entity Relationships Generally” herein.) The Client may also co-invest with clients of Blackstone or other persons with whom Blackstone has a relationship in particular investment opportunities, and other aspects of these Blackstone relationships could influence the decisions made by the Adviser with respect to a Client’s Investments and otherwise result in a conflict. (See also “—Other Blackstone Vehicles; Allocation of Investment Opportunities” herein.)

Also, Blackstone will represent creditors or debtors in proceedings under Chapter 11 of the U.S. Bankruptcy Code or prior to such filings and will serve as advisor to creditor and equity committees. This involvement, for which Blackstone will from time to time be compensated, could limit or preclude the flexibility that a Client would otherwise have to buy or sell certain real estate related assets, and may require that a Client dispose of an Investment at an inopportune time.

Finally, Blackstone and Other Blackstone Vehicles could acquire investor interests in a Client in the secondary market. Blackstone and Other Blackstone Vehicles would generally have greater information than counterparties in such transactions, and the existence of such business could produce conflicts, including in the valuation of a Client’s Investments.

***Minority Investments in Asset Management Firms.*** Blackstone and Other Blackstone Vehicles, including BSCH and its related parties, regularly make minority Investments in alternative asset management firms that are not affiliated with Blackstone, Clients, Other Blackstone Vehicles and their respective Portfolio Entities, and which may from time to time engage in similar investment transactions, including with respect to purchase and sale of Investments, with these asset management firms and their sponsored funds and Portfolio Entities. Typically, the Blackstone related party with an interest in the asset management firm would be entitled to receive a share of performance-based compensation and net fee income or revenue share generated by the various products, vehicles, funds and accounts managed by that third-party asset management firm that are included in the transaction or activities of the third-party asset management firm, or a subset of such activities such as transactions with a Blackstone related party. In addition, while such minority investments are generally structured so that Blackstone does not “control” such third-party asset management firms, Blackstone may nonetheless be afforded certain governance rights

in relation to such investments (typically in the nature of “protective” rights, negative control rights or anti-dilution arrangements, as well as certain reporting and consultation rights) that afford Blackstone the ability to influence the firm. Although Blackstone and Other Blackstone Vehicles, including BSCH, do not intend to control such third-party asset management firms, there can be no assurance that all third parties will similarly conclude that such investments are non-control investments or that, due to the provisions of the governing documents of such third-party asset management firms or the interpretation of applicable law or regulations, investments by Blackstone and Other Blackstone Vehicles, including BSCH, will not be deemed to have control elements for certain contractual, regulatory or other purposes. While such third-party asset managers will not be deemed “Affiliates” of Blackstone under the Organizational Documents or for any other purpose, Blackstone may, under certain circumstances, be in a position to influence the management and operations of such asset managers and the existence of its economic/revenue sharing interest therein can be expected to give rise to conflicts of interest. Participation rights in a third-party asset management firm (or other similar business), negotiated governance arrangements and/or the interpretation of applicable law or regulations could expose the investments of a Client to claims by third parties in connection with such investments (as indirect owners of such asset management firms or similar businesses) that may have an adverse financial or reputational impact on the performance of a Client. Clients, their affiliates and their respective Portfolio Entities may from time to time engage in transactions with, and buy and sell investments from, any such third-party asset managers and their sponsored funds. There can be no assurance that the terms of these transactions between parties related to Blackstone, on the one hand, and a Client and its Portfolio Entities, on the other hand, will be at arm’s length or that Blackstone will not receive a benefit from such transactions, which can be expected to incentivize Blackstone to cause these transactions to occur. Such conflicts related to investments in and arrangements with other asset management firms will not necessarily be resolved in favor of the Client. Investors will not be entitled to receive notice or disclosure of the terms or occurrence of either the investments in alternative asset management firms or transactions therewith and will not receive any benefit from such transactions.

***Blackstone Policies and Procedures; Information Walls.*** Blackstone has implemented policies and procedures to address conflicts that arise as a result of its various activities, as well as regulatory and other legal considerations. Some of these policies and procedures, such as Blackstone’s information wall policy, also have the effect of reducing firm-wide synergies and collaboration that a Client could otherwise expect to utilize for purposes of identifying and managing attractive Investments. Personnel of Blackstone may be unable, for example, to assist

with the activities of a Client as a result of these walls. There can be no assurance that additional restrictions will not be imposed that would further limit the ability of Blackstone to share information internally. In addition, due to these restrictions, a Client may not be able to initiate a transaction that it otherwise might have initiated and may not be able to purchase or sell an Investment that such Client otherwise might have purchased or sold, which could negatively affect such Client's operations.

**Data.** Blackstone receives, generates or obtains various kinds of data and information from Clients, Other Blackstone Vehicles, their Portfolio Entities, and, at their election, certain Investors in Clients and Investors in Other Blackstone Vehicles, and service providers, including but not limited to data and information relating to business operations, financial information results, trends, budgets, plans, ESG, carbon emissions and related metrics, customer and user data, employee and contractor data, supplier and cost data, and other related data and information, some of which is sometimes referred to as alternative data or "big data." Blackstone can be expected to be better able to anticipate macroeconomic and other trends, and otherwise develop investment themes or identify specific investment, trading or business opportunities, as a result of its access to (and rights regarding) this data and information from Clients, Other Blackstone Vehicles, their Portfolio Entities and, at their discretion, certain Investors in Clients and Investors in Other Blackstone Vehicles. Blackstone has entered and will continue to enter into information sharing and use, measurement and other arrangements, which will give Blackstone access to (and rights regarding, including use, distribution and derived works rights over) data that it would not otherwise obtain in the ordinary course, with Clients, Other Blackstone Vehicles, their Portfolio Entities, and, at their election, certain Investors in Clients and Investors in Other Blackstone Vehicles, related parties and service providers. Further, this alternative data is expected to be aggregated across the Funds, Other Blackstone Clients and their respective Portfolio Entities. Although Blackstone believes that these activities improve Blackstone's investment management activities on behalf of Clients and Other Blackstone Vehicles, information obtained from a Client, its Portfolio Entities and, at their election, certain Investors in Clients and Investors in Other Blackstone Vehicles also provides material benefits to Blackstone, other Clients and Other Blackstone Vehicles typically without compensation or other benefit accruing to a Client, its Investors or Portfolio Entities. For example, information from a Portfolio Entity owned by a Client can be expected to enable Blackstone to better understand a particular industry and execute trading and investment strategies in reliance on that understanding for Blackstone and Other Blackstone Vehicles that do not own an interest in the Portfolio Entity, typically without compensation or

benefit to the Client or its Portfolio Entities. Blackstone is expected to serve as the repository for data described in this paragraph.

Furthermore, except for contractual obligations to third parties to maintain confidentiality of certain information or otherwise limit the scope and purpose of its use or distribution, and regulatory limitations on the use of material non-public information, Blackstone is generally free to use and distribute data and information from a Client's activities to assist in the pursuit of Blackstone's various other activities, including to but not limited to trading activities for the benefit of Blackstone or another Client or Other Blackstone Vehicle. Any confidentiality obligations in the Organizational Documents of a Client do not limit Blackstone's ability to do so. For example, Blackstone's ability to trade in securities of an issuer relating to a specific industry may, subject to applicable law, be enhanced by information of a Portfolio Entity in the same or related industry. Such trading or other business activities can be expected to provide a material benefit to Blackstone without compensation or other benefit to the Client or its Investors.

The sharing and use of "big data" and other information presents potential conflicts of interest and the Investors acknowledge and agree that any benefits received by Blackstone or its personnel (including fees (in cash or in kind), costs and expenses) will not be subject to the Management Fee offset provisions or otherwise shared with a Client or its Investors. As a result, the Adviser has an incentive to pursue Investments that have data and information that can be utilized in a manner that benefits Blackstone or Other Blackstone Vehicles. (See also "*—Blackstone Affiliate Service Providers*" and "*—Data Management Services*" herein/)

***Blackstone Strategic Relationships.*** Blackstone has entered, and it can be expected that Blackstone in the future will enter, into Strategic Relationships. A Strategic Relationship often involves an Investor agreeing to make a capital commitment to two or more Blackstone funds, one of which may be a Client. Investors will not receive a copy of any agreement memorializing a Strategic Relationship program (even if in the form of a side letter) and will be unable to elect in the "most-favored nations" election process any such rights or benefits afforded through a Strategic Relationship (for the avoidance of doubt, no further disclosure or reporting information will be shared with the Investors about any Strategic Relationship). Specific examples of such additional rights and benefits have included and can be expected to include, among others, specialized reporting, discounts on, reductions to and/or reimbursement or rebates of management fees or performance-based compensation beyond those available to the Investors, secondment of personnel from the investor to Blackstone (or vice versa), targeted amounts for co-investments alongside Other Blackstone Vehicles (including, without limitation, preferential or favorable



allocation of co-investment, and preferential terms and conditions related to co-investment or other participation in Other Blackstone Vehicles (including any performance-based compensation and/or management fees to be charged with respect thereto, as well as any additional discounts, reductions, reimbursements or rebates thereof or other penalties that may result if certain target co-investment allocations or other conditions under such arrangements are not achieved)). The co-investment that is part of a Strategic Relationship may include co-investment in investments made by all Clients. To the extent any allocations are made pursuant to the Organizational Document based on unused Capital Commitments, any such discount or reduction of management fees may cause the unused Capital Commitments of the applicable investor to fluctuate disproportionately as compared to the unused Capital Commitments of any other Limited Partner without such management fee discount or reduction. See also “—Diverse Investor Group” below. Blackstone, including its personnel (including real estate personnel), will receive compensation from Strategic Relationships and be incentivized to allocate investment opportunities away from a Client or source investment opportunities for Strategic Relationships. Strategic Relationships will, in certain circumstances, result in fewer co-investment opportunities (or reduced allocations) being made available to Investors. (See also “—**Additional Potential Conflicts of Interest**” herein.)

***Buying and Selling Investments or Assets from Certain Related Parties.*** A Client and its Portfolio Entities can be expected to purchase investments or assets from or sell investments or assets of a Client (including its Portfolio Entities) to Investors, Portfolio Entities of other Clients or Other Blackstone Vehicles or their respective related parties, including parties which such Investors or Portfolio Entities, or Other Blackstone Vehicles, own or have invested in. Purchases and sales, directly or indirectly, of investments or assets of a Client between a Client or its Portfolio Entities, on the one hand, and Investors and/or Portfolio Entities of other Clients or Other Blackstone Vehicles or their respective related parties, on the other hand, are not subject to the approval of any Investor. For example, a Portfolio Entity may sell its data to limited partners, Portfolio Entities of other Clients or Other Blackstone Vehicles or their respective related parties (See also “***Data***” and “—***Data Management Services***” herein.) These transactions involve conflicts of interest, as Blackstone may receive fees and other benefits, directly or indirectly, from or otherwise have interests in both parties to the transaction, including different financial incentives Blackstone may have with respect to the parties to the transaction. For example, there can be no assurance that any Investment or asset sold by a Client to Investors, Portfolio Entities of other Clients or Other Blackstone Vehicles or any of their respective related parties will not be valued or allocated a sale price that is lower than might otherwise have been the case if such asset were sold to a third party

rather than to Investors, Portfolio Entities of other Clients or Other Blackstone Vehicles or such related parties. Blackstone will not be required to solicit third party bids or obtain a third party valuation prior to causing a Client or any of its Portfolio Entities to purchase or sell any asset or Investment from or to Investors, Portfolio Entities of other Clients or Other Blackstone Vehicles or any of their respective related parties as provided above.

***Selling Assets to Other Blackstone Vehicles.*** A Client may directly or indirectly source, originate, syndicate, sell and/or purchase all or any portion of an asset (or portfolio of assets/investments) to one or more other Clients or Other Blackstone Vehicles at a price representing a valuation no lower than the valuation of such Investment at the time of the sale as determined by the Adviser in accordance with the Client's valuation procedures and related policies (x) taking into account a supporting third-party appraisal/valuation of such Investment, (y) which is otherwise supported by an opinion of a third-party financial advisory and valuation firm obtained by the Adviser, or other independent verification of value (which may be in the form of obtaining one or more bids or quotes from third parties or otherwise based on the General Partner's own internal valuation) or (z) which is otherwise approved by an Investor Representative of a Client. A Client may originate or initially acquire an Investment (or portfolio of related Investments) in circumstances where it expects that certain portions or tranches thereof (which may be of different levels of seniority or credit quality) will be syndicated to one or more other Clients or Other Blackstone Vehicles as described above (in which case Blackstone will have conflicting duties in determining the tranching thereof). Blackstone will have conflicting duties to a Client and Other Blackstone Vehicles when a Client sells assets to Other Blackstone Vehicles. In addition, certain financings between a Client and Blackstone affiliates may involve structuring that in form is a transaction between the Client and an Affiliate, but will not be treated as the sale of an Investment from or to the Client from or to a Blackstone affiliate for purposes of the Organizational Documents of such Client, as determined by the General Partner in good faith. There can be no assurance that any assets sold by a Client to an Other Blackstone Vehicle (or where such Other Blackstone Vehicle is providing financing to a Client or a third party purchaser) will not be valued or allocated a sale price that is lower than might otherwise have been the case if such asset were sold to a third party rather than to an Other Blackstone Vehicle, including a third party purchaser that is not receiving such financing from an Other Blackstone Vehicle. Blackstone will not be required to solicit third-party bids prior to causing a Client to sell an asset to an Other Blackstone Vehicle as provided above.

***Relationships with Portfolio Entities.*** Portfolio Entities are or will be counterparties or participants in agreements, transactions or other arrangements with Portfolio Entities of Other

Blackstone Vehicles or Blackstone for the arranging, underwriting, syndication or refinancing of an Investment or other services provided by such Portfolio Entities or Blackstone (including without limitation, loan modification or restructuring services, loan servicing, administrative services, loan/asset management fees, fees for monitoring and oversight of loans, advisory services, property/asset management services, and title insurance services), that, although Blackstone determines to be consistent with the requirements of such Clients' Organizational Documents, would not have otherwise been entered into but for the affiliation with Blackstone, and which involve fees and/or servicing payments to Blackstone-affiliated entities which are not subject to Management Fee offset provisions. In connection with such relationships, Blackstone will, in certain circumstances, also make referrals and/or introductions to certain borrowers and/or issuers (which can be expected to result in financial incentives (including additional equity ownership) and/or milestones benefitting Blackstone that are tied or related to participation by such borrowers and/or issuers). Clients and their Investors will not share in any fees or economics accruing to Blackstone as a result of these relationships and/or participation by such borrowers and/or issuers.

In addition, it is possible that certain Portfolio Entities of the Other Blackstone Vehicles or companies in which the Other Blackstone Vehicles have an interest will compete with the Clients for one or more investment opportunities.

***Blackstone's Relationship with Pátria.*** Blackstone owns a non-controlling equity interest in Pátria. Pátria is a leading Brazilian alternative asset manager and advisory firm. Pátria's alternative asset management businesses include the management of private equity funds, real estate funds, infrastructure funds and hedge funds (e.g., a multi-strategy fund and a long/short equity fund). On January 26, 2021, Pátria completed its IPO, pursuant to which Blackstone sold a portion of its interest and no longer has representatives or the right to designate representatives on Pátria's board of directors. As a result of Pátria's pre-IPO reorganization transactions (which included Blackstone's sale of 10% of Pátria's pre-IPO shares to Pátria's controlling shareholder) and the consummation of the IPO, Blackstone is deemed to no longer have significant influence over Pátria due to its decreased ownership and lack of board representation. Blackstone does not control the day-to-day management of Pátria or the investment decisions of Pátria's funds, all of which reside with the local Brazilian partners of Pátria.

***Other Blackstone Vehicles; Allocation of Investment Opportunities.*** Blackstone invests its own capital and third-party capital on behalf of Other Blackstone Vehicles and Clients in a wide variety of investment opportunities throughout the world. Not every opportunity suitable for a Client will

be allocated to it in whole or in part. Certain exceptions exist that allow specified types of investment opportunities that fall within a Client's investment objectives or strategy to be allocated in whole or in part to Blackstone itself or Other Blackstone Vehicles, such as strategic Investments made by Blackstone itself (whether in financial institutions or otherwise) and the exception for other Clients and Other Blackstone Vehicles that have investment objectives or guidelines similar to, or overlapping, in whole or in part with, those of a Client, to some extent, or pursue similar returns as a certain Client but have a different investment strategy or objective. Therefore, there may be a limited number of circumstances where investments that are consistent with a certain Client's investment objectives may be required or permitted to be offered to, shared with or made by one or more Other Blackstone Vehicles (and so, offered to, shared with or made thereby). It is expected that some activities of Blackstone, other Clients, the Other Blackstone Vehicles and their Portfolio Entities will compete with a Client and its Portfolio Entities for one or more investment opportunities that are consistent with a Client's investment objectives, and as a result such investment opportunities may only be available on a limited basis, or not at all, to a Client. The Adviser has conflicting loyalties in determining whether an investment opportunity should be allocated to one or more Clients, Blackstone or an Other Blackstone Vehicle. Blackstone has adopted guidelines and policies, which it can be expected to update from time to time, regarding allocation of investment opportunities.

