

TPG Angelo Gordon

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Part 2A of Form ADV: Firm Brochure

March 28, 2024

This brochure provides information about the qualifications and business practices of Angelo, Gordon & Co., L.P., doing business as TPG Angelo Gordon. If you have any questions about the contents of this brochure, please contact us at (212) 692-2000. 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 TPG Angelo Gordon is also available on the SEC’s website at www.adviserinfo.sec.gov.

An investment adviser’s registration with the SEC does not imply a certain level of skill or training.

Item 2—Material Changes

This brochure, dated March 28, 2024, updates our brochure dated December 1, 2023 to reflect routine annual updates, as well as certain other updates, including, but not limited to the following:

- **Item 5** has been updated to reflect updated disclosure regarding Client expenses and fees for services provided to portfolio investments, and new disclosure related to in-house services, foreign office services, Y Analytics, overhead and travel expense reimbursements;
- **Item 8** has been updated to reflect updated risk factors related to the Clients' investment strategies;
- **Item 11** has been updated to reflect new or updated disclosure regarding potential and/or actual conflicts of interest faced by us related to allocating investment opportunities, allocating co-investment opportunities and co-investment warehousing, providing Specialized Operational Services (as defined herein), TPG professionals serving on portfolio company boards and creditors' committees, possessing material non-public information, information barriers, engaging in Fund-level borrowing, Clients and Related Funds (as defined herein) investing in different levels of the capital structure of the same portfolio investment, engaging operations and business building professionals and senior advisors, a Client investing alongside other Clients and/or Related Funds and engaging in strategic transactions; and
- **Item 12** has been updated to reflect new or updated disclosure regarding potential and/or actual conflicts of interest faced by us related to continuation transactions.

Item 3—Table of Contents

Item 1— Cover Page	i
Item 2— Material Changes	ii
Item 3— Table of Contents	iii
Item 4— Advisory Business.....	1
Item 5— Fees and Compensation	2
Item 6— Performance-Based Fees and Side-by-Side Management	19
Item 7— Types of Clients	19
Item 8— Methods of Analysis, Investment Strategies and Risk of Loss.....	19
Item 9— Disciplinary Information.....	44
Item 10— Other Financial Industry Activities and Affiliations.....	44
Item 11— Code of Ethics, Participation or Interest in Client Transactions and Personal Trading	46
Item 12— Brokerage Practices.....	118
Item 13— Review of Accounts	123
Item 14— Client Referrals and Other Compensation	123
Item 15— Custody	124
Item 16— Investment Discretion	124
Item 17— Voting Client Securities	124
Item 18— Financial Information.....	125

Item 4—Advisory Business

For purposes of this brochure, “we,” “us” and “our” refer to TPG Angelo Gordon, together (where the context permits) with our related persons that are relying advisers and provide investment advisory services to the Clients (as defined below) and our related persons that serve as general partners of the Clients.

Advisory Clients. We offer investors the opportunity to participate in our investment strategies primarily through investment in limited partnerships and other collective or pooled investment vehicles, separately managed accounts (“SMAs”) on a fully discretionary basis, funds of one (collectively, “Client Funds”), collateralized loan obligation vehicles (“CLOs”), and a publicly traded REIT (together, with Client Funds, the “Clients”). Some Client Funds are sponsored and administered by us, while others are administered by third parties. Our SMAs are generally institutional clients and our Client Funds are generally exempt from the definition of investment company under Section 3(c)(7) of the Investment Company Act of 1940. Requirements for opening or maintaining accounts with us differ based on the applicable strategy and other factors in our discretion. Accordingly, we reserve the right to adjust account size minimum with respect to any Client as deemed appropriate in light of the overall facts and circumstances.

Organization. TPG Angelo Gordon was formed as a Delaware limited partnership in 1988, and, as of November 1, 2023, was acquired by a private investment firm originally founded in 1992, which we refer to, together with its related persons, including us, as “TPG.” In addition, TPG Angelo Gordon is an indirect subsidiary of TPG Inc. (the “Public Company”), whose Class A common stock is listed on Nasdaq under the symbol “TPG.”

The Public Company qualifies as a “controlled company” within the meaning of Nasdaq’s corporate governance standards. Each share of the Public Company’s Class A common stock generally entitles its holder to one vote and each share of Class B common stock entitles its holder to ten votes. TPG Group Holdings (SBS), L.P., Alabama Investments (Parallel), LP, Alabama Investments (Parallel) Founder A, LP and Alabama Investments (Parallel) Founder GP, LP collectively hold a majority of the Public Company’s outstanding voting power by virtue of their ownership of Class B common stock, which voting power is exercised by the Control Group as the members of TPG GP A, LLC, the ultimate general partner of these vehicles. The “Control Group” currently consists of David Bonderman, James Coulter and Jon Winkelried. Additional information about the Public Company is available in its current public filings with the SEC. Unless specifically stated otherwise, references in this brochure to “we,” “us” and “our” do not include the Public Company. The term “investors” as used herein does not reference stockholders of the Public Company.

Nature of Advisory Services. As an investment adviser, we identify investment opportunities and participate in the acquisition, management, monitoring and disposition of investments in the credit and real estate space. We specialize in global alternative (non-traditional) investments with an absolute return orientation.

We manage capital across our Credit and Real Estate strategies. Specifically, our Credit Strategy includes: (i) Distressed & Corporate Special Situations; (ii) Performing Credit; (iii) Structured Credit; (iv) Middle Market Direct Lending; and (v) Multi-Strategy Platform. Our Real Estate

Strategy includes: (i) Global Private Equity Real Estate; (ii) Commercial Real Estate Debt; and (iii) Net Lease Real Estate.

Advisory Services and Related Agreements. We generally provide investment advisory services to each Client pursuant to a separate investment advisory agreement, each of which we refer to as an “Advisory Services Agreement.” Each Client’s Advisory Services Agreement sets forth the terms of the investment advisory services we provide to the Client, including any specific investment guidelines or restrictions. Investment guidelines for each Client, if any, are generally established in its organizational or offering documents, including the Advisory Services Agreement, and/or side letter agreements negotiated with its investors. With respect to Clients that are pooled investment vehicles, we provide investment advice directly to the Clients, and not individually to the investors in the Clients.

We generally permit SMA clients to place restrictions on their accounts with respect to: (1) the specific type of investments or asset classes that we will or will not purchase; (2) the nature of the issuers of investments that we will or will not purchase (e.g., specific industries or sectors); (3) the risk profile of instruments we will or will not purchase; or (4) the risk profile of the SMA as a whole. Otherwise, as in the case where we serve as the investment adviser to a Client Fund, investment objectives, guidelines, and any investment restrictions are described in the relevant offering documents and generally are not tailored to the needs of specific investors in the vehicle, unless the vehicle is structured as a single investor “fund-of-one.” As described more fully in Item 11 below, we and our Related Advisers (as defined below) routinely enter into side letter agreements with certain investors in the Clients providing such investors with customized terms.

Amount of Client Assets. As of December 31, 2023, we managed on a discretionary basis a total of approximately \$83,690,397,248 of client assets.

Item 5—Fees and Compensation

Fees Generally. We establish and negotiate with the applicable Client the precise amount of, and the manner and calculation of, fees and compensation. Such Client Advisory Services Agreements, organizational documents, offering documents and/or other documentation, which we refer to collectively as, together with any applicable side letters, the “Governing Documents,” set forth the precise amount of, and the manner and calculation of, the fees and compensation.

Compensation we earn from Clients generally is comprised of negotiated fees calculated on (i) a percentage of (a) net asset value or (b) invested net assets, (ii) capital commitments to the Client or (iii) capital contributions to the Client net of distributions and total permanent impairments in value of investments held by the Client (“Management Fee”) and performance-based amounts (“Performance Compensation”). Management Fees are generally charged at annual rates and payable monthly or quarterly after the close of the calendar month or quarter during which we performed the services to which the fees relate. However, payment of Management Fees quarterly in advance is required of certain Clients. If Management Fees are paid in advance, in the event the account is terminated, the Management Fees generally will be prorated to the date of termination and any unearned fees will be refunded. For Management Fees payable in advance, the amount of such fees is generally adjusted to take into account intra-quarter changes in the base on which such fees are calculated. Management Fees and Performance Compensation for Client Funds are

determined by the general partner or board of directors or the investment manager, as applicable, and as set forth in the Client Funds' Governing Documents or relevant agreements. Management Fees and Performance Compensation, as applicable, are deducted from the accounts of Clients unless, with respect to managed accounts, other arrangements have been agreed upon between us and the investors in those managed accounts.

Performance Compensation can be (i) a percentage on a mark-to-market basis over an annual or other period, in some cases over a priority return or hurdle amount or (ii) on a distribution basis, subject to a priority return or hurdle, and generally subject to a catch-up.

Where part of the investment mandate, we invest cash balances of Clients in temporary short-term investments, including in some instances money market funds or similar investments which charge a separate management fee payable to the money market fund's adviser. The adviser's fees associated with such money market fund investments are in addition to the fees charged by us. Such money market advisers may be affiliated with our service providers or Clients.

Management Fees and Performance Compensation can vary from the description set forth herein. In any such case, the applicable Management Fees and Performance Compensation will be as disclosed in the Clients' Governing Documents. If a Client Fund is sponsored by others, fees will be negotiated with the sponsor. Likewise, the sponsor selects the service providers of such Client Funds and negotiates fees paid to such service providers.

Our and our affiliates' employees and former employees maintain (directly or indirectly) investments in Client Funds. Generally, Management Fees and Performance Compensation are waived in whole or in part for such employees and former employees. In addition, when our affiliate acts as the general partner of a Client Fund, Management Fees and Performance Compensation generally are not charged on the general partner's capital commitment.

Please see Item 6 for more information on Performance Compensation.

Service Fees. In certain instances, the general partners to some of our Clients have appointed service companies which are our subsidiaries, affiliates or related persons (the "Affiliated Service Providers"), to act as service providers to specific portfolios of assets owned by those Clients. See *Conflicts Related to Certain Service Provider Relationships* in Item 11 for a further description of such Affiliated Service Providers and related conflicts. Accordingly, we expect an Affiliated Service Provider to provide certain loan acquisition, due diligence, management of servicing transfer, management of collateral inventory and custodial relationships, asset management, loan servicing, oversight of third-party service providers, preparation of cash management reporting, loan syndication, loan origination, collateral agent, administrative agent and/or other similar services with respect to a Client, and our Affiliated Service Provider manages portfolios of residential mortgage loans and real estate owned properties (collectively, "Affiliate Services"). The Affiliated Service Providers charge fees ("Service Fees") for Affiliate Services to these Clients, which may vary from Client to Client in our discretion. There can be no assurance that the rates charged for such services would be the same or lower than those that would have been charged by a third-party service provider.

In such cases, we indirectly receive such Service Fees, via Affiliated Service Providers, in addition to Management Fees and Performance Compensation. Subject to a Client's Governing Documents, such Service Fees will be retained by the Affiliated Service Provider and do not offset Management Fees or Performance Compensation.

Fund Expenses. In addition to Management Fees and Performance Compensation, Clients generally are responsible for the costs and expenses set forth in the Clients' Governing Documents. Such costs and expenses often include, among others, all fees, costs and other expenses relating to the Clients' (and its alternative investment vehicles ("AIVs"), special purpose vehicles, feeders and subsidiaries, to the extent determined by us in good faith) activities, meetings, organization and operations, including, without limitation, the following:

- incurred in connection with identifying, discovering, pursuing, negotiating, structuring, evaluating, making, operating, holding, managing, monitoring, financing or re-financing and disposing of investments and potential investments (whether or not the investment is consummated), including, for example, all:
 - fees, costs and expenses necessary to register or qualify a Client under any applicable U.S. federal or state or non-U.S. laws, or to maintain such registrations or qualifications, or to obtain or maintain exemptions under such laws;
 - taxes or governmental charges, litigation expenses, custody fees, brokerage commissions and expenses, expenses related to short sales, clearing and settlement charges and other transaction costs, initial and variation margin, broken deal expenses (including, in connection with unconsummated co-investments, broken deal expenses that are not borne by co-investors), real estate expenses, appraisal costs and brokerage expenses, mortgage brokerage commissions, environmental engineering investigations, property condition investigations and reports, fees of pricing and valuation services, spreads and other fees, development fees, commissions, investment banking fees, bank charges, syndication and solicitation fees, arranger fees, sales commissions, transfer or recording fees, registration fees, financing charges, interest expenses, commitment fees, upfront fees, legal fees, hedging and other costs and expenses in connection with the credit facility (as well as any costs and expenses in connection with any other subscription facility) and any asset-based facilities (including by any special purpose vehicles), custody fees, interest expenses, financing charges, leasing and servicing fees, property management fees and expenses, fees of service providers, advertising and branding expenses, advisory fees, lawyers', advisors', finders', anti-money laundering officers', joint venture partners', accountants', agents', appraisers', consultants', experts', administrators', custodians', depositaries', economists', sourcing persons', brokers', Senior Advisors', distributors', alternative investment fund managers', intermediaries', valuation firms', tax professionals' and other professional fees and costs (including fees, expenses or performance-based compensation) and any other costs, expenses, charges or fees incurred or payable in connection with the operations of Clients and relating to investments or potential investments (whether or not completed) and the location, identification, structuring, re-structuring, background research, discovery, evaluation, negotiation,

acquisition, consummating, maintaining, developing, holding, operating, managing, monitoring, insuring, servicing, sale or proposed sale, disposal of, financing or refinancing of Client investments (and potential Client investments and co-investments, whether or not consummated) (including any loan servicer fees or performance-based fees or profit participations and any costs relating to the advance or administration of any loan being advanced by any lender), as well as fees, costs and expenses associated with the organization, operation, administration, restructuring or dissolution, winding-up, termination and liquidation of any subsidiaries, special purpose vehicles or alternative investment vehicles;

- expenses incurred in obtaining, developing, implementing or maintaining market data technology systems, research and other information and information service subscriptions utilized with respect to the conduct of a Client's investment and trading program and their activities including deal sourcing expenses, fees to third-party providers of research, portfolio risk management services (including fees and costs of third-party providers of research, portfolio risk management services (including the costs of acquiring, developing, implementing and maintaining risk management software, software customization and implementation costs or database packages));
- incurred in the collection of amounts due to a Client from any person;
- accounting and other costs of preparing and maintaining records and books of accounts in relation to the business of a Client, including accounting systems and investor information databases;
- the remuneration and expenses of a Client's independent accountants, auditors, valuation agents, and appraisers, and all other costs incurred in connection with the preparation of the financial statements, appraisals, pricing, valuations, tax returns, capital calls, distributions and other statements and reports and the administration of assets, financial planning and treasury activities;
- costs and expenses of, or incidental to, the preparation of amendments, restatements or other modifications to the Governing Documents, the investment advisory agreements, side letters or any other related document of a Client, including the solicitation of any consent, approval, waiver or similar acknowledgment from the investors and/or the advisory committee or preparation of other materials, including disclosure, in connection with compliance (or monitoring compliance) with such documents or any laws, rules or regulations;
- costs and expenses of, or incidental to, the preparation, dispatch or posting to a web-based portal to investors of all checks, reports, circulars, forms and notices, and any other documents which in our opinion are necessary or desirable in connection with the business and administration of a Client, including any reports prepared in connection with applicable law, rule or regulation, responses to reporting requests from investors and expenses relating to protecting the confidential or non-public nature of any information or data;
- costs and expenses incurred as a result of dissolution, winding-up and termination of a Client and the realization of Client investments and other Client assets pursuant thereto;

- costs and expenses of any audit, litigation or threatened litigation, arbitration, investigation, regulatory, self-regulatory, governmental or legal inquiry or public relations undertaking involving Client activities (including regulatory sweeps and expenses related to the representing of a Client or investors with respect to tax compliance or controversy matters (including fees, costs and other expenses incurred by the tax representative acting in such capacity)) (in each case, whether or not threatened or pending) and the amount of any judgment or settlement paid in connection therewith, excluding, however, the costs and expenses of any litigation, judgment, or settlement for which an indemnified person is not exculpated to the extent such costs and expenses are related to and caused by such conduct, as well as extraordinary expenses or liabilities relating to the affairs of a Client and any similar obligations;
- costs and expenses for indemnification or contribution payable by a Client to any person, whether payable under the Governing Documents or otherwise and whether payable in connection with any litigation involving a Client or otherwise, and all costs of any liability insurance, including any directors' and officers' liability insurance and key person life insurance policies, maintained with respect to liabilities arising in connection with the activities of any indemnified person conducted on behalf of Clients (whether or not indemnifiable), a special purpose vehicle, an AIV, us or their respective general partner, including any directors' and officers' liability insurance and key person life insurance policies or fidelity coverage for Clients, their respective general partners, us and our respective affiliates (whether or not indemnifiable);
- costs and expenses of holding any meeting or conference of investors or their delegates or advisors (including meetings of the advisory committee and related activities) and otherwise relating to communication with reporting and providing information to existing investors and prospective investors, including printing and mailing costs as well as costs and expenses of administering and complying with side letters entered into with investors (including costs incurred in connection with the preparation and execution of investor "most favored nations" elections and, for the avoidance of doubt, Portfolio Compliance (as defined below) and investor site visits and related travel and meals;
- fees and expenses of any service provider appointed to provide services to a Client (including any alternative investment fund manager, administrators and depositaries in connection with obligations arising from the European Union's Directive 2011/61/EU on Alternative Investment Fund Managers (the "AIFM Directive"), any distributors or any other similar service providers);
- fees and expenses of any administrators appointed with the administration of Clients;
- any certain withholding, other taxes or governmental charges, together with any interest, addition to tax and penalties, to the extent such amounts are paid, directly or indirectly, by a Client, or us on behalf of a Client or any other investor, and are not allocated to, reimbursed by or collected from any investor;
- legal, regulatory, accounting and other professional or third-party costs or disbursements including travel, rent or lodging, meals, transportation, entertainment and other similar costs and expenses that relate to Client investments and diligencing, researching, locating, structuring, evaluating, consummating, maintaining, developing, re-structuring,

refinancing and disposing of investments and potential investments (whether or not the investment is consummated) that are considered for Clients, which may include costs incurred to attend or sponsor networking events and other similar events hosted by both for-profit and not-for-profit organizations (which may include organizations affiliated with current or prospective investors) that we reasonably believe may facilitate the sourcing of deal flow for a Client;

- a Client's proportionate share of the costs and expenses of the establishment, administration and maintenance of the our entities and offices in foreign jurisdictions (and service and other arrangements with such entities) utilized to facilitate a Client's structuring, making and managing of investments, as allocated among a Client and Related Funds in such manner as we determine in good faith to be fair and equitable;
- the fees and expenses of any independent counsel or other advisors engaged by, at the direction of or for the benefit of the advisory committee and any out-of-pocket expenses of any advisory committee;
- any other reasonable costs and expenses in connection with the operation and administration of a Client, including, but not limited, to any tax, regulatory or other legal compliance expenses applicable to a Client and/or relating to its operation (including relating to activities in connection with compliance with the Investment Advisers Act of 1940 ("Advisers Act") (including 17 CFR 275.211(h)(1)-2, 17 CFR 275.211(h)(2)-1, 17 CFR 275.211(h)(2)-2, 17 CFR 275.211(h)(2)-3, 17 CFR 275.204-2, 17 CFR 275.206(4)-7 and 17 CFR 275.206(4)-10 thereunder) as it relates to the operation of a Client (including, but not limited to, preparing, obtaining, delivering and otherwise in connection with any audits, opinions, reports, consents, and disclosures related thereto), relating to activities with respect to protecting the confidential or non-public nature of any information or data (including any costs incurred in connection with any applicable legislation or regulation relating to the protection of personal data in effect from time to time), relating to the preparation and delivery of Client financial statements, tax returns, Schedule K-1s or equivalent forms), registration as a "private fund" with the Cayman Islands Monetary Authority under the Cayman Islands Private Funds Act (As Revised), engagement of local representatives or paying agents, preparation and filings with U.S. and non-U.S. regulators such as Form PF in accordance with the Advisers Act, Form SHLA and other regulatory filings of a Client and its affiliates relating to a Client's activities, including filings with the U.S. Commodity Futures Trading Commission and the U.S. Securities and Exchange Commission, compliance obligations arising from the AIFM Directive with respect to Clients (including as amended by the European Union's Directive 2019/1160), European Union Sustainable Finance Disclosure Regulation (and any other applicable legislation or regulations relating to the European Commission's Action Plan on Financing Sustainable Growth), the revised Markets in Financial Instruments Directive, and anti-money laundering and other laws and regulations), relating to compliance with any AEOI regime or the Anti-Hybrid Rules and in connection with the tax representative's representation of a Client and the investors;
- expenses relating to the maintenance of registered offices of a Client to the extent provided by unaffiliated service providers, temporary office space of nonemployee consultants or auditors, blue sky and corporate filing fees and expenses, and corporate licensing expenses,

or otherwise that may be authorized by the Governing Documents, including any of the expenses thereof that relate to locating, evaluating and consummating transactions for the benefit of a Client that have been incurred by our affiliate at any time either prior to or subsequent to the initial closing date;

- wind up and liquidation expenses and any other extraordinary expenses arising in connection with the operations of a Client;
- travel, entertainment, rent, meals, transportation, lodging and similar costs and expenses that relate to the foregoing, including relating to meetings with any administrators for a Client or other third-party service providers to a Client or any Client investment;
- all fees (including, for the avoidance of doubt, incentive fees) paid to any independent asset manager that is providing asset management services directly or indirectly to a Client or with respect to any investment;
- fees, costs and other expenses relating to consummated or unconsummated transfers of investors that are not otherwise borne by the transferring (or potentially transferring) parties;
- fees, costs and other expenses relating to the implementation of, and compliance with, legal, regulatory, environmental, social, governance and other similar standards and commitments applicable to Clients, its investments and/or potential investments, including diligence thereof and any requirements relating to the foregoing set forth in one or more side letters or investor policies (“Portfolio Compliance”);
- a Client’s proportionate share of costs and expenses (including associated compensation and other related overhead costs of applicable personnel) of the establishment, administration and maintenance of our entities and offices in foreign jurisdictions (and service and other arrangements with such entities) utilized to facilitate a Client’s structuring, making and managing of investments, as allocated among a Client and Related Funds (as defined below) in such manner as we determine in good faith to be fair and equitable;
- fees, costs and other expenses related to Specialized Operational Services and all capital markets fees;
- any other fees, costs, expenses, liabilities or obligations approved by the advisory committee; and
- similar expenses of any alternative investment vehicle or additional fund; provided, that certain expenses, including taxes, associated with the ownership of any portfolio investments through an entity classified as a corporation for U.S. federal income tax purposes may be specially allocated by a Client’s general partner to the investors that participate in such Client investments through such entity.
- Certain Clients reimburse us or our affiliates for certain expenses, including, among other things, expenses related to in-house services (as described below) and employees or consultants providing operational support, regulatory or legal support, specialized operations and consulting services and similar or related services (as described below – see “Item 11 – Providers of Specialized Operational Services to Portfolio Investments”) to the

Clients or their portfolio investments. These expense reimbursements are generally disclosed to investors.

The Clients' Governing Documents generally permit the Clients, subject to certain limitations, to borrow to pay the expenses described above.

Expenses of Clients, including any parallel investment entities, and any side-by-side separate accounts or lockstep vehicles, will generally be allocated among all such entities on a pro rata basis based on capital commitments, regardless of the specific nature of the expense. We may, but are not required to, specially allocate expenses, as we determine in good faith to be fair and equitable under the circumstances. From time to time we incur costs and expenses for a particular entity and are required to make determinations as to whether such costs and expenses are to be specially allocated and borne by only a single entity or whether such costs and expenses should be allocated pro rata among a Client, including any parallel investment entities and side-by-side separate accounts or lockstep vehicles. We often determine not to make such special allocations, including due to administrative convenience, to keep unused capital commitments aligned, and/or for other reasons we determine in our sole discretion, even if the expenses relate only to particular entity(s) and/or investor(s) therein. This will result in any one entity bearing a portion of certain expenses attributable to another entity, even if such expenses are not directly connected to the activities and operations of all entities bearing the expense, including expenses incurred in connection with either a Client's or such other vehicle's legal, tax and regulatory compliance with any U.S. or non-U.S. law or regulation (including, without limitation, reports, disclosures, registration and other filings and notifications prepared in accordance with the laws of any such jurisdiction). To the extent that such expenses are allocated pro rata based on capital commitments, the entity with the greatest capital commitments will bear a greater portion of these expenses.

We incur some expenses on an aggregate basis for the benefit of multiple Related Funds and/or TPG. For example, when we purchase, on a firm-wide basis, insurance that covers TPG and Related Funds, we allocate the aggregate costs of these items across the applicable funds and TPG in a manner we determine to be fair and equitable in our sole discretion. Generally, allocation is in proportion to the relative amounts invested in the applicable portfolio investment, but we vary this approach in particular instances if we believe another method is more fair and equitable. For instance, when allocating amounts (including firm-wide insurance) to Related Funds, a Client's allocable portion may be based on some other metric and may be a fixed percentage that we determine to be fair and equitable.

In addition, although some expenses are incurred on behalf of a Client, they are likely to benefit us more broadly. For example, information and data we obtain in connection with a Client's research, due diligence and investment activities will be valuable to our other funds and businesses. In addition, tools and resources developed at a Client's expense, such as Y Analytics' research and impact assessment tools, will be the intellectual property of TPG or Y Analytics and not the Client. If TPG licenses or sells such intellectual property to third parties in the future, a Client will not benefit from such license or sale.

With respect to all of the services described above, there can be no assurance that no third-party service provider is more qualified to provide the applicable services or could provide such services at lesser cost. Additional specific types of costs and expenses can be deemed appropriate over time in light of evolving market practices and developing standards, and we accordingly reserve the

right to adjust the costs and expenses that Clients are responsible for to align with industry standards.

We incur some expenses on an aggregate basis for the benefit of multiple Clients, Related Funds (as defined in Item 11) and/or TPG. For example, we purchase insurance that covers TPG and the Clients. In addition, although some expenses are incurred on behalf of a Client, they are likely to benefit other Clients, Related Funds or TPG more broadly. For example, information and data we obtain in connection with a Client's research, due diligence and investment activities will be valuable to other Clients, Related Funds and other TPG businesses. In addition, tools and resources developed at a Client's expense will be the intellectual property of ours and not the Client. If we license or sell such intellectual property to third parties in the future, the relevant Client will not benefit from such license or sale.

For information on brokerage practices, see Item 12 below.

Co-Investment Vehicles. In certain instances we will evaluate investment opportunities that, if consummated, we would likely offer in part to investment vehicles or other accounts or arrangements through which certain persons generally invest alongside one or more Clients (each, a "Co-Investment Vehicle") or prospective co-investors, including affiliated co-investors. Investors in a Co-Investment Vehicle typically bear all expenses related to the vehicle's formation and operation similar to those described above for a Client, and the vehicle generally bears its pro rata portion of expenses incurred in the making of an investment. However, if such a potential investment is not consummated, the full amount of any expenses relating to the potential but not consummated investment and co-investment (including reverse termination fees, extraordinary expenses such as litigation costs and judgments and other expenses) will typically be borne entirely by the Client or Clients we select as proposed investors for such investment, rather than the Co-Investment Vehicle or any such prospective co-investors. Alternatively, such co-investors could independently pursue such transaction, without reimbursing a Client for its broken deal costs. See "*Allocation of Fees and Expenses Including for Broken Deals*" in Item 11 for more information.

With respect to Co-Investment Vehicles, any fees we receive, and expenses borne by the Co-Investment Vehicle, are generally negotiated on a vehicle-by-vehicle basis, but sometimes include asset-based fees and expense reimbursements, reimbursements for Specialized Operational Services (as defined below see "*Item 11 – Providers of Specialized Operational Services to Portfolio Investments*") or non-advisory administrative fees similar to those described above for the Clients.

Fees for Services Provided to Portfolio Investments. To the extent set forth in certain Clients' Governing Documents, certain net fees we receive in respect of our management of the Clients, which we refer to herein as "portfolio fees," allocable to fee-paying investors will offset the Management Fee due from such investors. For certain Clients, there is no management fee offset applicable to investors who do not pay Management Fees. Accordingly, we retain amounts of portfolio fees allocable to fee-free investors without further offsetting the Management Fee of fee-paying investors.

Although these portfolio fees are in addition to the Management Fees, we will in some circumstances, if required under a Client's Governing Documents, be obligated to reduce the amount of advisory fees paid by the applicable Client by an amount equal to all or a portion of such portfolio fees. The specific amount and nature of this reduction varies among Clients and is generally set forth in the Governing Documents of the applicable Client.

Any such portfolio fees received in connection with any investment opportunity that is pursued by the Clients, one or more other Related Funds, co-investors or other persons will be allocated among such persons, and only amounts allocable to the Clients will offset the Management Fees payable by the Clients. Any amounts allocable to such other persons will not accrue to the benefit of any investor or the Client by means of an offset of any Management Fees or otherwise. We will apportion a Client's allocable share of such portfolio fees among the Management Fee-bearing investors on a *pro rata* basis in proportion to their respective percentage interests in the applicable Client investment or potential Client investment in respect of which such portfolio fees are received, or as otherwise determined by us. Unless we determine otherwise, there is no Management Fee offset applicable to investors who do not pay Management Fees. Accordingly, we generally retain amounts of portfolio fees allocable to fee-free investors without further offsetting the Management Fee of fee-paying investors.