- Overlapping Objectives and Strategies: In circumstances in which any Other Blackstone Vehicles have investment objectives or guidelines that overlap with those of a Client, in whole or in part, Blackstone generally determines the relative allocation of investment opportunities among such vehicles on a fair and reasonable basis in good faith according to guidelines and factors determined by it. However, the application of those guidelines and factors may result in a Client not participating, or not participating to the same extent, in investment opportunities in which it would have otherwise participated had the related allocations been determined without regard to such guidelines. The Adviser could also determine not to pursue opportunities as discussed below in "Certain Investments inside a Client's Mandate that are not Pursued by a Client", or, alternatively, could later determine an opportunity is appropriate for the Client after initially reviewing such opportunity for or on behalf of an Other Blackstone Vehicle. Certain Clients could invest in the securities of publicly traded companies in which Other Blackstone Vehicles hold existing investments. Subject to certain limitations, a Client may invest in the securities of publicly traded companies in which Other Blackstone Vehicles hold existing investments. Among the factors that the Adviser considers in making investment allocations among Clients and

Other Blackstone Vehicles are the following: (i) any applicable investment objectives, focus, parameters, guidelines, investor preferences, limitations and other contractual provisions and terms relating to a Client and such Other Blackstone Vehicles, (ii) available capital of a Client and such Other Blackstone Vehicles, as determined by the Adviser in good faith (which may take into account relative portfolio composition, anticipated co-investment and other considerations in addition to buying power), and duration of the investment period, (iii) legal, tax, accounting, regulatory and other considerations, (iv) primary and permitted investment strategies, focuses, guidelines, liquidity positions and requirements, and objectives of a Client and the Other Blackstone Vehicles, including, without limitation, with respect to Other Blackstone Vehicles that expect to invest in or alongside other funds or across asset classes based on expected return, (v) sourcing of the Investment (including by a particular Blackstone business unit), (vi) the sector and geography/location of the Investment, (vii) the specific nature (including size, type, amount, liquidity, holding period, remaining investment periods, anticipated maturity and minimum investment criteria) of the Investment, (viii) expected investment return, (ix) risk profile of the Investment, (x) expected leverage on the Investment, (xi) expected cash characteristics (such as cash-on-cash yield, distribution rates or volatility of cash flows), (xii) capital expenditure required as part of the Investment, (xiii) portfolio diversification and concentration concerns (including, but not limited to, (A) allocations necessary for the Clients or Other Blackstone Vehicles to maintain a particular concentration in a certain type of investment (*e.g.*, if an Other Blackstone Vehicle follows a liquid strategy pursuant to which it sells a type of investment more or less frequently than the Clients and the Clients or such Other Blackstone Vehicle needs a non *pro rata* additional allocation to maintain a particular concentration in that type of investment) and (B) whether a particular Fund already has its desired exposure to the Investment, sector, industry, geographic region or markets in question), (xiv) relation to existing investments in a fund, if applicable (*e.g.*, “follow on” to existing investment, joint venture or other partner to existing investment, or same security as existing investment), (xv) avoiding allocation that could result in *de minimis* or odd lot investments, and (xvi) loan to value ratio or debt service coverage ratio of the Investment, (xvii) redemption or withdrawal requests from a client, fund and/or vehicle and anticipated future contributions into an account, (xviii) ability to employ leverage and expected or underwritten leverage on the investment, (xix) the ability of a client, fund and or/vehicle to employ leverage, hedging, derivatives, syndicate strategies or other similar strategies in connection with acquiring, holding or disposing of the particular investment opportunity, and any requirements or other terms of any existing

leverage facilities, (xx) the credit and default profile of an investment or borrower (*e.g.*, FICO score of a borrower for residential mortgage loans), (xxi) the extent of involvement of the respective teams of the investment professionals dedicated to the Clients and Other Blackstone Vehicles and sourcing of the investment, (xxii) the likelihood/immediacy of foreclosure or conversion to an equity or control opportunity, (xxiii) with respect to investments that are made available to Blackstone by counterparties pursuant to negotiated trading platforms (*e.g.*, ISDA contracts), the absence of such relationships which may not be available for all clients, (xxiv) contractual obligations, (xxv) co-investment arrangements, (xxvi) potential path to ownership, (xxvii) the relative stage of the Clients' and such Other Blackstone Vehicle's investment periods (*e.g.*, early in a vehicle's investment period, the Adviser may over-allocate investments to such vehicle), and (xxviii) other considerations deemed relevant by the Adviser in good faith.

- Investments Outside of a Client's Mandate: Investment opportunities that the Adviser makes a good faith determination are not expected to yield a Client's targeted return profile or are otherwise inappropriate for a Client given considerations described in Organizational Documents or as otherwise determined by the Adviser, will generally not be allocated to a Client.
- Certain Investments Inside a Client's Mandate that are not Pursued by a Client: Under certain circumstances, Blackstone can be expected to determine not to pursue some or all of an investment opportunity within a Client's mandate, including without limitation, as a result of business, reputational or other reasons applicable to Clients, Other Blackstone Vehicles, their respective Portfolio Entities or Blackstone. In addition, the Adviser will, in certain circumstances, determine that a Client should not pursue some or all of an investment opportunity, including, by way of example and without limitation, because (i) a Client has insufficient available capital (as determined by the Adviser in its good faith discretion taking into account not only capital that is actually available but considerations such as portfolio composition, anticipated co-investment and other factors) to pursue the investment opportunity, (ii) a Client has already invested sufficient capital in the investment, sector, industry, geographic region or markets in question, as determined by the Adviser in its good faith discretion, or (iii) the investment opportunity is not appropriate for a Client for other reasons as determined by the Adviser in its sole discretion. In any such case Blackstone could, thereafter, offer such opportunity, in whole or in part, to other parties, including Other Blackstone Vehicles or Portfolio Entities or Investors of a Client or Other Blackstone Vehicles, Joint Venture Partners, related parties or third parties. Such

Other Blackstone Vehicles will from time to time (i) make or receive priority allocations of certain investments that are appropriate for a Client and (ii) participate in investments alongside a Client, provided, that any such allocation may be subsequently adjusted at Blackstone's discretion. Any such Other Blackstone Vehicles may be advised by a different Blackstone business group with a different investment committee, which could determine an investment opportunity to be more attractive than the Adviser believes to be the case. In any event, there can be no assurance that the Adviser's assessment will prove correct or that the performance of any Investments actually pursued by a Client will be comparable to any investment opportunities that are not pursued by a Client. Blackstone, including its personnel, will, in certain circumstances, receive compensation from any such party that makes the Investment, including an allocation of performance-based compensation, referral fees or revenue share, and any such compensation could be greater than amounts paid by a Client to the Adviser. In some cases, Blackstone earns greater fees when Clients or Other Blackstone Vehicles participate alongside or instead of a particular Client in an Investment.

- Financial Compensation to Allocate Investment Opportunities to Other Blackstone Vehicles: When the Adviser determines not to pursue some or all of an investment opportunity for a Client that would otherwise be within the Client's objectives and strategies, and Blackstone provides the opportunity or offers the opportunity to other Clients or Other Blackstone Vehicles, Blackstone, including its personnel (including Blackstone Real Estate Group personnel), can be expected to receive compensation from the other Clients or Other Blackstone Vehicles, whether or not in respect of a particular Investment, including an allocation of performance-based compensation or referral fees, and any such compensation could be greater than amounts paid by a Client to the Adviser. As a result, the Adviser (including real estate personnel who receive such compensation) could be incentivized to allocate investment opportunities away from a Client to or source investment opportunities for other Clients and Other Blackstone Vehicles. In addition, in some cases Blackstone can be expected to earn greater fees when Clients and Other Blackstone Vehicles participate alongside or instead of a particular Client in an Investment.
- Basis for Investment Allocation Determinations: The Adviser makes good faith determinations for allocation decisions based on expectations that will, in certain circumstances, prove inaccurate. Information unavailable to the Adviser, or circumstances not foreseen by the Adviser at the time of allocation, may cause an investment opportunity to yield a different return than expected. For example, an investment opportunity that the

Adviser determines to be consistent with the return objectives of a particular type of fund rather than a particular Client may not match the Adviser's expectations and underwriting and generate an actual return that would have been appropriate for the Client. Conversely, an Investment that the Adviser expects to be consistent with a Client's return objectives will, in certain circumstances, fail to achieve them.

- Investment alongside other Clients and Other Blackstone Vehicles: A Client will also invest alongside other Clients and Other Blackstone Vehicles (including other vehicles in which Blackstone or its personnel invest) in Investments that are suitable for one or more of the Client and such other Clients and Other Blackstone Vehicles. To the extent a Client jointly holds securities with any other Client or Other Blackstone Vehicle that has a different expected duration or liquidity terms, conflicts of interest will arise between the Client and such Other Blackstone Vehicle with respect to the timing and manner of disposition of opportunities. In order to mitigate any such conflicts of interest, a Client may recuse itself from participating in any decisions relating, or with respect, to the Investment by a Client or Other Blackstone Vehicle. If the Other Blackstone Vehicle maintains voting rights with respect to the securities it holds, or if a Client does not recuse itself, Blackstone may be required to take action where it will have conflicting loyalties between its duties to Clients and Other Blackstone Vehicles, which may adversely impact a Client. (See also “—Other Blackstone Vehicles; Allocation of Investment Opportunities” herein). In certain instances, a Client and the applicable Other Blackstone Vehicles may acquire an interest in the same investment at different times and /or dispose of any such shared Investment at different times and on different terms.

From time to time, investment opportunities that are appropriate for a Client may not be allocated to such Client in whole or in part, and Other Blackstone Vehicles will from time to time make or receive priority allocations of certain Investments that are appropriate for a Client and will from time to time participate in Investments alongside a Client.

***Allocation of Portfolios.*** Blackstone will, in certain circumstances, have an opportunity to acquire a property, portfolio or pool of assets, securities and instruments that it determines should be divided and allocated among Clients and Other Blackstone Vehicles. Such allocations generally would be based on Blackstone's assessment of the expected returns and risk profile of each of the assets. For example, some of the assets in a pool may have an opportunistic return profile, while others may have a lower return profile. Also, a pool may contain both debt and equity instruments, that Blackstone determines should be allocated Vehicles to different funds. Similarly, there will



likely be circumstances in which the Clients and Other Blackstone Vehicles will sell assets in a single or related transactions to a buyer. In that regard, the contractual purchase price paid to a seller or received from a buyer, would be allocated among the multiple assets, securities and instruments in the pool, and therefore among the Clients and Other Blackstone Vehicles acquiring or selling any of the assets, securities and instruments, in accordance with the allocation of value in respect of the transaction (e.g., accounting, tax or different manner), although Blackstone could, in certain circumstances, allocate value to the Clients and such Other Blackstone Vehicles on a different basis. For example a counterparty could utilize an allocation of value in the purchase or sale contract, though Blackstone could determine such allocation of value is not appropriate and should not be relied upon. Blackstone will generally rely upon internal analysis to determine the ultimate allocation of value, though it could also obtain third-party valuation reports. Regardless of the methodology for allocating value, Blackstone will have conflicting duties to Clients and Other Blackstone Vehicles when they buy or sell assets together in a portfolio, including as a result of different financial incentives Blackstone has with respect to different vehicles, most clearly when the fees and compensation, including performance-based compensation, earned from the different vehicles differ. There can be no assurance that an Investment of a Client will not be valued or allocated a purchase price that is higher or lower than it might otherwise have been allocated if such Investment were acquired or sold independently rather than as a component of a portfolio shared with other Clients and Other Blackstone Vehicles.

***Loan Refinancings; Investments in Portfolio Entities.*** Clients will, in certain circumstances, participate in investments relating to (i) the refinancing or modifications of loan investments or portfolios held or proposed to be acquired by certain Other Blackstone Vehicles, and Other Blackstone Vehicles may refinance a loan currently held by a Client and/or (ii) Portfolio Entities of one or more Other Blackstone Vehicles, including primary or secondary issuances of loans or other interests by such Portfolio Entities. In connection with any of the foregoing transactions, the Client may be required to pay pre-payment penalties to Other Blackstone Vehicles or their Portfolio Entities (or vice versa). Such transactions will give rise to potential or actual conflicts of interest, in addition to the risks inherent to such transactions generally, and may involve proceeds of the investment by the Client being received by the applicable Other Blackstone Vehicle(s) (and vice versa). For example, if the Client refinances a loan held by an Other Blackstone Vehicle (or vice versa) and thereafter the asset yields a different return than expected, the refinancing party (and/or the original party to the loan) may ultimately benefit from (or be harmed by) the refinancing. Additionally, in the event an Other Blackstone Vehicle has committed to refinance a loan held by a Client but ultimately fails to consummate the transaction, it may be difficult for the

Client to find another party to refinance the loan and the Client may need to hold the loan for a longer period than originally contemplated.

***Investments in Which Other Blackstone Vehicles Have a Different Principal Investment Generally.*** A Client will likely hold an interest in a Portfolio Entity that is different (including with respect to relative seniority) than the interests held by other Clients or Other Blackstone Vehicles (and in certain circumstances the Adviser will be unaware of an Other Blackstone Vehicles participation, as a result of information walls or otherwise). Generally, there are no limitations in the Organizational Documents of the Client with respect to such investments (including with respect to terms, price, quantity, frequency, percentage interest therein or otherwise). In these situations, conflicts of interest will arise. In order to mitigate any such conflicts of interest, a Client in certain circumstances will likely recuse itself from participating in any decisions relating or with respect to such Investment by a Client or the applicable Investments by other Clients or Other Blackstone Vehicles, or by establishing groups separated by information barriers (which can be expected to be temporary and limited purpose in nature) within Blackstone to act on behalf of each of the Clients. Despite these, and any of the other actions described below that Blackstone may take to mitigate the conflict, Blackstone will, in certain circumstances, be required to take action when it will have conflicting loyalties between its duties to a Client and such other Clients and Other Blackstone Vehicles, which will, in certain circumstances, adversely impact the Client. In that regard, actions may be taken for other Clients and Other Blackstone Vehicles that are adverse to a Client (and *vice versa*). If a Client recuses itself from decision-making, it will generally rely upon a third party to make the decisions, and the third party could have conflicts or otherwise make decisions that Blackstone would not have made.

In addition, under certain circumstances, a Client may be prohibited (or refrain) from decision-making or exercising other rights it would otherwise have with respect to a Portfolio Entity, as a result of the Client's affiliation with Other Blackstone Vehicles that own different interests in such Portfolio Entity. While the Adviser will seek, where applicable to have a third party exercise rights on behalf of the relevant Client for purposes of exercising voting rights and/or managing any conflicts of interest related to such investments (which may include third-party co-investors or independent representatives), in certain instances such investments may be made without any such third-party participation (for example, because the Client owns or acquires the entirety of the relevant instrument or tranche), and in such circumstances the absence of any such third party could adversely affect the Client or its interest in the Portfolio Entity (or the applicable Other Blackstone Vehicle(s)) or its ability to effectively mitigate such conflicts of interest.

Clients and the Other Blackstone Vehicles will likely make and hold Investments at different levels of a Portfolio Entity's capital structure, which may include a Client making one or more Investments directly or indirectly relating to Portfolio Entities of Other Blackstone Vehicles and vice versa (including through investments in CMBS where the underlying properties are owned by Other Blackstone Vehicles). In these situations, conflicts of interest will arise, and the price and terms on which Clients agree to participate in such Investments will likely be negotiated by third parties (if any) participating alongside such Clients in such Investments, and not the Sponsor. Other Blackstone Vehicles may also participate in a separate tranche of a financing with respect to a Portfolio Entity in which a Client has an interest or otherwise in different classes of such Portfolio Entity's securities, including in circumstances where a Client originates a whole loan and syndicates a portion of such loan to one or more Other Blackstone Vehicles. Such Investments inherently give rise to conflicts of interest or perceived conflicts of interest between or among the various classes of securities that may be held by such entities – for example, a Client may represent the controlling class in respect of a financing and as such, may be required to make decisions for all investors, including Other Blackstone Vehicles in the capital structure and vice versa. In addition, in connection with any shared Investments in which a Client participates alongside any such Other Blackstone Vehicles, the Adviser will likely grant absolutely to, or share with, such Other Blackstone Vehicles certain rights relating to such shared Investments for legal, tax, regulatory or other reasons, including certain control- and/or foreclosure-related rights with respect to such shared Investments or otherwise agree to implement certain procedures to mitigate conflicts of interest which may include and often involve, without limitation, maintaining a non-controlling interest in any such Investment and a forbearance of rights, including certain non-economic rights (or retaining a third-party loan servicer, administrative agent or other agent for the relevant Investment held by a Client to make decisions on its behalf), relating to a Client (*e.g.*, following the vote of other third-party lenders generally (or otherwise recusing itself with respect to decisions, including with respect to both normal course ongoing matters (such as consent rights with respect to loan modifications in intercreditor agreements) and also defaults, foreclosures, workouts, restructurings and/or exit opportunities), subject to certain limitations. With respect to debt securities acquired or sold in a secondary transaction or syndication between the Client and a third party in particular (following the issuance of origination of any financing or refinancing) the Adviser may determine that no mitigation of any potential conflicts of interest with respect to such acquisition or sale is required. Such investments and transactions will give rise to potential or actual conflicts of interest. There can be no assurance that any conflict will be resolved in favor of the Client.

In addition, a Client may from time to time invest in debt securities and other obligations relating to Portfolio Entities of Other Blackstone Vehicles. There can be no assurance that the return on a Client's investment will be equivalent to or better than the returns obtained by the Other Blackstone Vehicles participating in the transaction (whether or not in the same tranche as the Client). In addition, it is possible that in a bankruptcy proceeding a Client's interests will be subordinated or otherwise adversely affected by virtue of such Other Blackstone Vehicles' involvement and actions relating to its Investment. For example, there may be senior debt instruments issued by a Portfolio Entity in which the Client holds or makes an Investment and in such circumstances the holders of more senior classes of debt issued by such Portfolio Entity (which may include Other Blackstone Vehicles) may take actions for their benefit (particularly in circumstances where such Portfolio Entity faces financial difficulties or distress) that further subordinate or adversely impact the value of the Client's investment in such Portfolio Entity. In connection with negotiating loans and bank financings in respect of Blackstone-sponsored real estate related transactions, Blackstone will generally obtain the right to participate on its own behalf in a portion of the financings with respect to such Blackstone sponsored real estate related transactions on an agreed upon set of terms. The Adviser does not believe that the foregoing arrangements have an effect on the overall terms and conditions negotiated with the arrangers of such senior loans. Because of the affiliation with Blackstone, the Adviser may have a greater incentive to invest in Blackstone-sponsored financings (as compared to real estate related financings sponsored by other real estate firms or financial sponsors). Except to the extent of fees paid to Adviser specifically relating to a Client's commitment or investment of capital, the Investors will in no way receive any benefit from fees paid to any Affiliate of the Adviser from a Portfolio Entity in which any Other Blackstone Vehicle also has an interest (including, for greater certainty, any fees Blackstone received as a result of the provision of services by such affiliates). To the extent a Client holds an interest in a loan or security that is different (including with respect to its relative seniority) than those held by such Other Blackstone Vehicles (and vice versa), such Client will forego some or all of its ability to participate in the decision-making with respect to the rights and actions available to the holders of the same or similar class of loan or security held by the Client. In certain circumstances, a Client may be required to commit funds necessary for an investment prior to the time that all anticipated debt (e.g. senior and/or mezzanine) financing has been secured. In such circumstance, Other Blackstone Vehicles and/or Blackstone itself (using, in whole or in part, its own balance sheet capital), may provide bridge or other short-term financing and/or commitments, which at the time of establishment are intended to be replaced and/or syndicated with longer-term financing. Such bridge financing and/or commitment would not be considered "co-investment" under the Organizational Documents of the Client and would be sold

down ahead of the Client’s Investment. Similarly, Clients and/or Other Blackstone Vehicles may seek to initially acquire investments (including all or part of the relevant tranche of securities) for the purpose of syndicating a portion thereof to one or more Other Blackstone Vehicles, co-investors or third parties. The terms of any such acquisition and syndication will be determined by the Adviser in its sole discretion, and may involve a client initially acquiring all or substantially all of an instrument or relevant tranche or class of securities with a view towards syndication. In any such circumstance, third parties may not be available for purposes of mitigating any potential conflicts of interest (as described above) and the Other Blackstone Vehicles and/or Blackstone itself may receive compensation for providing such financing and/or commitment (including origination, ticking or commitment fees), which fees will not be shared with and/or otherwise result in an offset of Management Fees payable by the Investors. The conflicts applicable to Other Blackstone Vehicles who invest in different securities of Portfolio Entities will apply equally to Blackstone itself in such situations. (See also “—Securities and Lending Activities” and “—Syndication; Warehousing” herein.)

To the extent a Client makes or has an Investment in, or, through the purchase of debt obligations becomes a lender to, a company in which an Other Blackstone Vehicle has a debt or equity Investment (including through investments in CMBS where the underlying properties are owned by Other Blackstone Vehicles), or if an Other Blackstone Vehicle participates in a separate tranche of a financing with respect to a Portfolio Entity, Blackstone will generally have conflicting loyalties between its duties to a Client and to such Other Blackstone Vehicles. In that regard, actions may be taken for the Other Blackstone Vehicles that are adverse to the Client (and vice versa). Moreover, Clients will generally “follow the vote” of other similarly situated third-party creditors (if any) in voting and governance matters where conflicts of interest exist and will have a limited ability to separately protect its Investment and will be dependent upon such third parties’ actions (which may not be as capable as the Adviser and may have other conflicts arising from their other relationships, both with Blackstone and other third parties that could impact their decisions). The foregoing may similarly apply where one or more tenants of a property in which Clients have made a related Investment is related to the Adviser (e.g., an Other Blackstone Vehicle, Investors of Clients or investors in Other Blackstone Vehicles, other Blackstone affiliates, Blackstone personnel or service providers of Clients, the Adviser or one or more of their affiliates). For example, the Partnership may forego or waive certain consent rights as a lender vis-à-vis tenants, in which case such rights may be waived entirely, or exercised by other lenders, the borrower or a servicer, depending on the circumstances.

The efficacy of following the vote of third-party creditors will be limited in circumstances where a Client acquires all or substantially all of a relevant instrument, tranche or class of securities. In addition, conflicts can also be expected to arise in determining the amount of an investment, if any, to be allocated among potential investors and the respective terms thereof.

***Simultaneous Transactions.*** There may be instances where Blackstone negotiates transactions with counterparties that involve a Client, an Other Blackstone Vehicle and/or Blackstone in different capacities. For example, a Client may sell or purchase an interest in a portfolio company to a counterparty (such as another sponsor's fund), while the same counterparty acquires or sells an interest in a portfolio company of an Other Blackstone Vehicle or Blackstone. While these transactions may be separate or non-contingent, due to the simultaneous or closely related timing of these transactions, there may be actual or perceived conflicts of interest in connection with such transactions due to Blackstone's duties to a Client on one hand, and such Other Blackstone Vehicle or Blackstone participating in the related transaction on the other, for example with respect to ensuring each transaction is separately in the best interest of the applicable Other Blackstone Vehicle and a Client and that the valuations are fair and reasonable to each respective fund, among other things. To mitigate such conflicts, Blackstone could, for example, negotiate each such transaction independently and ensure there is not a cross-conditioned closing of the two transactions, to ensure that the terms of each such transaction stand on their own.

***Related Financing Counterparties.*** Clients can be expected to invest in companies or other entities in which Other Blackstone Vehicles make an investment in a different part of the capital structure (and *vice versa*). The Adviser requests in the ordinary course proposals from lenders and other sources to provide financing to Clients and their Portfolio Entities. The Adviser takes into account various facts and circumstances it deems relevant in selecting financing sources, including whether a potential lender has expressed an interest in evaluating debt financing opportunities, whether a potential lender has a history of participating in debt financing opportunities generally and with Blackstone in particular, the size of the potential lender's loan amount, the timing of the relevant cash requirement, the availability of other sources of financing, the creditworthiness of the lender, whether the potential lender has demonstrated a long-term or continuing commitment to the success of Blackstone and its funds, and such other factors that Blackstone deems relevant under the circumstances. The cost of debt alone is not determinative.

Debt financing to the Clients and their Portfolio Entities is expected to be provided, from time to time, by third parties, affiliates of Investors, Other Blackstone Vehicles and investors therein, their Portfolio Entities and other parties with material relationships with Blackstone, such as

shareholders of and lenders to Blackstone and lenders to Other Blackstone Vehicles and their Portfolio Entities, as well as by Blackstone itself in accordance with the terms of the Organizational Documents. Blackstone could have incentives to cause a Client and its Portfolio Entities to accept less favorable financing terms from an Investor, Other Blackstone Vehicles, their Portfolio Entities and Investors, Blackstone and other parties with material relationships with Blackstone than it would from a third party. The same concerns apply when any of these other parties invest in a more senior position in the capital structure of a Portfolio Entity than such Client, even if the form of the transaction is not a financing. Although less common, a Client or a Portfolio Entity could also occupy a more senior position in the capital structure than an Investor, Other Blackstone Vehicle, their Portfolio Entities and other parties with material relationships with Blackstone, in which case Blackstone could have an incentive to cause such Client or Portfolio Entity to offer more favorable financing terms to such parties. In the case of a related party financing between a Client or its Portfolio Entities, on the one hand, and Blackstone, Other Blackstone Vehicles or their Portfolio Entities, on the other hand, the Adviser could, but is not obligated to, rely on a third-party agent to confirm the terms offered by the counterparty are consistent with market terms, or the Adviser could instead rely on its own internal analysis, which the Adviser believes is often superior to third-party analysis given Blackstone's scale in the market. If however any of Blackstone, a Client, an Other Blackstone Vehicle or any of their Portfolio Entities delegates to a third party, such as another member of a financing syndicate or a Joint Venture Partner, the negotiation of the terms of the financing, the transaction will be assumed to be conducted on an arms-length basis, even though the participation of the Blackstone related vehicle impacts the market terms and Blackstone may have influence on such third parties. For example, in the case of a loan extended to a Client or a Portfolio Entity by a financing syndicate in which an Other Blackstone Vehicle has agreed to participate on terms negotiated by a third-party participant in the syndicate, it may have been necessary to offer better terms to the financing provider to fully subscribe the syndicate if the Other Blackstone Vehicle had not participated; it is also possible that the frequent participation of Other Blackstone Vehicles in such syndicates could dampen interest among other potential financing providers, thereby lowering demand to participate in the syndicate and increasing the financing costs to a Client. The Adviser does not believe either of these effects is significant, but no assurance can be given to Investors that these effects will not be significant in any circumstance.

Blackstone could cause actions adverse to a Client to be taken for the benefit of Other Blackstone Vehicles that have made an Investment more senior in the capital structure of a Portfolio Entity than such Client (e.g., provide financing to a Portfolio Entity, the equity of which is owned by a

Client) and, vice versa, actions will, in certain circumstances, be taken for the benefit of such Client and its Portfolio Entities that are adverse to Other Blackstone Vehicles. Blackstone could seek to implement procedures to mitigate conflicts of interest in these situations such as (i) a forbearance of rights, including some or all non-economic rights, by a Client or relevant Other Blackstone Vehicle (or their respective Portfolio Entities, as the case may be) by, for example, agreeing to follow the vote of a third party in the same tranche of the capital structure, or otherwise deciding to recuse itself with respect to decisions on defaults, foreclosures, workouts, restructurings and other similar matters, (ii) causing a Client or relevant Other Blackstone Vehicle (or their respective Portfolio Entities, as the case may be) to hold only a non-controlling interest in any such Portfolio Entity, (iii) retaining a third-party loan servicer, administrative agent or other agent to make decisions on behalf of a Client or relevant Other Blackstone Vehicle (or their respective Portfolio Entities, as the case may be), or (iv) create groups of personnel within Blackstone separated by information barriers (which can be expected to be temporary and limited purpose in nature), each of which would advise one of the clients that has a conflicting position with other clients. As an example, to the extent an Other Blackstone Vehicle holds an interest in a loan or security that is different (including with respect to relative seniority) than those held by a Client or its Portfolio Entities, Blackstone may decline to exercise, or delegate to a third party, certain control, foreclosure and other similar governance rights of the Other Blackstone Vehicle. In these cases, Blackstone would generally act on behalf of one of its clients, though the other client would generally retain certain control rights, such as the right to consent to certain actions taken by the trustee or administrative or other agent of the Investment, including a release, waiver, forgiveness or reduction of any claim for principal or interest; extension of maturity date or due date of any payment of any principal or interest; release or substitution of any material collateral; release, waiver, termination or modification of any material provision of any guaranty or indemnity; subordination of any lien; and release, waiver or permission with respect to any covenants.

In connection with negotiating loans and bank financings in respect of Blackstone-sponsored transactions, Blackstone will generally obtain the right to participate (for its own account or an Other Blackstone Vehicle) in a portion of the financings with respect to such Blackstone-sponsored transactions on the same terms negotiated by third parties with Blackstone or other terms the Adviser determines to be consistent with the market. Although Blackstone could rely on third parties to verify market terms, Blackstone may nonetheless have influence on such third parties. No assurance can be given that negotiating with a third party, or verification of market terms by a third party, will ensure that a Client and its Portfolio Entities receive market terms.



In addition, it is anticipated that in a bankruptcy proceeding a Client's interests will likely be subordinated or otherwise adverse to the interests of Other Blackstone Vehicles with ownership positions that are more senior to those of such Client. For example, an Other Blackstone Vehicle that has provided debt financing to an Investment of a Client may take actions for its benefit, particularly if the Client's Investment is in financial distress, which adversely impact the value of the Client's subordinated interests.

Although Other Blackstone Vehicles can be expected to provide financing to a Client or its Portfolio Entities, there can be no assurance that any Other Blackstone Vehicle will indeed provide any such financing with respect to any particular Investment. Participation by Other Blackstone Vehicles in some but not all financings of a Client and its Portfolio Entities may adversely impact the ability of a Client and its Portfolio Entities to obtain financing from third parties when Other Blackstone Vehicles do not participate, as it may serve as a negative signal to market participants.

Any financing provided by an Investor or an Affiliate to a Client or a Portfolio Entity is not a capital contribution to such Client. To the extent any Investor in a Client (or Investor in any Other Blackstone Vehicle) or any of its Affiliates provides debt financing to such Client or its Portfolio Entities, it will not be considered "co-investment" and any applicable covenants regarding co-investments in the Organizational Documents do not apply.

***Conflicting Fiduciary Duties to Debt Funds.*** Clients and Other Blackstone Vehicles include Debt Funds and accounts that make investments in senior secured loans, distressed debt, subordinated debt, high-yield securities, CMBS and other debt instruments. As discussed above, it is expected that Clients and these Other Blackstone Vehicles will be offered the opportunity to provide financing with respect to Investments made by a Client and its Portfolio Entities. Blackstone owes a fiduciary duty to all Clients and Other Blackstone Vehicles and will encounter conflicts in the exercise of these duties. For example, if a Client or Other Blackstone Vehicle purchases high-yield securities or other debt instruments of a Portfolio Entity of a particular Client, or otherwise occupies a senior (or other different) position in the capital structure of an Investment relative to a particular Client, Blackstone will encounter conflicts in providing advice to this Client and to the other Clients and Other Blackstone Vehicles with regard to appropriate terms of such high-yield securities or other instruments, the enforcement of covenants, the terms of recapitalizations and the resolution of workouts or bankruptcies, among other matters. Less commonly, a Client could hold an Investment that is senior in the capital structure, such as a debt instrument, to another Client or Other Blackstone Vehicle. Although measures described above in "—Related Financing Counterparties" can mitigate these conflicts, they cannot completely eliminate them.

Similarly, certain Other Blackstone Vehicles can be expected to invest in securities of publicly traded companies that are actual or potential Investments of a Client or its Portfolio Entities. The trading activities of Other Blackstone Vehicles may differ from or be inconsistent with activities that are undertaken for the account of a Client or its Portfolio Entities in any such securities. In addition, a Client may not pursue an Investment in a Portfolio Entity otherwise within the investment mandate of such Client as a result of such trading activities by Other Blackstone Vehicles.

***Conflicting Fiduciary Duties to Other Real Estate-Related Funds and Vehicles.*** It is expected that Blackstone will structure certain Investments as a result of which one or more Other Blackstone Vehicles or Investors therein are offered the opportunity to participate in the same or a separate debt tranche of an Investment allocated to a particular Client (and vice versa). As investment adviser to both the Clients and such Other Blackstone Vehicles, Blackstone owes a fiduciary duty to these Other Blackstone Vehicles and Investors therein as well as to the applicable Client and will encounter conflicts in the exercise of these duties. If the Client holds a “mezzanine” interest in a Portfolio Entity and one or more of such other funds or vehicles were to own the mortgage debt or other debt instruments relating to such Portfolio Entity, Blackstone will face a conflict of interest in respect of the advice it gives to, or the decisions made with regard to, the Client and such other funds and/or vehicles (*e.g.*, with respect to the terms of such senior mortgage debt or other instruments, the enforcement of covenants, the terms of recapitalizations and the resolution of workouts or bankruptcies, among other matters). (See **Item 5 – “Other Fees Payable to the Adviser and its Affiliates”** above.)

Similarly, certain Other Blackstone Vehicles can be expected to invest in securities of publicly traded companies that are actual or potential Investments of a particular Client or its Portfolio Entities. The trading activities of Other Blackstone Vehicles may differ from or be inconsistent with activities that are undertaken for the account of a particular Client or its Portfolio Entities in any such securities, including with respect to the times at which such securities are acquired or disposed of. In addition, a Client may not pursue an Investment in a Portfolio Entity otherwise within the investment mandate of a Client as a result of such trading activities by Other Blackstone Vehicles.

***Providing Debt Financings in connection with Acquisitions by Third Parties of Assets Owned by Other Blackstone Vehicles.*** Clients will, in certain circumstances, provide financing as part of a third-party purchaser's bid or acquisition of (or Investment in) a Portfolio Entity or the underlying assets thereof from one or more Other Blackstone Vehicles (or in connection with acquisitions by one or more other Clients or Other Blackstone Vehicles or their affiliates of assets or interests (and/or portfolios thereof) owned by a third party), and there are generally no limitations in the Organizational Documents of the Client with respect to such investments (including with respect to terms, price, quantity, frequency, percentage interest therein or otherwise). This may include making commitments to provide financing at, prior to or around the time that any such purchaser commits to or makes such Investments. While the terms and conditions of any such arrangements will generally be based on market terms, the involvement of the other Clients or Other Blackstone Vehicles or Affiliates may affect the credit decisions and the terms of such transactions or arrangements, which will give rise to potential or actual conflicts of interest and which may adversely impact a Client. For example, such transactions may involve the partial or complete payoff of such loans (with related proceeds being received by the applicable Other Blackstone Vehicles) and/or otherwise result in restructurings of terms and pricing relating to such existing loans with the borrowers thereof in respect of which such Other Blackstone Vehicles may receive refinancing proceeds and/or a retained interest in such loans in accordance with such restructuring arrangements. Additionally, in certain situations a Client may not commit to provide financing until a third party has committed to make a deposit in connection with the acquisition of an investment from an Other Blackstone Vehicle, which may result in a Client being disadvantaged in the overall bid process or potentially not consummating the Investment.

***Liability Arising From Transactions Entered into Alongside Other Blackstone Vehicles.*** Participating in Investments alongside Clients and Other Blackstone Vehicles will subject a particular Client to a number of risks and conflicts (and in certain circumstances the Adviser will be unaware of an Other Blackstone Vehicle's participation, as a result of information walls or otherwise). At times, a transaction counterparty will, in certain circumstances, require facing only one fund entity, which can be expected to result in (i) if a Client is a direct counterparty to a transaction, a Client being solely liable with respect to its own share as well as other Clients and Other Blackstone Vehicles' shares of any applicable obligations, or (ii) if a Client is not the direct counterparty, a Client having a contribution obligation to the relevant other Clients and Other Blackstone Vehicles. Alternatively, a counterparty may agree to face multiple funds, which could result in a Client being jointly and severally liable alongside other Clients and Other Blackstone Vehicles for the full amount of the applicable obligations. In cases in which a Client could be

responsible for the liability of another Client or Other Blackstone Vehicle, or *vice versa*, the applicable parties would generally enter into a back-to-back or other similar contribution or reimbursement agreement. Likewise, for certain Investment-related hedging transactions, it can be expected to be advantageous for counterparties to trade solely with a Client (or the relevant parallel fund). For these transactions, it is anticipated that a Client (or the relevant parallel fund) would then enter into back-to-back trade confirmations or other similar arrangements with the relevant parallel fund or Other Blackstone Vehicles. The party owing under such an arrangement may not have resources to pay its liability, however, in which case the other party will bear more than its *pro rata* share of the relevant loss. In certain circumstances where a Client participates in an Investment alongside any Other Blackstone Vehicle, the Client may bear more than its *pro rata* share of relevant expenses related to such Investment, including, but not limited to, as the result of such Other Blackstone Vehicle's insufficient reserves or inability to call capital contributions to cover expenses. It is not expected that a Client or Other Blackstone Vehicles will be compensated for agreeing to be primarily liable vis-à-vis a third-party counterparty. Moreover, in connection with the divestment of all or part of a Portfolio Entity (e.g., an initial public offering), Blackstone will seek to track the ownership interests, liabilities and obligations of a Client and any Other Blackstone Vehicles owning an interest in the Portfolio Entity comprising such operating business, but it is possible that a Client and applicable Other Blackstone Vehicles will, in certain circumstances, incur shared, disproportionate or crossed liabilities. Furthermore, depending on various factors including the relative assets, expiration dates, investment objectives and return profiles of each Client and such Other Blackstone Vehicles, it is possible that one or more of them will have greater exposure to legal claims and that they will have conflicting goals with respect to the price, timing and manner of disposition opportunities. Finally, in certain circumstances, if a Client is participating in an investment alongside an Other Blackstone Vehicle (including a co-investment vehicle), the Client could also bear more than its *pro rata* share of expenses relating to such investment if such Other Blackstone Vehicle does not have resources to bear such expenses (including, but not limited to, as a result of insufficient reserves and/or the inability to call capital contributions to cover such expenses).

***Syndication; Warehousing.*** Blackstone, Clients, Other Blackstone Vehicles, Joint Venture Partners, Affiliates or related parties of the foregoing could, subject to the limitations in the applicable Organizational Documents, acquire an Investment as principal and subsequently sell some or all of it to a Client, Other Blackstone Vehicle or co-investors in an affiliate or related party transaction. Similarly, subject to the limitations in the applicable Organizational Documents, a Client will, in certain circumstances, acquire an Investment and subsequently syndicate, or sell

some or all of it, to Blackstone, Other Blackstone Vehicles, co-investors, Joint Venture Partners, or Affiliates or related parties of the foregoing or other third parties, notwithstanding the availability of capital from the Investors and other investors thereof or applicable credit facilities. The Adviser may cause these transfers to be made at cost, or cost plus an interest rate or carrying cost charged from the time of acquisition to the time of transfer, notwithstanding that the fair market value of any such Investments may have declined below or increased above cost from the date of acquisition to the time of such transfer. The Adviser may also determine another methodology for pricing these transfers, including fair market value at the time of transfer. Also, the Adviser will, in certain circumstances, charge fees on these transfers to either or both of the parties to them. Conflicts of interest are expected to arise in connection with these affiliate transactions, including with respect to timing, structuring, pricing and other terms. For example, the Adviser will have a conflict of interest when the Adviser receives fees, including performance-based compensation, from an Other Blackstone Vehicle acquiring from or transferring to a Client all or a portion of an investment.

More specifically, a Client could initially acquire all or a portion of certain Investments (including through borrowings on a subscription-based credit facility or from Blackstone itself) intended as co-investments as described herein and syndicate all or part of such co-investments to one or more co-investors. The value of the Investment during such period could increase by a greater amount, but a Client will not receive the full benefit of such increase.