To the extent provided in a Client's Governing Documents, portfolio fees include a Client's proportionate share of the net amount of cash and other consideration (such as fees payable in the form of options, warrants or any other form of non-cash compensation) received in connection with a Client investment or potential Client investment:

- earned by any of the following (except Senior Advisors, those providing Specialized Operational Services or those receiving underwriting, private placement, arranging fees, discounts or commissions or those providing Foreign Office Services):
 - us;
 - the Clients' general partner; or
 - any of their respective employees or affiliates;
- from any third party as:
 - loan origination fees;
 - collateral agent fees;
 - directors' fees;
 - consulting fees;
 - advisory fees;
 - management fees;
 - monitoring fees;

- transaction fees;
- closing fees; or
- break-up fees received in connection with the termination, cancellation or abandonment of a potential investment;

provided, that portfolio fees that offset the Management Fee are net of any reimbursement by a Client for the provision of Specialized Operational Services or any capital markets fees, each as described below.

For purposes of calculating the amount that offsets the Management Fees, portfolio fees are net of any reimbursement for Specialized Operational Services. In addition, amounts constituting portfolio fees may be used in general partner of a Client's sole discretion to pay or reimburse out-of-pocket expenses related to the investment giving rise to such amounts instead of applying such amounts as a Management Fee offset. To the extent that the amount of portfolio fees subject to Management Fee offset in respect of an investor exceeds the Management Fee due in respect of such investor, such excess will be carried forward and, if not previously applied against the Management Fee, will be paid by us to such investor upon liquidation of a Client as a refund of previously paid Management Fees, with the amount of such payment to be adjusted as between the investor and a Client's general partner to reflect the waterfall as if such Management Fees were never paid to us (*i.e.*, a Client's general partner could be entitled to additional carried interest as a result thereof). If an investor has previously notified a Client's general partner in its subscription agreement that it does not wish to receive any such excess, the investor's portion will be retained by a Client's general partner.

For purposes of the foregoing, certain Clients' Governing Documents stipulate that only those individuals who are employees are our affiliates, and therefore we exclude from portfolio fees the fees non-employees (including former employees) earn from portfolio investments. Whether an individual is an employee generally turns on whether certain indicia of employment are present. This determination is highly fact dependent and involves complex judgments within varying legal and regulatory frameworks. As a general matter, we do not expect to treat our Senior Advisors or other advisors, consultants or strategic business partners as employees or otherwise consider them our affiliates. Some of these individuals are former TPG employees.

Subject to a Client's Governing Documents, certain fees and expense reimbursements are generally not considered portfolio fees and therefore these amounts do not offset Management Fees. These amounts include, but are not limited to:

- "Service Fees" as described above;
- reimbursement payments to us for Specialized Operational Services (see "*Item 11 – Providers of Specialized Operational Services to Portfolio Investments*");
- reimbursement payments to us for in-house services provided by us, TPG or an affiliate (see "*Item 5 – Fund Expenses*");
- any profits, interests or other compensation or amounts payable by a portfolio investment or a Client to an affiliate of ours (including former Senior Advisors) pursuant to an

arrangement that was entered into prior to such person becoming an affiliate of TPG, regardless of when the interests, compensation or amounts crystallize or vest, and similarly, any profit interests or other compensation or amounts payable by a portfolio investment or a Client to former TPG AG Personnel (as defined below) or other persons who are or become unaffiliated with us (even if any such fee is earned during their tenure with us) of ours;

- any amounts paid by a former portfolio investment, such as directors' fees a former portfolio investment pays one of our professionals who remains on the investment's board of directors following the Client's disposition of the investment;
- any underwriting, structuring, syndication, private placement, arranging or similar broker-dealer fees, discounts or commissions or other amounts, which we refer to as "capital markets fees," paid to TPG Capital BD, LLC ("TPG BD") (or other broker-dealers or other service providers affiliated with TPG) and related entities (see "*Participation of TPG BD and Related Entities in Capital Markets Activity*" above);
- the portion of any fee allocable to a co-investor, Client or Related Fund (even if it is received by the Client or Related Fund, us, the general partner of a Client or any of their affiliates);
- the portion of any fee allocable to a non-management fee paying investor in a Client, including the general partner, its affiliates and any TPG AG Personnel (even if it is received by a Client, us, the general partner or any of their affiliates);
- any fee paid to a co-underwriter or co-sponsor of an investment;
- carried interest, management fees or other fees received by an affiliate of the general partner from other vehicles or other parties (other than a Client) who hold interests in portfolio investments;
- any amounts paid by our portfolio investments as reimbursement for any out-of-pocket costs and expenses we incur in connection with a transaction, including travel expenses, whether or not these expenses would be payable by a Client if not for such reimbursement;
- a portion of a transaction or other fee received from an actual or prospective portfolio investment that we in our sole discretion agree to pay to a third party, such as a consultant, advisor, Senior Advisor, finder, broker and/or investment bank (as the third-party fee is not a fee that we are entitled to retain);
- reimbursements for in-house services;
- any amounts paid by a Client or by portfolio investments to persons designated in the Governing Documents as unaffiliated with us;
- any fees, compensation or benefit received by a Client's general partner, us or any affiliates that are not in connection with a portfolio investment or potential portfolio investment, including any such amounts paid in connection with the provision of other services provided by TPG to any portfolio investments; and

- any amounts a Client's advisory committee consents not to treat as portfolio fees.

Receiving amounts that do not offset Management Fees gives us an incentive to maximize such amounts and to cause Clients to make investments that could generate such amounts, even if we otherwise would not make such an investment in their absence. Notwithstanding the foregoing, transactions giving rise to capital markets fees must be on terms no less favorable to a Client (as reasonably determined by us) than terms that could have been obtained from an unaffiliated third party and we are required to disclose to an advisory committee, on an annual basis, a breakdown in reasonable detail of all capital markets fees paid by a Client, including a description of the services provided.

Certain Clients' Governing Documents allow us to receive portfolio fees from a Client's portfolio investments. The amount, structure, timing and other terms of any portfolio fee will vary depending on the terms of our agreements with each portfolio investment. Some portfolio fees are payable upon closing of a particular transaction or other events, whereas other portfolio fees are payable in annual installments, with the possibility that those annual payments accelerate upon specified events. There can be no assurance that the amount of fees charged will be proportional to the amount of hours or value of work performed on behalf of the portfolio investment. Portfolio fees are often received from operating companies, but we are also authorized to receive portfolio fees from holding companies or special purpose vehicles we establish to make investments, including those over which we exercise complete discretion. The fees paid by portfolio investments in these situations may be significant. We also may receive portfolio fees in-kind, including equity, profits interests, grants or other similar interests in a Client's portfolio investment, which could be significant, and in hindsight, these amounts may ultimately be worth significantly more than if we had received cash. In general, we typically do not negotiate portfolio fees with portfolio investments on an arm's-length basis. Portfolio fees could adversely affect a portfolio investment's financial performance.

In-House Services. Certain Clients are responsible, either directly or by reimbursing us and our affiliates (as applicable), for the compensation and other overhead costs of our personnel (or an affiliate) for legal, regulatory, tax, finance and accounting, information technology, fund administration and similar personnel and services as well as back office accounting and finance support (including oversight of third-party service providers and Portfolio Compliance), in all cases, who provide services to or for the benefit of Clients and Clients' investments (including an allocable portion of personnel and related overhead expenses (see "*Overhead*")) (such services, "in-house services") if:

- such expenses would qualify as expenses of such Client, as set forth above, if such services were provided by third-party service providers; and
- the general partner of the Client reasonably believes that it would be advantageous to a Client to have in-house personnel provide such services as compared to engaging a third party, whether due to cost, quality, efficiency or other considerations relating to the in-house provision of such services.

These services include, but are not limited to, for example:

- legal, regulatory and tax services in connection with the organization, operation and activities of a Client, including preparation, negotiation, interpretation and implementation of Client organizational documents, investment due diligence, structuring, negotiation, execution, monitoring and exit-related activities, and tax and regulatory compliance, analysis, quarterly, annual and other reporting and filings;
- financial management activities, including calculation of management fees and carried interest, financial tracking and reporting, preparing and recording capital activity, performing bank account reconciliations, and calculating and maintaining track records, and preparing and presenting fund reporting to investors;
- opening and administering bank accounts, and brokerage accounts, custody administration, obtaining and administering or otherwise managing lines of credit, repurchase agreements and arrangements, margin, position reconciliation, foreign exchange and other hedging and execution (where applicable);
- assisting in and administering deal closings, distributions, capital calls and other funds flows, managing credit lines, fund expense review, fund performance monitoring and reporting, and fund working capital management;
- accounts payable and receivable processing and process development, expense analysis and fund invoice execution, and cash collection;
- portfolio investment valuation for fund financial reporting, reporting and analysis of portfolio investment information;
- Fund administration activities such as investor onboarding and transfer-related activities, maintaining investor databases, coordinating responses to investor requests and due diligence questionnaires (including legal, compliance, environmental, social and governance (“ESG”), accounting, treasury and other specialist review of such questionnaires), processing investor audit confirmations and account updates, coordinating investor mailing and communications, publishing investor documents and meeting materials, and oversight of operational due diligence processes;
- information technology development, maintenance and support services in connection with fund accounting and reporting software and other systems and programs used to provide services to a Client;
- services related to the implementation of, and compliance with, legal, regulatory, ESG and other similar standards and commitments applicable to a Client, its portfolio investments and/or potential investments, including diligence thereof and any requirements relating to such standard and commitments that are included in investor side letters or investor policies; and
- oversight of third-party service providers that provide the services described above.

We report the aggregate amount of any such reimbursement to such Client’s advisory committee on an annual basis or as requested depending on the requirements set forth in such Client’s Governing Documents. Amounts paid to us or our affiliates by a Client with respect to these in-

house services are in addition to the Management Fees. The amounts described above may not have been negotiated on an arm's length basis and may be more or less than the amount a third party might charge for similar work.

We will determine in our sole discretion whether reimbursement is appropriate. Occasionally, whether a service meets the criteria for reimbursement from a Client is not clear. In such circumstances, we will determine in our sole discretion whether reimbursement is appropriate. Our determinations regarding the types of activities for which we seek reimbursement will likely change over time, and additional activities not set forth in the examples above but that satisfy the criteria of in-house services are expected to be subject to reimbursement in the future. Services that TPG's in-house professionals perform alongside a third-party provider that is also engaged on the matter are eligible for reimbursement to the extent we determine that such work meets the applicable criteria.

We have developed processes to monitor the allocation of expenses relating to in-house services. Currently, we determine the monetary value of services performed by an employee providing in-house services by reference to the aggregate annual compensation paid to the employee (including benefits, profits interests, equity interests (including restricted stock units or other equity awards in the Public Company) or other incentive-based compensation), plus an estimate of the overhead and other fixed costs allocable to the employee, and the approximate amount of time spent by the employee providing the in-house services. We are not required to, but may in our sole discretion, review and compare the assigned monetary values against third-party benchmarks or actual third-party rates. Because the in-house expense allocation process relies on certain judgments and assessments that in turn are based on information and estimates from various individuals, the allocations that result may not be exact. In addition, relevant comparisons may not be available for a number of reasons, including 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. In the future, we could use additional or different methods to allocate in-house expenses, including those used by TPG and its other businesses more broadly. Amounts paid to us and/or our affiliates by a Client with respect to these services are in addition to Management Fees. The amounts described above have not been negotiated on an arm's length basis and may be more or less than the amount a third party might charge for similar work.

Foreign Office Services. Non-U.S. vehicles and portfolio investments of a Client may receive operational, investment monitoring and risk management, director (or analogous function), entity administration or legal, regulatory, tax, accounting and similar services from TPG's Luxembourg, Singapore and other non-U.S. offices, if applicable. We refer to such services provided by such non-U.S. offices as "Foreign Office Services." Each non-U.S. vehicle of a Client will, and each portfolio investment receiving Foreign Office Services may, reimburse the relevant affiliates of ours for its allocable share of the costs and expenses (including associated compensation and other related overhead costs of applicable personnel) incurred by such affiliates in connection with providing Foreign Office Services to a Client and the establishment, administration and maintenance of TPG's entities and offices in foreign jurisdictions (and service and other arrangements with such entities) that are utilized to facilitate a Client's structuring, making and managing of investments (including, in each case, any value added taxes or other sales taxes thereon). Reimbursements include personnel and related overhead expenses related to Foreign Office Services, including establishment costs of any new applicable non-U.S. offices, but do not

include any amounts incurred in performing the investment advisory functions (e.g., the services customarily performed by investment professionals), which will not be reimbursable. These reimbursements will not constitute “portfolio fees” and will not be shared with a Client or the investors or reduce the management fee payable by any investor. Certain services could be treated as either Foreign Office Services or in-house services. We will determine whether to treat a particular service as a Foreign Office Service or an in-house service in its sole discretion. We are developing processes for the allocation of Foreign Office Services expenses, and currently expect they will be similar to the in-house services processes described above. We could use additional or different allocation methods over time.

Y Analytics. Y Analytics is a public benefit company currently controlled by TPG that provides ESG-related services to Related Funds, including the Clients and portfolio investments, including services related to diligence (both portfolio investment diligence and investor due diligence), screening and portfolio-level initiatives. Depending on the particular ESG service provided by Y Analytics to the Client or its portfolio investments, subject to the Governing Documents, such service will be categorized as in-house services (see “*Item 5 –In-House Services*”) or Specialized Operational Services (see “*Item 11 - Providers of Specialized Operational Services to Portfolio Investments*”) and any amounts paid to Y Analytics for such services will not reduce Management Fees payable by investors, subject to the annual cap on amounts charged as Specialized Operational Services set forth in the Governing Documents. We utilize the services of Y Analytics in our discretion, and a Client will directly or indirectly bear the fees, costs and expenses incurred by Y Analytics for the provision of the foregoing services notwithstanding the fact that Y Analytics is currently controlled by TPG. Y Analytics also provides impact assessment, underwriting and due diligence services to other Related Funds.

The relationship between Y Analytics and the Clients gives rise to conflicts of interest. For example, we have an incentive to engage Y Analytics in connection with a prospective investment even if a third party could provide similar services. In addition, TPG is authorized to determine the categorization of a Y Analytics expense as in-house service expenses or Specialized Operational Service expenses, and because only Specialized Operational Services are subject to a per annum cap, TPG has an incentive to categorize such services as in-house expenses, *i.e.*, in a manner that allows such services to be borne by a Client and/or portfolio investments without exceeding any per annum caps, or to otherwise shift costs that would otherwise be borne by TPG.

Overhead. In calculating reimbursement amounts for Specialized Operational Services, in-house services and Foreign Office Services, we include an estimate of overhead costs for the individuals providing the services. Our estimate sometimes varies depending on the nature and location of the work being performed. “Overhead” charges currently include, but are not limited to:

- location costs: rent and other office costs, such as electricity, facilities services, catering charges and property taxes;
- administrative costs: administrative personnel costs;
- IT costs: information technology costs relating to hardware, software and technology costs of TPG’s infrastructure;

- HR and recruiting costs: in-house human resource-related costs, and expenses paid to third-party talent agencies for recruiting; and
- research-related costs: research costs and other miscellaneous expenses associated with items such as subscriptions to trade journals and databases.

We review our overhead estimates on a periodic basis, typically annually. We may change our overhead methodology over time.

Travel Expense Reimbursements. As described above, Clients reimburse us for fund-related travel expenses of our personnel, including travel, rent and lodging costs and expenses relating to a Client’s organization, marketing, fundraising, investment activities (including diligencing, researching, locating, structuring, evaluating and consummating transactions and potential transactions that are considered for a Client, whether or not consummated), investor conferences and advisory committee meetings. Portfolio investments also often reimburse us for travel expenses, including travel relating to transactions, board service and other monitoring activities, and Specialized Operational Services. Travel reimbursements currently include, but are not limited to, items such as:

- hotel accommodations and other forms of lodging;
- air and ground transportation;
- meals; and
- incidental travel expenses.

As further described in Clients’ Governing Documents, we expect some of the fund-related travel, and the reimbursements we receive, to include “business class,” “first class,” limited use of private or charter aircraft or other forms of premium travel and accommodations. We and our personnel receive personal benefits and perquisites arising from fund-related and portfolio investment-related travel, including special credits and discounts provided from service providers. For example, airline travel or hotel stays typically result in frequent flyer or loyalty “miles,” “points,” or rebates for use by us and our personnel. These benefits will not be shared with the Clients or portfolio investments and will not offset the Management Fee.

Compensation Received by TPG Capital BD, LLC and Related Entities for Capital Markets Activity. Our related person TPG BD is a broker-dealer registered with the U.S. Securities and Exchange Commission (the “SEC”) and a member of the Financial Industry Regulatory Authority (“FINRA”).

TPG BD and related entities typically receive compensation for the services they provide in connection with capital markets services. See “*Participation of TPG BD and Related Entities in Capital Markets Activity*” in Item 11 for additional information on such compensation and related conflicts of interest.

To the extent permitted by a Client’s Governing Documents, it may pay TPG BD for any underwriting, private placement, arranging or similar broker-dealer fees, discounts or commissions

in connection with securities offerings or loan syndications. While we believe such fees, commissions and other compensation are reasonable and generally charged at market rates for the relevant activities, such compensation may not in each case be negotiated at arm's length and from time to time may be in excess of fees, commissions or other compensation that may be charged by an unaffiliated third party. Subject to a Client's Governing Documents, Clients generally will not have the right to share in, or Management Fee or Performance Compensation offset for, any compensation received by TPG BD. TPG BD will only serve as a broker-dealer in a transaction for a Client or its portfolio investment if we determine it is consistent with our fiduciary duties.

TPG BD's business continues to evolve and expand. It is possible that TPG BD will earn fees for engaging in other transactions that relate to a Client or its portfolio investments. For example, TPG BD could place interests in vehicles formed for the purpose of making co-investments or exercising our rights or discharging our obligations under the Governing Documents.

When TPG BD acts as the placement agent for a Client in respect of securities or instruments issued by the Client, no commission or other compensation is received by TPG BD from such Client or its investors for such service.

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

We manage assets for Clients with differing fees, transparency and liquidity. We structure any performance or incentive compensation arrangement subject to applicable law. In measuring Clients' assets for the calculation of performance-based compensation, in certain strategies, we include realized and unrealized capital gains and losses to the extent permitted pursuant to the Clients' Governing Documents. In certain Client Funds, we receive Performance Compensation in connection with distributions generally after all capital plus a preferred return have been distributed to investors.

Performance Compensation creates an incentive for us to make investments that are riskier or more speculative than would be the case in the absence of such compensation and creates an incentive to favor higher fee-paying accounts over other accounts in the allocation of investment opportunities. We also have an incentive to dispose of a Client's investments at a time and in a sequence that would generate the most Performance Compensation, even if it would not be in the Client's interest to dispose of the investments in that manner. In order to address the potential conflict of interest associated with side-by-side management of Clients with differing Performance Compensation rates, we have adopted a policy and implemented procedures designed to prevent this conflict from influencing the allocation of investment opportunities among Clients. Our allocation policy and procedures are further described in "*Item 8 – Methods of Analysis, Investment Strategies and Risk of Loss*" and "*Item 12—Brokerage Practices*" herein.

Item 7—Types of Clients

See "*Item 4 – Advisory Business*."

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

We manage capital across our Credit and Real Estate strategies, all of which employ a disciplined investment philosophy that combines fundamental in-depth research with a diversification strategy

designed to reduce downside risk. The research team is the cornerstone of all investment activities. Each strategy is managed by a seasoned leadership team of senior professionals with extensive experience in the relevant strategy and underlying product(s).

We recognize the importance of considering ESG factors in our investment process and have adopted ESG policies that are applied across our investment strategies, as applicable. Our investment teams consider material ESG information and risk factors in their investment process alongside other investment considerations, to the extent relevant. We refer to this as ESG integration. Our investment professionals consider certain ESG characteristics with the goal of maximizing risk-adjusted returns in accordance with our fiduciary duty, and the assessment of material ESG factors remains at their sole discretion. Y Analytics, a public benefit company currently affiliated with TPG, may also provide ESG-related services to our Clients and the Related Funds, including, but not limited to, diligence, screening, monitoring, and/or portfolio-level initiatives. We may utilize the services of Y Analytics in our discretion. While we view ESG considerations as having the potential to contribute to a portfolio's performance, there is no guarantee that such results will be achieved. The presence of one or more ESG-related risks will not necessarily preclude us from making an investment. However, certain Clients may contractually mandate an enhanced approach to integrating ESG risks in the investment decision making process. Compliance with such mandates may require certain additional obligations and associated costs, which will be borne by Clients and could impact returns to investors.

Material Risks

Investing in securities involves risk of loss that Clients should be prepared to bear. All Clients have the potential risk of a complete loss of capital. There can be no assurance that an investment program will be successful or that investments purchased by the Client will increase in value or be profitable. Clients should give careful consideration to the following risk factors in evaluating the merits and suitability of our investment strategies. The following are only certain risks to which Clients and investors are subject and they should consult their own legal, tax and financial advisers. Clients and investors should read carefully all applicable informational materials and Governing Documents for a more fulsome description of the applicable risks associated with an investment. Past performance is not indicative of future results.

General Risks as Applicable to Pooled Investment Vehicles

Unspecified Investments and Lack of Limited Partner Control. A Client may consist of newly formed entities with little or no operating history upon which prospective investors can evaluate anticipated performance, and the past performance of investments managed by us cannot be relied upon as an indication of the future results of an investment in a Client. Prospective investors must rely on the judgment and ability of us with respect to the selection of investments. Investors will not have the opportunity to evaluate for themselves the relevant financial and other information that will be utilized by us in its selection of investments and the management of a Client's affairs. As a result, no assurance can be given that a Client will be successful in identifying suitable investments or that, if such investments are made, the objectives of a Client will be achieved. In addition, investors will not make decisions with respect to the management, disposition or other realization of any investments, or other decisions regarding a Client's business and affairs. We may, in our sole discretion, make changes to a Client's investment strategy if we believe such

changes are warranted by changes in market conditions, subject to the terms of such Governing Documents, and no prospective investor should invest in a Client unless such person is willing to entrust all aspects of the management of a Client to a Client's general partner and us. Prospective investors should not construe the prior experience of the our management team or the performance of any other investment entities associated with us as providing any assurances regarding the anticipated performance of a Client, and should draw no conclusions therefrom.

Diverse Investor Group. From time to time, the investors within a Client will, among themselves, have conflicting investment, tax and other interests with respect to their investments in a Client, including in situations in which investors with an economic interest in a Client's general partner vote with respect to Client matters. Consequently, conflicts of interest are expected to arise among such Clients with respect to, among other things, the structure and nature of a Client's investments and the timing of dispositions of a Client's investments. In making decisions as general partner of a Client, including selecting and structuring investments and disposing of investments, a Client's general partner will consider the investment and tax objectives of a Client and its investors as a whole.

Impact of ERISA Investors. Investment in a Client is generally open to institutions including pension plans and other entities subject to the Employee Retirement Income Security Act of 1974, as amended ("ERISA") or Section 4975 of the Code, although Clients intend to conduct its operations so that it will not be deemed to hold "plan assets" subject to ERISA and/or Section 4975 of the Code. A Client will require certain representations or assurances from investors to determine compliance with an exception to holding "plan assets" under ERISA.

No Right to Withdraw; Illiquidity of Limited Partnership Interests. Except in limited circumstances, investors will not have the right to withdraw from a Client at any time prior to the dissolution and termination of a Client. Accordingly, each prospective investor must consider its investment to be illiquid and must be aware that it will be required to bear the financial risks of owning an Interest for an indefinite period of time.

No Assurance of Profit, Cash Distributions, Appreciation or Rate of Return. An investment in Clients involves a high and speculative degree of business and financial risk that could result in a loss of all or a part of the invested capital. There can be no assurance that a Client's investment strategy will produce favorable returns, due to the risks and uncertainties noted herein, among others. Investors must be prepared to bear capital losses that might result from an investment in a Client, including a complete loss of the investor's invested capital.

Concentrated Positions. To the extent we concentrate Clients' investments in a particular issuer, strategy, or product, sector, asset class, etc., portfolios may become more susceptible to fluctuations in value or loss resulting from adverse economic or business conditions than a more diversified mix of investments or holdings.

Availability of Suitable Investment Opportunities; Competition for Investments. The success of the Clients' investment strategies is uncertain. There can be no assurance that we will be able to locate and complete suitable investments that satisfy a Client's objectives and that we believe will provide performance commensurate with a Client's targets.

Concentration of Investments. Because a Client may invest significant amounts of such Client's available capital in a single investment and a Client's portfolio investments may be subject to limited diversification requirements with respect to investing in any particular geography, industry, sector or other category, any single loss may have a significant adverse impact on the Client's capital.

Contingent Liabilities on Disposition of Investments. Certain arrangements in connection with the disposition of a Client investment may result in the incurrence of accrued expenses, liabilities or contingencies for which we may establish reserves or escrow accounts. For example, in connection with the disposition of a real property investment, a Client may be required to make representations about such investment. The Client also may be required to indemnify the purchasers of such investment to the extent that any such representations are inaccurate. These arrangements may result in the incurrence of contingent liabilities, which may require us to maintain reserves to meet such a contingency or which might ultimately have to be funded by investors before or after the termination of a Client.

Reliance on our Investment Professionals. The investors have no authority to make decisions or to exercise investment discretion on behalf of a Client. The authority for all investment decisions will ultimately be delegated to us. The success of a Client will depend in large part upon the skill and expertise of our investment professionals. Subjective decisions made by us may cause a Client to incur losses or to miss profit opportunities on which it would otherwise have capitalized. Because specific investments of a Client have not yet been identified, the investors must rely on the ability of us, including the key persons, to make appropriate investments and investment decisions for a Client. While the key persons intend to devote sufficient time to a Client so that a Client can carry out its proposed activities, potential investors should be aware that each of the key persons have significant other responsibilities. Thus, the members of our professional staff will have demands on their time for the investment, monitoring and other functions of other funds and clients. Additionally, a Client's investments are expected to differ from other investments previously and concurrently made by the key persons in a number of respects, including target return levels, level of risk associated with a particular investment, types of assets being invested in, amount invested with a particular portfolio investment, types of portfolio investments within a particular industry sector, amount of leverage used, structure and holding period.

Non-U.S. Investments. Certain Clients invest in securities and other instruments of non-U.S. corporations and non-U.S. countries. Investing in the securities of companies (and, from time to time, governments) in non-U.S. countries involves certain considerations not usually associated with investing in securities of U.S. companies or the U.S. government, including, among other things, political and economic considerations, such as greater risks of expropriation, nationalization and general social, political and economic instability; the small size of the securities markets in such countries and the low volume of trading, resulting in potential lack of liquidity and in price volatility; fluctuations in the rate of exchange between currencies and costs associated with currency conversion; and certain government policies that may restrict a Client's investment opportunities. In addition, accounting and financial reporting standards that prevail in non-U.S. countries generally are not equivalent to U.S. standards and, consequently, less information is available to investors in companies located in non-U.S. countries than is available to investors in companies located in the U.S. There is also less regulation, generally, of the securities markets in non-U.S. countries, other than the United Kingdom, than there is in the U.S.

Laws and regulations of non-U.S. countries may impose restrictions that would not exist in the U.S. and may require financing and structuring alternatives that differ significantly from those customarily used in the U.S.

Currency Risks. A Client's investments that are denominated in a foreign currency are subject to the risk that the value of a particular currency will change in relation to one or more other currencies. Among the factors that may affect currency values are trade balances, the level of short-term interest rates, differences in relative values of similar assets in different currencies, long-term opportunities for investment and capital appreciation and political developments.

Special Economic, Transparency, Liquidity and Other Rights. A Client, to the extent permitted by applicable law, has the absolute discretion to agree with any investor, including any affiliate and any Related Fund, to waive or modify the application of any terms described herein (including those relating to fees, liquidity and transparency) or other provisions of the Governing Documents with respect to such investor or to create new terms in addition to those described herein (including certain notice, information or reporting rights) without obtaining the consent of any other investor (other than an investor whose contractual rights as an investor would be materially and adversely changed by such waiver, modification or creation of new terms) and without entitling any other investor to such waiver, modification or new term(s). The determination of a Client Fund's directors or general partner, as applicable, as to whether the contractual rights of any shareholder or limited partner would be materially and adversely changed by such waiver, modification or creation of such term shall be binding and conclusive on the Client Funds and all shareholders or limited partners thereof. With respect to certain Clients, our affiliates or employees at times serve as directors or general partners of Clients and in the future may continue to do so. Also, a Client may grant preferential economic, transparency and liquidity rights to certain investors, as well as capacity rights, minimum investment amounts, withdrawal rights, specific exceptions in respect of disclosure of confidential information, modifications to the subscription agreement, co-investment rights, excuse rights, additional rights in respect of securities distributed in-kind, requirements in respect of distributions required to be returned in respect of the obligations of a Client, limitations on overcalls, terms required due to an investor's specific legal, regulatory, tax, policy or other considerations, and other rights. A combination of special economic, transparency and liquidity rights for some investors may have an adverse impact on the remaining investors.