**Origination Fees.** Origination fees with respect to a Client's Investments can be paid to the Adviser, in which case Management Fees will not be offset except as expressly provided for in the applicable Organizational Documents. Alternatively a Client could receive the origination fees directly, in which case there will be no Management Fee offset. The Adviser will generally receive a greater economic benefit by structuring the origination fee to be paid to it directly, subject to any applicable Management Fee offset, and may do so in its sole discretion. Origination fees paid to the Adviser or a Client in connection with a transaction could be allocated to Other Blackstone Vehicles or co-investment vehicles that invest (or are expected to invest) alongside a Client, as determined by the Adviser to be appropriate in the circumstances.

**Broken Deal Expenses.** Any expenses that may be incurred by a Client for actual Investments as described herein or in the Organizational Documents may also be incurred by the Clients with respect to broken deals (i.e., investments that are not consummated). The Adviser is not required to and in most circumstances will not seek reimbursement of broken deal expenses (i.e., expenses incurred in pursuit of an investment that is not consummated) from third parties, including

counterparties to the potential transaction or potential co-investors (including standing co-investment vehicles established to participate in co-investment opportunities alongside the Clients on a regular or periodic basis and/or as part of an overall co-investment program). Moreover, expenses related to the organization of co-invest vehicles formed to invest in broken deals may be borne by the Clients, and not the proposed co-investors thereof. Examples of such broken deal expenses include, but are not limited to, reverse termination fees, extraordinary expenses such as litigation costs and judgments, meal, travel and entertainment expenses incurred, costs of negotiating co-investment documentation (including non-disclosure agreements with counterparties), and legal, accounting, tax and other due diligence and pursuit costs and expenses), which may include expenses incurred prior to the commencement of the investment activities of a Client. Any such broken deal expenses could, in the sole discretion of the Adviser, be allocated solely to a Client and not to other Clients or Other Blackstone Vehicles or co-investment vehicles (including committed co-investment vehicles) that could have made the Investment, even when the other Client or Other Blackstone Vehicle or co-investment vehicle commonly invests alongside the Client in its Investments or Blackstone or other Clients or Other Blackstone Vehicles in their Investments. In such cases a Client's share of expenses would increase. In the event broken deal expenses are allocated to another Client or Other Blackstone Vehicle or a co-investment vehicle, the Adviser or Client will, in certain circumstances, advance such fees and expenses without charging interest until paid by the other Client or Other Blackstone Vehicle or co-investment vehicle, as applicable.

***Other Blackstone Business Activities.*** Blackstone, Clients, Other Blackstone Vehicles, their Portfolio Entities, and personnel and related parties of the foregoing will receive fees and compensation, including performance-based and other incentive fees, for products and services provided to a Client and its Portfolio Entities, such as fees for asset, development and property management; arranging, underwriting, syndication or refinancing of a loan or Investment (or other additional fees, including acquisition fees, loan modification or restructuring fees); servicing; loan servicing; special servicing; administrative services; advisory services on purchase or sale of an asset or company; advisory services; investment banking and capital markets services; treasury and valuation services, placement agent services; fund administration; internal legal and tax planning services; information technology products and services; insurance procurement, brokerage, solutions and risk management services; data extraction and management products and services; fees for monitoring and oversight of loans and/or title insurance provided to Portfolio Entities and/or third parties; and other products and services (including but not limited to restructuring, consulting, monitoring, commitment, syndication, origination, organizational and

financing, and divestment services). Other than as expressly set forth in the Organizational Documents, such fees shall not be applied to offset Management Fees and Investors of the Clients will not share therein. Such parties will also provide products and services for fees to Blackstone, Clients, Other Blackstone Vehicles and their Portfolio Entities, and their personnel and related parties, as well as third parties, as applicable. Further, such parties could provide products and services for fees to a Client, Other Blackstone Vehicles and their Portfolio Entities in circumstances where third-party service providers are concurrently providing similar services to a Client, Other Blackstone Vehicles and their Portfolio Entities. Through its Innovations group, Blackstone incubates businesses that can be expected to provide goods and services to Clients and Other Blackstone Vehicles and their Portfolio Entities, as well as other Blackstone related parties and third parties. By contracting for a product or service from a business related to Blackstone, a Client and its Portfolio Entities would provide not only current income to the business and its stakeholders, but could also create significant enterprise value in them, which would not be shared with a Client or Investors and could benefit Blackstone directly and indirectly. Also, Blackstone, Clients, Other Blackstone Vehicles and their Portfolio Entities, and their personnel and related parties will, in certain circumstances, receive compensation or other benefits, such as through additional ownership interests or otherwise, directly related to the consumption of products and services by a Client and its Portfolio Entities. A Client and its Portfolio Entities will incur expense in negotiating for any such fees and services, which will be treated as partnership expenses. In addition, the Adviser can be expected to receive fees associated with capital invested by co-investors relating to Investments in which a Client participates or otherwise, in connection with a joint venture in which a Client participates or otherwise with respect to assets or other interests retained by a seller or other commercial counterparty with respect to which the Adviser performs services.

A Client will, in certain circumstances, engage a service provider to initially provide loan administration and oversight services relating to such Client's investments. A Client will, as determined by the Adviser, bear the cost of fund administration, and accounting (including, without limitation, maintenance of a Client's books and records, preparation of net asset value and other valuation support services, as applicable (e.g., valuation model and methodology review, review of third party due diligence conclusions and sample testing); preparation of periodic investor reporting and calculation of performance metrics; central administration and depositary oversight (e.g., periodic and ongoing due diligence and coordination of investment reconciliation and asset verification); audit support (e.g., audit planning and review of annual financial statements); risk management support services (e.g., calculation and review of investment and

leverage exposure); regulatory risk reporting, data collection and modeling and risk management matters; and tax support services (e.g., annual tax and VAT returns and FATCA and CRS compliance)), in-house attorneys to provide transactional legal advice, tax planning and other related services (including, without limitation, entity organization, structuring, due diligence, document drafting and negotiation, closing preparation, post-closing activities (such as compliance with contractual terms and providing advice for investment-level matters with respect to fiduciary and other obligations and issues), litigation or regulatory matters, reviewing and structuring exit opportunities) provided by Blackstone personnel and related parties to a Client and its Portfolio Entities, including the allocation of their compensation (including, without limitation, salary, bonus, and benefits), and related overhead otherwise payable by Blackstone, or pay for their services at market rates. Such allocations or charges can be based on any of the following methodologies: (i) requiring personnel to periodically record or allocate their historical time spent with respect to a Client or Blackstone approximating the proportion of certain personnel's time spent with respect to a Client, and in each case allocating their compensation and allocable overhead based on time spent, or charging their time spent at market rates, (ii) the assessment of an overall dollar amount (based on a fixed fee or percentage of assets under management) that Blackstone believes represents a fair recoupment of expenses and a market rate for such services or (iii) any other similar methodology determined by Blackstone to be appropriate under the circumstances. Certain Blackstone personnel will provide services to few, or only one, of the Clients and Other Blackstone Vehicles, in which case Blackstone could rely upon rough approximations of time spent by the employee for purposes of allocating the salary and overhead of the Person if the market rate for services is clearly higher than allocable salary and overhead. However, the provision of such services by Blackstone personnel and related parties and any such methodology (including the choice thereof and any benchmarking, verification or other analysis related thereto) involves inherent conflicts. Any amounts paid to Blackstone and/or its affiliates for such services, as well as the expenses, charges and costs of any benchmarking, verification or other analysis related thereto, will be borne by a Client as partnership expenses, will not result in any offset to the Management Fee and will, in certain circumstances, result in incurrence of greater expenses by a Client and its Portfolio Entities than would be the case if such services were provided by third parties.

The Adviser, Clients, Other Blackstone Vehicles and their Portfolio Entities, and their Affiliates, personnel and related parties could continue to receive fees, including performance-based or incentive fees, for the services described in the preceding paragraphs with respect to Investments sold by a Client or its Portfolio Entity to a third-party buyer after the sale is consummated. Such



post-disposition involvement will give rise to potential or actual conflicts of interest, particularly in the sale process. Moreover, the Adviser, Clients, Other Blackstone Vehicles and their Portfolio Entities, and their Affiliates, personnel and related parties may acquire a stake in the relevant asset as part of the overall service relationship, at the time of the sale or thereafter.

Clients and Investors will not receive the benefit (e.g., through an offset to the Management Fee or otherwise) of any fees or other compensation or benefit received by the Adviser, its Affiliates or their personnel and related parties (See also “—Portfolio Entity Service Providers and Vendors” herein.) The Adviser and its Affiliates and their personnel and related parties will receive fees attributable to Clients, Other Blackstone Vehicles (including co-investment vehicles, supplemental capital vehicles, accounts and/or third parties) and third parties and, without limiting the generality of the foregoing, the amount of such fees allocable to Clients and Other Blackstone Vehicles (including co-investment vehicles, supplemental capital vehicles, accounts and/or third parties) will not result in an offset of the Management Fees payable by Investors in a Client or otherwise be shared with a Client, its Portfolio Entities or the Investors, even if (i) such other Clients or Other Blackstone Vehicles (including co-investment vehicles, supplemental capital vehicles, accounts and/or third parties) provide for lower or no Management Fees for the Investors or participants therein (such as the vehicles established in connection with Blackstone’s side-by-side co-investment rights, which generally do not pay a Management Fee or performance-based compensation) or (ii) such fees result in an offset to Management Fees or performance-based compensation payable by any such other Clients or Other Blackstone Vehicles (including co-investment vehicles, permanent/supplemental capital vehicles, accounts and/or third parties). As noted in “Co-Investment” above, this creates an incentive for Blackstone to offer co-investment opportunities and can be expected to result in other fees being received more frequently (or exclusively) with Investments that involve co-investment.

In addition, to the extent Blackstone receives any of the fees described above in kind, instead of in cash, in whole or in part, Blackstone would in certain circumstances be a co-investor (or otherwise hold an interest) in such Investments alongside a Client and/or Other Blackstone Vehicles, which may give rise to potential or actual conflicts of interest, including with respect to the timing and manner of sale by Blackstone, on the one hand, and other participating funds, on the other hand. Blackstone’s receipt of such interests in kind generally would not be at the same time or on substantially the same terms, price and conditions as a Client and/or the Other Blackstone Vehicles, as applicable. With respect to any dispositions of securities or investments held by Blackstone resulting from receiving such fees in kind, since a Client and/or Other Blackstone Vehicles, as applicable, are not similarly situated and may have different terms affecting the timing

of their respective dispositions, there may be certain situations where Blackstone would not dispose of its securities or interests at the same time and/or on substantially the same terms, price and conditions as such other funds, which would be evaluated by Blackstone on a case-by-case basis taking into account the circumstances at the relevant time. There can be no assurance that any actual or perceived conflicts will be resolved in favor of a Client or Investors.

Blackstone has long-term relationships with a significant number of corporations and their senior management. In determining whether to invest in a particular transaction on a Client's behalf, the Adviser will consider those relationships when evaluating an investment opportunity, which may result in the Adviser choosing not to make such an investment on a Client's behalf due to such relationships. Clients may also co-invest with clients of Blackstone in particular investment, and the relationship with such Clients could influence the decisions made by the Adviser with respect to such Investments. Blackstone is under no obligation to decline any engagements or investments in order to make an investment opportunity available to Clients (e.g., investments in a competitor of a client or other person with whom Blackstone has a relationship). Clients may be required to sell or hold existing Investments as a result of investment banking relationships or other relationships that Blackstone may have or transactions or investments Blackstone may make or have made. Furthermore, there can be no assurance that all potentially suitable investment opportunities that come to the attention of Blackstone will be made available to Clients. Clients may also co-invest with clients of Blackstone or other persons with whom Blackstone has a relationship in particular investment opportunities, and other aspects of these Blackstone relationships could influence the decisions made by the Adviser with respect to a Client's Investments and otherwise result in a conflict.

***Securities and Lending Activities.*** Blackstone, its Affiliates and their related parties and personnel participate in underwriting and lending syndicates and otherwise act as arrangers of financing, including with respect to the public offering and private placement of debt or equity securities issued by, and loan proceeds borrowed by, a Client and its Portfolio Entities or advising on such transactions. Underwritings and financings can be on a firm commitment basis or on an uncommitted, or "best efforts", basis, and the underwriting or financing parties are under no duty to provide any commitment unless specifically set forth in the relevant contract. Blackstone can also be expected to provide, either alone or alongside third parties performing similar services, placement, financial advisory or other similar services to purchasers or sellers of securities (including in connection with primary offerings, secondary transactions and/or transactions involving special purpose acquisition companies), including loans or instruments issued by Portfolio Entities of Clients and Other Blackstone Vehicles. Blackstone's compensation for such

services is expected to be paid by the applicable seller (including Clients (for example, in the case of secondary sales by Clients) and Portfolio Entities), one or more underwriters or financing parties (including amounts paid by an issuer and reimbursed by one or more underwriters) and/or other transaction parties. A Blackstone broker-dealer will from time to time act as the managing underwriter, a member of the underwriting syndicate or broker for a Client or its Portfolio Entities, or as dealer, broker or advisor to a counterparty to a Client or a Portfolio Entity, and purchase securities from or sell securities to a Client, Other Blackstone Vehicles or Portfolio Entities of a Client or Other Blackstone Vehicles, or advise on such transactions. Blackstone will also from time to time, on behalf of a Client or its Portfolio Entities, or other parties to a transaction involving a Client or its Portfolio Entities, effect transactions, including transactions in the secondary markets, that result in commissions or other compensation paid to Blackstone by a Client or its Portfolio Entities or the counterparty to the transaction, thereby creating a potential conflict of interest. This could include, by way of example, fees and/or commissions for equity syndications to co-investment vehicles. Subject to applicable law, Blackstone will from time to time receive underwriting fees, discounts, placement commissions, loan modification or restructuring fees, capital markets fees, servicing fees, advisory fees, lending arrangement fees, asset/property management fees, insurance (including title insurance fees), incentive fees, consulting fees, monitoring fees, commitment fees, syndication fees, origination fees, organizational fees, operational fees, loan servicing fees, and financing and divestment fees (or, in each case, rebates in lieu of any such fees, whether in the form of purchase price discounts or otherwise, even in cases where Blackstone, Clients, Other Blackstone Vehicle or their Portfolio Entities are purchasing debt) or other compensation with respect to the foregoing activities, which are not required to be shared with a Client or its Investors, and the Management Fee with respect to an Investor generally will not be reduced by such amounts. The Adviser has sole discretion to approve the foregoing arrangements if the Adviser believes in good faith that such transactions are appropriate for a Client.

Sales of securities for the account of a Client and its Portfolio Entities will from time to time be bunched or aggregated with orders for other accounts of Blackstone including Other Blackstone Vehicles. It could be impossible, as determined by the Adviser in its sole discretion, to receive the same price or execution on the entire volume of securities sold, and the various prices will, in certain circumstances, therefore be averaged which may be disadvantageous to a Client.

When Blackstone serves as underwriter with respect to securities of a Client or its Portfolio Entities, the Client and Portfolio Entities could be subject to a “lock-up” period following the offering under applicable regulations during which time a Client or Portfolio Entity would be

unable to sell any securities subject to the “lock-up”. This may prejudice the ability of a Client and its Portfolio Entities to dispose of such securities at an opportune time. (See also “—Portfolio Entity Relationships Generally” herein.)

Blackstone employees, including employees of the Adviser, are generally permitted to invest in alternative investment funds, real estate funds, hedge funds or other investment vehicles, including potential competitors of Clients. The Investors will not receive any benefit from any such investments.

**PJT.** On October 1, 2015, Blackstone spun off its financial and strategic advisory services, restructuring and reorganization advisory services, and its Park Hill fund placement businesses and combined these businesses with PJT, an independent financial advisory firm founded by Paul J. Taubman. While the combined business operates independently from Blackstone and is not an affiliate thereof, it is expected that there will be substantial overlapping ownership between Blackstone and PJT for a considerable period of time going forward. Therefore, conflicts of interest will arise in connection with transactions between or involving a Client and its Portfolio Entities, on the one hand, and PJT, on the other. The pre-existing relationship between Blackstone and its former personnel involved in financial and strategic advisory services at PJT, the overlapping ownership and co-investment and other continuing arrangements between PJT and Blackstone can be expected to influence the Adviser to select or recommend PJT to perform services for a Client or its Portfolio Entities, the cost of which will generally be borne directly or indirectly by a Client and Investors. Given that PJT is no longer an affiliate of Blackstone, the Adviser and its affiliates are able to cause a Client and Portfolio Entities to transact with PJT generally without restriction under the Organizational Documents of such Client, notwithstanding the relationship between Blackstone and PJT. (See also “—Service Providers, Vendors and Other Counterparties Generally” herein).

**Portfolio Entity Relationships Generally.** Blackstone, Portfolio Entities of a Client and Other Blackstone Vehicles are and will be counterparties or participants in agreements, transactions and other arrangements with Clients, Other Blackstone Vehicles, and Portfolio Entities of Clients and Other Blackstone Vehicles or other Blackstone affiliates for the provision of goods and services, purchase and sale of assets and other matters. In addition, certain Portfolio Entities may be counterparties or participants in agreements, transactions and other arrangements with Other Blackstone Vehicles for the provision of goods and services, purchase and sale of assets and other matters. For example, from time to time, certain Portfolio Entities of a Client or Other Blackstone Vehicles will provide or recommend goods and services to Blackstone, the Clients, Other

Blackstone Vehicles, or Portfolio Entities of the Clients and Other Blackstone Vehicles or other Blackstone affiliates (or vice versa). These agreements, transactions and other arrangements will involve payment of fees and other amounts, none of which will result in any offset to the Management Fees, notwithstanding that some of the services provided by a Portfolio Entity are similar in nature to the services provided by the Adviser. Such agreements, transactions and other arrangements will generally be entered into without the consent of any L.P. Advisory Committee, or otherwise, as applicable, and Investors of a Client (including, without limitation, in the case of minority Investments by a Client in such Portfolio Entities or the sale of assets from one Portfolio Entity to another). This is because, among other considerations, Portfolio Entities of a Client and Portfolio Entities of Other Blackstone Vehicles are not considered Affiliates of Blackstone, a Client or the Adviser under the Organizational Documents of the Clients. There can be no assurance that the terms of any such agreement, transaction or other arrangement will be as favorable to a Client as otherwise would be the case if the counterparty were not related to Blackstone.

***Portfolio Entity Service Providers and Vendors.*** A Client, Other Blackstone Vehicles and the Portfolio Entities of each of the foregoing and Blackstone can be expected to engage Portfolio Entities of a Client and Other Blackstone Vehicles to provide some or all of the following services: (a) corporate support services (including, without limitation, accounts payable, accounting/audit (including valuation support services), account management, insurance, procurement, placement, brokerage, consulting, cash management, corporate secretarial services, data management, directorship services, domiciliation, finance/budget, human resources, information technology/systems support, internal compliance / know-your-client reviews and refreshes, judicial processes, legal, environmental due diligence support (e.g., review of property conditions), operational coordination (i.e., coordination with Joint Venture Partners, property managers), risk management, reporting (such as tax reporting, debt reporting or other reporting), tax analysis and compliance (e.g., CIT and VAT compliance), transfer pricing and internal risk control, treasury and valuation services; (b) loan services (including, without limitation, managing relationships with brokers and other potential sources of investments, identifying potential investments, coordinating with Investors, monitoring, restructuring and work-out of performing, subperforming and nonperforming loans, Administrative Services, and cash management, whole loan transaction support services and mortgage servicing rights support services); (c) management services (i.e., management by a Portfolio Entity, Blackstone Affiliate or third party (e.g., a third-party manager, operating partner) of operational services); (d) operational services (i.e., general management of day to day operations, including, without limitation, construction management

(such as management of general contractors on capital projects, tenant improvements, and tenant space build-outs), leasing services (such as leasing strategy, management of third party brokers, negotiation of major leases, negotiation of leases, and mall income including parking, advertising, and promotional space), project management (such as management of development projects, project design and execution, vendor management, and turnkey services (end-to-end execution for real estate projects)) and property management (such as property-level management, cleaning, security, revenue management, contract management, expense management, capital expenditure projects, facility management, business plan execution, engineering, capital expenditure design and implementation, and reporting, as well as mall management services such as provision of on-site staff, rent collection, service charge accounting and operation, marketing and advertising, tenant and guest relations, maintenance of common space, supervision of on-site third party contractors such as facilities maintenance, cleaning, and security, and, in outlets and high-end centers services, provision of retail managers to oversee tenant merchandising, promotions, and inventory); and (e) transaction support services (including, without limitation, managing relationships with brokers and other potential sources of Investments, identifying potential Investments, coordinating with Investors, assembling relevant information, conducting financial and market analyses and modelling, coordinating closing/post-closing procedures for acquisitions, dispositions, originations and other transactions, coordinating design and development works, assistance with due diligence, identifying potential investments, managing relationships with brokers and other potential sources of investments, marketing and distribution, overseeing brokers, lawyers, accountants and other advisors, providing in-house legal and accounting services, assisting with due diligence, preparation of project feasibilities, site visits, and specification of technical analysis and review of (i) design and structural work, (ii) architectural, façade and external finishes, (iii) certifications, (iv) operations and maintenance manuals and (v) statutory documents). Similarly, Blackstone, Other Blackstone Vehicles, Clients and their Portfolio Entities can be expected to engage Portfolio Entities of a Client to provide some or all of these services. Some of the services performed by Portfolio Entity service providers could also be performed by the Adviser from time to time and vice versa. Fees paid by a Client or its Portfolio Entities to, or value created by other Portfolio Entity service providers do not offset or reduce the Management Fee payable by the Investors of a Client and are not otherwise shared with a Client.

A Client and its Portfolio Entities will compensate one or more of these service providers and vendors owned by Clients or Other Blackstone Vehicles. Some of these service providers and vendors owned by a Client or Other Blackstone Vehicles will charge Clients and their Portfolio Entities for goods and services at rates generally consistent with those available in the market for

similar goods and services. The discussion regarding the determination of market rates under “—Blackstone Affiliate Service Providers” herein applies equally in respect of the fees and expenses of the Portfolio Entity service providers, if charged at rates generally consistent with those available in the market. Other service providers and vendors owned or controlled by a Client or Other Blackstone Vehicles pass through expenses on a cost reimbursement, no-profit or break-even basis, in which case the service provider allocates costs and expenses directly associated with work performed for the benefit of a Client and its Portfolio Entities to them, along with any related tax costs and an allocation of the service provider’s overhead, including any of the following: salaries, wages, benefits and travel expenses; marketing and advertising fees and expenses; legal, accounting and other professional fees and disbursements; office space and equipment; insurance premiums; technology expenditures, including hardware and software costs; costs to engage recruitment firms to hire employees; diligence expenses; one-time costs, including costs related to building-out and winding-down a Portfolio Entity; costs that are of a limited duration or non-recurring (such as start-up or technology build-up costs, one-time technology and systems implementation costs, employee on-boarding and severance payments, and IPO-readiness and other infrastructure costs); taxes; and other operating and capital expenditures. Any of the foregoing costs, although allocated in a particular period, will, in certain circumstances, relate to activities occurring outside the period, and further will, in certain circumstances, be of a general and administrative nature that is not specifically related to particular services, and therefore a Client could pay more than its *pro rata* portion of fees for services. The allocation of overhead among the entities and assets to which services are provided can be expected to be based on any of a number of different methodologies, including, without limitation, “cost” basis as described above, “time-allocation” basis, “per unit” basis, “per square footage” basis or “fixed percentage” basis, and the particular methodology used to allocate such overhead among the entities and assets to which services are provided are expected to vary depending on the types of services provided and the applicable asset class involved. There can be no assurance that a different manner of allocation would result in a Client and its Portfolio Entities bearing less or more costs and expenses. In certain instances, particularly where such service providers and vendors are located in Europe or Asia, such service providers and vendors will charge a Client and its Portfolio Entities for goods and services at cost plus a percentage of cost for transfer pricing or other tax, legal, regulatory, accounting or other reasons. Further, a Client and its Portfolio Entities will compensate one or more of these service providers and vendors owned by a Client or Other Blackstone Vehicles through incentive-based compensation payable to their management teams and other related parties. The incentive-based compensation paid with respect to a Portfolio Entity or asset of a Client or Other Blackstone Vehicles will vary from the incentive-based compensation paid

with respect to other Portfolio Entities and assets of a Client and Other Blackstone Vehicles; as a result the management team or other related parties can be expected to have greater incentives with respect to certain assets and Portfolio Entities relative to others, and the performance of certain assets and Portfolio Entities may provide incentives to retain management that also service other assets and Portfolio Entities. Blackstone is not expected to perform or obtain benchmarking analysis or third-party verification of expenses with respect to services provided on a cost reimbursement, no profit or break even basis, or in respect of incentive-based compensation. There can be no assurances that amounts charged by Portfolio Entity service providers that are not controlled by a Client or Other Blackstone Vehicles will be consistent with market rates or that any benchmarking, verification or other analysis will be performed with respect to such charges. With respect to any benchmarking performed, the related benchmarking expenses will be borne by Clients, Other Blackstone Vehicles and their respective Portfolio Entities and will not offset the Management Fee. A Portfolio Entity service provider will, in certain circumstances, subcontract certain of its responsibilities to other Portfolio Entities of Clients and Other Blackstone Vehicles. In such circumstances, the relevant subcontractor could invoice the Portfolio Entity for fees (or in the case of a cost reimbursement arrangement, for allocable costs and expenses) in respect of the services provided by the subcontractor. The Portfolio Entity, if charging on a cost reimbursement, no-profit or break-even basis, would in turn allocate those costs and expenses as it allocates other fees and expenses as described above. Similarly, Other Blackstone Vehicles and their Portfolio Entities and Blackstone can be expected to engage Portfolio Entities of a Client to provide services, and these Portfolio Entities will generally charge for services in the same manner described above, but a Client and its Portfolio Entities generally will not be reimbursed for any costs (such as start-up costs or technology build-up costs) relating to such Portfolio Entities incurred prior to such engagement.

Clients, Other Blackstone Vehicles and their respective Portfolio Entities are expected to enter into joint ventures with third parties to which the service providers and vendors described above will provide services. In some of these cases, the third-party joint venture partner may negotiate to not pay its *pro rata* share of fees, costs and expenses to be allocated as described above, in which case Clients, Other Blackstone Vehicles and their Portfolio Entities that also use the services of the Portfolio Entity service provider will, directly or indirectly, pay the difference, or the Portfolio Entity service provider will bear a loss equal to the difference.

Portfolio Entity service providers described in this section are generally owned and controlled by a Blackstone fund, such as a Client and Other Blackstone Vehicles. In certain instances a similar company could be owned and controlled by Blackstone directly. Blackstone could cause a transfer



of ownership of one of these service providers (or the employees, leases, contracts or office assets of one service provider to another service provider) from a Client to an Other Blackstone Vehicle, or from an Other Blackstone Vehicle to a Client. The transfer of a Portfolio Entity service provider between a Client and an Other Blackstone Vehicle (where a Client may be a seller or a buyer in any such transfer) will generally be consummated for minimal or no consideration. The Adviser may, but is not required to, obtain a third party valuation confirming the same, and if it does, the Adviser may rely on such valuation.

***Service Providers, Vendors and Other Counterparties Generally.*** Certain third-party advisors and other service providers and vendors to a Client and its Portfolio Entities (including accountants, administrators, lenders, bankers, brokers, attorneys, Consultants, title agents, property managers and investment or commercial banking firms) are owned by Blackstone, Clients or Other Blackstone Vehicles or provide goods or services to, or have other business, personal, financial or other relationships with, Blackstone, the Other Blackstone Vehicles and their Portfolio Entities, and Affiliates and personnel of the foregoing. Also, advisors, lenders, Investors, commercial counterparties, vendors and service providers (including any of their Affiliates or personnel) to a Client and its Portfolio Entities could have other commercial or personal relationships with Blackstone, Other Blackstone Vehicles (including co-investment vehicles, where applicable) and their respective Portfolio Entities, or any Affiliates, personnel or family members of personnel of the foregoing. Although Blackstone selects service providers and vendors it believes are most appropriate in the circumstances based on its knowledge of such service providers and vendors (which knowledge is generally greater in the case of service providers and vendors that have other relationships to Blackstone), the relationship of service providers and vendors to Blackstone as described above will, in certain circumstances, influence Blackstone in deciding whether to select, recommend or form such an advisor or service provider to perform services for a Client or a Portfolio Entity, the cost of which will generally be borne directly or indirectly by a Client, and can be expected to incentivize Blackstone to engage such service provider over a third party, utilize the services of such service providers and vendors more frequently than would be the case absent the conflict, or to pay such service providers and vendors higher fees or commissions than would be the case absent the conflict. The incentive could be created by current income and/or the generation of enterprise value in a service provider or vendor; Blackstone can be expected to also have an incentive to invest in or create service providers and vendors to realize on these opportunities. Furthermore, Blackstone will from time to time encourage third-party service providers to a Client and its Portfolio Entities to use other Blackstone-affiliated service providers and vendors in connection with the business of a Client, Portfolio Entities, and unaffiliated entities,

and Blackstone has an incentive to use third-party services providers who do so as a result of the indirect benefit to Blackstone and additional business for the related service providers and vendors. Fees paid to or value created in these service providers and vendors do not offset or reduce the Management Fee payable by the Investors of a Client and are not otherwise shared with a Client unless required by applicable Organizational Documents. In the case of brokers, Blackstone has a best execution policy that it updates from time to time to comply with regulatory requirements in applicable jurisdictions.

Blackstone has a practice of not entering into any arrangements with advisors, vendors or service providers that provide lower rates or discounts to Blackstone itself compared to those it enters into on behalf of a Client and its Portfolio Entities for the same services. However, legal fees for unconsummated transactions are often charged at a discounted rate, such that if a Client and its Portfolio Entities consummate a higher percentage of transactions with a particular law firm than Blackstone, Other Blackstone Vehicles and their Portfolio Entities, the Investors could indirectly pay a higher net effective rate for the services of that law firm than Blackstone, other Clients, Other Blackstone Vehicles or their Portfolio Entities. Also, advisors, vendors and service providers often charge different rates or have different arrangements for different types of services. For example, advisors, vendors and service providers often charge fees based on the complexity of the matter as well as the expertise and time required to handle it. Therefore, to the extent the types of services used by a Client and its Portfolio Entities are different from those used by Blackstone, Other Blackstone Vehicles and their Portfolio Entities, and their Affiliates and personnel, a Client and its Portfolio Entities can be expected to pay different amounts or rates than those paid by such other persons. Similarly, Blackstone, Clients, the Other Blackstone Vehicles and their Portfolio Entities and Affiliates can be expected to enter into agreements or other arrangements with vendors and other similar counterparties (whether such counterparties are affiliated or unaffiliated with Blackstone) from time to time whereby such counterparty will, in certain circumstances, charge lower rates (or no fees) or provide discounts or rebates for such counterparty's products or services depending on the volume of transactions in the aggregate or other factors. (See also “—**Group Procurement; Discounts**” and “—**Multiple Blackstone Business Lines**” herein.)

***Outsourcing.*** The Adviser is expected to outsource to third parties many of the services performed for a Client and/or its Portfolio Entities, including services (such as administrative, legal, accounting, investment diligence and ongoing monitoring, tax or other related services) that can be or historically have been performed in-house by the Adviser and its personnel. The fees, costs and expenses of such third-party service providers will be borne by a Client as partnership expenses, even if the Adviser would have borne such fees if such services had been performed in-

house (which, for the avoidance of doubt, would be in addition to any fees borne by a Client as partnership expenses for similar services performed by the Adviser in-house in lieu of or alongside (or to supplement or monitor) such third parties, subject to the terms of the Organizational Documents).

The decision to engage a third-party service provider and the terms (including economic terms) of such engagement will be made by the Adviser in its discretion, taking into account such factors as it deems relevant under the circumstances. Certain third-party service providers and/or their employees (including full-time secondees to Blackstone) (and/or teams thereof) will dedicate substantially all of their business time to a Client, Other Blackstone Vehicles and/or their respective Portfolio Entities, while others will have other clients. In certain cases, third-party service providers and/or their employees may spend a significant amount of time at Blackstone offices, have dedicated office space at Blackstone, have Blackstone e-mail addresses, receive administrative support from Blackstone personnel or participate in meetings and events for Blackstone personnel, even though they are not Blackstone employees or affiliates. The Adviser will have an incentive to outsource services to third parties due to a number of factors, including because the fees, costs and expenses of such service providers will be borne by a Client as partnership expenses (with no reduction or offset to Management Fees) and retaining third parties will reduce the Adviser's internal overhead and compensation and benefit costs for employees who would otherwise perform such services in-house. The involvement of third-party service providers may present a number of risks due to the Adviser's reduced control over the functions that are outsourced. There can be no assurances that the Adviser will be able to identify, prevent or mitigate the risks of engaging third-party service providers. A Client could suffer adverse consequences from actions, errors or failures to act by such third parties, and will have obligations, including indemnity obligations, and limited recourse against them. Outsourcing may not occur uniformly for all Blackstone managed vehicles and accounts, and accordingly, certain costs could be incurred by (or allocated to) a Client through the use of third-party service providers that are not incurred by (or allocated to) other Clients or Other Blackstone Vehicles.

***Data Management Services.*** Blackstone or an Affiliate of Blackstone formed in the future will provide data management services to Data Holders. Such services may include assistance with obtaining, analyzing, curating, processing, packaging, distributing, organizing, mapping, holding, transforming, enhancing, marketing and selling such data (among other related data management and consulting services) for monetization through licensing or sale arrangements with third parties and, subject to the limitations in the Organizational Documents of a Client and any other applicable

contractual limitations, with a Client, Other Blackstone Vehicles, Portfolio Entities, Investors in Clients and in Other Blackstone Vehicles, and other Blackstone affiliates and associated entities (including funds in which Blackstone and Other Blackstone Vehicles make investments, and portfolio entities thereof). If Blackstone enters into data services arrangements with Portfolio Entities and receives compensation from such Portfolio Entities for such data services, Clients will indirectly bear their share of such compensation based on their pro rata ownership of such Portfolio Entities. Where Blackstone believes appropriate, data from one Data Holder may be pooled with data from other Data Holders. Any revenues arising from such pooled data sets would be allocated between applicable Data Holders on a fair and reasonable basis as determined by the Adviser in its sole discretion, with the Adviser able to make corrective allocations should it determine subsequently that such corrections were necessary or advisable. Blackstone is expected to receive compensation for such data management services, which may include a percentage of the revenues generated through any licensing or sale arrangements with respect to the relevant data, and which compensation is also expected to include fees, royalties and cost and expense reimbursement (including start-up costs and allocable overhead associated with personnel working on relevant matters (including salaries, benefits and other similar expenses)) will not be subject to the Management Fee offset provisions or otherwise shared with a Client or its Investors. Additionally, Blackstone is also expected to determine to share and distribute the products from such Data Management Services within Blackstone or its affiliates (including Other Blackstone Vehicles or their Portfolio Entities) at no charge and, in such cases, the Data Holders may not receive any financial or other benefit from having provided such data to Blackstone. The potential receipt of such compensation by Blackstone may create incentives for Blackstone to cause a Client to invest in Portfolio Entities with a significant amount of data that it might not otherwise have invested in or on terms less favorable than it otherwise would have sought to obtain. (See also “—Data” herein).

***Blackstone Affiliate Service Providers.*** In addition to the service providers (including Portfolio Entity service providers) and vendors described above, a Client and its Portfolio Entities will engage in transactions with one or more businesses that are owned or controlled by Blackstone directly, not through one of its funds, including the businesses described below. These businesses will, in certain circumstances, also enter into transactions with other counterparties of a Client and its Portfolio Entities, as well as service providers, vendors and Investors of a Client. Blackstone could benefit from these transactions and activities through current income and creation of enterprise value in these businesses. No fees charged by these service providers and vendors will offset or reduce Management Fees, unless otherwise required by applicable Organizational

Documents. Furthermore, Blackstone, other Clients, the Other Blackstone Vehicles and their Portfolio Entities and their Affiliates and related parties will use the services of these Blackstone Affiliates, including at different rates. Although Blackstone believes the services provided by its Affiliates are equal or better than those of third parties, Blackstone directly benefits from the engagement of these Affiliates, and there is therefore an inherent conflict of interest.

A Client could acquire from or sell to Blackstone a service provider as an Investment or participate alongside Blackstone in the acquisition of a service provider. Blackstone is expected to establish a valuation methodology in relation to any such sale or acquisition by a Client of a service provider. In addition, before entering into any transaction with respect to any such service provider, it is anticipated that Blackstone will obtain any consents that may be required under the Advisers Act or other applicable laws or regulations.

Certain Blackstone-affiliated service providers and their respective personnel will receive a management promote, an incentive fee and other performance-based compensation in respect of Investments. Furthermore, Blackstone-affiliated service providers can be expected to charge costs and expenses based on allocable overhead associated with personnel working on relevant matters (including salaries, benefits and other similar expenses), *provided* that these amounts will not exceed market rates as determined by the CTIMCO Managers to be appropriate under the circumstances.