Exculpation and Indemnification. Client documentation limits the circumstances under which we can be held liable to Clients. As a result, Clients have a more limited right of action in certain cases than they would in the absence of such a contractual limitation. Clients generally indemnify us for liabilities incurred in connection with their advisory services, which may be material.

Audit-Related Risk. The tax treatment of Clients and investment portfolios is complex. There is no assurance that the tax positions taken by us will be accurate.

Risks Associated with Investing and Investments

Alternative Investment Risk. The Clients invest in alternative investments. There is a risk that an investor could lose all or a substantial amount of his or her investment as a result of the volatility of alternative investments or other factors. Alternative investments (1) involve a high degree of risk, (2) often engage in leveraging and other speculative investment practices that increase the

risk of investment loss, (3) can be highly illiquid with extended lock-up periods where assets may not be sold, (4) often lack a secondary market to purchase shares that investors care to redeem, (5) are not required to provide periodic pricing or valuation information to investors, (6) sometimes involve complex tax structures and delays in distributing important tax information, (7) are not subject to the same regulatory requirements as publicly traded securities, (8) often charge high fees that offset any trading profits, and (9) in many cases execute investments that are not transparent and are known only to the investment manager.

Non-Controlling Investments. In non-controlling investments, a Client may have no right to appoint a director and to influence such companies' management. Similarly, a Client may co-invest with third parties through joint ventures, other entities or similar arrangements, thereby acquiring non-controlling interests in certain portfolio investments. In such cases, such Client will be significantly reliant on the existing management, board of directors and other shareholders of such companies, which may include representation of other financial investors with whom the Client is not affiliated and whose interests may conflict with the interests of the Client. In addition, portfolio investments may need to attract, retain and develop executives and members of their management teams. The market for executive talent can be, notwithstanding general unemployment levels or developments within a particular industry, extremely competitive. There can be no assurance that portfolio investments will be able to attract, develop, integrate and retain suitable members of its management team and, as a result, the Client may be adversely affected thereby.

Business Risk. The companies in which some Clients invest may involve a high degree of business and financial risk. In many of the strategies employed by us, investments are expected to include securities of companies with leveraged capital structures. Such investments will be subject to increased exposure to adverse economic factors such as an increase in interest rates, devaluation of currencies, a downturn in the economy or deterioration in the economic conditions of such company or its industry. These companies may require significant additional capital to support their operations or may otherwise have a weak financial condition. Similarly, such companies may be unable to generate sufficient cash flow to meet principal and interest payments on their indebtedness. Accordingly, the value of investments in such entities could be significantly reduced or even eliminated due to ongoing credit deterioration. Accordingly, Clients are subject to the risk of loss of all or substantially all of their investment.

Regulation of the Financial Services Industry. The financial services industry generally, and the activities of private investment funds and their managers, in particular, have in recent years been subject to intense and increasing regulatory oversight. Such scrutiny may increase a Client's and our exposure to potential liabilities and will increase legal, compliance and other related costs. As a result of such oversight, we anticipate that, in the normal course of business, our personnel will have contact with governmental authorities and need to respond to inquiries or examinations, implement new, or enhance existing, policies and procedures, and provide extensive additional disclosures and reporting to the SEC and investors. We also expect the Clients to be subject to regulatory inquiries concerning their securities positions, trading activities and dealings with their portfolio investments.

Developments in the Financial Markets. The global financial markets have recently gone through pervasive and fundamental disruptions. In light of such market turmoil and the overall weakening

of the financial services industry, the financial condition of Clients, prime brokers, and other financial institutions can adversely be affected, and they may become subject to legal, regulatory, reputational and other unforeseen risks that could have a material adverse effect on Clients' business and operations. Furthermore, increased regulatory oversight will impose administrative burdens on us and Clients, including, without limitation, responding to investigations and implementing new policies and procedures. Such burdens require our (and affiliates') time, attention and resources that could otherwise be devoted to portfolio management activities.

ESG Integration Risk. Considering material ESG risks may have the end result of increasing or reducing a Client's exposure to certain companies or industries and the portfolio may forego certain investment opportunities as a result. Our ESG integration approach involves incorporating material ESG risks in the investment analysis and decision-making process, with the goal of maximizing risk-adjusted returns in accordance with our fiduciary duty. We may use information and data from third parties, which may be incomplete or inaccurate. The assessment of material ESG factors remains at the sole discretion of our investment professionals. Accordingly, we do not make any representation or warranty, express or implied, with respect to the fairness, correctness, accuracy, reasonableness or completeness of any ESG assessment conducted by our investment professionals, Y Analytics, or any third-party ESG data provider or advisor, as applicable. We strive, where relevant, to assess ESG considerations over the lifecycle of an investment, to the extent feasible, and therefore, may change their assessment of what are material ESG risks to an investment over time. While we view ESG considerations as having the potential to contribute to a portfolio's long-term performance, there is no guarantee that such results will be achieved or that other material factors will not override ESG risks. The materiality of ESG risks and impacts on an individual asset or issuer and on a portfolio as a whole depends on many factors, including the relevant industry, location, asset class and investment style. ESG factors, issues and considerations do not apply in every instance or with respect to each investment held, or proposed to be made, by the Clients, and will vary greatly based on numerous criteria, including, but not limited to, location, industry, investment strategy, and issuer-specific and investment-specific characteristics. In evaluating a prospective investment, we often depend upon information and data provided by the entity or obtained via third-party reporting or advisors, which may be incomplete or inaccurate and could cause us to incorrectly identify, prioritize, assess or analyze the entity's ESG practices and/or related risks and opportunities. Further, there may be limitations with respect to the readiness of ESG data in certain sectors, as well as limited availability of investments with relevant ESG characteristics in certain sectors. In addition, our ESG framework, including our ESG Policy and associated procedures and practices, is expected to change over time. We are permitted to determine in our discretion that it is not feasible or practical to implement or complete certain of its ESG initiatives based on cost, timing or other considerations. It is also possible that market dynamics or other factors will make it impractical, inadvisable or impossible for us to adhere to all elements of the Clients' investment strategies, including with respect to ESG risk and opportunity management and impact, whether with respect to one or more individual investments or to the Clients' portfolios generally.

ESG-Related Legal Developments. There is growing regulatory interest, particularly in the U.S., United Kingdom and EU (which may be looked to as models in growth markets), in improving transparency around how asset managers define and measure ESG performance, in order to allow investors to validate and better understand sustainability claims. Our ESG program, DEI initiatives and we could become subject to additional regulation, regulatory scrutiny, penalties and

enforcement in the future, and we cannot guarantee that our current approach (including TPG's ESG Policy (the "ESG Policy")) or a Client's investments will meet future regulatory requirements, reporting frameworks or best practices, increasing the risk of related enforcement.

Sustainability-Related Disclosure and Reporting Frameworks May Lead to Increased Compliance Costs. Clients that raise capital across one or more European Member States must comply with the European Union's (the "EU") detailed sustainability-related disclosure regime. Compliance with frameworks of this nature may create an additional compliance burden and increased legal, compliance, governance, reporting and other costs to funds, fund managers and/or portfolio investments because of the need to collect certain information to meet the disclosure requirements.

Changes in the Political Environment of the United Kingdom and Europe. The UK left the EU on January 31, 2020 (commonly referred to as "Brexit"). During an 11-month transition period, the UK and the EU negotiated a Trade and Cooperation Agreement which set out the agreement for certain parts of the future relationship between the EU and the UK with effect from January 1, 2021. The Trade and Cooperation Agreement does not provide the UK with the same level of rights or access to all goods and services in the EU as the UK previously maintained as a member of the EU and during the transition period. Accordingly, uncertainty remains in certain areas as to the future relationship between the UK and the EU.

Clearing, Trading and Margining Requirement of the OTC Derivatives Markets. The Dodd Frank Wall Street Reform and Consumer Protection Act (the "Reform Act") includes, and the CFTC and the SEC have issued or proposed rules to implement, provisions that comprehensively regulate the over-the-counter ("OTC") derivatives markets. Similar changes are in the process of being implemented, or have already been implemented, in the EU, United Kingdom, Japan and other major financial markets. Clearing, margining and exchange-trading requirements may make it more difficult and costly for investment funds, including a Client, to enter into OTC transactions. They may also render certain strategies in which a Client might otherwise engage impossible or so costly that they will no longer be economical to implement.

Use of OTC Derivative Instruments. A Client may enter into OTC derivative agreements. OTC derivatives are bilateral contracts with price and other terms negotiated by the buyer and seller. The risk of nonperformance by the obligor on such an instrument may be greater, and the ease with which a Client can dispose of or enter into closing transactions with respect to such an instrument may be less than in the case of an exchange-traded instrument. In addition, significant disparities may exist between "bid" and "asked" prices for derivative instruments that are not traded on an exchange. Derivative instruments not traded on exchanges are also not in all cases subject to the same type of government regulation as exchange-traded instruments, and many of the protections afforded to participants in a regulated environment may not be available in connection with such transactions.

Credit Default Swaps. A Client may purchase and sell credit derivatives contracts, including credit default swaps ("CDS"), both for speculative and hedging purposes. The typical CDS is a synthetic instrument that requires the seller to pay to the buyer, in the event that a particular reference entity experiences specified credit events, the difference between the notional amount of the contract and the value, generally determined under a CDS auction, of debt obligations issued by the reference

entity that meet the deliverability criteria of the CDS contract. In return, the buyer typically agrees to make periodic payments equal to a fixed percentage of the notional amount of the contract. A Client may also purchase and sell CDS on a basket of reference entities. CDSs generally trade on the basis of theoretical pricing and valuation models, which may not accurately value such swap positions when established or when subsequently traded or unwound under actual market conditions.

Position Limits. The Reform Act significantly expanded the scope of the CFTC’s authority and obligation to require reporting of, and adopt limits on, the size of positions that market participants may own or control in commodity futures and futures options contracts and swaps. The Reform Act also narrowed existing exemptions from such position limits for a broad range of risk management transactions. Individually and collectively, position limits and associated aggregation requirements could increase the costs to a Client of maintaining positions in commodity futures and futures option contracts and swaps, and reduce the level of exposure a Client is able to obtain (whether for risk management or investment purposes) through commodity futures and futures option contracts and swaps. These requirements could also impair liquidity in certain swaps and adversely affect the quality of execution pricing obtained by a Client, all of which could adversely impact a Client’s investment returns.

Total Return Swaps and Other Synthetic Instruments. A Client may invest in synthetic or pass-through arrangements, such as total return swaps. Seeking exposure to reference assets through synthetic arrangements presents risks different from those involved in direct investments in such types of assets. With respect to synthetic securities, a Client would have a contractual relationship only with the synthetic instrument counterparty, and not the reference entity obligated under the reference obligation. The Client may have no right to enforce compliance by the reference entity with the terms of the reference obligation and may not have any voting or other consensual rights of ownership with respect to the reference obligation.

Data Privacy Legislation. We, a Client’s general partner and/or a Client may be subject to various laws and regulations related to privacy and data protection, including the General Data Protection Regulation in the EU (or “GDPR”), the United Kingdom General Data Protection Regulation, Data Protection Act (As Revised) of the Cayman Islands, the Personal Information Protection Law of the People’s Republic of China, as well as laws in Australia, Japan, DIFC, Hong Kong, India, Korea, and Singapore, the California Consumer Privacy Act and California Privacy Rights Act, the New York SHIELD Act and a range of proposed additional laws at the federal level and in California, New York, Texas and other states. Failure to comply with such laws could result in significant fines, damages or restrictions on our ability to process personal information that could have a material adverse effect on a Client.

Antitrust Risk. A Client and its portfolio investments will be subject to antitrust and competition rules that apply in the U.S. and the countries or regions where they do business, and there has been increased scrutiny from antitrust regulators around the world. The application of those rules and the increased scrutiny by authorities could result in sanctions, fines or penalties, including civil damage actions, delays or other difficulties in consummating a Client’s investments or divestments.

Changes of Law and Regulation. In addition to the risks regarding regulatory approvals and licenses, government counterparties may have the discretion to change or increase regulation of an investment, or implement laws or regulations affecting such investment, separate from any contractual rights such government counterparty may have. An investment also could be materially and adversely affected as a result of statutory or regulatory changes or judicial or administrative interpretations of existing laws and regulations that impose more comprehensive or stringent requirements.

Distributions In-Kind. Distributions in-kind, if made by a Client to investors, involve certain risks. In the event that distributions are made of property other than cash, the amount of any such distribution shall be accounted for and valued as provided in the Client's Governing Documents although there is no guarantee that such investments will ultimately be realized at such valuations. Investors may incur costs and expenses associated with disposing of such investments, which would reduce the cash investors would ultimately receive.

Quantitative Model Risks. We expect to employ quantitative-based financial/analytical models to aid in the selection of investments for certain Clients, to allocate investments across various strategies and subsectors and to determine the risk profile of those Clients. If any such quantitative models are employed, the success of a Client's investment and trading activities will depend, in large part, on the viability of these models. There can be no assurance that the models are currently viable, or, if the models are currently viable, that they will remain viable during the term of a Client, due to various factors, including the quality of the data input into the models and the assumptions underlying such models, which to varying degrees involve the exercise of judgment, as well as the possibility of errors in constructing or of using the model.

Loan Origination. Certain Clients or subsidiaries thereof expect to engage in originating, lending and/or servicing loans as portfolio investments, and may therefore be subject to state and federal regulation, borrower disclosure requirements, limits on fees and interest rates on some loans, state lender licensing requirements and other regulatory requirements in the conduct of its business as they pertain to such transactions. In making certain loans, a Client will compete with a broad spectrum of lenders, some of which may be willing to lend money on better terms (from a borrower's standpoint) than the Client. Increased competition for, or a diminution in the available supply of, qualifying borrowers may result in lower yields on such loans, which could reduce returns to the Client.

Weather and Climate Risk. Global climate change is widely considered to be a significant threat to the global economy. Certain investments in a Client depending on their sector may face risks associated with climate change, including risks related to the impact of climate-related legislation and regulation (both domestically and internationally), risks related to climate-related business trends and risks stemming from the physical effects of climate change, such as risks posed by increasing frequency or severity of extreme weather events and rising sea levels and temperatures. The occurrence of one or more natural disasters, such as hurricanes, fires, floods and earthquakes (whether or not caused by climate change), could cause considerable damage to one of the issuers of a Client's portfolio investments, disrupt a Client's operations and negatively impact a Client's returns.

ESG Matters. We and TPG maintain ESG policies and are committed to integrating material ESG factors into investment decision making processes and operating philosophy where these efforts can contribute to value creation and risk mitigation. We believe that identifying and analyzing ESG factors can generate actionable insights that improve our assessments of risk and long-term value-creation opportunities across our portfolio. The act of selecting and evaluating material ESG factors is subjective by nature, we may be subject to competing demands from different investors and other stakeholder groups with divergent views on ESG matters, including the role of ESG in the investment process, and there is no guarantee that the criteria utilized or judgment exercised by us, Y Analytics or a third-party ESG advisor will reflect the beliefs or values, internal policies or preferred practices of any particular investor, other asset managers or with market trends. Considering ESG factors when evaluating an investment in certain circumstances may, to the extent material risks associated with an investment are identified, cause a us not to make an investment that it would have made or to make a management decision with respect to an investment differently than it would have made in the absence of such consideration, which carries the risk that a Client may perform differently than investment funds that do not take material ESG factors into account. Additionally, ESG factors are only some of the many factors TPG considers in making an investment. Although TPG considers application of its ESG policies to be an opportunity to enhance or protect the performance of its investments over the long-term, there is no guarantee that TPG will make investments in companies that enhance long-term value and financial returns for any investor. Similarly, to the extent we, Y Analytics or a third-party ESG advisor engages with portfolio investments on ESG-related practices and potential enhancements thereto, there is no guarantee that such engagements will improve the performance of the investment. Successful engagement efforts on our part, or the part of Y Analytics or a third-party ESG advisor, will depend on our skill in properly identifying and analyzing material ESG and other factors and their value, and there can be no assurance that the strategy or techniques employed will be successful.

Availability of Financing; Deterioration of Credit Markets. A Client's ability to invest in portfolio investments may depend on the availability and terms of any borrowings that are required or desirable with respect to such investments. The deterioration of the global credit markets has made it more difficult to obtain favorable financing for investments. A decrease in the availability of financing (or an increase in the interest cost) for leveraged transactions, whether due to adverse changes in economic or financial market conditions or a decreased appetite for risk by lenders, would impair a Client's ability to consummate these transactions and would adversely affect the Client's returns.

Hedging Transactions; Synthetic Investments. Hedging transactions in which a Client may engage include buying or selling options or futures or options on futures or entering into contracts, interest rate caps and floors and collars, forward contracts, swaps or other derivatives transactions particularly with respect to foreign currencies and interest rates. However, a Client is not required to employ hedging techniques in connection with its investments, and may be unable to anticipate all risks against which it could employ such hedges.

Investment Vehicles. A Client may (i) create an investment vehicle, contribute the Client's assets to such investment vehicle (or make a follow-on investment directly through such investment vehicle), and cause such investment vehicle to incur borrowings, which may be secured by the investment vehicle's assets or (ii) cause multiple of such investment vehicles to engage in joint

borrowings and/or secure any such borrowings on a cross-collateralized basis. Such usage of investment vehicles potentially enhances the return profile of these investments and the Client overall, but also increases the risk of the applicable investment, including the risks associated with collateralized investments held through the same leverage facilities.

Due Diligence Risks. When conducting due diligence and making an assessment regarding a potential portfolio investment, we will be required to rely on resources available to us, including internal sources of information as well as information provided by existing and potential obligors, any equity sponsor(s), lenders and other independent sources. The due diligence process may at times be required to rely on limited or incomplete information. Any failure by us to identify relevant facts through the due diligence process may cause it to make inappropriate investment decisions, which may have a material adverse effect on the performance of a Client, and, by extension, the Client's business, financial condition, results of operations and the value of its interests.

Credit Risk. Performance and investor yield may be affected by the default or perceived credit impairment of investments made by a Client and by general or sector specific credit spread widening. Credit risks associated with investments include (among others) (i) the possibility that earnings of the obligor may be insufficient to meet its debt service obligations; (ii) the obligor's assets declining in value; and (iii) the declining creditworthiness, default and potential for insolvency of the obligor during periods of rising interest rates and economic downturn.

Use of Leverage. We may cause a Client to borrow money and otherwise incur indebtedness or obligations or give guaranties or indemnities. While such leverage will increase the funds available for investment by a Client, it will also increase the risk of capital loss in the event of adverse changes in the level of market prices of the positions being financed with the borrowings. The use of leverage by a Client increases the exposure of its portfolio investments to adverse economic factors such as rising interest rates, severe economic downturns or deteriorations in the condition of an investment or its market. There can be no assurance that a Client will be able to maintain adequate financing arrangements under all market conditions.

Derivative Instruments. A Client may use various derivative instruments, including options, futures, options on futures, interest rate caps and floors and collars, forward contracts, swaps and other derivatives that may be volatile and speculative. Certain positions may be subject to wide and sudden fluctuations in market value, with a resulting fluctuation in the amount of profits and losses. Use of derivative instruments presents various risks, including the following:

Liquidity. Derivative instruments, especially when traded in large amounts, are not liquid in all circumstances, so that in volatile markets, Clients may not be able to close out a position without incurring a loss. In addition, daily limits on price fluctuations and speculative position limits on exchanges on which Clients conduct transactions in certain derivative instruments may prevent prompt liquidation of positions, subjecting Clients to the potential of greater losses.

Leverage. Trading in derivative instruments can result in large amounts of synthetic leverage. Thus, the leverage offered by trading in derivative instruments may magnify the gains and losses experienced by a Client and could cause a Client's net asset value to be

subject to wider fluctuations than would be the case if derivative instruments that provide leverage were not used.

Over-the-Counter Trading. Derivative instruments that are purchased or sold include instruments not traded on an exchange. Over-the-counter options derivatives are bilateral contracts with price and other terms negotiated by the buyer and seller. The risk of nonperformance by the obligor on such an instrument may be greater and the ease with which Client portfolios can dispose of or enter into closing transactions with respect to such an instrument may be less than in the case of an exchange-traded instrument. In addition, significant disparities may exist between “bid” and “asked” prices for derivative instruments that are not traded on an exchange, and transaction costs may be greater. Derivative instruments not traded on exchanges are also not subject to the same type of government regulation as exchange-traded instruments, and many of the protections afforded to participants in a regulated environment may not be available in connection with such transactions.

Counterparty and Credit Risk. To the extent that contracts for investment will be entered into between Clients and a market counterparty as principal (and not as agent), Clients are exposed to the risk that the market counterparty, in an insolvency or similar event, will be unable to meet its contractual obligations to Clients. Because certain purchases, sales, hedging, financing arrangements (including the lending of portfolio securities) and derivative instruments in which Clients engage are not traded on an exchange but are instead traded between counterparties based on contractual relationships, Clients are subject to the risk that a counterparty will not perform its obligations under the related contracts.

Investments in Open Market Purchases; Publicly Traded Securities. Certain Clients will have the ability to invest in securities that are publicly traded, including distressed publicly traded assets, and are, therefore, subject to the risks inherent in investing in public securities. Additionally, certain Clients may hold securities as a result of an initial public offering of an existing investment. Such investments subject a Client to risks that differ in type or degree from those involved with investments in privately held companies. Such risks include, without limitation, greater volatility in the valuation of such companies, increased obligations to disclose information regarding such companies, limitations on the ability of a Client to dispose of such securities at certain times, increased likelihood of shareholder litigation against such companies’ board members and increased costs associated with each of the aforementioned risks. When investing in public securities, a Client may be unable to obtain financial covenants or other contractual governance rights. Moreover, each Client may not have the same access to information in connection with investments in public securities, both before and after making the investment, as compared to privately negotiated investments. Furthermore, each Client may be limited in its ability to make investments, and to sell existing investments, in public securities if other businesses of ours have material, non-public information regarding the issuer or as a result of other policies or requirements. In addition, securities acquired of a public company have been, depending on the circumstances and securities laws of the relevant jurisdictions, subject to lock-up periods.

Settlements. Delays in settlement can result in temporary periods when Client assets are uninvested and no return is earned thereon. Our inability to make intended investments due to

settlement delays could cause Client portfolios to forgo attractive investment opportunities or cause delays in making withdrawal distributions.

Valuation Risk. Clients expect to hold securities, loans or other financial instruments or obligations that are very thinly traded, for which no market exists or that are restricted as to their transferability under applicable securities laws. These investments may be extremely difficult to value accurately. The process of valuing securities for which reliable market quotations are not available is based on inherent uncertainties, and the resulting values may differ from values that would have been determined had a ready market existed for such securities, from values placed on such securities by other investors and from prices at which such securities may ultimately be sold. In addition, third-party pricing information may at times not be available regarding certain of a Client's assets. In particular, past disruptions in the credit markets have resulted in a severe lack of liquidity for many securities or other instruments, making them more difficult to value and, in many cases, putting significant downward pressure on prices. Further, because of overall size or concentration in particular markets of positions held by a Client, the value of its investments that can be liquidated may differ, sometimes significantly, from their valuations. Performance information of a Client that may hold substantial amounts of illiquid or hard to value assets, is therefore dependent upon our valuation procedures, and such values may not ultimately be realized. In addition, certain cross-transactions and other transactions between the Client and Related Funds, to the extent permitted, are subject to valuation risk and certain conflicts of interest.

European Instability. Recent events, including the ongoing invasion of Ukraine by Russia, have interjected uncertainty into global financial markets. It is possible that any fallout from the Ukrainian conflict will have global economic and political effects. A number of countries, including the U.S. and several in Europe, have imposed sanctions on Russia and businesses affiliated with Russia. The long-term impact of these sanctions is not entirely clear, but they have the potential to limit the potential investment opportunities of a Client and impair cash flow that is material to such investment opportunities if persons doing business with such Client become sanctioned parties. The regulatory framework of sanctions is often complex and at times counterintuitive. It is possible a Client might have exposure to transactions that directly or indirectly involve sanctioned parties and that may pose liability and compliance risks.

Artificial Intelligence and Machine Learning Risks. The emergence of recent technology developments in artificial intelligence and machine learning technology, including Open AI's release of its ChatGPT application (collectively, "Machine Learning Technology") could pose risks to TPG, Clients and their portfolio investments. These risks could arise if TPG utilizes Machine Learning Technology in connection with its business activities, including investment activities, or if third-party service providers of or any counterparties or competitors to Clients, whether or not known to TPG, use Machine Learning Technology. TPG will not be in the position to control the manner in which third-party products are developed or maintained or the manner in which third-party services are provided. Furthermore, TPG personnel could utilize Machine Learning Technology in contravention of any policies that TPG has to prohibit or otherwise restrict the use of Machine Learning Technology.

Risk of Pandemics. Public health crises such as the COVID-19 pandemic and containment efforts may adversely affect the ability, or the willingness, of a party to perform its obligations under its contracts and lead to uncertainty over whether such failure to perform (or delay in performing)

might be excused under so called “material adverse change,” force majeure and similar provisions in such contracts. As a result, (i) borrowers, counterparties and service providers to a Client or portfolio investments may fail to perform (or delay the performance of) their obligations to a Client or its portfolio investments, (ii) pending transactions may not close on time or at all, (iii) a Client, us or a portfolio investment may be forced to breach (or may determine not to perform its obligations under) certain agreements and (iv) related litigation would likely ensue. Any of these occurrences would likely have a material adverse effect on a Client and its investments.

Political and Economic Conditions. A Client’s investments may be adversely affected by changes in economic conditions or political events that are beyond its control. For example, a break in the capital markets, continued threats of terrorism, the outbreak of hostilities involving the U.S. or other countries, or the death of a major political figure have significant adverse effects on a Client’s investment results. These factors affect the level and volatility of securities prices and the liquidity and the value of investments and have a material adverse effect on a Client. A natural disaster, such as a hurricane, could also severely disrupt the global, national and/or regional economies and/or markets. Other factors, such as changes in U.S. federal or state tax laws, U.S. federal or state securities laws, bank regulatory policies or accounting standards, may make corporate acquisitions less desirable. A negative impact on economic fundamentals and consumer confidence may negatively impact market value, increase market volatility and cause credit spreads to widen, each of which could have an adverse effect on the investment performance of a Client.

The economies of non-U.S. countries can differ favorably or unfavorably from the U.S. economy in such respects as growth of gross domestic product, rate of inflation, currency depreciation, asset reinvestment, resource self-sufficiency and balance of payment position. Further, certain non-U.S. economies are heavily dependent upon international trade and, accordingly, have been and may continue to be adversely affected by trade barriers, exchange controls, managed adjustments in relative currency values and other protectionist measures imposed or negotiated by the countries with which they trade. The economies of certain non-U.S. countries may be based, predominantly, on only a few industries and may be vulnerable to changes in trade conditions and may have higher levels of debt or inflation.

Inflation. Inflation risk is the risk that the value of assets or income from a Client’s investments will be worth less in the future as inflation decreases the value of payments at future dates. As inflation increases, the real value of a Client’s portfolio could decline and the interest payments on a Client’s direct or indirect borrowings, if any, may increase. Deflation risk is the risk that prices throughout the economy decline over time. Deflation may have an adverse effect on the creditworthiness of issuers and may make issuer default more likely or materially impair the ability of distressed issuers to restructure, which may result in a decline in the value of a Client’s investments. Though a Client may enter into instruments related to inflation or deflation (such as inflation-indexed bonds), it will be under no obligation to do so.

Interest Rate Risk. Generally, the value of fixed income securities will change inversely with changes in interest rates. As interest rates rise, the market value of fixed income securities tends to decrease. Conversely, as interest rates fall, the market value of fixed income securities tends to increase. This risk will be greater for long-term securities than for short-term securities. Adjustable rate instruments also react to interest rate changes in a similar manner although

generally to a lesser degree (depending, however, on characteristics of the reset terms, including index chosen, frequency of reset and reset cap or floors, among other factors). Interest rate sensitivity is generally more pronounced and less predictable in instruments with uncertain payment or prepayment schedules. Over any defined period of time, a Client's interest-bearing assets may be more sensitive to changes in market interest rates than a Client's interest-earning liabilities, or vice versa.

LIBOR and Other "IBOR" Risks. The London Inter Bank Offered Rate ("LIBOR") is an estimate of the interest rates to borrow U.S. dollars, sterling, euros and certain other currencies in the London unsecured interbank market and was widely used as a reference for setting the interest rate on loans, bonds, and derivatives globally. On March 15, 2022, the U.S. enacted the Adjustable Interest Rate (LIBOR) Act of 2021 ("LIBOR Act"). The U.S. Federal Reserve (the "Federal Reserve") has adopted the final rule that implements the LIBOR Act, which established certain Secured Overnight Financing Rate ("SOFR")-based benchmark replacements for contracts governed by U.S. law that reference overnight and one-, three-, six- and 12-month tenors of U.S. dollar LIBOR that do not have suitable fallback provisions after June 30, 2023.

A number of a Client's investments may have interest rates with a LIBOR reference. As a result, the transition away from LIBOR could adversely impact the Clients. Whether and how replacement conventions (e.g., SOFR) adopted in the lending and bond markets might affect a Client as investors in floating-rate instruments remains uncertain. For example, replacement conventions may negatively impact a Client's performance by (a) affecting liquidity of a Client's investments in the secondary market and their market value; (b) reducing the interest rate earned by a Client as a holder of such investments (either generally or in certain market cycles) due to the use of a collateralized, overnight rate and credit spread adjustments instead of an unsecured, term rate; or (c) causing a Client to incur expenses to manage the transition away from LIBOR. Also, while many instruments contemplate a scenario where LIBOR is no longer available by providing for an alternative rate-setting methodology and mechanisms to amend the applicable reference rate, and despite the legislative and industry solutions, there remain uncertainties regarding the effectiveness of any such alternative methodologies and solutions. Therefore, a Client may need to renegotiate the terms of credit agreements with certain issuers of investments that utilize LIBOR in order to replace it with the new standard convention that is established, which could result in increased costs for a Client.

Risks Associated with Dependence on TPG Angelo Gordon and Our Personnel. The success of Clients is largely dependent upon us, and there can be no assurance that we or the individuals employed by us will remain willing or able to provide advice to Clients. Further, our performance depends upon certain key personnel. Should any such personnel be in any way incapacitated or cease to provide investment advice as professional staff, Clients' performance can be adversely affected. Our professional staff will devote such time and effort in conducting activities on behalf of Clients as we reasonably determine appropriate to perform its duties. Our professional staff is currently committed to and expects to be committed in the future to providing investment advisory services to Clients and engage in other business ventures in which Clients could have no interest. As a result of these separate business activities, we have actual or potential conflicts of interest in allocating management time, services and functions among Clients and other business ventures or new business.

Operational Risk. Inadequate or failed internal processes, people and systems, or external events can pose a direct or indirect risk when investing. This includes any errors, omissions, systems breakdown, natural disasters, and fraudulent activity, which could cause impact in terms of unavailability of services and potentially resulting in financial losses.

Dependence on Information Systems and Cybersecurity Risks. Our business is highly dependent on information systems and systems failures, breaches or cyberattacks could significantly disrupt our business, which could have a material adverse effect on the results of operations and cash flows of Clients. With the increased use of technologies such as the internet and the dependence on computer systems to perform necessary business functions, Clients, their investments and their service providers may be prone to operational and information security risks resulting from cyberattacks. In general, cyberattacks result from deliberate attacks, but unintentional events may have effects similar to those caused by cyberattacks. Cyberattacks include, among other behaviors, stealing or corrupting data maintained online or digitally, denial-of-service attacks on websites, the unauthorized release of confidential information as well as information that causes operational disruption. Successful cyberattacks against, or security breakdowns of Clients, us (or affiliates), Clients' administrator or other third-party service providers may adversely impact Clients or their investors. For instance, cyberattacks may interfere with the processing of investor transactions, impact a Client's ability to value its assets, cause the release of private investor information or confidential information of a Client, impede Client operations, cause reputational damage, and subject a Client or its assets to regulatory fines, penalties or financial losses, reimbursement or other compensation costs, and/or additional compliance costs. Each Client may also incur substantial costs for cyber security risk management in order to prevent any cyber incidents in the future. Each Client and investors could be negatively impacted as a result. While a Client or a Client's service providers have established business continuity plans and systems designed to prevent such cyberattacks, there are inherent limitations in such plans and systems including the possibility that certain risks have not been identified. Similar types of cyber security risks are also present for issuers of securities or other instruments in which a Client invests, which could result in material adverse consequences for such issuers, and may cause a Client's investment therein to lose value.

Additional Risks Applicable to Investment Categories

In addition to the risks applicable to all investment categories, the specific risks of each category should be considered. The following is a description of the four investment categories across which we manage capital and the material risks involved in investing in each category.

Risks Associated with Investments in Corporate Credit. There are certain risks associated with corporate credit strategies offered by us. Such risks include the risk of nonpayment of scheduled interest or principal payments on a debt investment. Because corporate credit can be debt investments in non-investment grade borrowers, the risk of default may be greater than with other types of debt investments. Interest rate risk is another common risk associated with corporate credit. Interest rate changes will affect the amount of interest paid by a borrower in a floating rate loan, meaning they are correlated with broader interest rate fluctuations. However, this typically has little to no impact on the underlying value of floating rate debt. Certain additional risks associated with corporate credit strategies are listed below:

Investments in Debt Securities and Private Debt Instruments. Clients anticipate investing in debt securities and private debt instruments of unrated or non-investment grade companies, including leveraged loans, high yield bonds, senior secured bank debt, first and second lien loans, mezzanine and mezzanine-related loans, junior loans, subordinated loans, syndicated bridge commitments and unsecured loans. Investments in debt are subject to the ability of the issuer or the borrower to meet principal and interest payments on the obligation and may be subject to price volatility due to such factors as interest rate sensitivity, market perception of the creditworthiness of the issuer or the borrower and the general market conditions. Such risks are greater for investments in non-investment grade, non-rated or lower credit quality debt than for investments in higher rated debt. In addition, private debt instruments have significant liquidity risks and market value risks since they are not generally traded in organized exchange markets but are traded by banks and other institutional investors.

Second-Lien Loans. A Client may acquire and/or originate second-lien or other subordinated loans. In the event of a loss of value of the underlying assets that collateralize the loans, the subordinate portions of the loans may suffer a loss prior to the more senior portions suffering a loss. If a borrower defaults and lacks sufficient assets to satisfy a Client's loan, the Client may suffer a loss of principal or interest. If a borrower declares bankruptcy, the Client may not have full recourse to the assets of the borrower, or the assets of the borrower may not be sufficient to satisfy the loan. In addition, certain of a Client's loans may be subordinate to other debt of the borrower.

Mezzanine or Other Junior Debt. A Client may make junior debt investments that will generally be subordinated to senior loans. Such loans will typically either have junior security interests or be unsecured. As such, other creditors may rank senior to a Client in the event of an insolvency. This may result in an above average amount of risk and loss of principal.

Unsecured Loans or Debt. A Client may invest in unsecured loans that are not secured by collateral. In the event of default on an unsecured loan, the first priority lien holder has first claim to the underlying collateral of the loan. It is possible that no collateral value would remain for an unsecured holder and therefore result in a loss of investment to the Client. Because unsecured loans are lower in priority of payment to secured loans, they are subject to the additional risk that the cash flow of the borrower may be insufficient to meet scheduled payments after giving effect to the secured obligations of the borrower. Unsecured loans generally have greater price volatility than secured loans and may be less liquid.

Borrower Fraud; Breach of Covenant. A Client will typically seek to obtain structural, covenant and/or other contractual protections with respect to the terms of its investments as determined appropriate under the circumstances. There can be no assurance that such attempts to provide downside protection with respect to its investments will achieve their desired effect and potential investors should regard an investment in a Client as being speculative and having a high degree of risk.

Sub-investment Grade and Unrated Debt Obligations Risk. A Client may invest in sub-investment grade debt obligations. Investments in the sub-investment grade categories are subject to greater risk of loss of principal and interest than higher-rated securities and may be considered to be predominantly speculative with respect to the obligor's capacity to pay interest and repay

principal. They may also be considered to be subject to greater risk than securities with higher ratings in the case of deterioration of general economic conditions.

Bankruptcy and Other Proceedings. Investments in companies or other entities involved in bankruptcy proceedings involve a number of significant risks. Many of the events within a bankruptcy litigation are adversarial and often beyond the control of the creditors. While creditors generally are afforded an opportunity to object to significant actions, there can be no assurance that a bankruptcy court would not approve actions that may be contrary to the interests of a Client. Furthermore, there are instances where creditors and equity holders lose their ranking and priority as such if they are considered to have taken over management and functional operating control of a debtor or are regarded as shareholders of the debtor.

Investing in High Yield Debt. Client portfolios may invest in fixed-income securities and other debt obligations which are rated below investment grade or are unrated. These high yield bonds are regarded as being speculative as to the issuer's ability to make payments of principal and/or interest. Investment in such securities involves substantial risk. Issuers of high yield debt are at times highly leveraged or can have difficulty obtaining financing. Therefore, the risks associated with acquiring the securities of such issuers generally are greater than is the case of issuers of higher quality. For example, during an economic downturn or a sustained period of rising interest rates, issuers of high yield bonds are generally more likely to experience financial stress, especially if such issuers are highly leveraged. During such periods, such issuers may not have sufficient revenues to meet their principal and/or interest payment obligations. Therefore, the risk of loss due to default by the issuer is significantly greater for the holders of high yield bonds because such securities could be unsecured and could be subordinated to other creditors of the issuer. There can be no assurance that such events will not occur after the Client purchases a particular security, in which case the Client could experience losses.

Investments in Highly Leveraged Companies. Certain Clients' investments are expected to include investments in issuers whose capital structures may have significant leverage (including, to the extent a Client holds second-lien debt interests, certain debt senior to the Client's). Such investments are inherently more sensitive to declines in revenues, competitive pressures and increases in expenses and interest rates. The leveraged capital structure of such issuers will increase their exposure to adverse economic factors, such as downturns in the economy or deterioration in the condition of the issuers or their industries, and, to the extent a Client holds second-lien debt interests therein, such companies may be subject to restrictive financial and operating covenants in more senior debt instruments and contracts that adversely impact the Client's investments.

Investment in Small and Micro-Cap Companies and Early-Stage Businesses. A Client may from time to time invest in or otherwise be exposed to performance of small and micro-cap companies, including, for example, where the Client provides financing to businesses and management or operating teams spinning out of distressed or forced sellers or other "special situations" issuers. Such investments involve greater risks in many respects than do investments in larger or more seasoned companies.

Special Situations and Distressed Investments Generally. Certain Clients intend to invest in securities and other obligations and assets of companies that are in special situations involving

significant financial or business distress, including companies involved in bankruptcy or other reorganization and liquidation proceedings. Certain Clients may also invest in “event-driven” special situations, such as recapitalizations, spin-offs, litigation, corporate control transactions, corporate events and other catalyst-oriented strategies. Although such investments may result in significant returns to a Client, they involve a substantial degree of risk. The level of analytical sophistication, both financial and legal, necessary for successful investment in distressed assets is unusually high. There is no assurance that a Client will correctly evaluate the value of the assets collateralizing the Client’s investments or the prospects for a successful reorganization or similar action in respect of any company.

Investments in Event-Oriented Situations. The price offered for securities of a company involved in an announced deal can generally represent a significant premium above the market price prior to the announcement. Therefore, the value of such securities held by a Client may decline in the event the proposed transaction is not consummated and if the market price of the securities returns to a level comparable to the price prior to the announcement of the deal.

Risks Associated with Direct Lending. There are special risks associated with direct lending strategies offered by us, such as its middle market direct lending strategy. Certain risks related to such direct lending strategies, which primarily invest in privately negotiated, secured loans, are listed below:

Uni-tranche Senior Secured Loans Risks. A Client may acquire and/or originate a senior secured loan made to a portfolio investment, in which case, it generally shall take a security interest in the available assets of the portfolio investment, which should mitigate the risk that a Client will not be repaid. However, there is a risk that the collateral securing such loans may decrease in value over time, may be difficult to sell in a timely manner, may be difficult to appraise and may fluctuate in value based upon the success of the business and market conditions, including as a result of the inability of the borrower to raise additional capital. In some circumstances, the security underlying a Client’s investment could become subordinated to claims of other creditors. Consequently, the fact that a loan is secured does not guarantee that a Client will receive principal and interest payments according to the loan’s terms, or at all, or that a Client will be able to enforce applicable remedies. In addition, deterioration in the borrower’s financial condition and prospects, including its inability to raise additional capital, may be accompanied by deterioration in the value of the security.

Middle Market Companies Risk. A Client may invest in the debt obligations or securities of middle market and/or less well-established companies. While middle market companies may have potential for rapid growth, they often involve higher risks than larger companies. Middle market companies have more limited financial resources than larger companies and may be unable to meet their obligations under their debt obligations that a Client holds, which may be accompanied by a deterioration in the value of any collateral and a reduction in the likelihood of a Client realizing any guarantees it may have obtained in connection with its investment. Middle market companies also typically have shorter operating histories, narrower product lines and smaller market shares than larger businesses, which tend to render them more vulnerable to competitors’ actions and market conditions, as well as general economic downturns. Less publicly available information may be available about these companies, and they may not be subject to the financial and other reporting requirements applicable to public companies. They are more likely to depend on the

management talents and efforts of a small group of people; therefore, the death, disability, resignation or termination of one or more of these people could have a material adverse impact on the company and, in turn, on a Client. Middle market companies may also have less predictable operating results and may require substantial additional capital to support their operations, finance expansion or maintain their competitive position. They may also have difficulty accessing the capital markets to meet future capital needs, which may limit their ability to grow or to repay their outstanding indebtedness upon maturity. If these companies are private companies, there will not be as much publicly available information about these companies as there is for public companies and such information may not be of the same quality.

Originated Investments Risks. Direct lending Clients' success will generally depend on the ability of us to originate loans on advantageous terms. In originating and purchasing loans, a Client competes with a broad spectrum of lenders, some of which may have greater financial resources than such Client. Increased competition for, or a diminishment in the available supply of, qualifying loans could result in lower yields on such loans, which could reduce returns to a Client's investors. The level of analytical sophistication, both financial and legal, necessary for successful financing to companies, particularly companies experiencing significant business and financial difficulties is unusually high. There is no assurance that we will correctly evaluate the value of the assets collateralizing a Client's loans or the prospects for successful repayment or a successful reorganization or similar action.

Loan Participations and Assignments. A Client may invest in fixed- and floating-rate loans, which investments generally will be in the form of loan participations and assignments of portions of such loans. Participations and assignments involve special types of risk, including credit risk, interest-rate risk, liquidity risk and the risks of being a lender. Participations in commercial loans may be secured or unsecured. Loan participations typically represent direct participation in a loan to a corporate borrower, and generally are offered by banks or other financial institutions or lending syndicates. When purchasing loan participations, the Client assumes the credit risk associated with the corporate borrower and the credit risk associated with an interposed bank or other financial intermediary and may only be able to enforce its rights through the grantor of the participation. In addition, such investment transactions are at risk of invalidation as a fraudulent conveyance under relevant creditors' rights laws. The participation interests in which a Client invests may not be rated by any nationally recognized rating service.

Floating Rate Loans. Floating rate loans incur some of the same risks as other debt securities, such as prepayment risk, credit risk, interest rate risk and risk found with high yield securities. Floating rate loans are subject to the risk that the scheduled interest or principal payments will not be paid. Lower-quality loans (those of less than investment grade quality) involve greater risk of default on interest and principal payments than higher quality loans. In the event that a non-payment occurs, the value of that obligation likely will decline. Generally, the lower the rating category is, the more risky the investment is.

Collateral Risks. The collateral and security arrangements in relation to such secured obligations as direct lending Clients may invest in will be subject to such security or collateral having been correctly created and perfected and any applicable legal or regulatory requirements which could restrict the giving of collateral or security by an obligor, such as, for example, thin capitalization, over-indebtedness, financial assistance and corporate benefit requirements. If a Client's

investments do not benefit from the expected collateral or security arrangements, this could adversely affect the value of or, in the event of default, the recovery of principal or interest from such investments made by such Client. Accordingly, any such a failure to properly create or perfect collateral and security interests attaching to a Client's investments could have a material adverse effect on the performance of such Client, and, by extension, such Client's business, financial condition, results of operations and the value of its interests.

A component of our analysis of the desirability of making a given investment relates to the estimated residual or recovery value of such investments in the event of the insolvency of the obligor. This residual or recovery value will be driven primarily by the value of the anticipated future cash flows of the obligor's business and by the value of any underlying assets constituting the collateral for such investment. The anticipated future cash flows of the obligor's business and the value of collateral can, however, be extremely difficult to predict as in certain circumstances market quotations and third-party pricing information could be unavailable. If the recovery value of the collateral associated with the investments in which a Client invests decreases or is materially worse than expected by such Client, such a decrease or deficiency could affect the value of the investments made by such Client. Accordingly, there could be a material adverse effect on the performance of such Client, and, by extension, such Client's business, financial condition, results of operations and the value of its interests.

Risks Associated with Investments in Structured Credit. Special risks may be associated with a Client's investments in structured credit products, collateralized debt obligations ("CDOs") and synthetic credit portfolio transactions. For example, synthetic portfolio transactions may be structured with two or more classes of tranches that receive different proportions of the interest and principal distributions on a pool of credit assets. The yield to maturity of a tranche may be extremely sensitive to the rate of defaults in the underlying reference portfolio. A rapid change in the rate of defaults may have a material adverse effect on the yield to maturity. Additionally, certain risks related to investments in structured credit, such as residential mortgage-backed securities ("RMBS"), asset-backed securities ("ABS") and commercial mortgage-backed securities ("CMBS"), are listed below.

RMBS Risks. RMBS represent an interest in a pool of residential mortgage loans. Investing in RMBS involves the general risks typically associated with investing in traditional fixed-income securities (including interest rate and credit risk) and certain additional risks and special considerations (including the risk of principal prepayment and the risk of investing in real estate). When market interest rates decline, more mortgages are refinanced, and the securities are paid off earlier than expected. Prepayments also occur on a scheduled basis or due to foreclosure. When market interest rates increase, the market values of mortgage-backed securities decline. At the same time, however, mortgage refinancings and prepayments slow, which lengthens the effective maturities of these securities. As a result, the negative effect of the rate increase on the market value of RMBS is usually more pronounced than it is for other types of fixed-income securities. Further, different types of RMBS are subject to varying degrees of prepayment risk.

The risks of investing in RMBS reflect the risks of investing in real estate securing the underlying loans, including the effect of local and other economic conditions, the ability of tenants to make payments, and the ability to attract and retain tenants. Some RMBS may be backed by non-conforming mortgage loans, which are mortgage loans that do not qualify for purchase by

government-sponsored agencies, such as Fannie Mae and Freddie Mac, because of credit characteristics. Accordingly, such mortgage loans are likely to experience higher rates of delinquency, foreclosure and loss than mortgage loans originated in accordance with Fannie Mae or Freddie Mac underwriting guidelines.

Certain RMBS contain certain credit enhancement features intended to enhance the likelihood that holders of such securities will receive regular payments of interest and principal. There can be no assurance that the credit enhancement, if any, will adequately cover any shortfalls in cash available to make payments on such securities as a result of such delinquencies or defaults. Certain RMBS are subordinated to one or more other senior classes of securities of the same series for purposes of, among other things, offsetting losses and other shortfalls with respect to the related underlying mortgage loans. In addition, in the case of certain securities, no distributions of principal would generally be made with respect to any class until the aggregate principal balances of the corresponding senior classes of securities have been reduced to zero. As a result, the subordinate classes are more sensitive to risk of loss and write-downs than senior classes of such securities.

Certain RMBS will be structured with no significant or any overcollateralization, so their performance will be sensitive to delays or reductions in payments, particularly in the case of subordinated tranches of such securities. To the extent that RMBS provide for write-downs of principal, interest will cease to accrue on the portion of principal of a security that has been written down.

ABS Risks. ABS generally refers to securities backed by assets other than mortgages, mortgage-backed securities or other mortgage-related assets. ABS are structured like mortgage-backed securities, but instead of mortgage loans or interests in mortgage loans, the underlying assets may include, but are not limited to, such items as motor vehicle installment sales or installment-loan contracts, leases of various types of real and personal property, and receivables from credit-card agreements. ABS are subject to many of the same risks as mortgage-backed securities. Each type of ABS also entails unique risks depending on the type of assets involved and the legal structure used. For example, credit card receivables are generally unsecured, and the debtors are entitled to the protection of a number of state and federal consumer credit laws, many of which give debtors the right to set off certain amounts owed on the credit cards, thereby reducing the balance due. ABS typically experience credit risk. For example, there is an increasing supply of subordinated securities rated lower than AA (down to B or first loss) and senior securities that may be rated lower than AAA, as well. There is also the possibility that recoveries on repossessed collateral may not, in some cases, be available to support payments on these securities because of the inability to perfect a security interest in such collateral.

CMBS Risks. CMBS represents an interest in, or an interest secured by, a single mortgage loan or a pool of mortgage loans. Investing in CMBS involves the general risks typically associated with investing in traditional fixed-income securities, in the case of fixed-rate CMBS, and those risks typically associated with adjustable-rate instruments, in the case of floating rate CMBS, which in each case includes interest rate risk and credit rate risk. CMBS also are subject to several risks created through the securitization process. Subordinate tranches of such securities also are subject to greater credit risk. Further, the risks of investing in CMBS involve all of the risks of the underlying mortgage loans, including the credit quality of the underlying loans, decreases in

property values underlying the loans and the risk that borrowers will default on the mortgages underlying the CMBS.

Investing in CMBS often requires us to estimate loss-adjusted yields related to such investments. We expect to value potential CMBS investments based on loss-adjusted yields, taking into account estimated future losses on the mortgage loans included in the securitization's pool of loans, and the estimated impact of these losses on expected future cash flows. Based on these loss estimates, we typically either adjust the pool composition accordingly through loan removals and other credit enhancement mechanisms or leave loans in place and negotiate for a price adjustment. Our loss estimates may not prove accurate, as actual results may vary from estimates. In the event that we overestimate the pool level losses relative to the price a Client pays for a particular CMBS investment, such Client may experience losses with respect to such investment.

Risks Associated with Investments in Real Estate. Clients make direct and indirect investments in real estate and real estate-related opportunities. Certain risks related to direct investments in real estate and real-estate related opportunities are listed below, and similar risks apply to indirect exposure to real estate and real-estate opportunities.

Real Estate Generally. Special risks associated with such investments include changes in the general economic local conditions (such as an oversupply of space or a reduction in demand for space), the quality and philosophy of management, competition based on rental rates, attractiveness and location of the properties, financial condition of tenants, buyers and sellers of properties, quality maintenance, insurance and management services, and changes in operating costs. Real estate values are also affected by such factors as government regulations (including those governing usage, improvements, zoning and taxes), interest rate levels, the availability of financing and potential liability under changing environmental and other laws. In addition, real estate investments are relatively illiquid and as such, our ability to vary a real estate Client's portfolio promptly in response to changes in economic or other conditions will be limited.

Joint Ventures. Certain Clients, particularly in the real estate context, will co-invest with third parties through partnerships, joint ventures or other entities. Such investments will involve risks in connection with such third-party involvement, including the possibility that a co-venturer may have financial difficulties that negatively impact such investment. Further, a co-venturer may have economic or business interests or goals that are inconsistent with those of Clients or may be in a position to take (or block) action in a manner contrary to a Client's investment objectives. In addition, a Client may in certain circumstances be liable for the actions of its third-party partners or co-venturers. In those circumstances where such third parties involve a management group, such third parties may receive compensation arrangements relating to such Investments, including reimbursement of expenses, incentive compensation arrangements and fees payable to such third-party partners or co-venturers, in each case such compensation will not offset Management Fees. Furthermore, such third-party partners or co-venturers may provide services (such as asset management oversight services) similar to, and overlapping with, services provided by the general partner to the Client or other accounts of ours, and, notwithstanding the foregoing, fees attributable to such services will not offset Management Fees.

Commercial Real Estate Risks. Commercial real estate properties are subject to specific risks, including the potential inability of tenants to meet their rental obligations (whether due to poor

operating results, bankruptcy or other reasons), the potential inability to lease a significant amount of space at a property on economically favorable terms, and delays and expenses incurred in dealing with a tenant that defaults on its obligations.

Property Ownership Risks. Risks incidental to the ownership of real property include changes in the property market conditions leading to an oversupply of space or a reduction in tenant demand for a particular type of property or property-related services in a given market; changes in interest rates and the availability of mortgage funds; changes in property tax rates and landlord/tenant or planning laws; credit risks of tenants and borrowers; environmental factors; quality of property available; the ability to maintain the recoverability of service charges and other expenditures and to control the cost of these items; the risk that one or more tenants may be unable to meet their obligations to a real estate Client or that such Client may not be able to lease existing or new properties on favorable terms and the potential illiquidity of property investments, particularly in times of economic downturn. The marketability and value of any properties owned by a real estate Client will, therefore, depend on many factors beyond the control of such Client, and there is no assurance that there will be either a ready market for any of the properties of the Client or that such properties will be sold at a profit or will yield a positive cash flow.

Risks Associated with Investments in Equity. A Client may include an equity component (including warrants or other instruments convertible into equity), which may be part of a senior secured loan or mezzanine loan or on a standalone basis. Equity securities may include common and preferred stocks and warrants, rights and equivalents. As with other investments that a Client may make, the value of equity securities held by the Client may be adversely affected by actual or perceived negative events relating to the Client of such securities, the industry or geographic areas in which the Client operates or the financial markets generally. However, equity securities may be even more susceptible to such events given their subordinate position in a portfolio investment's capital structure. As such, equity securities generally have greater price volatility than fixed income securities or debt instruments.

Investments in Convertible Securities. A Client may invest in convertible securities. Convertible securities include bonds, debentures, notes, preferred stocks or other securities that may be converted into, or exchanged for, a specified amount of common stock of the same or different issuer within a particular period of time at a specified price or formula. A convertible security entitles its holder to receive interest that is generally paid or accrued on debt or a dividend that is paid or accrued on preferred stock until the convertible security matures or is redeemed, converted or exchanged. Convertible securities have unique investment characteristics in that they generally (i) have higher yields than common stocks, but lower yields than comparable non-convertible securities, (ii) are less subject to fluctuation in value than the underlying common stock due to their fixed-income characteristics and (iii) provide the potential for capital appreciation if the market price of the underlying common stock increases.

Risks Associated with Publicly Traded Securities. In certain circumstances a Client's investment portfolio may contain securities and obligations issued by publicly held companies. Such investments may subject the Client to risks that differ in type or degree from those involved with investments in privately held companies. Such risks include, without limitation, greater volatility in the valuation of such companies, increased obligations to disclose information regarding such companies, limitations on the ability of the Client to dispose of such securities at certain times,

increased likelihood of shareholder litigation against such companies' board members, including our investment professionals, and increased costs associated with each of the aforementioned risks.

Investments in Initial Public Offerings. Investments in initial public offerings (or shortly thereafter) may involve higher risks than investments issued in secondary public offerings or purchases on a secondary market due to a variety of factors, including, without limitation, the limited number of shares available for trading, unseasoned trading, lack of investor knowledge of the issuer and limited operating history of the issuer.

Short Selling. A Client's investment strategy may include short selling. Short selling involves selling securities which may or may not be owned and borrowing the same securities for delivery to the purchaser, with an obligation to replace the borrowed securities at a later date. Short selling allows the investor to profit from declines in market prices to the extent such decline exceeds the transaction costs and the costs of borrowing the securities. The extent to which a Client engages in short sales will depend upon its investment strategy and perception of market direction. A short sale creates the risk of a theoretically unlimited loss, in that the price of the underlying security could theoretically increase without limit, thus increasing the cost to a Client of buying those securities to cover the short position. There can be no assurance that the securities necessary to cover a short position will be available for purchase. Purchasing securities to close out the short position can itself cause the price of the securities to rise further, thereby exacerbating the loss.

Activist Strategy. A Client may seek to pursue an activist role in effectuating corporate change with respect to an investment in an issuer. The costs in time, resources and capital involved in such activist investments depend on the circumstances, which are only in part within a Client's control. The expenses associated with an activist investment strategy, including potential litigation or other transactional costs, will be borne by the Client. Such expenses may reduce returns or result in losses.

Item 9—Disciplinary Information

Not applicable.

In the ordinary course of business, we and our related persons are parties to litigation, investigations, inquiries, employment-related matters, disputes and other potential claims.

Item 10—Other Financial Industry Activities and Affiliations

TPG Capital BD, LLC. Our related person TPG BD is a broker-dealer registered with the SEC and a member of FINRA.

For a description of compensation TPG BD and other related persons receive and material conflicts of interest created by our relationships with TPG BD, please see Item 11 below.

Other Investment Advisers. The following investment advisers are related persons of ours:

- TPG Capital Advisors, LLC
- TPG Global Advisors, LLC;

- TPG PEP Advisors, LLC;
- TPG RE Finance Trust Management, L.P.;
- TPG Real Estate Advisors, LLC;
- TPG Solutions Advisors, LLC; and
- AGTB Fund Manager, LLC,

along with their respective relying advisers.

For a description of material conflicts of interest created by the relationship among us and our related advisers, as well as a description of how such conflicts are addressed, please see Item 11 below.

General Partners of Clients. We or an affiliate acts as a general partner or managing member of Client Funds. Absent specific authority, we do not exercise any discretionary authority with respect to an investor’s decision to invest in such Client Funds. For a description of material conflicts of interest created by the relationship among us and the general partners, as well as a description of how such conflicts are addressed, please see Item 11 below.