The CTIMCO Managers will make determinations of market rates (*i.e.*, rates that fall within a range that the CTIMCO Managers have determined is reflective of rates in the applicable market and certain similar markets, though not necessarily equal to or lower than the median rate of comparable firms), and, in certain circumstances, is expected to be in the top of the range, based on its consideration of a number of factors, which are generally expected to include the CTIMCO Managers' experience with non-affiliated service providers as well as benchmarking data and other methodologies determined by the CTIMCO Managers to be appropriate under the circumstances. In respect of benchmarking, while Blackstone often obtains benchmarking data regarding the rates charged or quoted by third parties for services similar to those provided by Blackstone Affiliates in the applicable market or certain similar markets, relevant comparisons may not be available for a number of reasons, including, without limitation, as a result of a lack of a substantial market of providers or users of such services or the confidential or bespoke nature of such services (*e.g.*, within property management services, different assets may receive different property management services). In addition, benchmarking data is based on general market and broad industry overviews, rather than determined on an asset by asset basis. As a result, benchmarking data does

not take into account specific characteristics of individual assets then owned or to be acquired by a Client (such as location or size), or the particular characteristics of services provided. Further, it could be difficult to identify comparable third-party service providers that provide services of a similar scope and scale as the Blackstone-affiliated service providers that are the subject of the benchmarking analysis. For these reasons, such market comparisons may not result in precise market terms for comparable services. Expenses to obtain benchmarking data will be borne by a Client, Other Blackstone Vehicles and their respective Portfolio Entities and will not offset the Management Fee. Finally, in certain circumstances the CTIMCO Managers can be expected to determine that third-party benchmarking is unnecessary, either because the price for a particular good or service is mandated by law (e.g., title insurance in rate regulated states) or because Blackstone has access to adequate market data (including from third party clients of the Blackstone-affiliated service provider that is the subject of the benchmarking analysis) to make the determination without reference to third-party benchmarking. For example, in certain circumstances a Blackstone-affiliated service provider or a portfolio entity service provider could provide services to third parties, in which case if the rates charged to such third parties are consistent with the rates charged to a Client, Other Blackstone Vehicles and their respective Portfolio Entities, then a separate benchmarking analysis of such rates is not expected to be prepared. Some of the services performed by Blackstone-affiliated service providers could also be performed by the CTIMCO Managers from time to time and vice versa. Fees paid by a Client or its Portfolio Entities to Blackstone-affiliated service providers do not offset or reduce the Management Fee payable by the Investors of a Client and are not otherwise shared by a Client, unless otherwise required by the Organizational Documents. These conflicts related to Blackstone-affiliated service providers will not necessarily be resolved in favor of a Client, and Investors may not be entitled to receive notice or disclosure of the occurrence of these conflicts.

***Transactions with Clients of Blackstone Insurance Solutions.*** Blackstone has formed BIS, a business unit of Blackstone that is comprised of two affiliated registered investment advisers and provides investment advisory services to BIS Clients. Actual or potential conflicts of interest will likely arise in relation to the BIS Clients. BIS Clients have invested and are expected to continue investing in Other Blackstone Vehicles. BIS Clients may have investment objectives that overlap with those of a Client or its Portfolio Entities (and for regulatory reasons certain BIS Clients are required to own whole loans when making debt investments), and such BIS Clients may invest alongside (or in lieu of) a Client or such Portfolio Entities in certain investments, which will reduce the investment opportunities otherwise available to such Client or such Portfolio Entities. BIS Clients will also participate in transactions related to a Client and/or its Portfolio Entities (e.g., as

originators, co-originators, counterparties or otherwise). Other transactions in which BIS Clients will participate include, without limitation, investments in debt or other securities issued by Portfolio Entities or other forms of financing to Portfolio Entities (See also “—Conflicting Fiduciary Duties to Other Real Estate-Related Funds and Vehicles” and “—Investments in Which Other Blackstone Vehicles have a Different Principal Investment Generally” herein.) When investing alongside a Client or its Portfolio Entities or in other transactions related to a Client or its Portfolio Entities, BIS Clients may not invest or divest at the same time or on the same terms as such Client or the applicable Portfolio Entities. BIS Clients will also from time to time acquire investments and Portfolio Entities directly or indirectly from a Client. In circumstances where the Adviser determines in good faith that the conflict of interest is mitigated in whole or in part through various measures that Blackstone or the Adviser implements, the Adviser is not required and does not intend to seek approval of the Investors. In order to seek to mitigate any potential conflicts of interest with respect to such transactions (or other transactions involving BIS Clients), Blackstone may, in its discretion, involve independent members of the board of a Portfolio Entity or a third-party stakeholder in the transaction to negotiate price and terms on behalf of the BIS Clients or otherwise cause the BIS Clients to “follow the vote” thereof, and/or cause an independent investor representative or other third party to approve the investment or otherwise represent the interests of one or more of the parties to the transaction. In addition, Blackstone or the Adviser may limit the percentage interest of the BIS Clients participating in such transaction, or obtain appropriate price quotes or other benchmarks, or, alternatively, a third-party price opinion or other document to support the reasonableness of the price and terms of the transaction. BIS will also from time to time require the applicable BIS Clients participating in a transaction to consent thereto (including in circumstances where the Adviser does not seek the consent of the Investors). There can be no assurance that any such measures or other measures that may be implemented by Blackstone will be effective at mitigating any actual or potential conflicts of interest. Moreover, under certain circumstances (e.g., where a BIS Client participates in a transaction directly (and not through a vehicle controlled by Blackstone) and independently consents to participating in a transaction), a BIS Client (or any Other Blackstone Vehicle participating via a similar arrangement) will not be an “Affiliate” under the Organizational Documents of a Client in which case any limitations or obligations pursuant to such Organizational Documents with respect to transactions with Affiliates will not apply.

***Transactions with Portfolio Entities.*** Blackstone and Portfolio Entities of Clients and Other Blackstone Vehicles operate in multiple industries, including the real estate related information technology industry, and provide products and services to or otherwise contract with a Client and

its Portfolio Entities, among others. In connection with any such Investment, Blackstone, Clients and Other Blackstone Vehicles and their respective Portfolio Entities and personnel and related parties of the foregoing can be expected to make referrals or introductions to a Client and its Portfolio Entities in an effort, in part, to increase the customer base of such companies or businesses or because such referrals or introductions will, in certain circumstances, result in financial benefits, such as cash payments, additional equity ownership, or participation in revenue share, accruing to the party making the introduction. In the alternative, Blackstone may form a joint venture (or other business relationship) with such a Portfolio Entity to implement such arrangements, pursuant to which the joint venture or business provides services (including, without limitation, corporate support services, loan management services, management services, operational services, ongoing account services (e.g., interacting and coordinating with banks generally and with regard to any related “know your client” requirements), risk management services, data management services, consulting services, brokerage services, insurance procurement, placement, brokerage and consulting services, and other services) to such Portfolio Entities that are referred to the joint venture or business by Blackstone. Such joint venture or business could use data obtained from such portfolio entities (See also “—*Data*” and “—*Data Management Services*” herein.) A Client and the Investors typically will not share in any fees, economics, equity or other benefits accruing to Blackstone, other Clients, Other Blackstone Vehicles and their Portfolio Entities as a result of the introduction of a Client and its Portfolio Entities. There may, however, be instances in which the applicable arrangements provide that a Client or its Portfolio Entities share in some or all of any resulting financial incentives (including, in some cases, cash payments, additional equity ownership, participation in revenue share and/or milestones) based on structures and allocation methodologies determined in the sole discretion of Blackstone. Conversely, where a Client or one of its Portfolio Entities is the referring or introducing party, rather than receiving all of the financial incentives (including, in some cases, additional equity ownership) for similar types of referrals and/or introductions, such financial incentives (including, in some cases, cash payments, additional equity ownership, participation in revenue share and/or milestones) may be similarly shared with the participating Other Blackstone Vehicles or their respective Portfolio Entities.

Blackstone has also entered into certain investment management arrangements whereby it provides investment management services for compensation to insurance companies including (i) FGL Holdings, which was formerly known as Fidelity & Guaranty Life Insurance Company and was acquired by Fidelity National Financial Inc., and certain of its affiliates (“FGL”), (ii) Everlake Life Insurance Company and certain of its affiliates (“Everlake”) and (iii) the insurance companies



comprising American International Group Inc.’s life and retirement business (“AIG L&R”). As of the date hereof, Blackstone owns a 9.9% equity interest in the parent company of Everlake and Other Blackstone Vehicles own the remaining equity interests in the parent company of Everlake, and Blackstone owns a 9.9% equity interest in the parent company of AIG L&R. The foregoing insurance company investment management arrangements will involve investments by such insurance company clients across a variety of asset classes (including investments that may otherwise be appropriate for a Client). As a result, in addition to the compensation Blackstone receives for providing investment management services to insurance companies in which Blackstone or an Other Blackstone Vehicle owns an interest, in certain instances Blackstone receives additional compensation in its capacity as an indirect owner of such insurance companies and/or Other Blackstone Vehicles. In the future, Blackstone will likely enter into similar arrangements with other Portfolio Entities of the Clients, Other Blackstone Vehicles or other insurance companies. Such arrangements may reduce the allocations of investments to a Client, and Blackstone may be incentivized to allocate investments away from a Client to such insurance company client under such investment management arrangements or other vehicles/accounts to the extent the economic arrangements related thereto are more favorable to Blackstone relative to the terms of the a Client. With respect to transactions or agreements with Portfolio Entities (including, for the avoidance of doubt, long-term incentive plans) occurring at times when unrelated officers of a Portfolio Entity are not appointed, Blackstone can be expected to negotiate and execute agreements on behalf of the Portfolio Entity with Blackstone, a Client, Other Blackstone Vehicles and their Portfolio Entities and Affiliates and other related parties. These negotiations would not be arm’s length and would entail conflicts of interest. Among the measures Blackstone can be expected to use to mitigate such conflicts is to involve outside counsel to review and advise on such agreements and provide insights into commercially reasonable terms, or establish separate groups with information barriers within Blackstone to advise on each side of the negotiation.

***Restrictive Covenants; Restrictions on Client Activities.*** Blackstone, Clients, Other Blackstone Vehicles, joint venture partners and/or their respective portfolio entities and affiliates can be expected to enter into covenants that restrict or otherwise limit the ability of Blackstone, Clients, Other Blackstone Vehicles, Joint Venture Partners and/or their respective portfolio entities and affiliates to make investments in, or otherwise engage in, certain businesses or activities. For example, Other Blackstone Vehicles could have granted exclusivity to a Joint Venture Partner that limits Clients and Other Blackstone Vehicles from owning assets within a certain distance of any of the joint venture’s assets. Blackstone, a Client, an Other Blackstone Vehicle, a Joint Venture

Partner and/or their respective portfolio entities and affiliates could have entered into a non-compete or other undertaking in connection with a purchase, sale or other transaction, including, without limitation, that Blackstone, Clients, Other Blackstone Vehicles, Joint Venture Partners and/or their respective portfolio entities and affiliates will not make investments or otherwise engage in any business or activity if such investment, business or activity could adversely affect or materially delay obtaining regulatory or other approvals in connection with any such purchase, sale or other transaction. These types of restrictions may negatively impact the ability of a Client to implement its investment program. See also “—**Multiple Blackstone Business Lines.**” herein.

***Related Party Leasing.*** Certain assets related to a Client’s Investments, owned by an Investment Vehicle and/or an Other Blackstone Vehicle will, in certain circumstances, lease property to or from Blackstone, other Clients, Other Blackstone Vehicles and their Portfolio Entities and Affiliates and other related parties. The leases are generally expected to, but may not always be at market rates. Blackstone may confirm market rates by reference to other leases it is aware of in the market, which Blackstone expects to be generally indicative of the market given the scale of Blackstone’s real estate business. Blackstone can be expected to nonetheless have conflicts of interest in making these determinations, and with regard to other decisions related to such assets and investments. For example, a Client may have consent rights over or be asked to approve leases, sales or evictions related to Other Blackstone Vehicles, their Portfolio Entities and affiliates and other related parties. There can be no assurance that a Client and its Portfolio Entities will lease to or from any such related parties on terms as favorable to a Client and its Portfolio Entities as would apply if the counterparties were unrelated.

***Cross-Guarantees and Cross-Collateralization.*** In certain circumstances a Client and its Portfolio Entities can be expected to enter into cross-collateralization arrangements with other Clients, Other Blackstone Vehicles and their Portfolio Entities, particularly in circumstances in which more attractive financing terms are available through a cross-collateralized arrangement. Also, it is expected that cross-collateralization will generally occur at Portfolio Entities rather than a Client for obligations that are not recourse to a Client except in limited circumstances such as “bad boy” events. Any cross-collateralization arrangements with other Clients or Other Blackstone Vehicles could result in a Client losing its interests in otherwise performing Investments or other assets due to poorly performing or non-performing Investments or other assets of other Clients or Other Blackstone Vehicles in the collateral pool or such persons otherwise defaulting on their obligations under the terms of such arrangements. The Investors may also be required to fund capital contributions to cover a Client’s obligations under such a default.

Similarly, a lender could require that it face only one Portfolio Entity of Clients and Other Blackstone Vehicles, even though multiple Portfolio Entities of Clients and Other Blackstone Vehicles benefit from the lending, which will typically result in (i) the Portfolio Entity facing the lender being solely liable with respect to the entire obligation, and therefore being required to contribute amounts in respect of the shortfall attributable to other Portfolio Entities, and (ii) Portfolio Entities of Clients and Other Blackstone Vehicles being jointly and severally liable for the full amount of the obligation, liable on a cross-collateralized basis or liable for an equity cushion (which cushion amount may vary depending upon the type of financing or refinancing (e.g., cushions for refinancings may be smaller)). The Portfolio Entities of Clients and Other Blackstone Vehicles benefiting from a financing can be expected to enter into a back-to-back or other similar reimbursement agreements to ensure no Portfolio Entity bears more than its *pro rata* portion of the debt and related obligations. It is not expected that the Portfolio Entities would be compensated (or provide compensation to other Portfolio Entities) for being primarily liable, or jointly liable, for other Portfolio Entities *pro rata* share of any financing.

**Valuation Matters.** The fair value of all Investments (including any asset received in exchange for any Investments or interests in a Client, as applicable) will ultimately be determined by the Adviser in accordance with the Organizational Documents and a Client's valuation policy and procedures. It will, in certain circumstances, be the case that the carrying value of an Investment may not reflect the price at which the Investment is ultimately sold in the market, and the difference between carrying value and the ultimate sales price could be material. The valuation methodologies used to value any Investment will involve subjective judgments and projections and may not be accurate. Valuation methodologies will also involve assumptions and opinions about future events, which may or may not turn out to be correct. Ultimate realization of the value of an asset depends to a great extent on economic, market and other conditions beyond Blackstone's control. Generally, there will be no retroactive adjustment in the valuation of any Investment, the offering price at which interests in a Client were purchased by Investors or repurchased by a Client, as applicable, or the fees and/or performance-based compensation paid to the CTIMCO Managers to the extent any valuation proves to not accurately reflect the realizable value of an asset in a Client.

The valuation of Investments will affect the amount and timing of the CTIMCO Managers' performance-based compensation and, under certain circumstances, the amount of Management Fees and Servicing Fees (if any) payable to the Adviser. The valuation of Investments of Other Blackstone Vehicles will, in certain circumstances, affect the decision of potential Investors to subscribe for interests in a Client. Similarly, the valuation of investments of a Client will, in certain

circumstances, affect the ability of Blackstone to form and attract capital to Other Blackstone Vehicles. As a result, the valuation of Investments of a Client and Other Blackstone Vehicles, which generally remains in the sole discretion of Blackstone, involve conflicts.

***Group Procurement; Discounts.*** A Client and its Portfolio Entities will enter into agreements regarding group procurement (such as CoreTrust, an independent group purchasing organization), benefits management, purchase of title and other insurance policies (which can be expected to include brokerage or placement thereof) and will otherwise enter into operational, administrative or management related initiatives. Blackstone will allocate the cost of these various services and products purchased on a group basis among a Client, Other Blackstone Vehicles and their Portfolio Entities. Some of these arrangements result in commissions, discounts, rebates or similar payments to Blackstone and its affiliates and personnel, or other Clients and Other Blackstone Vehicles and their Portfolio Entities, including as a result of transactions entered into by a Client and its Portfolio Entities, and such commissions or payment will not be subject to the Management Fee offset provisions. Blackstone can be expected to also receive consulting, usage or other fees from the parties to these group procurement arrangements. To the extent that a Portfolio Entity of an Other Blackstone Vehicle is providing such a service, such Portfolio Entity and such Other Blackstone Vehicle will benefit. Further, the benefits received by the particular Portfolio Entity providing the service will, in certain circumstances, be greater than those received by a Client and its Portfolio Entities receiving the service. Conflicts exist in the allocation of the costs and benefits of these arrangements, and Investors rely on the Adviser to handle them in its sole discretion.

***Diverse Investor Group.*** Investors in a Client have conflicting Investment, tax and other interests with respect to their Investments in a Client and with respect to the interests of Investors in other Clients and Other Blackstone Vehicles that participate in the same investments as a Client. The conflicting interests of Investors relate to, among other things, the nature, structuring, financing, tax profile and timing of disposition of Investments. The CTIMCO Managers or the Adviser will, in certain circumstances, as a result have conflicts in making these decisions, which can be expected to be more beneficial for one or more (but not all) Investors than for other Investors. In addition, a Client can be expected to make Investments that will, in certain circumstances, have a negative impact on related Investments made by the investors in separate transactions. In selecting and structuring Investments appropriate for a Client, the Adviser will consider the investment and tax objectives of a Client and its Investors as a whole (and those of Investors in other Clients and Other Blackstone Vehicles that participate in the same Investments as a Client), not the Investment, tax or other objectives of any Investor individually. In addition, reduction in unused capital

commitments for capital contributions in respect of Management Fees are based on the actual amounts paid by the Investors. Therefore, to the extent an Investor is entitled to a discounted or reduced Management Fee arrangement (including as set forth in the Organizational Document, investment advisory agreement or one or more side letters or other agreements (including any agreement governing a Strategic Relationship)) such Investor's capital contributions in respect of Management Fees will be disproportionate as compared to any Investor without such arrangement, and as a result such Investor's unused capital commitment will be proportionately higher than other Investors, which among other things, will cause such Investor to have a greater proportionate interest in Investments made (and expenses incurred) than would be the case absent such Management Fee arrangement. Further, certain Investors can be expected to also be Investors in other Clients and Other Blackstone Vehicles, including supplemental capital vehicles and co-investors that invest alongside a Client in one or more Investments, which could create conflicts for the Adviser in the treatment of different Investors.

Investors can be expected to also include Affiliates of Blackstone, such as other Clients (including Other Blackstone Vehicles (including strategic partners investment) via a primary investment or secondary acquisition), Other Blackstone Vehicles, Affiliates of Portfolio Entities of Clients or Other Blackstone Vehicles, charities, foundations or other entities or programs associated with Blackstone personnel and current or former Blackstone personnel, Blackstone's senior advisors and operating partners, and any such Affiliates, funds or persons can be expected to also invest in a Client or through the vehicles established in connection with Blackstone's side-by-side co-investment rights, in each case, without being subject to Management Fees or performance-based compensation (or otherwise on more favorable terms) and the Investors will not be afforded the benefits of such arrangements. Some of the foregoing Blackstone related parties are sponsors of feeder vehicles that could invest in a Client as Investors. The Blackstone related sponsors of feeder vehicles generally charge their Investors additional fees, including performance-based fees, which could provide Blackstone current income and increase the value of its ownership position in them. Blackstone will therefore have incentives to refer potential Investors to these feeder vehicles. All of these Blackstone related Investors will have equivalent rights to vote and withhold consents as nonrelated Investors, unless otherwise provided by the terms of the Organizational Documents. Nonetheless, Blackstone may have the ability to influence, directly or indirectly, these Blackstone related Investors.