We provide investment advisory services in the United Kingdom through Angelo, Gordon Europe LLP (“AGE”) and Northwoods European CLO Management LLC (“Northwoods”), which are “relying advisers” of ours. AGE is our wholly owned subsidiary that provides investment management and advisory services in the United Kingdom and is authorized and regulated in the United Kingdom by the Financial Conduct Authority (“FCA”). AGE is listed in Schedule R in Part 1A of our Form ADV as a “relying adviser.”

Northwoods is a Delaware limited liability company and is our wholly owned subsidiary that provides investment advisory services to one or more collateralized loan obligation vehicle(s). This entity is listed in Schedule R in Part 1A of our Form ADV as a “relying adviser.”

Angelo, Gordon International LLC (“AG-Japan”) is our wholly owned subsidiary and is licensed to act as an investment advisor solely to us. AG Japan is registered with the Japanese Financial Services Agency (the “FSA”) and the Kanto Local Finance Bureau (the “KLFB”), and is licensed to provide non-discretionary investment advice to us and for the offer and sale of private investment funds and separate accounts sponsored and managed by us.

Angelo, Gordon Hong Kong Limited is our wholly owned subsidiary. AG HK is registered with The Hong Kong Securities and Futures Commission (“SFC”), and its registered activities in Hong Kong are limited to the offer and sale of private investment funds and separate accounts sponsored and managed by us.

Angelo, Gordon Germany GmbH is our wholly owned subsidiary and participating affiliate of ours, and provides advice solely to us relating to potential investments in Europe and any other geographic region as we may determine.

Angelo, Gordon Asia Co., Ltd., is our wholly owned subsidiary and participating affiliate of ours, and provides non-discretionary advice solely to us.

Angelo, Gordon Netherlands B.V. is our wholly owned subsidiary and participating affiliate of ours, and provides advice solely to us relating to potential investments in Europe and any other geographic region as we may determine.

AGTB Fund Manager, LLC (“AGTB”), is a Delaware limited liability company, and is our wholly owned subsidiary. AGTB was formed to advise one or more advisory clients, each of which will elect to be regulated as a business development company under the Investment Company Act of 1940. AGTB has one BDC client, AG Twin Brook Capital Income Fund.

We do not believe that our relationships with the above-referenced affiliates would negatively impact the Clients when considering the services provided and the compensation paid versus available and potentially comparable providers. We encourage readers to carefully review the conflicts of interest described in “*Item 11 – Code of Ethics, Participation or Interest in Client Transactions and Personal Trading*” below.

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

Code of Ethics

We have adopted a comprehensive Code of Ethics that is applicable to, among others, all of our officers and employees, certain temporary personnel and certain of our affiliates and their officers and employees (collectively, “TPG AG Personnel”). The Code of Ethics, which is designed to comply with Rule 204A-1 under the Advisers Act, establishes guidelines for professional conduct and personal trading procedures, including certain pre-clearance and reporting obligations.

Subject to any restrictions and/or terms set forth in our Code of Ethics, TPG AG Personnel and their families and households will from time to time purchase investments for their own accounts, including the same or similar types of investments as may be purchased or sold by a Client. The Code of Ethics generally permits such transactions only if:

- the transaction is “pre-cleared” by our Chief Compliance Officer or his/her designee; or
- the transaction is exempt from pre-clearance under the Code of Ethics.

The investment policies, fee arrangements and other circumstances of these personal investments often vary from those of the Clients. As our officers, principals and employees typically also make investments in or alongside the Clients, they have conflicting interests with respect to these investments.

Under the Code of Ethics, TPG AG Personnel also are required to file certain periodic reports with the Chief Compliance Officer or his/her designee as required by Rule 204A-1 under the Advisers Act. The records of any such trades by TPG AG Personnel will not be open to inspection by investors. Our management may from time to time implement additional internal policies or

restrictions on trading by TPG AG Personnel and their family/household that are in addition to the requirements of our Code of Ethics.

We will provide a copy of the Code of Ethics to any Client or prospective client upon request.

Participation or Interest in Client Transactions; Related Person Investments

Please see “*Conflicts of Interest*” below for information regarding circumstances in which we or a related person

- recommends to Clients, or buys or sells for Clients’ accounts, securities in which we or a related person has a material financial interest;
- invests in the same securities that we or a related person recommends to Client;
- recommends securities to Client, or buys or sells securities for Client accounts, at or about the same time that we or a related person buys or sells the same securities for our own (or the related person’s own) account; and
- encounters related conflicts of interest.

We, through affiliated entities, and our employees and their related parties make investments and capital commitments to Client Funds. The minimum amount of such investments in Client Funds is generally disclosed to investors in such Clients Funds. Clients participate in trading and investment situations in which we have considered a commitment of our own capital (either directly or indirectly through a capital commitment to Clients). We conduct such activity through our affiliates. In determining whether a particular situation or strategy under consideration by us is appropriate and feasible at a particular time for Clients, we generally consider a variety of factors, including, among others, capital available for investments, the ability to borrow and the cost of borrowed funds, transaction costs, tax consequences, and the liquidity of the investment relative to the needs of each account. There is no assurance that we or our affiliates will hold an interest in every position held by the Clients or us or the contents of its portfolio will be substantially similar to that of Clients.

Conflicts of Interest

As discussed further below, we and our related advisers engage in a broad range of activities, including pursuing investments for the Related Funds, other investment funds and other accounts and providing investment advisory, broker-dealer and other related services to these funds, other accounts and their portfolio investments.

We have a number of related investment advisers (including those related advisers listed in Item 10 and their relying advisers) that focus primarily on different investment strategies or vehicles (collectively, the “Related Advisers”), although such investment strategies overlap with ours. We refer to the funds and accounts managed by the Related Advisers as the “Related Funds.”

In the ordinary course of conducting its activities, the interests of a Client will from time to time conflict with our interests and those of

- other Clients;
- Related Funds;
- Related Advisers; and
- the affiliates of the foregoing.

We describe below certain of these actual, potential or apparent conflicts of interest and how we intend to manage them.

Resolution of Conflicts

As an investment adviser, we will at times have certain conflicts of interest with our Clients and/or the Related Funds. In accordance with our policies and procedures, we seek to resolve conflicts of interest in a fair and equitable manner in compliance with our fiduciary obligations; however, in certain instances the resolution of the conflict could result in us acting on behalf of ourselves, or related persons, or one or more Clients or Related Funds (for example, by foreclosing on loans, putting an issuer into default and/or transacting with an issuer) in a manner that is not in the best interests, or is opposed to the interests, of one or more other Client(s). It could also cause us to forgo taking an action for a Client that would be in the best interest of such Client. Conflict resolution could result in a Client receiving less consideration or a less desirable outcome than it would have otherwise received in the absence of such a conflict of interest.

In addition, in order to minimize such conflicts, it is possible that a Client will avoid making certain investments or taking certain actions that would potentially give rise to conflicts of interest, which could have the effect of limiting the Client's investment opportunities. Alternatively, we might resolve the conflict by adopting a particular strategy (including disposing of an investment earlier than it otherwise would have if no conflict existed), which could result in a different investment outcome than might arise if the Client had adopted an otherwise different investment strategy. In certain circumstances, we and our Related Advisers erect temporary or permanent information barriers to restrict the transfer of non-public information between platforms.

It is possible for us to decline an investment opportunity on behalf of a Client to the extent we determine, in our discretion, that such investment could (i) have reputational considerations for any investors in such Client, us, a Related Adviser or TPG (ii) implicate considerations under our or an investor's environmental, social and corporate governance policy, (iii) to our knowledge, have been the subject of concern or controversy among financial institutions, institutional investors or the public or (iv) give rise to other similar considerations. In certain cases, it is possible that such an investment would be allocated to another Client that has consented to the investment or does not, in our discretion, have such considerations, in lieu of the investment being allocated to such Client.

While we endeavor to resolve all conflicts in a fair and equitable manner, there can be no assurance that our own interests will not influence our conduct and decisions. There can be no assurance that we will identify or resolve all conflicts in a manner that is favorable to the Clients and the Clients' investors may not, subject to any requirements set forth in a Client's Governing Documents, be

entitled to receive notice or disclosure of the actual occurrence of conflicts or have any right to consent to them as they arise.

Potential Conflicts of Interest

The material conflicts of interest that a Client encounters include those discussed below and elsewhere in this brochure. The following summary is not intended to be an exhaustive list of all actual, potential, or apparent conflicts or their potential consequences. Identifying potential conflicts of interest is complex and fact-intensive, and it is not possible to foresee every conflict of interest that will arise during a Client's life. In particular, we expect in the future to identify additional conflicts of interest that currently are not apparent to us or the broader alternative investments industry, as well as conflicts of interest that arise or increase in materiality as we develop new investment platforms or business lines and otherwise adapt to dynamic markets and an evolving regulatory environment. Moreover, we are a related person of the Public Company, and related personnel have duties or incentives related to the interests of the Public Company's stockholders that could differ from, and that could conflict with, the interest of Clients and their investors. Accordingly, as a consequence of the Public Company's status as a public company, we and our personnel may take into account certain considerations and other factors in connection with the management of the business and affairs of a Client that would not necessarily be taken into account if the Public Company were not a public company.

To the extent we identify conflicts of interest in the future, we may, but assume no obligation to, disclose these conflicts and their implications to investors in Clients through a variety of channels, including in subsequent brochures or in other written or oral communications to a Client's advisory committee or investors more generally.

Principal Transactions. Section 206 of the Advisers Act regulates principal transactions among an investment adviser and its affiliates, on the one hand, and the investment adviser's clients, on the other. The Advisers Act generally requires that, when an investment adviser or its affiliate proposes to purchase a security from, or sell a security to, an advisory client (what is commonly referred to as a "principal transaction"), the adviser must make certain disclosures to the client of the terms of the proposed transaction and obtain the client's consent.

In connection with our management of the Clients, we and/or the Clients may, in certain limited circumstances, engage in principal transactions, as described below.

Also, from time to time, our affiliates or those of the Related Advisers, who control, are controlled by or are under common control with us, the Related Advisers and/or our respective affiliates, may provide seed capital to a new Client. In doing so, we, the Related Advisers, and/or our respective affiliates may purchase securities that are later transferred into the Client in exchange for a percentage ownership in such Client. We review such transactions with outside counsel in an effort to ensure that we comply with the requirements of Section 206(3) of the Advisers Act in respect of principal transactions.

We have established certain policies and procedures reasonably designed to comply with the requirements of the Advisers Act as they relate to principal transactions, including that the requisite disclosures be made to the applicable Client regarding any proposed principal transactions, if

required by the Advisers Act or applicable law, and the Client's prior consent to the transaction be received. In addition, the Governing Documents relating to the Clients typically contain additional restrictions on our ability or that of the Clients to engage in principal transactions and disclosures regarding principal transactions that are likely to arise in the operations of Clients.

Participation of TPG BD and Related Entities in Capital Markets Activity. We expect to leverage TPG's internal expertise and infrastructure in structuring and executing a wide array of capital markets transactions across TPG, including those involving Clients and existing, prospective and former portfolio investments of a Client (including their respective affiliates and related entities such as holding companies, subsidiaries and TPG-sponsored continuation vehicles, and other parties to the relevant transaction). Examples of the ways in which TPG does and is expected to deploy its capital markets expertise include:

- Structuring and arranging merger and acquisitions transactions and providing other related transaction advisory services;
- Structuring, executing and at time underwriting initial public offerings, follow-on primary offerings and secondary offerings (including "block trades") and private placements of equity, debt and other securities, including Related Funds and other private funds and secondary securities offerings by a Client;
- Structuring, executing, sourcing, trading, syndicating and at times underwriting high yield and other bonds, preferred securities, hybrid instruments, notes, loans, mortgages, sale leasebacks, receivables, asset-backed securities, other credit instruments and other offerings;
- Originating, structuring, arranging, syndicating, placing and providing loans, credit facilities, asset-based facilities, securitizations, acquisition financings, bridge financings, hedging and similar instruments and financial services (including in respect of portions of the capital structures of issuers in which a Client does not invest), including where such instruments and financial services are in respect of, or subsequently acquired by, a Client or Related Funds;
- Structuring and arranging amendments to existing securities, credit facilities and other instruments;
- Advising, negotiating and structuring liability management transactions;
- Structuring and implementing interest rate, foreign exchange and other hedging or derivative strategies;
- Structuring and executing other similar transactions to finance a Client's acquisition of a portfolio investment or to enable a Client to monetize all or a portion of its interest in a portfolio investment, including the syndication of a TPG-sponsored continuation or co-investment;
- Structuring and executing financing, interim financing and certain "fronting" and "seasoning" transactions and syndications in respect of, or otherwise making

investments that are intended to be of a temporary nature in, any portfolio investment in which a Client invests or intends to invest;

- Structuring, executing, syndicating and placing interests held by a Client in a portfolio investment to one or more Related Funds (and *vice versa*);
- Providing any other loan servicing, collateral agent, administrative agent and other similar services;
- Providing strategic and capital markets advice with respect to any of the foregoing transactions (including in connection with mergers and acquisitions, recapitalizations, refinancings and restructurings); and
- Providing any other capital markets or other services that a third party may render to or with respect to a Client or an existing, prospective or former portfolio investment and/or their affiliates or related entities.

We expect that the types of capital markets services TPG provides will evolve and expand in light of market developments and industry trends. TPG may in the future acquire an interest in or establish other businesses and service providers that will also be entitled to fees from a Client and portfolio investments in which a Client invests and/or to other parties participating in transactions with a Client; such fees will also not offset the Management Fees payable to us by a Client.

TPG's registered broker-dealer TPG BD and related entities typically receive compensation for the services they provide in connection with these capital markets and other activities, including but not limited, to those listed above. The compensation may take a variety of forms, including, for instance:

- A portion of the commission or discount paid to the investment banks that underwrite a securities offering;
- A fee or other compensation for arranging the syndication or placement or origination of debt financing for a Client and/or one or more Related Funds or other co-investors (including transactions where TPG and/or a Client originates and participates out a funded and/or unfunded portion of a loan to a co-investor); or
- A fee for facilitating the efficient execution by a Client of a "block trade" or other secondary sale to monetize its direct or indirect interest in a pre-IPO or publicly traded portfolio investment.

Depending on the nature of the transaction, a Client, one or more holding entities, the portfolio investment, TPG-sponsored continuation vehicles, co-invest vehicles or other parties to the transaction will pay the fee to TPG BD (or a related entity). Where legal and regulatory circumstances permit, including outside the U.S., other TPG affiliates may perform such capital markets services and receive compensation for the provision of such services.

TPG BD (or a related entity) expects to also receive transaction fees and other upfront consideration or other similar fees from borrowers or other persons in connection with investments made by a Client or, if applicable, from other holders of the investment or in connection with the

syndication of part of an investment. Such fees and consideration in connection with an investment comes in various forms, including documentation fees, structuring fees, closing fees, underwriting fees, arrangement fees, loan origination fees, collateral fees, directors' fees, consulting fees, advisory fees, management fees, monitoring fees, agency fees or original issue discount built into the price of the investment.

TPG BD (or a related entity) expects to participate in the origination, arranging, execution, underwriting or structuring of debt financing for a Client or fund-related entities, in which case it would receive loan origination fees, arranging fees, structuring fees, underwriting fees, agency fees and/or similar fees or original issue discount for such services. Where such financing is obtained through a debt (or debt and equity) security issuance by any special purpose vehicle or other entity established to facilitate such financing by a Client, TPG BD (or a related entity) could receive fees in connection with the placement or syndication of such securities. In connection with selling portfolio investments by way of a public offering of such investments, TPG BD (or a related entity) could act as the managing underwriter or a member of the underwriting syndicate in respect of such offering on a firm commitment basis. TPG BD (or a related entity) could also, on behalf of a Client, effect transactions, including transactions in the secondary markets where TPG BD (or a related entity) is also acting as a broker or other advisor on the other side of the same transaction (such transactions are generally known as "agency cross transactions").

TPG BD (or a related entity) expects to also provide loan services to a Client and/or Related Funds that invest in loan participations or to portfolio investments in which they invest or to lending syndicates in which they participate and will generally be entitled to servicing fees and expense reimbursements for such activities. Such services are expected to include loan sourcing, loan due diligence and general servicing or administration services relating to loan portfolios.

TPG BD (or a related entity)'s syndication services are expected to include, among other things, identifying potential third-party investors (including potential co-investors, syndicate participants and/or financing counterparties), assisting in structuring the transaction so that it will be more marketable to third-party investors and/or financing counterparties, preparing marketing materials, performing outreach, executing on a syndication and sell-down strategy, arranging financing and providing post-closing support to Related Funds. These services could be required (and TPG BD (or a related entity) will be compensated for providing them) even in situations where ultimately there is no allocation, syndication, sell-down to third-party investors or financing (for example, when it is unclear at the outset of negotiating a transaction whether Related Funds have sufficient internal capacity (or demand) to provide the full amount of the financing sought by the counterparty).

In connection with providing services to Related Funds, including a Client and/or in respect of their potential, former or existing portfolio investments, TPG BD (or any other TPG-affiliated services provider) will receive fees, other compensation or reimbursements for costs or expenses. Any such fees, compensation or reimbursements TPG receives (through TPG BD or otherwise) directly or indirectly for providing the services described above (whether in cash, warrants or other securities or instruments, or in the form of discounts or rebates or otherwise) will not, in accordance with the Governing Documents, be shared with a Client or offset the Management Fee or any other compensation payable to us or require the approval of an advisory committee or any independent third party, or the consent of the investors. The compensation described above will be retained by,

and for the benefit of, TPG BD or such other TPG-affiliated service provider. Accordingly, neither a Client nor any investor of a Client will receive any benefit from such fees, other compensation or reimbursements. For the avoidance of doubt, the foregoing will apply in the event such services are provided by TPG affiliates that are not specifically identified herein, that are established by TPG in the future or in which TPG subsequently acquires an interest.

While we believe that our internal capital markets capabilities help maximize value for Related Funds, our ability to utilize TPG BD (or a related entity) in connection with the foregoing transactions gives rise to conflicts of interest. In general, we have an incentive to retain, or to exercise its control or influence over a portfolio investment's management team or other participant so that it retains TPG BD (or a related entity) or otherwise transacts with TPG BD (or a related entity) instead of other unaffiliated broker-dealers or counterparties. For instance, TPG BD (or a related entity) could take the place of another investment bank in the syndicate underwriting a securities offering, debt placement or act as the sole or lead financial institution on a transaction instead of a third-party bank (including banks that were previously retained by predecessor funds and other Related Funds for similar transactions). When involved in a particular transaction, TPG BD (or a related entity) has the incentive to seek higher fees or other favorable terms from a Client, its portfolio investment or other counterparties, as well as to structure a transaction so that it benefits certain investors or other third parties that are of strategic importance. For example, TPG BD (or a related entity) could influence the placement of portfolio investment securities or debt instruments so that investors who are sizeable limited partners in multiple Related Funds or that pay TPG BD (or a related entity) a placement fee, receive an allocation ahead of others. TPG BD (or a related entity) could likewise place such securities or instruments with another Client or Related Fund or vehicle (and receive compensation for such placement), which would give rise to similar and additional conflicts. Similarly, we could place with a Client (and receive compensation for such placement) securities or instruments related to a portfolio company of one or more other Related Funds. To the extent that our capital markets personnel face competing demands for their time and attention, TPG has an incentive to devote its limited capital markets resources to portfolio investments and transactions that would generate the highest fee for TPG BD (or related entities) or otherwise benefit TPG. TPG employees who provide capital markets services are under no obligation to prioritize the interests of a Client or its investors in determining how to allocate their time across various projects within TPG. In certain circumstances, where TPG BD (or a related entity) is participating in underwriting and financing transactions, it could be doing so as lead or sole arranger or lead or sole underwriter, in which case it will be responsible for negotiating and establishing the relevant fees and other payments charged to a Client and/or a Client's portfolio investments. In connection with any transaction involving a Client where TPG BD (or a related entity) is receiving the compensation described above, we will receive higher total compensation than they would in a compensation structure that does not contain deal-related compensation or for which such compensation would be offset. As a result, a conflict of interest exists because we and our affiliates have a financial incentive to originate investments besides the incentives associated with a management fee and performance compensation. The fee potential inherent in a particular investment or transaction could be viewed as an incentive for us to seek to refer, allocate or recommend an investment or transaction to a Client. In addition, a Client could be prevented from participating in an investment as a result of TPG BD (or a related entity) participating in such underwriting or financing transactions. Furthermore, TPG may be incentivized to allocate investments to Related Funds in which such fees do not offset the management fee payable in such Related Fund. Where TPG BD (or a related

entity) serves as underwriter with respect to an issuer's securities, a Client could be subject to a "lock-up" period following the offering under applicable regulations or agreements during which time its ability to sell any securities that it continues to hold is restricted. This would prejudice a Client's ability to dispose of such securities at an opportune time.

In addition, other actual or potential conflicts of interest in connection with the foregoing transactions include:

- whether the TPG BD (or a related entity) engagement, including amount of fees or other economics to be paid or received, is on terms that are not materially less favorable than terms that could be obtained from a third party with commensurate skill, expertise or experience (to the extent applicable);
- the portfolio investment viewing the total amount of fees and interest paid for or in connection with the financing (or similar instrument) as one overall category of remuneration, and therefore not seeking to negotiate the quantum of fees to be paid to TPG BD (or a related entity), which could result in reduced fees or other compensation and/or less attractive investment terms for a Client;
- an incentive to pursue investment opportunities with greater fee opportunities for TPG BD (or a related entity), whether as a percentage of the investment size or absolute dollar amount, which could adversely impact the sourcing, diligence and approval process by us for a Client; or
- the under- or over-commitment of certain Related Funds, and/or the inclusion or exclusion (in whole or in part) of certain Related Funds from such investment opportunity, as a means to ensure the payment of such revenue.

In addition, TPG BD (or a related entity) could, as a consequence of its activities or in the course of trading for its own account, hold positions in instruments and securities issued by a Client's portfolio investments, enter into obligations to acquire such instruments or securities, and engage in transactions that could be appropriate investments for a Client.

Moreover, circumstances could arise where following a Client's investment in a portfolio investment, such issuer becomes distressed and the participants in the relevant offering have a valid claim against the underwriters of the relevant offering. Such underwriters could include TPG BD (or a related entity), in which case, a Client would have a conflict in determining whether to sue such underwriters. Where such underwriters include non-affiliated broker-dealers, a Client will also have a conflict in determining whether to bring a claim because of concerns regarding the relationships of TPG with such non-affiliated broker-dealers, which could relate to and otherwise benefit other Related Funds and/or TPG and its proprietary entities and not a Client.

While not expected to materially adversely impact a Client in a direct manner, the involvement of TPG BD (or a related entity) in an investment opportunity could give rise to various actual or apparent conflicts for other Related Funds, including (i) causing a lending-related investment opportunity to be treated as an affiliate loan origination (from a tax perspective) and thereby restricting the ability of certain types of Related Funds to participate, (ii) seeking to avoid allocation of these investment opportunities to Related Funds where investor consents and/or

management fee offsets are required and (iii) potential screening bias against potential investment opportunities that do not include TPG BD (or a related entity) fee component.

TPG BD acts as placement agent in respect of investment funds that are sponsored and managed by third-party investment managers, including funds that may compete with a Client or Related Funds. In providing such services to, or with respect to, a competitor fund or company, TPG BD will not take into consideration the interests of the relevant portfolio investments or Related Funds.

We generally will evaluate any capital markets transactions on a case-by-case basis to address any such conflicts. Transactions involving a Client and TPG BD are also reviewed with regard to the appropriateness of the transaction and any fiduciary obligations.

Financings by TPG. Subject to the express provisions of a Client's Governing Documents, we, TPG or one of our affiliates is permitted to act as lender to a Client, including to enable a Client to make investments, so long as any such loans are made on market terms and conditions no less favorable to a Client than those available from unaffiliated third parties. For example, this may arise to the extent that a Client has not established a subscription facility or a Client is not able to incur sufficient borrowings under a subscription facility to make an investment.

If we, TPG or one of our affiliates participates as a lender in borrowings by a Client or any subsidiary (including an investment entity), TPG's interests may conflict with the interests of a Client or the applicable investments. In this situation, a Client's assets may be pledged to such TPG entity as security for the loan. In its capacity as a lender, the relevant TPG entity may act in its own interest, without regard for the interests of a Client, the investments or the investors, which may materially and adversely affect a Client, any subsidiary or investment entity and, in certain circumstances such as an event of default, ultimately may result in realization of a Client's or an investment's assets and a loss of the entire investment of the investors. In addition, if we or any of our affiliates is a party to a transaction or an agreement with a Client or an investment to provide services or financing to a Client or such investment or is a lender to a Client or any of its portfolio investments, a Client's general partner will have the sole right to, through or on behalf of a Client, either (i) take any action to implement the agreement, enforce any provisions thereof or any rights of a Client thereunder, terminate the agreement pursuant to any right of termination provided in such agreement, give required notices or give or make any approval, consent, decision or waiver under such agreement or (ii) nominate a third party to approve any action or inaction to be taken with respect to any such related party transaction or agreement.

Third-Party Placement Agents. We may enter into arrangements with third parties to raise capital for a Client. Such third-party placement agents will likely receive placement fees and/or other compensation (the "Fees") for providing solicitation and other services with respect to certain investors that directly and/or indirectly invest in a Client, and such Fees are generally based upon the size of an investor's capital commitment to a Client, although such fees also have the potential to include flat fees and bonuses. The Fees typically are expected to be paid by an affiliate of the applicable general partner. As a result of the Fees, placement agents have a significant economic incentive to solicit investors to invest in the Clients, resulting in a material conflict of interest. Placement agents also seek to do business with and earn fees or commissions from the general partners and/or their affiliates, as well as with other third-party fund sponsors that may have similar or different investment objectives from the Clients. Examples of such business include placement,

underwriting, investment banking, lending, consulting, advisory, valuation, personal banking and/or asset management. Accordingly, potential investors should recognize that a placement agent's participation as placement agent for interests in a Client potentially will be influenced by its interest in such current or future fees and commissions, including differentials in the placement fees that are offered by us or other third-party fund sponsors for which the placement agent acts as placement agent. We also reserve the right to allow placement agents and their personnel to invest in a Client, Related Funds and/or their respective portfolio investments, including on preferential economic terms, which gives rise to potential conflicts of interest.

Allocation of Investment Opportunities. Certain investment opportunities are appropriate for multiple different Clients and Related Funds. Subject to a Client's Governing Documents and our obligations to act in a manner we consider fair and equitable over time and under the circumstances as discussed further below, we are not under any obligation to offer investment opportunities of which we become aware to a Client, share with or inform a Client of any investments before offering such investments to other Clients or Related Funds. Furthermore, TPG is expected to make certain investments on behalf of other Related Funds without offering the investment opportunity to, or making any investment on behalf of, a Client, and we expect to make certain investments on our own behalf without offering the investment opportunity to a Client (and we will not generally be required to disclose or seek consent from an advisory committee for any such investments). Affirmative obligations may arise in the future whereby we are obligated to offer certain investments to Related Funds before or without offering those investments to a Client. In addition, we expect to make investments on behalf of a Client in securities or other assets that we have declined to invest in for, our own account, the account of any of our affiliates, other Clients or Related Funds.

Clients and Related Funds are generally subject to contractual investment allocation requirements, such as "duty to offer" provisions or clauses stipulating a specified allocation for certain types of investments. Certain Clients and Related Funds have "duty to offer" provisions, and these provisions are customized for each Client and Related Fund in light of its mandate. These provisions typically carve out certain types of investment opportunities, including follow-on investments or dispositions by other Clients or Related Funds. In certain cases, these "duty to offer" provisions will give a Client or Related Fund contractual priority over certain investments even though such investments may fall within the "duty to offer" provisions or investment objectives of other Clients or Related Funds.

A Client's Governing Documents may not impose on us a "duty to offer" to a Client any potential investment opportunity, meaning we have no obligation to pursue through the Client (as opposed to another Client or Related Fund or us or TPG and/or its affiliates) an opportunity that fits within a Client's investment objective. If we determine that an opportunity is suitable in whole or in part for one or more other Clients and/or Related Funds, we may offer that opportunity to such other Client(s) and/or Related Fund(s) before offering it to a Client, and such Client will participate only after such other Client(s) and/or Related Fund(s) have received its or their suitable and/or contractually required allocations, as determined by us in our sole discretion. In addition, we may determine that an investment is suitable for another Client and/or Related Fund, taking into account the investment objectives or other relevant provisions of the limited partnership or equivalent agreement or marketing materials of such Client and/or Related Fund, even where such other Client and/or Related Fund does not have a contractual "duty to offer" with respect to such

investment. Similarly, we may determine that an investment in a portfolio investment should be made on behalf of us, TPG or its affiliates (for their own account) or would be more appropriate as a business combination with us, TPG or its affiliates, even where such investment is suitable for a Client (see “*Conflicts Related to Strategic Transactions*”).

We will face certain conflicts of interest in allocating investment opportunities among Clients and Related Funds, particularly with respect to such Clients and Related Funds whose investment strategies overlap with one another and/or have differing economic incentives. We will act in a manner that we consider in good faith to be fair and equitable under the circumstances, and in accordance with our then-current allocation policy and their contractual obligations, in allocating investment opportunities that are suitable to a Client, as determined by us in our discretion, taking into consideration tax, legal, regulatory, investment guideline or other considerations, which may include, but are not necessarily limited to, the following: (i) whether the risk-return profile of the proposed investment is consistent with the fund or account’s objectives; (ii) differences in investment mandates; (iii) each fund’s or account’s targeted rate of return and hold period; (iv) the prospective investment’s geography, nature of its business and scale; (v) diversification requirements, expected future capacity, portfolio composition and amount of capital available for investment by each fund or account as well as each fund’s or account’s projected future capacity for investment; (vi) the size of the investment opportunity; (vii) anticipated holding period of the prospective investment; (viii) the suitability as a follow-on investment for a current investment of a fund or account; (ix) the availability of other suitable investments for each fund or account; (x) risk considerations; (xi) cash flow considerations; (xii) asset class and attribution’s restrictions; (xiii) industry and other allocation targets; (xiv) minimum and maximum investment size requirements; (xv) legal, contractual or regulatory constraints that would or could limit a fund, vehicle or account’s ability to participate in a proposed investment; (xvi) any other relevant terms and conditions and limitations imposed by or conditions set forth in the relevant offering documents and limited partnership agreements (or analogous organizational documents) of each fund, account and investment vehicle (including any requirements to offer a specific percentage of a relevant investment opportunity to a particular fund or account or other similar priority allocation requirement); (xvii) the potential for the proposed investment to create an imbalance in the fund’s or account’s portfolio; (xviii) the liquidity requirements and reserves of the fund or account; (xix) the available capacity for less liquid investments in a particular fund or account; (xx) tax consequences; (xxi) the need to re-size risk in the fund’s or account’s portfolio; (xxii) opportunities sourced by a Related Adviser on another side of a permanent information barrier and/or principles of portfolio management and investment objectives and strategies; and (xxiii) other factors that we determine in its discretion to be relevant under the circumstances and that may change from time to time. Such factors will likely vary over time and on a case-by-case basis and, in exercising allocation discretion, we may make allocation decisions that, in retrospect, were based on imperfect information, or often accord greater weight to only a few factors or a single factor considered. Investors should not assume that an investment opportunity that may be appropriate for a Client will necessarily be offered to a Client. In addition, we expect our allocation principles, and procedures more generally, to change over time, including during a Client’s commitment period. For example, we have and could continue to establish allocation criteria to apply more mechanically to particular categories of investment. We do not intend to notify investors of any changes we make to our allocation policies, procedures or principles. We cannot assure and assume no responsibility for equality among Clients. There is no assurance that all Clients will hold the

same investments or perform in a substantially similar manner as other Clients with similar strategies under our management.

The application of our allocation policy is a fact-intensive exercise. While we base our allocation decisions on the information available to us at the time, this information could prove, in retrospect, to be incomplete or otherwise flawed. Furthermore, the weight we ascribe to certain considerations will evolve over time in response to, among other things, changes in market conditions, the competition we face for investments and the mix of opportunities available. The allocation of opportunities requires us to make subjective judgments. Any such judgments and their application involve inherent conflicts and risks that assumptions regarding investment opportunities will not ultimately prove correct and accordingly, there can be no assurance that our subjective judgments will prove correct in hindsight.

We may decline an investment opportunity on behalf of a Client to the extent we determine, in our discretion, that such investment may (i) have reputational considerations for the investors, us or a Client, (ii) implicate considerations under TPG's environmental, social and corporate governance policy, (iii) trigger excuse or exclusion rights of one or more investors, (iv) to our knowledge, have been the subject of concern or controversy among financial institutions, institutional investors or the public, (v) result in an actual, potential or apparent conflict of interest or (vi) give rise to other considerations. In certain cases, such an investment may be allocated to a Related Fund that has consented to the investment or does not, in our discretion, have such considerations, in lieu of the investment being allocated to a Client.

As described further in *"Conflicts Arising from Activities of the Capital Advisors Vehicles and Related Funds; Information Barriers"* and *"Conflicts Arising from Other Investment Activities of the Clients and Related Funds - Walled-Off Businesses"* below, upon the consummation of TPG's acquisition of Angelo Gordon, we established the TPG AG Information Barrier. While the TPG AG Information Barrier is in place, we will generally not have access to information about TPG's "walled-off" funds and their investments, and we, a Client and Related Funds (if any) on the same side of the TPG AG Information Barrier as a Client are generally expected to be subject to the allocation policies within our platform and not TPG's broader allocation policies and procedures (and vice versa). Accordingly, for so long as such barrier is in place, it should not be assumed that Clients will be allocated any opportunity sourced by any Related Adviser on the other side of the TPG AG Information Barrier. In addition, any "walled-off" businesses and their dedicated personnel are generally authorized to make investments without regard to a Client's investment allocation provisions or the procedures described above. In the absence of information barriers, certain Clients could be restricted from making certain investments, or certain investments suitable for and/or sourced by us or our affiliates for a Client may instead be allocated to other Related Funds (and vice versa). These restrictions could materially limit the universe of available investments to certain Related Funds and, in turn, the returns received by the investors therein.

We have significant discretion in allocations of investments to a Client, and as a result of other Clients' priority rights (and/or Related Funds currently on the other side of the TPG AG Information Barrier in the event such barrier is removed), it is possible that a Client may not be offered the opportunity to participate in certain investment opportunities, and participation by a Client in such opportunities may be limited or curtailed to the extent required by the priority rights of such other Clients. In addition, our allocation of investment opportunities among Clients will

result in the allocation of all or none of an investment opportunity to one or more Clients (including in connection with follow-on investments), or a disproportionate allocation among Clients, with such allocations being less advantageous to a Client relative to one or more other Clients receiving such allocation. In addition, because the decision to pursue an investment opportunity and whether an investment is suitable for a Client lies within our discretion, it is possible that a Client may not be given the opportunity to participate in certain investments made by other investment vehicles or accounts even in circumstances where we are not required to give a priority investment allocation to such investment vehicles or accounts. We typically aggregate orders or elect not to aggregate orders for a particular Client with orders for other Clients, notwithstanding that the effect of such aggregation or lack thereof can operate to the disadvantage of some Clients.

From time to time, certain investment opportunities involve interests in portfolio investments of one or more Clients that are part of a restructuring or similar transaction. In such instances, investors in the Clients involved in such a transaction are typically given priority rights to roll over their existing interests or otherwise reinvest in such investment opportunities (for instance, through a newly formed “continuation fund”). As a result, other Clients may not be allocated all or any portion of such an investment opportunity, even if such opportunity falls within a Client’s investment objectives or strategy.

In making an allocation decision, additional potential conflicts of interest are expected to arise. Specifically, because certain Clients have different fee, expense and compensation structures, we have an incentive to allocate an investment opportunity to the Clients that would generate a higher fee or more carried interest. In addition, our professionals will generally participate indirectly in investments made by the funds in which they invest (see “*Conflicts Arising from Interests of Our Professionals in the Clients and Related Funds*”). There is also a possibility TPG employees will invest in opportunities we decline for Clients. Because the decision to pursue an investment opportunity and whether an investment is suitable for a Client lies within our discretion, it is possible that a Client may not be given the opportunity to participate in certain investments made by other investment vehicles or accounts even in circumstances where we are not required to give a priority investment allocation to such investment vehicles or accounts. We do not explicitly take such considerations into account in making allocation decisions and expect that our procedures and principles will help mitigate the risk that these incentives implicitly influence our allocation decisions.

Allocation of Co-Investment Opportunities. Throughout the life of a Client, we will have the option to offer investors or third parties (including investors in other Clients and/or Related Funds) the opportunity to invest alongside a Client, or “co-invest,” in an investment a Client is making either directly or through a TPG-controlled vehicle established to invest in one or more co-investment opportunities, and there is no guarantee that any investor will be offered any such co-investment opportunities. With respect to investors, the situation generally arises when the amount of capital necessary to complete a transaction exceeds the amount we determine is appropriate for a Client, after taking into account additional capital to be contributed by other TPG funds and any:

- co-underwriters;
- co-sponsors (including other third-party managed pooled investment vehicles in which TPG or its affiliates, or TPG professionals personally, may hold an interest);

- Senior Advisors (and the funds they manage);
- TPG AG Personnel and other affiliated personnel; and
- other parties or consultants that assisted in sourcing or completing the transaction or that provide other strategic value.

We have complete discretion to determine to whom we will offer and award co-investment opportunities and investors who have expressed an interest in co-investment opportunities may not be allocated any co-investment opportunities or may receive a smaller amount of co-investment opportunities than the amount requested. In particular,

- we expect to give co-investment opportunities to:
 - Senior Advisors (and the funds they manage),
 - investors,
 - investors in other Related Funds,
 - prospective investors in one or more Related Funds,
 - consultants,
 - advisors,
 - strategic partners, and
 - other third parties;
- we are under no obligation to offer to investors any co-investment opportunities;
- we can offer co-investment opportunities selectively to some investors, and not offer them to all investors (including offering certain investors “programmatic” co-investment rights that are either in consideration of an “anchor” or other early commitment made by an investor to a Client or conditioned on such investors making capital commitments to one or more other Related Funds, including of a certain minimum amount);
- allocations of co-investment opportunities between investors will not correspond to their *pro rata* interests in a Client;
- we are authorized to offer certain investors preferential access to co-investment opportunities on a deal-by-deal, systematic or other basis (for example, by granting an investor either the right to co-invest in each investment that meets specific criteria or a certain amount of co-investment opportunities over the life of a Client or a certain portion of each co-investment opportunity that is offered to investors), including in connection with broader strategic relationships or other arrangements where investors agree to invest in a Client and/or Related Funds (see “*Diverse Membership*”);

- we have formed and expect to continue to form, dedicated multi-investment co-investment vehicles (including those over which we have investment discretion) to invest alongside one or more Clients and/or one Related Funds, which vehicles are not considered subsequent funds and can be formed at any time in our sole discretion;
- we are authorized to form vehicles to pursue opportunities on behalf of co-investors with a particular sector or other strategy focus; and
- we are authorized to enter into any non-binding acknowledgements of interest in co-investment opportunities provided to any investors that do not require us to notify the recipients of such acknowledgements if there is a co-investment opportunity.

While the criteria we use in making discretionary co-investment decisions vary from opportunity to opportunity, in our view, the most important factors are:

- certainty of funding—that is, whether the potential co-investor has the financial resources and ability to provide the requisite capital that fits the need of the investment (taking into account the amount of capital needed as well as the maximum number of investors that can realistically participate in the transaction) in a timely fashion within the required timeframe of the particular transaction;
- certainty of execution—that is, the sophistication and experience of the potential co-investor and its ability to promptly respond to and complete a co-investment opportunity, including if any investor has granted us investment discretion in respect of its co-investments or has committed to any non-discretionary co-investment vehicles;
- any contractual obligations to provide co-investment opportunities and related remedies and rights to any person or persons, any other contractual requirements related to the allocation of co-investment opportunities or whether we have previously expressed a general intention to seek to offer co-investment opportunities to any potential co-investor(s);
- the size of the potential co-investor’s actual or proposed commitment to a Client (or Related Funds) and to be held in the underlying investment as a result of a Client’s investment (which is likely to be based on the size of the potential co-investor’s capital commitment and/or investment in such Client) and the anticipated importance of the potential co-investor to future TPG fundraising campaigns, including whether such person has demonstrated a long-term and/or continuing commitment to the potential success of TPG and/or its funds;
- the ability of the potential co-investor to invest in potential follow-on investments in respect of the co-investment opportunity;
- any economic arrangements with the potential co-investor, including the payment of any fee, carried interest and/or other compensation to TPG;

- the likelihood that the potential co-investor would require governance rights that would complicate or jeopardize the transaction (or, alternatively, whether the potential co-investor would be willing to assume a more passive role in such co-investment opportunity);
- the tax profile of the potential co-investor and the tax characteristics of the co-investment opportunity;
- whether the potential co-investor has any existing position in the co-investment opportunity;
- the ability of the potential co-investor to make a meaningful contribution to the transaction, such as in sourcing or completing the transaction or providing operational skills or insight; and
- the overall strategic benefit to the transaction, a Client or TPG of offering a co-investment opportunity to the potential co-investor.

Other criteria, among others and without limitation, that will, from time to time, be relevant include:

- whether a potential co-investor has expressed an interest in evaluating co-investment opportunities;
- the expertise of the potential co-investor with respect to the geographic location, business activities, asset class or industry of the prospective target portfolio investment;
- the investment objectives and existing portfolio of the potential co-investor;
- the legal or regulatory constraints to which the proposed investment is expected to give rise;
- any foreign direct investment considerations (including the Committee on Foreign Investment in the U.S. (“CFIUS”));
- the reporting, public relations, competitive, confidentiality or other issues that can also arise as a result of the co-investment;
- whether a potential co-investor has a history of participating in co-investment opportunities with us;
- contractual requirements with respect to any particular prospective co-investors and;
- any other facts, factors or circumstances that we deem appropriate or relevant.

We expect that these factors will lead us to favor some potential co-investors over others with respect to the frequency with which we offer them co-investment opportunities. We also expect

to allocate certain co-investors a greater proportion of an investment opportunity than others as a result of these factors.

For certain Clients, the Governing Documents permit us to offer TPG AG Personnel and other affiliated personnel the opportunity to co-invest in such portfolio investment a certain set percentage of the relevant Client's investment (which, for this purpose, includes any co-investment vehicles, side-by-side separate accounts and lockstep vehicles). Additionally, we expect any such co-investment to be free of advisory fees and carried interest and to be undertaken on a programmatic basis (i.e., across portfolio investments in certain sectors or regions). While we believe this co-investment arrangement helps align the interests of TPG AG Personnel and other affiliated personnel with those of the Client investors, this arrangement also gives rise to conflicts of interest. For example, TPG AG Personnel would have an incentive to focus on creating value in the portfolio investments in which such TPG AG Personnel made co-investments, even if it would be in a Client's interest for such TPG AG Personnel to prioritize other portfolio investments that would be more significant drivers of overall Client returns. Moreover, we reserve the right to enter into agreements with certain Senior Advisors and other consultants, advisors, strategic partners and other third parties that require us to preferentially offer them (or the funds they manage) on a systematic basis co-investment opportunities. The exercise of these co-investment rights will limit the size of investment opportunities available to the Clients and the amount of co-investment opportunities available to other potential co-investors. We would also expect the future formation by us of other Clients and Related Funds (including industry-, geography- or strategy-focused side cars) to reduce the amount of co-investment opportunities available to the Client investor.

Co-investments will not necessarily be made on the same terms as a Client's investment in a portfolio investment. For example, co-investors could pay management fees and carried interest in connection with co-investments at a lower rate than the investors, or pay none at all. Any portfolio, transaction, monitoring or other similar fees received by us in respect of a co-investor's or other investor's allocable or attributable *pro rata* portion of an investment will not offset the Management Fees payable by a Client's investors. Co-investors may acquire their interest in the portfolio investment at the same time as a Client or TPG, as applicable, but often purchase their interest from a Client after the Client has consummated the investment. Co-investors, which may include a TPG-controlled co-invest vehicle (including TPG-controlled co-invest vehicles over which we exercise discretion), may also, without the approval of an advisory committee or the consent of the investors, acquire an investment in a portfolio investment in connection with a follow-on investment in such portfolio investment without having participated in the initial investment in the portfolio investment. In any case, potential co-investors typically do not bear the same costs or expenses as those borne by the Client, such as any broken deal expenses (such as reverse termination fees, transaction costs, extraordinary expenses such as litigation costs and judgments and other expenses) of investments that are not consummated (even if such co-investors would have borne their proportionate share of any transaction expenses had the investment been consummated) (see *Allocation of Fees and Expenses for Broken Deals* for a further discussion of broken deal expenses), profits interests or advisor fees, and are not generally subject to the same risks to which a Client is throughout the investment process. For example, while co-investors will benefit from the involvement of advisors in transactions related to a portfolio investment, a Client may bear the full cost of any profits interest or advisor fees paid as compensation to such advisor. When co-investors purchase their interest from a Client or TPG, as applicable, after a Client has

consummated the investment, we determine the price paid by co-investors in our discretion; provided, that, if purchased from a Client, any such sale shall be consummated at cost (without the charging of interest costs for holding such portfolio investment). A Client often will not be entitled to interest on such amounts or the reimbursement of any carrying costs, such as interest expense on a credit facility borrowing. The price generally will not reflect the full cost incurred by a Client or TPG, as applicable, in connection with the investment, any interest charge or other carrying costs on the co-investment amount, the cost of establishing the credit facility utilized to acquire the investment (if applicable) or the risk borne by a Client in connection with purchasing and warehousing the investment. Any such co-investors, although they benefit from a Client's subscription credit facility, will also not bear any portion of the costs of maintaining such subscription credit facility, which, along with the costs of establishing an investment-level credit facility (if any), will be borne entirely by a Client. Additionally, conflicts of interest also have the potential to arise to the extent that a subscription credit facility is used to make an investment that is later sold in part to co-investors, because co-investors are generally not required to act as guarantors under the relevant facility or pay related costs or expenses, co-investors nevertheless stand to receive the benefit of the use of the subscription credit facility and neither the relevant Client nor investors generally will be compensated for providing the relevant guarantee(s) or being subject to the related costs, expenses and/or liabilities. In addition, any capital contributed to a Client by an investor that is used to purchase and warehouse a portion of an investment and that is returned to the investor following the acquisition of such portion of the investment by co-investors will increase such investor's unfunded capital commitment and will not be taken into account for purposes of calculating the preferred return. Co-investors, including investors, Senior Advisors and affiliated personnel, are sometimes given the option to participate in follow-on investments with respect to a particular investment but are generally not obligated to participate. When co-investors elect not to participate in a follow-on investment, or if co-investors are not offered such opportunity as a result of tax, legal, regulatory, availability of capital or other reasons, it would likely have the effect of increasing a Client's sharing percentage of such follow-on opportunity and reduce alignment between the co-investor, on one hand, and a Client and/or its Limited Partners, on the other hand. In addition, to the extent that we engage in a secondary liquidity transaction in connection with an investment, co-investors may not necessarily receive the same liquidity options as investors and may therefore be compelled to receive cash or continue to hold an interest in the investment, depending on the particular facts of the transaction.

A Client may temporarily warehouse a portion of an investment opportunity in order to facilitate a co-investment by one or more affiliated or third-party co-investors. If the relevant co-investment is not ultimately consummated, such Client may end up holding a larger portion of the investment than it otherwise expected or desired to hold. The risk of a co-investment not being consummated will increase in the event an investment decreases in value during the warehousing period, and a Client may be required to bear the losses in connection with any such investment.

The amount of portfolio, transaction, monitoring or other similar fees generated as a result of co-investments will often not reduce the advisory fees paid by a Client and will therefore be retained by us. The allocation of co-investment opportunities will, in many or all cases, also involve a benefit to us in addition to the receipt of such fees including the receipt of advisory fees or allocation of carried interest from the co-investor. As a result of the foregoing, we could be incentivized to allocate a greater portion of an investment to a co-investor than it would have otherwise been allocated absent such an arrangement or economic terms.

We could charge investors up-front fees to participate in a co-investment (through TPG BD, our registered broker-dealer, or otherwise) or other one-time or ongoing fixed and/or incentive-based compensation. In addition, we may form co-investment vehicles for the purpose of making multiple co-investments (including those over which we exercise investment discretion) and earn significant management fees, carried interest or other compensation from such vehicles. To the extent we earn fees for placing or managing co-investment interests or from management fees or carried interest, we would have an incentive to offer more co-investment through these channels, even if it would limit the amount of investment available to a Client or co-investment opportunities available to the co-investors. For example, we could form one or more co-investment vehicles for the specific purpose of investing alongside Clients and/or Related Funds in a large number of investments and allocate co-investments to such entity as described above. In addition, we (and not a Client) will earn this compensation even if a Client initially warehouses a portion of an investment that is intended to be syndicated to co-investors (as described above). As a result, a Client, and therefore investors, will bear the risk that a co-investment is not ultimately syndicated but we, and not a Client, would receive compensation in the event the syndication is ultimately successful.

In the event that we determine to offer an investment opportunity to co-investors, there can be no assurance that we will be successful in offering a co-investment opportunity to a potential co-investor, in whole or in part, that the closing of such co-investment will be consummated in a timely manner, that the co-investment will take place on the terms and conditions that will be preferable or on the same terms for a Client or that expenses incurred by a Client with respect to the syndication of the co-investment will not be substantial. A Client bears the risk that any or all excess portion of an investment is not sold or is sold on unattractive terms and that, as a consequence, a Client may bear the entire portion of any break-up fee or other fees, costs and expenses related to such investment or co-investment or realize lower than expected returns from such investment. In the event that we are not successful in finding co-investors for a particular opportunity, a Client will consequently bear all related expenses and have greater exposure to the related investment opportunity than was intended, which could make the Client more susceptible to fluctuations in value resulting from adverse economic or business conditions. In addition, we expect to allocate any expenses incurred in connection with an investment that is pursued by a Client and one or more co-investors *pro rata* in accordance with their respective investments, unless we determine that a different allocation is fair and equitable under the circumstances. In addition, in the event a co-investor is unable or not required to fund its share of additional capital or related expenses (e.g., in the event such co-investor is not obligated to fund such amounts in accordance with the terms of the co-investment), a Client may be obligated to fund more than its share of such amount. In such event, the Client will gain greater exposure to such investment and/or bear more expenses than may have been intended and the returns of the Client may be negatively impacted as a result of the foregoing. Moreover, an investment by a Client that is not syndicated to co-investors as anticipated could significantly reduce a Client's overall investment returns. Therefore, it is possible that, if a Client overcommits to an investment, including for syndication purposes, it will bear a disproportionate allocation of the risks associated with the transaction without being compensated for assuming such risks.

Conflicts Arising from Interests of Our Professionals in the Clients and Related Funds. Our professionals generally participate indirectly in investments made by the Clients and/or Related Funds. While we believe this helps align the interests of our professionals with those of the Clients

and Related Funds' other investors and provides a strong incentive to enhance fund performance, these arrangements also give rise to conflicts of interest. For example, our professionals have an incentive to influence the allocation of an attractive investment opportunity to the Client in which they stand to personally earn the greatest return, although we have adopted an allocation policy to address conflicts related to the allocations of investment opportunities. Some of our professionals also have personal investments in entities that are not affiliated with us, such as investment funds managed by other sponsors that compete for the same investment opportunities or acquire an investment from, or dispose of an investment to, a Client or Related Fund, which likewise gives rise to conflicts of interest. These other entities managed by other managers may invest in or employ strategies substantially similar to our strategies. Employees also co-invest or participate with joint venture partners in real estate transactions separately from Clients. Employees also invest in companies that provide services to one or more Clients or investments held by Clients. Because of these separate activities, we have actual or potential conflicts of interests in selecting joint venture partners for real estate investments or in negotiating the terms of such joint ventures with such partners, or in selecting service providers. Our Code of Ethics generally requires personnel to disclose such ownership interests periodically.

We and our personnel may, at any time, transfer their interests in a Client to a third party so long as our capital commitment following such transfer satisfies the required minimum commitment applicable to the Client. As a result of such a transfer, interests in the Clients that were previously non-voting interests may become voting interests. In addition, commitments of TPG-controlled vehicles would not be included in any cap on third-party commitments to the Clients during the fundraising period, and any amounts transferred to a third party after the final closing of the Clients would not count toward the Clients' cap but could bear Management Fees and carried interest. In addition, one or more investment vehicles formed by us for business associates and other "friends of the firm" of us to invest in a Client as a "feeder fund" or alongside a Client as a parallel investment entity (each, an "FOF Fund"), or investors in an FOF Fund (including any related entity established by any of the foregoing, such as trusts, charitable programs, endowments or related programs, family investment vehicles and other estate planning vehicles), may transfer all or a portion of their interest to third parties. Interests in FOF Funds often benefit from discounted or no Management Fees or carried interest, and are not included in determining any cap on third-party capital commitments to a Client during the fundraising period, and any amounts transferred to a third party after the final closing of a Client would not count toward any cap on third-party commitments to a Client, but may be charged Management Fees and/or carried interest in our discretion.

Our personnel also have family members who are actively involved in industries and sectors in which the Clients invest or have business, personal, financial or other relationships with companies in such industries and sectors (including service providers described below) or other industries, which gives rise to conflicts of interest. For example, such family members might be officers, directors, personnel or owners of companies that are actual or potential investments of the Clients or other counterparties of the Clients and their portfolio investments. Moreover, in certain instances, the Clients or the portfolio investments may purchase or sell companies or assets from or to, or otherwise transact with companies that are owned by such family members or in respect of which such family members have other involvement. The fees for services provided by such service providers may or may not be at the same rate charged by other third-party service providers and we are not required to select service providers who may have lower rates (or to engage in any

benchmarking of such fees). Subject to the Clients' Governing Documents, Clients typically will not be restricted from undertaking any of these investment activities or transactions.

Subject to any limitations as set forth in the Governing Documents of a Client, the general partner of a Client may, in its discretion, under certain circumstances elect to increase its commitment to such Client prior to the final close of the Client without the consent of investors. Any increased commitment by the general partner will dilute the interests of the investors. The general partner has information about the Client's investments, including regarding their valuation and performance expectations, which investors do not have and that information may inform its decision whether to increase its capital commitment. Therefore, we have a conflict of interest in deciding to increase the general partner's subscription because a decision to increase its subscription may result in the general partner receiving value that would have otherwise benefitted investors.

Conflicts Arising in the Allocation of Our Professionals' Time and Attention. The success of a Client will depend on our investment professionals' ability to, among other things, source, underwrite, structure, complete, finance and manage investments, improve the operations, governance and performance of assets acquired and exit investments at the appropriate time and at attractive valuations. To achieve those ends, our investment professionals will devote such time and resources in conducting activities on behalf of a Client as we reasonably determines appropriate to perform our duties to a Client, consistent with the relevant Governing Documents. Our professionals, however, also spend time assisting other Clients and/or Related Funds with their investment activities or working on other projects, on matters related to us, our platform and TPG more broadly as a firm, including service on firm committees and boards, and on charitable endeavors and other activities. For example, certain TPG AG Personnel expect to devote significant time to one or more particular Clients on our platform and will therefore have less time to dedicate to other Clients. As a result of these other separate business activities, including service on firm committees and boards, TPG has actual or potential conflicts of interest in allocating management time, services and functions among a Client and other business ventures, clients or other Clients and/or Related Funds. In addition, our professionals expect to have responsibilities and duties to other platforms of ours and to us generally. Finally, subject to the Governing Documents of the applicable Client, a Client's key persons, generally will not be restricted in their academic, advisory committee, personal wealth management, not-for-profit, charitable and similar activities. Conflicts will therefore arise among Clients, Related Funds and TPG with respect to the allocation of investment professional time and resources.

Providers of Specialized Operational Services to Portfolio Investments. Certain Clients will generally reimburse all fees, costs and other expenses related to certain Specialized Operational Services rendered to the Clients or any of their subsidiaries or portfolio investments, where the applicable portfolio investment does not directly or indirectly reimburse such costs. Specialized Operational Services have been referred to by us in the past as "field ops" or "specialized services" and consist of operational, regulatory or legal support, specialized operations, consulting services, property services, (including with respect to property management, development and other real estate matters) and credit services (including loan origination, sourcing, loan servicing, debt advisory, underwriting and due diligence services, loan agency services and special servicing and services with respect to loan syndication, managing workouts and foreclosures) any similar or related services (including, for the avoidance of doubt, portfolio compliance services) in

connection with the identification, origination, acquisition, holding, servicing and disposition of or other realization upon investments (including potential investments). We refer to such services as “Specialized Operational Services” and to the individuals and companies that provide them as “Specialized Operational Services Providers.” These services may include, for example, support or analysis regarding:

- the existing or prospective portfolio investment’s management (including serving in management positions or participating in the determination of corporate strategy);
- the existing or prospective portfolio investment’s supply chain (including leveraged procurement and logistics/distribution networks);
- marketing and sales strategy, pricing and sales force effectiveness;
- data intelligence;
- finance (including generating metrics and reporting and business restructuring);
- human capital management (including recruiting personnel, management onboarding, identifying, curating and developing a network of talent and third-party recruiting resources in anticipation of supporting Portfolio Investment recruiting efforts and determining executive/incentive compensation);
- information technology;
- cybersecurity;
- corporate communications and public relations (including identifying, curating and developing a network of third-party public relations resources in anticipation of supporting a portfolio investment’s corporate communications and public relations efforts);
- governmental affairs and relations;
- customer service;
- ESG factors (including diligence, target setting, program monitoring and ESG strategy execution, and monitoring, policies and programs, measurement and report development), whether such services are provided by Y Analytics or another party;
- property management, development and other real estate matters (“property services”);
- loan origination, sourcing, loan servicing, debt advisory, underwriting and due diligence services, loan agency services and special servicing and services with respect to loan syndication, managing workouts and managing foreclosures (“credit services”);
- procurement programs (see “*Conflicts of Interest— Conflicts Relating to Rates of Third-Party Advisors and Other Service Providers*”);
- Portfolio Compliance; and
- other similar and operational matters.