It is also possible that a Client or a Client's Portfolio Entities will, in certain circumstances, be counterparties (such counterparties dealt with on an arm's length basis) or participants in agreements, transactions or other arrangements with an Investor or its Affiliates (which may occur

in connection with such Investor or its affiliates making a capital commitment to a Client or Other Blackstone Vehicles), including with respect to one or more Investments (or types of Investments). Such transactions may include agreements to pay performance fees to a management team and other related persons in connection with a Client's Investment therein, which will reduce a Client's returns and will not necessarily be subordinated to the return of the Investors' Capital Contributions. Such Investors described in the previous sentences can be expected to therefore have different information about Blackstone and a Client than Investors not similarly positioned. In addition, conflicts of interest will, in certain circumstances, arise in dealing with any such Investors, and the CTIMCO Managers and their Affiliates may be motivated to enter into agreements, transactions or arrangements with Investors or their affiliates in order to secure capital commitments from Investors to a Client or Other Blackstone Vehicles and may otherwise be motivated by factors other than the interests of the Client. (See also "—Other Blackstone Business Activities" herein.) Similarly, not all Investors monitor their investments in vehicles such as a Client in the same manner. For example, certain Investors can be expected to periodically request from the Adviser information regarding a Client and its Portfolio Entities and Investments that is not otherwise included in the reporting and other information delivered to all Investors—for instance, pre-quarterly reporting valuation. In such circumstances, the Adviser may provide such information to such Investor and not to other Investors. As a result, certain Investors can be expected to receive more information from the Adviser about a Client and its Portfolio Entities or can be expected to receive information about a Client and its Portfolio Entities at an earlier time than other Investors, and the Adviser will have no duty to ensure all Investors receive the same information regarding a Client and its Portfolio Entities. In addition, investment banks or other financial institutions, as well as Blackstone personnel, can be expected to also be Investors. These institutions and personnel are a potential source of information and ideas that could benefit a Client, and can be expected to receive information about a Client and its Portfolio Entities in their capacity as a service provider or vendor to a Client and its Portfolio Entities.

***Affiliated Investors.*** Certain Investors in a Client, including Blackstone Employee Investors (including any other existing or future Other Blackstone Vehicles), will not pay Management Fees or performance-based compensation will receive preferential terms in connection with their Investment in or alongside a Client. Notwithstanding the foregoing, such Investors will either directly pay for their *pro rata* share of certain partnership expenses, or the *pro rata* amount of such expenses will be allocated to the Adviser or its Affiliates. Such *pro rata* allocation of partnership expenses will, in certain circumstances, be calculated based on Commitments, invested capital, available capital or other metrics as determined by the Adviser in

its sole discretion. Any such methodology (including the choice thereof) involves inherent conflicts and will, in certain circumstances, not result in perfect attribution and allocation of expenses. In addition, by virtue of their affiliation with the Adviser, affiliated Investors will have more information about a Client and Investments than other Investors and will have access to information (including, but not limited to, valuation reports) in advance of communication to other Investors. As a result, such affiliated Investors will be able to take actions on the basis of such information which, in the absence of such information, other Investors do not take. See also “—**Diverse Investor Group**” herein. Additionally, in case of an Investor that is an Other Blackstone Vehicle with its own underlying investors, such underlying investors may have received preferential or different terms in connection with their investment in such Other Blackstone Vehicle as compared to the other Investors. While such affiliated Investors and/or Clients will seek to adopt policies and procedures to address such conflicts of interest, there can be no assurance that the conflicts of interest described above will be resolved in favor of the Client or other Investors.

***Investors’ Outside Activities.*** A Investor shall be entitled to and can be expected to have business interests and engage in activities in addition to those relating to a Client, including business interests and activities in direct competition with a Client and its Portfolio Entities, and may engage in transactions with, and provide services to, a Client or its Portfolio Entities (which will, in certain circumstances, include providing leverage or other financing to a Client or its Portfolio Entities as determined by the Adviser in its sole discretion). None of a Client, any Investor or any other Person shall have any rights by virtue of the Organizational Documents or any related agreements in any business ventures of any Investor. The Investor, and in certain cases the Adviser, will have conflicting loyalties in these situations.

***Insurance.*** A Client will purchase or bear premiums, fees, costs and expenses (including any expenses or fees of insurance brokers) to insure the Client, Portfolio Entities, the Adviser, Blackstone and their respective directors, officers, employees, agents, representatives and other indemnified parties (and in certain circumstances, such person’s agents and representatives), against liability in connection with the activities of the Client. This includes a portion of any premiums, fees, costs and expenses for one or more “umbrella”, group or other insurance policies maintained by Blackstone that cover one or more Clients and Other Blackstone Vehicles, the Adviser and/or Blackstone (including their respective directors, officers, employees, agents and representatives, and representatives). The Adviser will make judgments about the allocation of premiums, fees, costs and expenses for such “umbrella”, group or other insurance policies among one or more Clients and Other Blackstone Vehicles, the Adviser and/or Blackstone on a fair and

reasonable basis, in its sole discretion, and may make corrective allocations should it determine subsequently that such corrections are necessary or advisable. For example, some property insurance could be allocated on a property-by-property basis in accordance with the relative values of the respective properties that are insured by such policies.

Additionally, Clients and Other Blackstone Vehicles (and their respective Portfolio Entities) will, in certain circumstances, jointly contribute to a pool of funds that can be expected to be used to pay losses that are subject to the deductibles on any group insurance policies, which contributions may similarly be allocated in accordance with the relative values of the respective assets that are insured by such policies (or other factors that Blackstone can be expected to reasonably determine). (See also “—Service Providers, Vendors and Other Counterparties Generally” herein.)

In respect of such insurance arrangements, Blackstone may make corrective allocations from time to time should it determine subsequently that such adjustments are necessary or advisable. There can be no assurance that different allocations or arrangements than those implemented by Blackstone as provided above would not result in a Client and its Portfolio Entities bearing less (or more) premiums, deductibles, fees, costs and expenses for insurance policies.

***Charitable and Political Contributions.*** The Adviser may, from time to time, require, cause or invite a Client and/or a Portfolio Entity to make contributions to charitable initiatives, or other non-profit organizations that the Adviser believes could, directly or indirectly, enhance the value of a Client’s Investments, assist in completing an acquisition of a Portfolio Entity or other transaction (whether or not documented at the time of such acquisition or transaction) or otherwise serve a business purpose for, or be beneficial to, a Client or its Portfolio Entities. Such contributions could be designed to benefit employees of a Portfolio Entity, the community in which a Portfolio Entity operates or a charitable cause essential to, or consistent with, the business purpose of a Portfolio Entity. In certain instances, such charitable initiatives could be sponsored by, affiliated with or related to current or former employees of Blackstone, portfolio entity management teams, advisors, service providers, vendors, Joint Venture Partners, and/or other persons or organizations associated with Blackstone, Clients, Other Blackstone Vehicles or the Portfolio Entities. These relationships could influence the Adviser’s decision whether to require, cause or invite Clients or Portfolio Entities to make charitable contributions. Further, from time to time, such charitable contributions by Clients or the Portfolio Entities could supplement or replace charitable contributions that Blackstone would have otherwise made. Also, in certain instances, the Adviser may, from time to time, select a service provider or other counterparty to a Client or its Investments based, in part, on the charitable initiatives of such person where the Adviser



believes such charitable initiatives could, directly or indirectly, enhance the value of a Client's Investments or otherwise be beneficial to the Portfolio Entities.

A Portfolio Entity and/or, less commonly, a client on behalf of a Portfolio Entity may, in the ordinary course of its business, make political contributions to elected officials, candidates for elected office or political organizations, hire lobbyists or engage in other permissible political activities in U.S. or non-U.S. jurisdictions with the intent of furthering its business interests or otherwise. Portfolio Entities are not considered affiliates of the Adviser (and in some cases are not controlled by the Adviser), and therefore such activities are not subject to relevant policies of the Adviser and such activities may be undertaken by a Portfolio Entity without the knowledge or direction of the Adviser. In other circumstances, there may be initiatives where such activities are coordinated by Blackstone for the benefit of one or more Portfolio Entities. In certain circumstances, interests of a Portfolio Entity may not align with or be adverse to the interests of other Portfolio Entities, the applicable Client, Other Blackstone Vehicles or its Investors. While the costs of such activities will typically be borne by the Portfolio Entity (and indirectly the Client) undertaking such activities, such activities could also directly or indirectly benefit other Portfolio Entities, Other Blackstone Vehicles or Blackstone.

Any such charitable contributions or political contributions made by Clients or the Portfolio Vehicles, if material, could affect such Client's performance in respect of the relevant Investment and will not offset management fees payable by such Client. There can be no assurance that any such activities will actually be beneficial to or enhance the value of a Client or the Portfolio Entities, or that the Adviser will be able to resolve any associated conflict of interest in favor of the Clients.

***Other Conflicts.*** In addition, other present and future activities of Blackstone, Clients, Other Blackstone Vehicles and their Portfolio Entities, Affiliates and related parties will from time to time give rise to additional conflicts of interest relating to a Client and its investment activities. The Adviser generally attempts to resolve conflicts in a fair and equitable manner, but conflicts will not necessarily be resolved in favor of a Client's interests.

***Additional Potential Conflicts of Interest.*** The officers, directors, members, managers and personnel of the Adviser can be expected to trade in securities and make personal investments for their own accounts, including, without limitation, alternative investment funds, real estate funds, hedge funds or other investment vehicles that may be potential competitors of the Clients, subject to restrictions and reporting requirements as may be required by law and Blackstone policies or as

otherwise determined from time to time by the CTIMCO Managers and/or Adviser, as applicable. Such personal securities transactions and investments will, in certain circumstances, result in conflicts of interest, including to the extent they relate to (i) a company in which a Client holds or acquires an interest (either directly through a privately negotiated investment or indirectly through the purchase of securities or other traded instruments related thereto) and (ii) entities that have interests which are adverse to those of a Client or pursue similar investment opportunities as a Client. In addition, as a consequence of Blackstone’s status as a public company, the officers, directors, members, managers and personnel of the Adviser can be expected to take into account certain considerations and other factors in connection with the management of the business and affairs of a Client and its Portfolio Entities that would not necessarily be taken into account if Blackstone were not a public company. The directors of Blackstone have fiduciary duties to shareholders of the public company that may conflict with their duties to a Client. Finally, although Blackstone believes its positive reputation in the marketplace provides benefit to a Client and Other Blackstone Vehicles, the Adviser could decline to undertake investment activity or transact with a counterparty on behalf of a Client for reputational reasons, and this decision could result in a Client foregoing a profit or suffering a loss. See also “—**Outside Activities of Principals and Other Personnel and their Related Parties**” above.

### **Other Financial Industry Affiliations**

The Adviser is an Affiliate of the following entities:

<b>Bank Entity</b>	
Luminor Bank AS*	A Baltic bank purchased by Blackstone Capital Partners
<b>Broker-Dealer Entities</b>	
Alight Financial Solutions, LLC*	Provides self-directed brokerage windows to participants of plan sponsored 401(k) retirement plans
Assetpoint Financial, LLC*	Operates a service that facilitates the entry by banks and other financial institutions into repurchase agreement transactions for themselves or as agent for their customers

Blackstone Securities Partners L.P.	Provides a variety of limited investment banking services
Everlake Distributors, L.L.C.*	Provides underwriting and distribution of variable life insurance or annuities to other broker-dealers and registered investment advisers
FEF Distributors LLC*	Serves as distributor and principal underwriter to the First Eagle mutual funds and private investment funds
Incenter Securities Group LLC**	Provides a variety of limited investment banking services
<b>Investment Advisor Entities</b>	
Alight Financial Advisors, LLC (D/B/A Aon Hewitt Financial Advisors, LLC)*	Provides advisory services to participants of plan sponsored 401(k) retirement plans
Blackstone Alternative Asset Management L.P.	Manages a series of private and closed-end funds engaged in multi-manager investment programs ( <i>i.e.</i> , fund of hedge funds)
Blackstone Alternative Investment Advisors L.L.C.	Provides investment advisory services to open end mutual funds and UCITS
Blackstone Alternative Solutions L.L.C.	Provides investment advisory services to private investment funds which participate in a broad range of direct investment opportunities
Blackstone Communications Advisors I L.L.C. (Relying Adviser)	Provides investment advisory services to a private investment fund specializing in communications-related private equity investments
Blackstone Core Equity Advisors L.L.C. (Relying Adviser)	Provides investment advisory services to various private equity funds
Blackstone Credit Systematic Strategies LLC	Provides investment advisory services to debt-focused separately managed accounts, private investment funds, closed-end funds and UCITS funds
Blackstone Growth Advisors L.L.C.	Provides investment advisory services to private growth investment funds

Blackstone Infrastructure Advisors L.L.C.	Provides investment advisory services to one or more infrastructure-focused investment funds
Blackstone Asset Based Finance Advisors LP	Provides investment advisory services to a number of debt-focused separately managed accounts
Blackstone ISG-I Advisors L.L.C.	Provides investment advisory services to one or more private investment funds and managed accounts focusing on fixed income investments and investments across Blackstone's private equity, real asset, credit, hedge fund and opportunistic asset management strategies
Blackstone ISG-II Advisors L.L.C.	Provides investment advisory services to various private investment funds focusing on investments across Blackstone's private equity, real asset, credit, hedge fund and opportunistic asset management strategies
Blackstone Life Sciences Advisors L.L.C.	Provides investment advisory services to various private investment funds specializing in the life sciences industry
Blackstone Management Partners L.L.C.	Provides investment advisory services to various private equity funds
Blackstone Management Partners IV L.L.C. (Relying Adviser)	Provides investment advisory services to various private equity funds
Blackstone Multi-Asset Advisors L.L.C.	Provides investment advisory services to various private investment funds focusing on investments across Blackstone's private equity, real asset, credit, hedge fund and opportunistic alternative asset management strategies
Blackstone Private Investments Advisors L.L.C.	Provides investment advisory services to multi-strategy private equity funds
Blackstone Property Advisors L.P.	Provides investment advisory services to various private real estate investment funds
Blackstone Real Estate Advisors Europe L.P.	Provides investment advisory services to various private real estate investment funds
Blackstone Real Estate Advisors IV L.L.C.	Provides investment advisory services to various private real estate investment funds

Blackstone Real Estate Advisors V L.P.	Provides investment advisory services to various private real estate investment funds
Blackstone Real Estate Advisors L.P.	Provides investment advisory services to various private real estate investment funds
Blackstone Real Estate Special Situations Advisors L.L.C.	Provides investment advisory services to private investment funds and accounts which invest primarily in public and private real estate and real estate-related debt and other interests of real estate assets and real estate-related holdings
Blackstone Strategic Alliance Advisors L.L.C.	Manages a series of private funds engaged in a hedge fund “seeding” program
Blackstone Strategic Capital Advisors L.L.C.	Manages private funds engaged in acquisitions of minority interests in alternative asset managers
Blackstone Tactical Opportunities Advisors L.L.C.	Provides investment advisory services to multi-discipline, multi-asset class private funds and separately managed accounts
Blackstone CLO Management LLC (Management Series) (Relying Adviser)	Provides investment advisory services to U.S. CLOs
Blackstone Ireland Limited (Relying Adviser)	Provides investment advisory services to debt-focused private investment funds, separately managed accounts and acts as an investment fund manager
Blackstone Ireland Fund Management Limited (Relying Adviser)	Provides investment advisory services (management/distribution) to debt-focused private investment funds and alternative investment funds
BSCA Advisors L.L.C.	Provides investment advisory services to certain co-investment vehicles relating to funds managed by Blackstone Strategic Capital Advisors L.L.C.
BX REIT Advisors L.L.C.	Provides investment advisory services to a public, non-traded REIT and its operating subsidiary
BXMT Advisors L.L.C.	Provides investment advisory services to a publicly traded REIT and its related entities

Clarus Ventures, LLC	Provides investment advisory services to various private investment funds specializing in the life sciences industry
First Eagle Alternative Credit EU, LLC*	Provides investment advisory services to various private investment funds specializing in the European direct lending industry
First Eagle Alternative Credit EU MOA Ltd.*	Sponsor of limited partnerships for First Eagle’s European Alternative Credit business
First Eagle Alternative Credit Funding, LLC*	Sponsor of limited partnerships for First Eagle’s Alternative Credit business
First Eagle Alternative Credit, LLC*	Provides investment advisory services for both direct lending and broadly syndicated investments, through public and private vehicles, collateralized loan obligations, separately managed accounts and co-mingled funds
First Eagle Separate Account Management, LLC*	Provides investment advisory services to a business development company
First Eagle Investment Management, LLC*	Provides investment advisory services to mutual funds, private investment funds, institutional accounts and high net worth individuals
Blackstone Credit BDC Advisors LLC	Provides investment advisory services to a debt-focused investment company electing to do business as a business development company
Blackstone Liquid Credit Advisors I LLC	Provides investment advisory services to a number of debt-focused private investment funds and separately managed accounts
Blackstone Liquid Credit Advisors II LLC (Relying Adviser)	Provides investment advisory services to a number of debt-focused separately managed accounts
Blackstone Alternative Credit Advisors LP	Provides investment advisory services to a number of debt-focused private investment funds and closed-end funds

Blackstone Liquid Credit Strategies LLC	Provides investment advisory services to a number of debt-focused private investment funds, closed-end funds and separately managed accounts
Harvest Fund Advisors LLC	Provides investment advisory services to various categories of institutions and high net worth individuals via private pooled investment vehicles and separate accounts investing principally in publicly-traded energy infrastructure Master Limited Partnerships and the North American energy market
Finance of America Capital Management LLC **	Provides investment advisory services to mortgage related asset private funds and managed accounts
Strategic Partners Fund Solutions Advisors L.P.	Provides investment advisory services to a number of pooled investment and custom vehicles operating as private investment funds
First Eagle Alternative Capital BDC, Inc.*	Provides investment advisory services to certain private funds and separate accounts that have invested alongside First Eagle Alternative Capital BDC, Inc.
First Eagle Direct Lending Manager III, LLC* (Relying Adviser)	Serves as the manager of a private direct lending fund
NIBC Bank N.V.***	Advisory/banking affiliate of NIBC, a PE and BTO portfolio company
NIBC Credit Management, Inc.***	Advisory affiliate of NIBC, a PE and BTO portfolio company
Blackstone Advisors India Private Limited	India investment advisory firm, which serves as a sub-advisor to affiliates of the registrant
Blackstone Assessoria em Investimento Ltda.	Brazilian investment advisory firm, which serves as a sub-advisor to the registrant
Blackstone Capital Israel Ltd.	Israel investment advisory firm, which serves as a sub-advisor to affiliates of the registrant
Blackstone Europe Fund Management S.a.r.l.	Provides services to various alternative investment funds with branch offices in other locations