Occasionally, whether a service constitutes Specialized Operational Services is not clear. In these instances, we will consider, in our sole discretion, a service as Specialized Operational Services if we determine that (i) third parties often provide such a service; (ii) it is a service requiring specialized operational experience or expertise; and (iii) it is performed by an individual or individuals with the relevant experience or expertise. For example, board services would not be Specialized Operational Services subject to reimbursement, as they are not operational services requiring specialized experience or expertise. Services such as establishing or assessing a leveraged procurement plan or developing a market survey designed to enhance market share would be types of Specialized Operational Services that would be subject to reimbursement or entitled to payment of fees, as these services require operational expertise. In addition, ESG services such as diligence, screening and portfolio-level initiatives performed by Y Analytics—a public benefit company owned and controlled by TPG—are Specialized Operational Services subject to reimbursement. We engage TPG professionals to provide Specialized Operational Services when we believe that they more effectively drive value creation than independent service providers.

We may, but are not required by the Governing Documents to, seek reimbursement from a portfolio investment for the costs of Specialized Operational Services that we, in our fair and equitable discretion, allocate to such portfolio investment. The efforts we make to get recovery from portfolio investments for these costs usually depend on transaction-related and commercial considerations such as the nature of a Client's investment, the financial ability of the portfolio investment to make payment, the type of services and the expectations of the company or other investors. Sometimes we negotiate for direct reimbursement from the portfolio investment to TPG or our service providers. Other times, we seek to include Specialized Operational Services as a component of the monitoring fee a portfolio investment may pay under a management services agreement. In limited cases, efforts at recovery are not reasonable or practical, especially when a portfolio investment is unable or unwilling to make payment. Amounts that are not allocated to or reimbursed by a portfolio investment are reimbursed first from total gross portfolio fees received by us or a Client's general partner (prior to any management fee offset). In particular, reimbursements for, subject to any requirements set forth in a Client's Governing Documents or other payments in respect of, Specialized Operational Services will not reduce the Management Fees charged to Clients, regardless of whether the provider of the Specialized Operational Services is our employee or affiliate. Additionally, subject to any requirements set forth in a Client's Governing Documents any reimbursements for such services from portfolio fees will reduce the amount of such fees that would otherwise offset the Management Fees.

Specialized Operational Services will at times be provided in respect of portfolio investments prior to the closing of the investment and to a Client in connection with its diligence of potential investments. A Client will reimburse us for the fees or costs of such Specialized Operational Services, including for deals that are not consummated.

In the event that a Client invests alongside another Related Fund in a portfolio investment, we generally will allocate any reimbursement or other payment for Specialized Operational Services with respect to such portfolio investment among the funds *pro rata* in accordance with their respective investments unless another method is more fair and equitable under the circumstances.

If a TPG employee provides a specialized operational service, we generally determine the associated reimbursement amount by reference to the aggregate annual compensation paid to the employee (including benefits, profits interests, equity interests (including restricted stock units or other equity awards in the Public Company) or other incentive-based compensation), plus an estimate of the overhead and other fixed costs allocable to the employee, and the amount of time spent by the employee providing the Specialized Operational Services. As explained under *“Activities and Compensation of Our Operations and Business Building Professionals,”* these professionals typically have tailored compensation arrangements specific to their engagement that we negotiate with them in our discretion. Given the inherently specialized nature of such services, a limited market for such services exists often setting no clear market guidelines on appropriate compensation. Although we intend operations professionals to be compensated at competitive rates, their compensation will not necessarily be determined through arm’s-length negotiation.

We have an incentive to retain our operations and business building professionals to provide Specialized Operational Services, even if retaining other providers would be as or more advantageous to a portfolio investment. In addition, possible providers of Specialized Operational Services can be investors in, provide goods or services to or have other relationships with a Client or Related Funds, which in turn is likely to influence our decision on whom to retain. We intend to allocate fees and expenses in a manner we believe in good faith to be fair and equitable, but in our sole discretion. The allocation may not be proportional as certain Clients have different expense reimbursement terms, including with respect to management fee offsets, and we have a financial incentive to favor allocations that benefit us. As a result, the amount of the fund expenses ultimately called or called at any one time may exceed expectations.

Reimbursements from portfolio investments in respect of Specialized Operational Services are usually in the form of cash (which may include payment of “points” to an operations professional that performs origination services), but can sometimes be in-kind, including options, restricted stock units or other equity awards or interests (including with time- or incentive-based vesting) in an applicable portfolio investment granted to TPG, TPG personnel or other TPG affiliate who provides Specialized Operational Services, although such in-kind payments are not expected based on the nature of a Client’s investments. We will evaluate the treatment of any such in-kind reimbursement on a case-by-case basis, including as to valuation for reporting purposes and the timing and manner of disposition by such TPG personnel or other TPG affiliate. Reimbursements in-kind could be significant, and in hindsight, these amounts may ultimately be worth significantly more than if we had received cash. In addition, equity, profits interests, grants or other similar interests in a portfolio investment will likely dilute the interests of the Clients.

Conflicts Relating to Certain of Our Investments, Activities and Contributions. We and our Related Advisers with our related persons, either for their own accounts or the accounts of others, invest in securities or obligations that would be appropriate as investments for Clients. We and our Related Advisers with our related persons also currently serve as and expect to serve as investment manager for, invest in or be related with, other entities which invest in assets or employ strategies substantially similar to Clients’ strategies. We and our Related Advisers with our related persons and our respective employees make investment decisions for ourselves, Clients, Related Funds, and/or our related persons that can be different from those undertaken for our personal accounts or those made by us on behalf of other Clients, even where the investment objectives are the same or similar to those of Clients. We and our Related Advisers with our related persons and our

employees at certain times have been simultaneously seeking to purchase and/or sell the same or similar investments for Clients, another Client, Related Funds, or for ourselves. Likewise, we on behalf of Clients have made, and expect to make investments in an issuer or obligor in which another Client and/or Related Fund is already invested or has co-invested. This follow-on investment from one Client could result in a benefit to another Client and/or Related Fund. We and our employees also have ongoing relationships with certain obligors of investments or the Clients' counterparties and they or Clients can own equity or other securities or obligations issued by such parties.

Persons other than our principals and staff could acquire direct or indirect beneficial interests in us and our related persons or both. As a result, we and our staff could have duties and incentives relating to the interests of these stakeholders that differ from, and could conflict with, the interests of Clients and their investors.

We may cause Clients to make contributions to charitable initiatives or other nonprofit organizations that we believe could, directly or indirectly, enhance the value of a Client's portfolio investments or otherwise serve a business purpose for, or be beneficial to, Clients' portfolio investments. Any such charitable contributions made by a Client, as applicable, that could reduce such Client's returns in respect of the relevant portfolio investment, will not offset Performance Compensation or Management Fees paid or allocable to us. There can be no assurance that any such activities will actually be beneficial to or enhance the value of a Client, or that we will be able to resolve any associated conflict of interest in favor of such Client.

Diverse Membership. We expect a Client's investors to be a diverse group of investors who have different investment programs and are subject to different legal, tax and regulatory regimes. For example, the investors are expected to include taxable and tax-exempt entities that are organized in various jurisdictions. The nature and diversification of a Client's investments, as well as the manner in which it makes, structures, holds and exits them, will therefore have the potential to lead to a more favorable legal, tax or regulatory outcome for some of its investors. In selecting investments appropriate for a Client, we generally consider the investment objectives of a Client as a whole, not the investment, tax or other objectives of any of its investors individually. To the extent we are able to structure certain investments based in part on the legal, tax and regulatory constraints of investors, we will not take into account such interests as they relate to each individual investor except where required. Each investor in a Client generally bears its share of the costs associated with a structure designed to address the concerns of, or issues arising from or relating to, certain investors regardless of whether that investor itself benefitted. Notwithstanding the foregoing, capital commitments to a Client may be concentrated in one or a few investors and, as a result, determinations of what is in the interest of the Client could more closely align with such investors as compared to the other investors. In addition, to the extent an investor is subject to statutory or other limitations on indemnification as a result of its sovereign status or otherwise, or otherwise negotiates rights relating thereto, other investors may be subject to increased losses, or be required to bear an increased portion of such indemnification amounts.

For instance, in certain circumstances, a general partner may expect to hold the investments of investors that have so elected through one or more vehicles that are treated as corporations for U.S. federal income tax purposes (each, a "Blocker"). While the use of a Blocker may provide favorable tax treatment for certain investors, such as tax-exempt or non-U.S. investors, the investment

returns realized by such investors will likely be less than the returns of investors that do not hold their investment through a Blocker. In addition, in certain cases, the Clients may be required, to the extent reasonably feasible (taking into account the interests of the investors who do not elect to hold their investments through a Blocker), to cause the disposition of investments that are held in part through a Blocker through a sale of the stock of such Blocker rather than a sale of the underlying assets. The use of a Blocker may affect all of the investors and not just those who have elected to hold their investments through a Blocker. For example, while a sale of the stock of a Blocker will likely be beneficial for the investors that have elected to hold their investments through Blockers, such sale could result in total proceeds that are lower than the proceeds that could have been generated if the Clients had sold the underlying assets and such reduction would generally be shared by all of the investors and not just those who have elected to hold their investments through a Blocker. Similarly, in certain types of transactions, such as “Up-C” transactions, certain benefits, such as tax receivable agreements, may be shared by all of the investors (including those who have elected to hold their investments through a Blocker) even if such agreements relate to benefits derived mainly from the investments held by the investors who have not elected to hold their investments through a Blocker. In some cases, investors may be required to participate in an investment through a Blocker irrespective of whether they have elected to do so, and accordingly, may bear costs and expenses relating to such Blocker (and may ultimately receive lower returns from the Client) than would have been the case had no Blocker participation been required. In particular, such participation may be required with respect to tax credit investments, in order to preserve such investments’ eligibility for certain tax credits and/or methods of depreciation.

To address legal, tax, regulatory, accounting or similar considerations, we expect in certain cases to structure Client investments in certain portfolio investments so that some (if not all) investors hold their investments through one or more AIVs. While we generally expect that the economic and other substantive provisions governing any AIV will be substantially the same as those governing the applicable Client (taking into consideration the legal, tax, regulatory, accounting, business or other impetus for the AIV structure), an investor’s rights and liabilities in, and the obligations and duties of the Client’s general partner as manager of, the AIVs may differ from those applicable to a Client by virtue of the AIV’s specific terms or jurisdiction of organization. For example, the laws of incorporation applicable to the AIV may provide for different and less favorable statutory protections with respect to an investor’s limited liability as compared to those applicable to a Client. In addition, we expect the structural attributes of certain AIVs to result in divergent return characteristics for certain investors. For example, we reserve the right to elect to structure an AIV that results in favorable tax treatment for one set of investors but less favorable tax attributes for another. Furthermore, we may take steps adverse to certain investors to preserve the intended benefits of an AIV structure. For example, ownership restrictions applicable to companies in certain industries may compel us to limit a particular AIV to a certain category of investors. In these instances, we would restrict the ability of those investors to transfer their interests if doing so would jeopardize our ability to comply with the ownership restrictions.

In addition, investors in a Client and limited partners of other Related Funds typically engage in a broad range of activities in addition to their investment in the Client. We expect some investors will enter into various transactions relating to a Client or its portfolio investments, such as co-investments alongside the Client (see “*Allocation of Co-Investment Opportunities*”), financing transactions for the Client or its portfolio investments and the acquisition of interests in portfolio

investments from the Client. Further, investors associated with corporate enterprises, including members of an advisory committee, could enter into strategic partnerships or other similar arrangements with us, TPG, a Client and/or a Client's portfolio investments, which may involve, for example, designation as a preferred provider of goods or services to any of the foregoing. So long as an investor is not otherwise our affiliate, these types of transactions generally do not require the approval of the Client's advisory committee or the consent of the investors more generally. In connection with their investing activities, investors in the Clients in some cases may also have additional access to the management of, or enhanced information rights regarding, the Client's portfolio investments or the ability to serve on or observe a portfolio investment's board of directors. Certain Clients' Governing Documents do not prohibit a Client from selling a portfolio investment to an investor in a client or to an investor in another Related Fund.

The investors that serve on a Client's advisory committee (or similar body) will have interests that differ from, or conflict with, the interests of other investors due to different legal, tax or regulatory regimes, their interests in other Clients or Related Funds or, their overall relationship with TPG (including their participation in an advisory committee or direct or indirect economic interests in TPG-affiliated entities (see "*Conflicts Arising in Respect of Alignment of Interest*")) and/or other individual circumstances relevant to the investor. The Governing Documents may provide that each member of an advisory committee does not owe any fiduciary duties other than the duty to act in good faith. Accordingly, a Client's advisory committee can make decisions that benefit its members, a Client, us or TPG, even if they are adverse to other investors in the Client. In addition, unless excluded by a Client's general partner as provided in the Governing Documents, each member of a Client's advisory committee will be permitted to vote on matters even where that member is subject to a material conflict of interest and will be under no obligation to recuse itself from voting in this situation or to disclose the conflict of interest to the other members. Similarly, investors in a Client do not need to take into account the interests of other investors in voting on matters presented to investors more generally. In addition, we generally expect Clients formed to invest alongside another Client to have an advisory committee, but the advisory committee's consent may not be sought or required in cases where the matter relates to investments the Client has made or is making alongside the other Client and in which the interests of the Clients are generally aligned, as we determine in our reasonable discretion.

TPG has entered, and expects in the future to enter, into contractual arrangements established pursuant to broader strategic relationships between selected investors, including prospective investors and TPG. Each such contractual arrangement is highly customized to reflect the specific broader strategic relationship between TPG and the particular investor and such rights could, but not necessarily include:

- formation of dedicated vehicles;
- significant historical, pending and/or future commitments to, or other participation in, Related Funds or other TPG entities;
- the right to co-investment opportunities, and related economic terms, targets and remedies;
- discounted management fees, carried interest and/or other economic arrangements;

- holding direct or indirect equity and/or debt interests, and/or participation in management fees or carried interest of TPG-related vehicles, including a Client's general partner, management company, us and/or other subsidiaries of TPG Operating Group that are entitled to receive payment of Management Fees and carried interest from the Clients or Related Funds and associated rights (e.g., tag-along rights in certain sale transactions);
- rights of first offer on other strategic relationships; and/or
- knowledge sharing, training and/or secondment arrangements.

A broader strategic relationship often involves an investor's capital commitments to multiple Clients and/or Related Funds. As described below under "*Conflicts Arising from Customized Terms Provided to Certain Investors*," a contractual arrangement we establish with an investor pursuant to a broader strategic relationship is not expected to be subject to any "most-favored nation," or "MFN" clause and accordingly, investors are not expected to be contractually entitled to disclosure (unless required by applicable law) or the benefits of any such contractual arrangement under any such MFN clause or otherwise. Specific examples of such additional rights and benefits include, among others, specialized reporting, meetings with TPG personnel, discounts on and/or reimbursement of, or sharing in, management fees or carried interest, clawbacks, minimum amounts for co-investments alongside Clients and/or Related Funds and rights of first offer on similar strategic arrangements in the future. We have complete discretion to determine the investors with which we will build broader strategic relationships, and we expect to develop broader strategic relationships with investors with certain attributes even though we do not seek to establish them with other investors that have the same or similar attributes.

TPG Information. In connection with their services to the Clients and their portfolio investments, TPG, its affiliates and personnel expect to receive the benefit of certain tangible and intangible benefits. For example, in the course of TPG's operations, including research, due diligence, investment monitoring, operational improvements and investment activities, TPG and its personnel expect to receive and benefit from information, "know-how," experience, analysis and data relating to the Clients, portfolio investment or portfolio investment (as applicable) operations, terms, trends, market demands, customers, vendors and other metrics (collectively, "TPG Information"). In many cases, TPG Information will include tools, procedures and resources developed by TPG to organize or systematize TPG Information for ongoing or future use. Although TPG expects a Client and its portfolio investments generally to benefit from TPG's possession of TPG Information, it is possible that any benefits will be experienced solely by other or future Clients or Related Funds, portfolio investments or portfolio companies (or by TPG and its personnel) and not by a Client or the portfolio companies or portfolio investment from which TPG Information was originally received.

TPG Information will be the sole intellectual property of TPG and solely for the use of TPG. TPG reserves the right to use, share, license, sell or monetize TPG Information, without offset to Management Fees, and none of the Clients or their portfolio investments will receive any financial or other benefit of such use, sharing, licensure, sale or monetization.

Platform Companies. At times a Client may, either directly or through a portfolio investment, and either alone or co-investing alongside other Clients and/or Related Funds, have the ability to establish or invest in portfolio companies that, in turn, seek to acquire interests in related companies or assets or engage in other specific business activities, such as loan origination, loan syndication, securities trading activities, hedging activities, pursuing stressed, distressed and other special opportunities and other activities, including in specific industries, asset classes or geographies. We often structure these portfolio companies, which we refer to as “platform companies,” as operating joint ventures, holding companies, partnerships, structured finance vehicles, incubators, start-ups and other platform companies or other similar arrangements. A “platform company” may consist of a single entity or a group of entities, and we have significant discretion in determining what constitutes a “platform company.” Subsequent funding of a platform company by the Client, including to fund a new acquisition by such platform company, will be considered a “follow-on investment” for purposes of the Clients even if such investment is a “new” investment for the platform company or involves capitalizing a distinct legal entity and therefore such investment may be made after the expiration or termination of the Clients’ commitment period (subject to the restrictions on follow-on investments in the Governing Documents). In certain cases we fund these companies up front, and in other cases we fund them gradually over time. In the event a Client makes such an investment, we generally would expect the Client to monetize its interest in a platform company through a sale or public offering of the platform company (or the Client’s stake in the company) or through sales of the platform company’s underlying assets. In the case where a Client co-invests alongside another Client and/or Related Fund, the potential for conflicts of interest may exist.

While the Client would, by virtue of the control it exercises over a platform company, typically be involved in the strategy, governance and oversight of any platform company (and we in certain circumstances provide services to the platform company, such as legal or capital markets advice, similar to what we typically render to other portfolio companies and portfolio investments), a platform company would also typically retain its own qualified management team, either internally or externally, to operate, administer and manage the company on a daily basis, including by sourcing the underlying assets. Such a management team would provide services that are similar to, and that may overlap with, services we provide to the Client and other Clients or Related Funds. The structure of each platform and the engagement of personnel will vary, including whether a management team’s services are exclusive to the platform and whether the members of the management team are employed directly by the platform or indirectly through a separate management company established to manage such platform. Platform structures may change during the investments’ hold period, for instance, in connection with restructurings or dispositions or other realizations. Members of the management team may be Senior Advisors or Field Operations professionals and are permitted to render services exclusively to the platform company or provide the same or similar services to unaffiliated third parties or to a Client, other Related Funds, or other portfolio companies or portfolio investments, including similar platform companies of predecessor and successor funds or Related Funds (and receive a fee, profits interest or other compensation in connection with such services), without triggering an advisory committee disclosure, review, or consent provisions of the Governing Documents applicable to transactions with affiliates). These individuals are not considered to be affiliated with a Client’s general partner, us or TPG for purposes of the Governing Documents solely as a result of their role as a member of a portfolio investment’s management team.

Platform companies compensate their management teams in a number of ways, including through annual salaries and bonuses, incentive-based compensation (such as profits interests, carried interest, equity, options and warrants), fees for services or a combination of the foregoing. In any case, the Client would generally bear the cost of such compensation, as well as all other platform company expenses, including start-up, operating, investment sourcing and diligence and overhead expenses, through its direct or indirect interest in the platform company. Members of a platform company's management team may receive separate compensation for services rendered to unaffiliated third parties or to other Clients, Related Funds or other portfolio companies. In addition, a platform company or its management team may receive a fee or other compensation for forwarding to unaffiliated third parties or to Clients, other Related Funds or their portfolio companies or portfolio investments, any investment opportunity that we reasonably believe is not suitable for a Client or such platform company (*e.g.*, because the investment does not have a risk or return profile compatible with a Client's investment objectives). Any compensation the management team receives, regardless of whether a Client or another Related Fund, a portfolio investment or an unaffiliated third party pays, would be in addition to, and typically does not offset, the Management Fee payable by the investors in the Client's pay. Similarly, such compensation generally would not trigger the advisory committee disclosure, review or consent provisions of the Governing Documents applicable to transactions with affiliates.

A platform company's structure and relationship to us have the potential to create conflicts of interest. For example, although we (by virtue of our control of the Client) would form the platform company and in doing so often determine or significantly influence the form and amount of compensation paid to a platform company's management team, the platform company (and ultimately the Client) bears the attendant expense. The compensation of management of a platform investment may include interests in the profits of the platform investment, including profits realized in connection with the disposition of an asset. As with Senior Advisors, the close business or personal relationships that we have with certain members of management give us less incentive to limit their compensation. In addition, given that we (and not the Client) otherwise pay the salaries of our employees, we have the incentive to cause a platform company to retain its own management team instead of relying on TPG employees to provide managerial services, or to convert existing TPG employees into members of a platform company's management team.

For platforms made up of multiple operating assets, we will have sole discretion to treat each asset as a separate portfolio company for purposes of any concentration limit in a Client's Governing Documents. There exists the potential that a platform's operations will continue past the commitment period of a Client, and there can be no assurance that the Client will monetize or be compensated separately for platform-related costs during the course of its operations.

Business Relationships with Certain Advisors and Consultants. We maintain business relationships with certain advisors and consultants that are expected to provide assistance and advice with respect to Clients' investments, including transaction sourcing, due diligence, valuation, structuring, and similar matters. The compensation for these individuals is dependent on the specifics of any particular engagement and may include, among other things, cash compensation (including retainers) from us, Clients and/or underlying investments, profits interests in an underlying investment, grants of equity in and/or the right to co-invest in an investment, and/or allocations of Performance Compensation. These individuals have been, and could be in the future, former employees and/or have close business and personal relationships with us. Even if most or all of

their work is performed on behalf or at the direction of us, or if they have other characteristics of employees (e.g., office space at provided by us and participation in firm meetings), these individuals are not employees or our affiliates for purposes of the relevant Clients' Governing Documents and are not subject to the restrictions or provisions in such Governing Documents that relate to employees or our affiliates. Any determination to engage an individual as an advisor or consultant rather than an employee is made by us in our sole discretion.

Conflicts Relating to Rates of Third-Party Advisors and Other Service Providers. The Clients and their portfolio investments will retain or pay for advisors and service providers, including accountants, administrators, alternative investment fund managers, depositaries, custodians, lenders, bankers, brokers, attorneys, sourcing persons, asset managers, property managers, contractors, developers, leasing agents, servicers, collateral managers, special servicers, other consultants, and co-venturers, including certain strategic partners as described in “*Conflicts Arising from Strategic Business Partners*” and certain service providers in “*Conflicts Related to Certain Service Provider Relationships*.” Some of these advisors and service providers also provide services to or have other relationships with us or more broadly with TPG. While we will generally seek to engage and recommend advisors and service providers on behalf of the Clients and their portfolio investments on the basis of the quality of the advice and other services provided, these relationships could influence our decision to select or recommend an advisor or service provider to perform services for the Clients or their portfolio investments (the cost of which will generally be borne directly or indirectly by the Clients or their portfolio investments, as applicable). In certain circumstances, advisors and other service providers charge rates or establish other terms for advice and services provided to TPG, Related Funds or any of their respective affiliates or portfolio investments or portfolio companies that are different from and more favorable than those charged in respect of advice and services provided to the Clients and their portfolio investments. Moreover, whereas we typically negotiate on a matter-specific basis the rates or amounts payable for such services, the Clients or their portfolio investments are expected from time to time to pay higher rates or amounts than we otherwise would for such services.

As noted in Item 5, we expect Clients and their portfolio investments to participate in arrangements that involve payments, discounts, reimbursements or other benefits to us or our affiliates. For example, while not expected to benefit a Client based on the nature of a Client's investments, we may afford certain portfolio investments the opportunity to participate in a program with us, our affiliates and other portfolio companies and portfolio investments pursuant to which one of our affiliates negotiates favorable procurement arrangements. We and our affiliates, together with participating portfolio investments, receive the favorable procurement terms, which we are able to secure due in part to the involvement of our portfolio companies and portfolio investments. This program is a Specialized Operational Service provided to participating portfolio companies and portfolio investments, and therefore our affiliates receive payments or reimbursements from participating Related Funds and their portfolio companies and portfolio investments to cover the cost of administering the program through the method described in “*Item 11 – Providers of Specialized Operational Services*” and such payments or reimbursements are not subject to Management Fee offsets or otherwise shared with such Related Funds. Because the cost of administering this program is shared among the participants, we will disproportionately benefit from it to the extent we utilize a greater number of the favorable procurement arrangements to a greater degree than any of the participating portfolio investments.

Service by TPG Professionals on Portfolio Company Boards of Directors and Creditors' Committees. Our professionals frequently serve on the boards of directors and creditors' committees or in other similar capacities of our portfolio companies and portfolio investments of Related Funds, including those of a Client, by virtue of the governance agreements we typically negotiate in connection with an investment. While these roles should generally advance the interests of a Related Fund as an indirect or direct equity holder of a portfolio investment and generally align with the interests of shareholders more broadly, the professionals' fiduciary duties to the relevant portfolio company or portfolio investment or its other creditors, as applicable, as directors or members of the creditors' committee could conflict with the interests of the applicable Related Fund and/or a Client. For example, it may be inconsistent with a director's fiduciary duties to share information he/she receives regarding the relevant portfolio company with TPG personnel overseeing an investment in a different portfolio company or portfolio investment, which could include investments of a Client, even though that information would be beneficial to such other portfolio company or portfolio investment (and, if applicable, a Client). Decisions made by a director or a person serving on a creditors' committee or in a similar capacity could also subject TPG, our affiliates or funds (which could include a Client) to claims they would not otherwise be subject to as an investor in a portfolio company or portfolio investment, including claims of breach of duty of loyalty, securities claims and other related claims (and a Client will generally indemnify a Client's general partner, us and their representatives from such claims). In addition, to the extent our professionals serve as directors, members of creditors' committees or in other similar capacities on the boards of more than one portfolio company or portfolio investment, such professionals' fiduciary duties among the two portfolio companies or portfolio investments may create a conflict of interest. Similarly, to the extent our professionals serve as directors, members of creditors' committees or in other similar capacities on the boards of portfolio companies or portfolio investments in which multiple Related Funds invest (including a Client), such professionals may act in the interest of one (and not all) of such Related Funds and/or not necessarily in the interest of a Client. Furthermore, TPG personnel serving as a director, member of a creditors' committee or in a similar capacity to a portfolio company or a portfolio investment owes a fiduciary duty to the portfolio company or portfolio investment, as applicable, on the one hand, and the applicable Related Fund, on the other hand, and such TPG personnel may be in a position where he or she must make a decision that is either not in the best interest of a Client and/or such Related Fund, or is not in the best interest of the portfolio company or the portfolio investment, as applicable. See also "*Conflicts Arising from Other Investment Activities of Clients and Related Funds – Possession of Material Non-Public Information*" below.

Conflicts Related to Certain Service Provider Relationships. From time to time we, in our discretion, recommend to a Client or one of its portfolio investments that it contract for services or, in providing services to a Client, directly engage with

- an Affiliated Service Provider or other related person of ours (including a portfolio investment of a Client or a Related Fund); or
- an entity or person with which or whom we or our personnel have a relationship or from which or whom we or our personnel otherwise derive financial, personal or other benefit.

When engaging an Affiliated Service Provider or other related person, including a portfolio investment of a Client or Related Fund, we will generally have a financial, personal or other

business incentive to recommend the Affiliated Service Provider or other related person even if another person is more qualified to provide the applicable services and/or can provide such services at a lesser cost.

Moreover, Affiliated Service Providers (as described in Item 5 above) are retained to provide Affiliate Services (as defined in Item 5 above) with respect to specific portfolios of assets owned by certain Clients. The general partners of such Clients have the ability to enter into servicing arrangements with the Affiliated Service Providers with respect to specific types of assets based upon the specialized expertise or systems of each such Affiliated Service Provider. Generally, the general partners can also replace any Affiliated Service Provider at any time without notice to such Clients. Subject to a Client's Governing Documents, the Affiliated Service Providers charge Service Fees that are not subject to Management Fees or Performance Compensation offset, as discussed in more detail in "*Item 5 – Fees and Compensation*" above. In such cases, we indirectly receive such fees, via our affiliates, in addition to Management Fees and Performance Compensation.