Blackstone Real Estate Australia Pty Limited	Australian investment advisory firm, which serves as a sub-advisor to affiliates of the registrant and also provides investment management services to trustees and in respect of trusts indirectly controlled by the registrant
Blackstone (Shanghai) Equity Investment Management Co. Ltd.	Chinese investment advisory firm, which serves as a sub-advisor to affiliates of the registrant
Blackstone (Shanghai) Equity Investments Management Co. Ltd. – Beijing Branch Office	Chinese investment advisory firm, which serves as a sub-advisor to affiliates of the registrant
Blackstone Singapore Pte Ltd	Singapore investment advisory firm, which serves as a sub-advisor to affiliates of the registrant and also provides investment advisory services to funds controlled by the registrant
Blackstone (China) Equity Investment Management Company Limited	Chinese investment advisory firm
Blackstone Treasury Asia Pte Ltd	Singapore firm which administers cash management and treasury-related activities for the registrant, and centrally managing and investing the registrant's operating cash
BX Mexico Advisors S.A. de C.V.	Mexican advisory entity which provides services to certain publicly registered trusts
The Blackstone Group (Australia) Pty Limited	Australian investment advisory firm, which serves as a sub-advisor to affiliates of the registrant
The Blackstone Group (HK) Limited	Hong Kong investment advisory firm holding licenses of dealing in securities and advising on securities, which serves as a sub-advisor to affiliates of the registrant
Blackstone Advisors Korea Limited	Korean investment advisory firm, which serves as a sub-advisor to affiliates of the registrant
The Blackstone Group International Partners LLP	U.K. investment advisory firm, which serves as a sub-advisor to affiliates of the registrant, and acts as an investment fund manager with branch offices in other locations
The Blackstone Group Germany GmbH	German investment advisory firm, which serves as a sub-advisor to affiliates of the registrant and acts as an investment fund manager



The Blackstone Group Japan K.K.	Japanese investment advisory firm, which serves as a sub-advisor to affiliates of the registrant and also has a broker-dealer license for fund marketing
The Blackstone Group Spain SLU	Spain investment advisory firm, which serves as a sub-advisor to the registrant
Blackstone Administrative Services Canada ULC	Canadian exempt investment adviser, which serves as a sub-advisor to the registrant and/or its affiliates
<b>Registered Commodity Trading Advisor and/or Registered Commodity Pool Operator Entities</b>	
Blackstone Alternative Asset Management L.P. (CTA/CPO)	Manages a series of private and closed-end funds engaged in multi-manager investment programs ( <i>i.e.</i> , fund of hedge funds)
Blackstone Alternative Investment Advisors LLC (CTA/CPO)	Provides investment advisory services to open end mutual funds and UCITS
Blackstone Alternative Solutions L.L.C. (CTA/CPO)	Provides investment advisory services to private investment funds which participate in a broad range of direct investment opportunities
Blackstone Strategic Alliance Advisors L.L.C. (CTA/CPO)	Manages a series of private funds engaged in a hedge fund “seeding” program
<b>Insurance Entities</b>	
Agents National Title Holding Company**	A wholly owned subsidiary of Incenter and is a title insurance broker serving consumers and lenders through a network of independent title agents
Boston National Holdings LLC**	A wholly owned subsidiary of Incenter and is a title insurance agency
ELIC Reinsurance Company*	A captive insurance company and wholly-owned subsidiary of Everlake Life Insurance Company
Everlake Assurance Company*	A life insurance company domiciled in the State of Illinois

Everlake Life Insurance Company*	A life insurance company domiciled in the State of Illinois specializing in life insurance and annuities
Everlake Reinsurance Limited*	An exempted reinsurance company organized under the laws of the Cayman Islands
Gryphon Mutual Insurance Company****	A captive property insurance company
Ki Financial Limited**	A digitally-driven Lloyd's of London syndicate insurance company
Lexington National Land Services	A wholly owned title and escrow agent
Partners Life Limited**	Life and medical insurance company in New Zealand
Prima Assicurazioni S.p.A.**	An Italian tech-enabled insurance company
Westland Insurance Group Ltd. *****	A property and casualty insurance broker

\*Portfolio entity of affiliated private equity fund

\*\*Portfolio entity of affiliated Blackstone Tactical Opportunities funds

\*\*\*Portfolio entity owned by its participants, including Blackstone Real Estate Funds, and managed by an affiliate of Blackstone

\*\*\*\*Portfolio entity owned by its participants, including Clients and Other Real Estate Vehicles, and managed by an affiliate of Blackstone

\*\*\*\*\*Portfolio company of Blackstone Credit funds

Note: The Adviser manages a number of private Clients which are listed in ADV Part 1, Schedule D, Section 7.B (1).

Various management personnel are registered with the Blackstone broker-dealer, BSP, which serves as placement agent to Clients but is not compensated for such services. Blackstone does not believe these registrations, in and of themselves, create conflicts for its Investors.

In addition, the Blackstone Real Estate Group has formed a special entity to serve as a counterparty to contracts with third parties, including but not limited to service providers to the Other Real Estate Vehicles.

A related person acts as manager or managing member of the Clients. As indicated in Item 4, the Adviser controls the CTIMCO Managers who are relying on the Adviser's registration under the Advisers Act and are not registering themselves.

As part of their regular business, the Adviser and its Affiliates provide other financial and business advisory services. In addition, the Adviser and its Affiliates may provide investment advisory services in the future beyond those currently provided.

In connection with its advisory businesses, the Adviser may come into possession of information that limits its ability to engage in potential transactions. The Clients' and/or CDOs' activities may be constrained as a result of the Adviser's ability to use such information.

The Adviser does not select other advisers to provide services to its Clients or CDOs.

Finally, other present and future activities of Blackstone will from time to time give rise to additional conflicts of interest. In the event that any such conflict of interest arises, Blackstone will attempt to resolve such conflicts in a fair and equitable manner. Investors should be aware that conflicts will not necessarily be resolved in favor of a Client's interests.

**A more detailed description of applicable conflicts of interest is set forth in the Offering Documents of each Client, which Investors are encouraged to consult.**

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## Item 11 – Code of Ethics, Participation or Interests in Client Transactions and Personal Trading

The Adviser is governed by the Code of Ethics. The Code of Ethics governs a number of potential conflicts of interest which exist when providing advisory services to the Investors in the Clients it manages. The Code of Ethics is reasonably designed to ensure that the Adviser meets its fiduciary obligation to the Adviser's Clients (or prospective clients) and to instill a culture of compliance within the Adviser. An additional benefit of the Code of Ethics is to detect and prevent violations of securities laws.

The Code of Ethics is distributed to each employee at the time of hire and annually thereafter, and it is available on Blackstone's intranet website. The Adviser also supplements the Code of Ethics with ongoing monitoring of employee activity.

The Code of Ethics includes, among other items, the following:

- Requirements related to confidentiality;
- Limitations on, and reporting of, gifts and entertainment;
- Pre-clearance of political contributions;
- Pre-clearance and reporting of employee personal securities transactions;
- Pre-clearance of outside business activities; and
- Protection of persons who engage in "whistle blowing" activities from retaliation.

On an annual basis, Blackstone requires all employees to certify that they are in compliance with the Code of Ethics.

Blackstone offers many different products and services across its many businesses and there are several potential conflicts of interest which will from time to time arise. Please see **Item 10 – Other Financial Industry Activities and Affiliations** for a list of investment related potential conflicts, including, in particular, "*Other Blackstone Vehicles; Allocation of Investment Opportunities*" describing conflicts related to allocation of investment opportunities among Clients sponsored by Blackstone and co-investors. The Adviser has adopted policies and procedures reasonably designed to address such potential conflicts of interest.

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The Adviser and its related personnel are subject to guidelines governing the ability to trade in personal accounts. The guidelines generally require that such trading be conducted for investment rather than speculative purposes (including by having minimum holding periods) and that all such personal securities transactions receive pre-clearance from the Blackstone Legal and Compliance Department. As a policy matter, Blackstone personnel are generally prohibited from purchasing single-name public securities in their self-directed personal securities brokerage accounts. These guidelines are reasonably designed to comply with SEC requirements that registered investment advisers have a Code of Ethics, and are intended to assist Blackstone with identifying and mitigating actual or potential conflicts of interest with a Client or Other Blackstone Vehicles that may arise as a result of such transactions. In addition, Blackstone has implemented certain policies and procedures (*e.g.*, information walls) to restrict access to material non-public information. The Blackstone Legal and Compliance Department is responsible for overseeing compliance with the requirements of the Code of Ethics, which requirements include, but are not limited to, reporting of personal investment activities, accounts, pre-clearance of personal securities transactions, reporting of certain investment transactions and periodic compliance certifications. The Code of Ethics is available for review upon request.

You may request a copy of Blackstone's Code of Ethics by contacting the Adviser's Chief Compliance Officer, Scott Mathias, at (212) 583-5000.

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## Item 12 – Brokerage Practices

In the event the Adviser executes a brokerage transaction for the Clients, the Adviser will generally consider qualitative factors including, but not limited to, the broker's reliability and execution capabilities for the transaction, the commissions charged by the broker, and the broker's reputation and responsiveness to requests for trade data and other financial information.

Portfolio transactions are allocated to brokers in consideration of such factors as price, the ability of the brokers to effect the transactions and any research or investment management-related services provided by such brokers that the Adviser believes to be of benefit to the Clients.

Securities transactions can be expected to generate brokerage commissions and other compensation, all of which the Clients, not the Adviser or any of its Affiliates, will be obligated to pay. The Adviser has complete discretion in deciding what brokers and dealers the Clients will use and in negotiating the rates of compensation the Clients will pay. In addition to using brokers as "agents" and paying commissions, the Clients will, in certain circumstances, buy or sell securities directly from or to dealers acting as principals at prices that include markups or markdowns.

The Real Estate Group has established a Brokerage Review and Best Execution Committee that meets on a quarterly basis to review a schedule of the executing brokers and dealers utilized by the Adviser during the preceding quarter and the commissions paid to, and services received from, such brokers and dealers, to evaluate reasonableness in light of services received and consistency with the Adviser's policies and procedures.

### Research and Other Soft Dollar Benefits

Research (proprietary or otherwise) or investment-related services provided by brokers through which portfolio transactions for the Clients are executed, settled and cleared can be expected to include research reports on particular industries and companies, economic surveys and analyses, recommendations as to specific securities, on-line quotations, news and research services. The Adviser will, in certain circumstances, use "soft dollars" generated by the Clients to pay for certain research and non-research related services and products used by the Adviser within the safe harbor afforded by Section 28(e) of the U.S. Securities Exchange Act of 1934, as amended. However, the Adviser does not currently have any "soft dollar" arrangements.

The Adviser does not select nor recommend broker-dealers based on Investor referrals nor does the Adviser participate in directed brokerage practices.

### **Brokerage for Client Referrals**

The Adviser does not enter into agreements with, or make commitments to, any broker-dealer that would bind the Adviser to compensate that broker-dealer, directly or indirectly, for client referrals (or sale of fund interests) through the placement of brokerage transactions.

### **Aggregation of Orders/Allocation of Trades**

The Adviser performs investment management services for various Clients or CDOs. There will be occasions on which portfolio transactions may be executed as part of concurrent authorizations to purchase or sell the same security for numerous Client or CDO accounts, some of which may have similar investment objectives. Although such concurrent authorizations potentially could be either advantageous or disadvantageous to any one or more particular accounts, they will be effected only when the Adviser believes that to do so will be in the best interest of the affected accounts. When such concurrent authorizations occur, the objective will be to allocate the executions in a manner that is deemed equitable to the accounts involved.

Since participation in specific investment opportunities may be appropriate, at times, for more than one Client or CDO, the Adviser has established policies and procedures for allocating investment opportunities among Clients or CDOs, subject to any requirements of the documents governing its relationship with the Clients or CDOs. The policies and procedures have been adopted to ensure that investment opportunities are allocated across multiple Clients or CDOs on a fair and equitable basis over time.

The Adviser will allocate such opportunities among Clients or CDOs on a basis that the Adviser determines in good faith to be appropriate, taking into consideration factors including, but not limited to, the Client's or CDO's investment strategy, the sourcing of the transaction, the relative amounts of capital available for investment (taking into account applicable reserves), the size of the transaction, the amount of potential follow-on investing that may be required for such investment and other portfolio investments and investment restrictions and guidelines.

Certain Clients or CDOs may invest in different parts of the capital structure of the same company or portfolio of companies. For example, one Client or CDO may invest in senior debt securities in which another Client or CDO has a mezzanine or other subordinate interest. The interests of the

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Clients or CDOs may not always be aligned, which may give rise to actual or potential conflicts of interest, or the appearance of such conflicts of interest. Actions taken for a Client or CDO may adversely impact another Client, which the Adviser aims to address through its conflict policies and the conflict resolution provisions of the documents governing its relationship with its Clients or CDOs.

Trade errors are evaluated on a case-by-case basis. If the Adviser determines that the Adviser's gross negligence, willful misconduct or fraud was the direct cause of a trade error, the Adviser generally will compensate a Client for any losses resulting from such trade error. Broker-dealers may not be compensated via commissions or Client transactions for absorbing a trading error for which the Adviser is required to compensate a Client under its policy. Where a third party's negligence or wrongdoing causes a trading error that results in a material loss to a Client, the Adviser will attempt to recover the amount of the loss from the third party for the Client, but the Adviser does not assume responsibility for compensating the Client, or making the third party compensate the Client, in such cases.



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## Item 13 – Review of Accounts

### *Review of Accounts*

All accounts are regularly reviewed by the Adviser's senior investment professionals. Senior investment professionals, with the assistance of other investment professionals, regularly review and discuss portfolio status, performance, and related matters.

Clients receive quarterly and annual (or if requested, more frequent) statements indicating their capital balances and the accounts balance sheet and income statement. These materials are provided with a report highlighting the developments for the period. Other Clients or CDOs receive monthly or quarterly statements regarding their portfolios and activities during the period.

### *Reports to Clients*

Investors in the Clients generally will receive written periodic reports which will include capital balance and applicable Client performance statistics. Investors in the Clients will also receive written annual audited financial statements for the Client in which they are invested. The Adviser makes use of a website, BXAccess, available at [www.bxaccess.com](http://www.bxaccess.com), for the distribution of reports and other information to Investors in the Clients.

The Adviser generally will provide information that certain Investors in the Clients may request, including additional information relating to the Clients and/or Portfolio Entities, to the extent such information is readily available or may be obtained without unreasonable effort or expense. Investors that request and receive such information will consequently possess information regarding the business and affairs of the Clients that may not be known to other Investors. As a result, certain Investors can be expected to be able to take actions on the basis of such information which, in the absence of such information, other Investors do not take. Furthermore, at certain times the Adviser may be restricted from disclosing to Investors material non-public information regarding any assets in which a Client invests, particularly those investments in which an Other Blackstone Vehicle or Portfolio Entity that is publicly registered co-invests with a Client.

(See also “—**Affiliated Investors**” herein.)

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## **Item 14 – Client Referrals and Other Compensation**

### **Compensation by Non-Clients**

The Adviser and/or its Affiliates may be entitled to receive special servicing fees from the servicing of commercial mortgage loans underlying certain of the Adviser's clients' Investments. The Adviser may obtain such special servicing assignments by exercising special servicing designation decision rights possessed by such clients. These fees are in addition to other fees paid by such clients and the Adviser may in certain circumstances reduce client fees in connection with the receipt of such additional fees.

From time to time, the Adviser may receive transaction fees, including origination, acquisition, disposition, brokerage, investment banking, financing, break-up or similar fees from third party borrowers or property owners which are directly related to the activities of its Clients or CDOs. Depending upon the terms of the Organizational Documents, these fees may be for its account or its Client's account.

### **Compensation for Client Referrals**

Unrelated third-parties may be compensated for assistance in arranging capital commitments from both domestic and foreign sources in its clients. Any such arrangements are conducted pursuant to written agreements. The compensation to be paid to such unrelated parties is negotiated on an individual case basis.

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## Item 15 – Custody

### **Private Funds (Other than CDOs)**

Generally, neither the Adviser, nor its Affiliates maintain physical possession of the funds or securities of any Fund. Physical custody of the assets of a Fund will generally be maintained with a Qualified Custodian selected by the Adviser in its exclusive discretion, which selection may change from time to time generally without the consent of Investors in the Fund.

In order to comply with the Custody Rule, the Fund undergoes an annual audit performed by an independent accounting firm registered with, and subject to inspection by, the Public Company Accounting Oversight Board (PCAOB).

The Custody Rule defines custody as holding client securities or funds or having any authority to obtain possession of them. The Clients generally have an Affiliate of the Adviser acting as General Partner and, as such, the Adviser is deemed to have custody of the Clients' funds. The Adviser generally complies with the Custody Rule by, among other things, providing all Investors in a Client with audited financial statements.

### **Separate Account**

The Adviser does not have custody of the assets of the Separate Account.

### **CDOs**

The Adviser does not have custody of the assets collateralizing the CDOs. These assets are held by the trustee for each respective CDO, which trustees are Qualified Custodians.

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## Item 16 – Investment Discretion

Subject to any investment restrictions set forth in the documents governing the Adviser's relationship with its clients and except for the Separate Account with respect to the disposition of Investments as described below, the Adviser has discretionary authority to make the following determinations without obtaining the consent of any client before the transactions are effected:

- the Investments that are to be bought or sold;
- the total amount of Investments to be bought or sold;
- the brokers, investment banks or placement agents, if any, through which Investments are to be bought or sold; and
- the acquisition price and associated fees at which Investment transactions for a Client are effected.

The Adviser's discretionary authority is derived from its authority conveyed by the documents governing its relationship with the Clients.

With respect to the Separate Account, the Investor therein has the authority and power to direct the Adviser to sell or liquidate any Investment whereupon the Adviser shall dispose of such investment in accordance with such Investor's direction.

The Adviser also exercises other discretionary authority in connection with ongoing asset management, including loan modifications, of client investments, subject to the documents governing its relationship with its clients.

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## Item 17 – Voting Client Securities (*i.e.*, Proxy Voting)

### Proxy Policy

The Proxy Rule requires registered investment advisers that exercise voting authority over client securities to implement proxy voting policies. Because the Adviser will generally be deemed to have authority to vote Proxies relating to the companies in which its clients invest, the Adviser has adopted the Proxy Voting Policy in compliance with the Proxy Rule. To the extent that the Adviser exercises or is deemed to be exercising voting authority over its clients' securities, the Proxy Voting Policy is reasonably designed and implemented in a manner reasonably expected to ensure that voting with respect to Proxies is exercised in a manner that serves the best interest of its clients, as determined by the Adviser in its sole discretion. Notwithstanding the foregoing, because proxy proposals and individual company facts and circumstances may vary, the Adviser may not always vote Proxies in accordance with the Proxy Voting Policy. In addition, many possible proxy matters are not covered in the Proxy Voting Policy. Generally, the Adviser will vote Proxies (i) in favor of management's recommendation for the election of the board of directors and (ii) to approve the financial statements as presented by management.

From time to time, conflicts can be expected to arise between the interests of the Investor, on the one hand, and the interests of the Adviser or its Affiliates, on the other hand. If a material conflict is identified by the Chief Compliance Officer, Head of Asset Management and/or one or both of the Global Co-Heads, the Blackstone Real Estate Group will determine whether voting in accordance with the Adviser's proxy voting guidelines is in the best interests of its Clients. The Adviser, in its sole discretion, may elect not to vote a proxy if unduly burdensome.

Investors may request a copy of the Proxy Voting Policy and the voting records relating to Proxies as provided by the Proxy Rule by contacting the Adviser's Chief Compliance Officer, Scott Mathias, at (212) 583-5000.

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## Item 18 – Financial Information

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

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## **Item 19 – Requirements for State Registered Advisers**

This item is not applicable as the Adviser is not registered in any state.