In addition, portfolio investments owned by certain Clients or Related Funds provide services to or otherwise have business dealings with, and therefore receive fees or value from, other Clients or their portfolio investments. For example, we have a business relationship with a portfolio investment that is collectively wholly owned by certain Clients, and that originates residential mortgages. Our Clients engage in mortgage trading with this portfolio investment and may in the future continue to do so. This and other similar arrangements with portfolio investments creates potential conflicts of interest. We may have an incentive to cause a Client or its portfolio investment to transact with a portfolio investment service provider in order to benefit the Client that owns the portfolio investment service provider, or cause the portfolio investment service provider to provide services or engage in transactions with a Client or portfolio investment on terms or for compensation not favorable to the provider in order to benefit the other Client. There can be no assurances that amounts charged by any such portfolio investment service providers will be consistent with those charged by similarly situated companies, which could provide the same services at more favorable rates. Some of the services performed by portfolio investment service providers could also be performed by us. Fees paid by a Client or its portfolio investments to the portfolio investment service provider, or value created by other the portfolio investment service providers or vendors, do not offset or reduce the Management Fee or Performance Compensation payable by a Client and are not otherwise shared with a Client.

With respect to certain Clients advised by us, if an Affiliated Service Provider or affiliate provides Affiliate Services on a fee-for-service basis (e.g., in connection with the provision of property services) such fees will generally not exceed the rate that would be payable by the Clients or their portfolio investments if such services were provided by a third party providing comparable services in an arm's-length transaction. We will make determinations of market rates (i.e., rates that fall within a range that we 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) based on our consideration of a number of factors, which are generally expected to include our experience with non-affiliated service providers as well as benchmarking data and other methodologies determined by us to be appropriate under the circumstances. In respect of benchmarking, while we often obtain benchmarking data regarding the rates charged or quoted by third parties for services similar to those provided by its affiliates in the applicable market or

certain similar markets, relevant comparisons may not be available for a number of reasons, including, 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). Any methodology, or choice among methodologies, involves potential conflicts of interest.

Conflicts Related to the Hiring of Asset Managers or Servicers. The general partner of a Client may hire asset managers, servicers or other strategic counterparties (collectively, “Servicers”), including affiliates of ours or the general partner (or entities in which affiliates of ours or the general partner have an interest or a right to acquire an interest), to provide asset management, sourcing, due diligence, underwriting, loan and other asset servicing, accounting, operational or other services with respect to portfolio investments. The fees to be paid to the Servicer are determined at the discretion of the general partner taking into account the assets to be governed by such agreement, may include a profits interest or other incentive-based compensation to the Servicer, and are otherwise determined according to one or more methods, including a percentage of the value of the assets being serviced or the invested capital exposed to such assets, and/or a percentage of cash flows from such assets. In the event one or more Servicers is providing services to multiple Clients, we may allocate such fees among these Clients in a manner we deem fair and equitable, in our sole discretion. To the extent any such fees are payable to an affiliated Servicer, such fees will not reduce any fees otherwise payable to us or our affiliates and, other than fees payable as disclosed in a Client’s Governing Documents, will require approval of the Client’s advisory committee. Our affiliates or those of the general partner will benefit from these arrangements. Also, see *Conflicts Related to Certain Service Provider Relationships*.

Conflicts Arising from Business with Certain Investors. We have service providers, including, for example, investment bankers and outside legal counsel, who are investors in Clients and/or who provide services to businesses that are our competitors. We have a conflict of interest with the Client in recommending the retention or continuation of a service provider if such recommendation, for example, is motivated by a belief that the service provider will continue to invest in Clients or Related Funds or will provide us information about our competitors. There is a possibility that we, because of such belief or for other reasons, will favor such retention or continuation even if a better price and/or quality of service could be obtained from another person.

Our affiliates have pre-existing relationships with a significant number of sponsors, investment managers, operating partners and companies, including those that are sources of potential investments for Clients. Our affiliates also have relationships with numerous investors, including institutional investors and their senior management. The existence and development of these relationships can influence whether or not a particular investment is undertaken on behalf of a Client and, if so, the form and level of such investment. Similarly, we in certain circumstances can take into consideration these relationships in the management of a Client. Accordingly, there are certain investments or strategies involving the management or realization of particular investments that we will not undertake on behalf of a Client in view of such relationships that could have been profitable for such Client. Portfolio investments controlled by a Client from time to time provide services to certain Client or Related Fund investors. We have an incentive to cause the portfolio investment to favor those investors relative to other portfolio investment clients or customers in terms of pricing or otherwise, which could adversely affect the portfolio investment’s profitability.

Additionally, the portfolio investment could recommend to its clients or customers that they invest in a Client.

Certain members of a Client's advisory committee are, or in the future could be, officers or directors of, or otherwise affiliated with, limited partners of a Client or one or more other Clients or Related Funds. The general partner of a Client or a Related Fund has the discretion to utilize the services of limited partners and their affiliates on an arm's-length basis, as it deems appropriate.

It is possible that we exercise our discretion to enter into transactions with investors in one or more Clients to dispose of all or a portion of certain investments held by one or more Clients. The sales price for such transactions will be mutually agreed to by us and such purchaser(s); however, determinations of sales prices involve a significant degree of judgment by us. Although we are not obligated to solicit competitive bids for such sales transaction or to seek the highest available price (which means we may not obtain the highest price for the transaction), we will first determine that such transaction is in the best interests of the applicable Clients, taking into account the sale price and the other terms of the transaction. There can be no assurance, in light of the performance of the investment following such a transaction, that such transaction will ultimately prove to be the most profitable or advantageous course of action for the applicable Clients. Any such transactions will comply with the Governing Documents of the applicable Clients.

Conflicts Related to Legal Counsel and Other Service Providers Engaged by Clients and Related Funds. Clients and the Related Funds may engage common legal counsel to represent all of the Clients and/or the Related Funds in a particular transaction, including a transaction in which a Client, other Clients or Related Funds have conflicting interests because they have invested in different securities of the company. In the event of a significant dispute or divergence of interest between a Client, other Clients or Related Funds, such as in a work-out or other distressed situation, separate representation will typically become desirable, in which case we and the other Related Advisers may hire separate counsel in our sole discretion, and in litigation and other circumstances, separate representation will occasionally be required. Law firms engaged to represent Clients and Related Funds, partners in those firms or entities affiliated with those firms may be investors in such Client, other Clients or Related Funds, and may also represent one or more portfolio investments or limited partners of such Client, other Clients and/or Related Funds.

Conflicts Relating to Operating Companies. Certain Clients, particularly in the real estate context, from time to time participate in investments alongside operating companies in which other Clients and/or Related Funds (whether in existence at such time or subsequently established) own or acquire an entity-level interest, where additional opportunities to invest are made available to the Client and certain co-investors and we determine that doing so is appropriate under the circumstances. We or such other Clients or Related Funds will acquire economic interests and/or minority governance rights in such entity investments, which are likely to create conflicts of interest, including, but not limited to, determining terms of investments or services to be provided to an investment, exercising certain rights in connection with an investment and/or when to exit an entity or investment. For example, if an investment related to an entity investment is not performing well, it may be in a Client's interest to replace the operating partner or seek to dispose of such investment; however, it is possible that such actions would not be in the best interests of other Clients and/or Related Funds invested in the operating partner. We also have an incentive to use operating companies in which other Clients and/or Related Funds are invested in connection

with investments because of our financial, business or other interests in such entities (including whether the use of such entities could establish, recognize, strengthen or cultivate relationships that have the potential to provide longer-term benefits to us and our affiliates and the Clients or Related Funds invested in such operating companies), which may cause us to favor the retention or continuation of such operating company even if a better price and/or quality of service could be obtained from another person or entity or ourselves. Entity investments will generally involve payment of fees and other amounts, including incentive-based fees, to the operating companies, which will not be offset against the Management Fees, notwithstanding that other Clients or Related Funds, and, indirectly, our affiliates, would benefit from the payment of such fees. Such entity investments will generally not be subject to consent of a Client's advisory committee, as among other considerations, other Clients and/or Related Funds are not considered our affiliates. Although we will seek to ensure that any fees paid by a Client or investment in connection with an entity investment are consistent with what we believe to be market rates, we will consider a number of factors in assessing such fees, including, but not limited to, our experience with third-party operating companies, benchmarking data and other methodologies determined by us to be appropriate under the circumstances. Investors should be aware that it can be difficult to identify comparable operating companies or other service providers that provide services of a similar scope and scale, which could impact any benchmarking analysis. Similarly, certain Clients are expected to invest in operating partners, which in turn can provide services to an investment held by an affiliate of ours or other Client or Related Fund, or engage in similar investment transactions as an affiliate of ours or other Client or Related Fund. Such transactions will entail conflicts of interest similar to those described above.

In addition, to the extent permitted under applicable law and the relevant Client Funds' Governing Documents, it is possible that a Client will purchase an entity investment interest in an operating partner from a prior fund or other Client and/or Related Fund, such that such Client may purchase the interests in an operating partner from another Client and/or Related Fund or sell such interests at or around the end of its term. Additionally, related investments can be managed together (including, for example, the use of the same third-party manager(s) or service provider(s)) or otherwise operated as part of the same entity, combined and/or otherwise sold together as a part of a single transaction or series of related transactions. Such arrangements would result in a Client's interests in any such investments being subject to dilution and give rise to other significant risks and conflicts of interest, and there can be no assurance that any Client will not be adversely affected by such arrangements. For example, a Client, any such entity investments, and other vehicles or entities in which one or more affiliates of ours hold an interest (including, but not limited to, other Clients and/or Related Funds and their respective affiliates) can engage in activities that compete with those of such Client and otherwise make investments of a type that would be suitable for the same. Such activities can result in allocations of investment opportunities to any such entity investments, accounts or other entities controlled by or in which an affiliate of ours hold an interest and consequently can result in a Client not participating (or not participating to the same extent) in certain investment opportunities in which it would have otherwise participated.

Investments in Operating Partners. TPG and Related Funds could make investments in certain operating partners, which may engage in similar investment transactions as a Client and/or may be engaged by a Client to provide services with respect to one or more portfolio investments. The TPG affiliate or Related Fund with an interest in the operating partner will typically be entitled to receive a portion of fees or incentive-based compensation payable to the operating partner by a

portfolio investment. In addition, while such investments are typically structured so that TPG does not “control” such operating partner, the TPG affiliate or Related Fund may nonetheless be afforded certain governance rights in relation to such investments (including, but not limited to, negative consent rights, anti-dilution rights, exit rights and rights to appoint board members) that can influence the operating partner. While such operating partners will not be deemed “affiliates” of TPG, TPG may, under certain circumstances, be in a position to influence the management and operations of such operating partners and the existence of its economic and revenue sharing interest therein can be expected to give rise to conflicts of interest. A Client and its portfolio investments may, from time to time, engage in transactions with, and buy and sell investments, products or services from, any such operating partners; such transactions are not subject to advisory committee approval.

Conflicts Arising from Service by Our Professionals on Portfolio Investment Boards of Directors. Our professionals may serve on the boards of directors or in other similar capacities of our portfolio investments, including those of the Clients, by virtue of the governance agreements we typically negotiate with portfolio investments in connection with an investment. While the interests of a Client as a shareholder in a portfolio investment generally align with the interests of shareholders more broadly, it is possible that our professionals’ fiduciary duties to the portfolio investments and its shareholders as directors will conflict with the interests of the Client. For example, it may be inconsistent with a director’s fiduciary duties to share information he/she receives regarding the relevant portfolio investment with personnel overseeing an investment in a different portfolio investment, even though that information would be beneficial to the other portfolio investment and hence some Clients. Additionally, such positions could impair the ability of a Client to sell the securities of an issuer in the event a director receives material non-public information by virtue of his or her role, which would have an adverse effect on the Client. Decisions made by a director or a person serving in a similar capacity may also subject us, our affiliates or the Client to claims they would not otherwise be subject to as an investor in a portfolio company, including claims of breach of duty of loyalty, securities claims and other director-related claims. In addition, to the extent our professionals serve as directors or in other similar capacities on the boards of more than one portfolio company, such professionals’ fiduciary duties among the two portfolio companies may create a conflict of interest. Similarly, to the extent our professionals serve as directors or in other similar capacities on the boards of portfolio companies in which multiple Clients and/or Related Funds invest, such professionals may act in the interest of one (and not all) of such Clients and/or Related Funds and/or not necessarily in the interest of any one Client. Furthermore, personnel serving as a director or in a similar capacity to a portfolio investment owes a fiduciary duty to the portfolio investment, on the one hand, and the relevant Client, on the other hand, and such personnel may be in a position where he or she must make a decision that is either not in the best interest of the Client, or is not in the best interest of the portfolio investment.

Conflicts Related to Other Investments by Clients and Related Funds. Given the breadth of TPG’s portfolio across platforms, we expect a Client, TPG and other Related Funds from time to time to invest in a competitor or customer of, or service provider or supplier to, a portfolio investment of another Client and/or Related Fund (see also “*Conflicts Relating to Interests in Non-Affiliated Entities*”). In addition, personnel may serve as directors, or otherwise associated with, companies that are competitors of portfolio investments of certain Clients and/or Related Funds. These circumstances give rise to a variety of conflicts of interest. For example, as a creditor with

a senior interest in a portfolio investment, another Related Fund could take actions, consistent with its obligations to maximize the return to its investors, that would be adverse to the interests of a Client as a holder of a junior interest in such portfolio investment, such as causing the acceleration of its debt or exercising other rights it has that could precipitate a sharp decline in its available capital, and therefore impact such portfolio investment's ability to ultimately repay a Client's junior interest. The existence of such investments by other Related Funds may also create an incentive for a Client's general partner to concentrate in certain portfolio investments more than it would have in the absence of such investments by other Related Funds.

In addition, another Related Fund or its portfolio investment may take actions for commercial reasons that have adverse consequences for the Client, or one of its portfolio investment, such as developing properties, pursuing tenants or seeking to increase its market share at a Client's portfolio investment's expense (as a competitor), withdrawing business from one of a Client's portfolio investment in favor of a competitor that offers the same product or service at a more competitive price (as a customer), increasing prices in lock-step with other enterprises in the industry (as a supplier) or commencing litigation against one of a Client's portfolio investment (in any capacity), all of which could increase such portfolio investment's expenses or negatively impact such portfolio investment's revenues and income from operations thereby making it more difficult for such portfolio investment to meet its debt service obligations. Another Client or a Related Fund may also obtain information while dealing with its portfolio investments that it is prohibited from acting on or disclosing to another Client or its portfolio investments as a result of confidentiality or applicable law, even though some action or disclosure would be in the latter's interests. In addition, to the extent not restricted by confidentiality requirements, we generally will apply the experience obtained by managing the Clients to benefit other Clients or Related Funds.

Notwithstanding the foregoing risks, other Related Advisers and Related Funds (and their portfolio investments) are under no obligation to take any action or refrain from taking any action to prevent or mitigate any losses by a Client, or to take into account the Clients' interests in advising their respective portfolio investments or otherwise managing their assets.

Conflicts Arising from Other Investment Activities of Clients and Related Funds – Possession of Material Non-Public Information. From time to time, TPG and its personnel are expected to come into possession of material non-public information ("MNPI") concerning specific companies, including as a result of certain TPG personnel serving on the boards of directors or in other similar capacities of our portfolio companies and portfolio investments (see "*Service by TPG Professionals on Portfolio Company Boards of Directors*" above), through other officer or director positions of TPG personnel, and as a result of information Clients and/or Related Funds receive in their capacities as investors in portfolio investments and portfolio companies. As a consequence of our inability to use MNPI for investment purposes under applicable securities laws and/or TPG's internal policies and procedures, such positions and/or portfolio investments, as applicable, could impair the ability of a Client to sell a portfolio investment in the event a director, by virtue of his or her role, or another Related Fund, by virtue of its capacity as an investor in a portfolio investment or portfolio company, receives MNPI, which would have an adverse effect on a Client. For example, a Client may be restricted from buying or selling an investment which, if MNPI had not been known, otherwise may have been undertaken. We anticipate that in certain (but not all) situations we will be offered an option to elect not to receive MNPI and, to minimize the impact of restrictions the receipt of such information would impose on us, we anticipate that we will elect

not to receive MNPI when such an option is available to us. However, due to these restrictions, there can be no assurance that a Client will be able to liquidate or exit an opportunity in the same manner or on the same timing as would be the case if such restrictions did not apply. As a result of the foregoing, a Client may be adversely affected because of TPG's inability or unwillingness to participate in transactions that may violate such laws or regulations, or by remedies imposed by any regulators or governmental bodies. Any such laws or regulations may make it difficult or may prevent a Client from pursuing investment opportunities, require the sale of part or all of certain portfolio investments on a timeline or in a manner deemed undesirable by TPG or may limit the ability of one or more portfolio investments from conducting their intended business in whole or in part. Consequently, there can be no assurance that a Client will be able to participate in all potential investment opportunities that fall within its investment objectives.

Conflicts Arising from Activities of the Capital Advisors Vehicles and Related Funds; Information Barriers. Our Clients and investment platforms regularly obtain non-public information regarding target companies and other investment opportunities. Upon the consummation of TPG's acquisition of Angelo Gordon, we established an information barrier between the TPG Angelo Gordon platform (including its real estate, credit and multi-strategy businesses), on one side, and our other TPG platforms (including TPG's private equity and real estate businesses), on the other side (the "TPG AG Information Barrier") (as further discussed in "*Conflicts Arising from Other Investment Activities of the Clients and Related Funds - Walled-Off Businesses*" below). We do not currently maintain permanent information barriers among the businesses on each side of the TPG AG Information Barrier, and, as noted below, the TPG AG Information Barrier may be adjusted or fully removed at any time (including by moving one or more strategies from one side of the information barrier to another). Accordingly, in such circumstances (*i.e.*, the absence of such permanent information barriers), we generally consider MNPI received by an investment team on one side of an information barrier as being imputed to all other investment professionals on the same side of such information barrier, including all of the personnel on the same side of such information barrier who make investment decisions. Moreover, a Client is authorized to, and certain other Related Funds regularly, trade securities and debt instruments in the secondary market and, in certain circumstances, we will have an incentive to avoid taking actions that would impede the operation of another Client or Related Fund. For example, we reserve the right to decline to receive MNPI on a company or otherwise pursue an investment opportunity for a Client if doing so would prevent Related Funds from trading securities or debt instruments currently in their portfolio or of interest to them. In addition, some Clients and Related Funds regularly trade securities and debt instruments in the secondary market. In the absence of an information barrier (or if an existing information barrier is subsequently changed or removed), if another Client and/or Related Fund receives MNPI with respect to a particular company, these Clients and/or Related Funds would face, as a result of securities law prohibitions on trading on the basis of MNPI or applicable industry conventions (such as with respect to secondary loan trading), restrictions on its ability to buy or sell securities issued by the company or dispose of an investment. Moreover, the operation of certain Governing Document provisions could impair another Client's or Related Fund's ability to trade the securities or debt instruments of a company if a Client invests in that company. Moreover, the confidentiality agreements the Clients and Related Funds enter into often include provisions, such as "standstills," that could prevent the Clients from making an investment, including a direct transaction with the company, potentially for extended periods.

In limited circumstances, we may erect temporary information barriers to restrict the transfer of MNPI between other Clients and other Related Funds to avoid the restrictions described in the preceding paragraphs. We may also do so for commercial reasons (e.g., if a portfolio investment requires that a Client keep information about the portfolio investment and/or its affiliates confidential and not disclose it to other Related Funds or platforms). In these instances, however, a Client's ability to benefit from TPG expertise outside any such temporary information barrier will be limited. In addition, in the event that a temporary information barrier designed to protect a Client is breached, even if inadvertently, the Client will likely face the same restrictions on its investment activities as it would have faced had the temporary information barrier not been established in the first place.

There can be no assurance that our information barrier and compliance policies will not adversely affect the ability of a Client to effectively achieve its investment objective by unduly limiting the investment flexibility of a Client and/or the flow of otherwise appropriate information between a Client and other businesses at TPG. In certain situations, we may permit an investment professional on one side of an information barrier to participate in certain investment advisory activities involving a business on the other side of the information barrier. To the extent such investment professional acquires MNPI in connection with such activities, a Client and other Related Funds on both sides of an information barrier may be restricted from making certain investments. Additionally, there could be circumstances in which one or more individuals associated with TPG will be precluded from providing services to a Client or from being involved in specific investment-related activities or decisions because of certain confidential information available to those individuals or to other TPG individuals or because of other applicable legal or regulatory restrictions that result from their oversight of or involvement in activities of other Related Funds. In such circumstances, the information barrier could require such individuals to recuse themselves from fund committees or otherwise from participating in or sharing information relevant to investment activities or decisions relating to a Client's investments. Alternatively, we and our affiliates could determine that such investment professionals should so recuse themselves to ensure that they can participate in the investment activities and decisions of other Related Funds. A Client could be adversely impacted in such circumstances. In addition, there can be no assurance that any such information barrier policies and/or procedures will be effective in accomplishing their stated purpose and/or that they will not otherwise adversely affect the ability of the Clients to effectively achieve their investment objective by unduly limiting the investment flexibility of the Clients and/or the flow of otherwise appropriate information between us and other business units. For example, in some instances, our personnel may be unable 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 our ability to share information internally. As a consequence of an information barrier, information that could be of benefit to a Client might become restricted to those other respective businesses and otherwise be unavailable to such Client.

Conflicts Arising from Other Investment Activities of the Clients and Related Funds - Walled-Off Businesses. TPG is permitted in its discretion to place certain funds, businesses, platforms or other groups of individuals and/or entities behind information barriers in order to limit the free flow of information across any such information barrier. As described above, currently, our TPG Angelo Gordon platform operates behind the TPG AG Information Barrier and is therefore "walled off" from our other businesses and platforms. However, we may in the future evaluate the scope and necessity of such practice and decide to adjust (including by moving one or more strategies

from one side of the TPG AG Information Barrier to another) or fully remove such information barrier, which could result in a Client and/or certain Related Funds no longer being “walled off” from one or more of TPG’s other businesses and platforms, or result in a Client being “walled off” from one or more other Related Funds with respect to which it is not currently “walled off.” In the absence of information barriers, certain Related Funds could be restricted from making or exiting certain investments, or certain investments suitable for and/or sourced by us (or others in the TPG Angelo Gordon platform) may instead be allocated to other Related Funds (and vice versa). These restrictions could materially limit the universe of available investments to certain Related Funds and, in turn, the returns received by the investors therein. For the avoidance of doubt, no approval of an advisory committee or consent of the investors will be required in order to implement, adjust or fully remove any information barrier, including the TPG AG Information Barrier.

Given that our TPG Angelo Gordon platform and any other “walled-off” businesses are siloed by the TPG AG Information Barrier from TPG’s other business units and platforms (including its private equity and real estate businesses), such other businesses of TPG generally will not share information with a Client and will have different day-to-day management from a Client (and vice versa). Accordingly, certain Clients’ Governing Documents do not subject any “walled-off” businesses to certain restrictions otherwise applicable to our affiliates. For example, these businesses and their personnel generally are authorized to:

- make investments without regard to the Clients’ investment allocation provisions or the allocation principles described above;
- invest in portfolio investments of the Clients;
- receive payments from Clients’ portfolio investments without applying those amounts to offset the Management Fee payable by investors; and
- enter into transactions with Clients’ portfolio investments.

In addition, subject to the Governing Documents of a Client, we generally would not need advisory committee approval to make a portfolio investment in which such business or its personnel already hold an existing material investment.

The inapplicability of these restrictions is particularly significant in the case of the TPG AG Information Barrier. TPG and its affiliates engage in a broad range of activities, including pursuing investments for its funds and other accounts and providing investment advisory, broker-dealer and other related services to these funds and accounts and their portfolio companies and other investments. For example, we expect Related Funds to have investments in different levels of the capital structure as compared to Related Funds on the same side of the TPG AG Information Barrier as Clients (see “*Conflicts Related to Investing in Different Levels of the Capital Structure*”).

While information barriers (including the TPG AG Information Barrier) are designed to restrict the flow of information between certain businesses, there can be no assurances that such barriers would not be breached, inadvertently or otherwise, including with respect to information regarding investment opportunities, deal pipelines and strategy, which could result in greater restrictions on a Client’s investment activities, and implicate certain of the risks and conflicts described in

“Conflicts Arising from Activities of the Capital Advisors Vehicles and Related Funds; Information Barriers.”

Conflicts Arising from Other Investment Activities of the Clients and Related Funds – Certain Bankruptcy Implications. Clients and/or the Related Funds will in many cases own a significant or controlling percentage of the common equity of portfolio companies which, depending upon the amount of equity owned by them, any relevant contractual arrangements between such portfolio investment and the participating Clients and other relevant factual circumstances, could result in an extension to one year of the ninety-day bankruptcy preference period with respect to payments made to a Client and/or subordination of its claims to other creditors and/or recharacterization of debt claims into equity claims. In addition, due to equity ownership, representation on the boards of directors and/or contractual rights, as applicable, the Clients and the Related Funds will typically be deemed to control, participate in the management of or influence the conduct of portfolio companies. The effect of these relationships will vary from jurisdiction to jurisdiction. These factors could expose the assets of a Client to claims by a portfolio investment, its security holders, its creditors or governmental agencies.

If a Client purchases in the secondary market at a discount debt securities of a company in which a Client or Related Fund has, for example, a substantial equity interest, (i) a court might require a Client to disgorge profit it realizes if the opportunity to purchase such securities at a discount should have been made available to the issuer of such securities or (ii) a Client might be prevented from enforcing such securities at their full face value if the issuer of such securities becomes bankrupt. The effect of these transactions will vary from jurisdiction to jurisdiction.

We may serve on committees in proceedings under Chapter 11 of the U.S. Bankruptcy Code or prior to such filings, and this involvement, for which we may be compensated, may limit or preclude the flexibility that the Clients would otherwise have to make investments.

Conflicts Relating to the Use of Leverage

We expect to utilize various forms of leverage in connection with certain Clients’ investments and operations. The use of borrowed funds creates the opportunity for greater total returns and allows us to better manage certain Client’s cash flows, but at the same time involves risks and potential conflicts of interest. We describe certain of the significant risks and conflicts below.

Fund-Level Borrowing

Governing Document Parameters for Fund-Level Borrowing

We expect to cause certain Clients to (including on a several, joint, joint and several basis, or cross-collateralized basis) incur indebtedness for borrowed money for any purpose related to certain Clients, including to:

- acquiring, refinancing and otherwise dealing with the Clients’ assets, including making new or follow-on investments;
- paying Client expenses (including Management Fees);

- funding instruments used to hedge exposure to market and credit risk;
- satisfying any withholding or other tax obligations;
- covering any shortfall in capital contributions resulting from failure to meet the Clients' capital call timeline, excuse or exclusion; and
- facilitating distributions of proceeds.

Certain Risks and Costs of Fund-Level Borrowing

Such fund-level borrowing subjects investors to risks and costs. For example, because amounts borrowed under a credit facility will likely be secured by pledges of certain Client's general partner's right to call capital from investors and, in certain circumstances, can also be secured by other assets of certain Clients, a lender could foreclose on the pledged collateral, including certain Client's right to call capital from investors and, only if applicable pursuant to a pledge of other assets of certain Client, certain Client's investments, if a certain Client fails to repay the amounts borrowed under a credit facility or experiences another event of default. Moreover, any investor claim against a certain Client may be subordinate to a certain Client's obligations to the credit facility's creditors.

In addition, such fund-level borrowing will result in additional fund expenses that will be borne by the investors. As described below, these expenses include fees, costs and other expenses relating to certain Clients and any special purpose vehicles formed to invest in or hold one or more portfolio investments (each such subsidiary, a "Borrowing Subsidiary") borrowing, such as interest, commitment fees, upfront fees, legal fees, hedging and other fees and expenses. Because the credit facility's interest rate is based in part on the creditworthiness of all the underlying investors and the terms of the Governing Documents, it may be higher than the interest rate an investor could obtain individually. To the extent a particular investor's cost of capital is lower than certain Client's cost of borrowing, fund-level borrowing can negatively impact an investor's overall individual financial returns even if it increases a certain Client's reported net returns in certain methods of calculation, as described below. In addition, certain investors, potentially including those affiliated with TPG, will not be included in the borrowing base under any subscription facility but such investors will be obligated to contribute capital to repay subscription facility borrowings and will benefit from the credit facility in the same manner as investors that are included in the borrowing base.

A credit agreement or borrowing facility frequently will contain other terms that restrict the activities of a certain Client and the investors or impose additional obligations on them. For example, certain lenders or facilities may impose restrictions on a certain Client general partner's ability to consent to the transfer of an investor's interest in a certain Client or impose concentration or other limits on a certain Client's investments, and/or financial or other covenants, that could affect the implementation of a certain Client's investment strategy. In addition, in order to secure the credit facility, we are permitted to request certain financial information and other documentation from investors to share with lenders. We will have significant discretion in negotiating the terms of any credit facility and reserve the right to agree to terms that are not the most favorable to one or all investors.

Such fund-level borrowing involves a number of additional risks. For example, drawing down on a credit facility allows us to fund investments and pay fund expenses without calling capital, potentially for extended periods of time. Calling a large amount of capital at once to repay the then-current amount outstanding under the credit facility could cause liquidity concerns for investors that would not arise had we called smaller amounts of capital incrementally over time as needed by a certain Client. This risk would be heightened for an investor with commitments to other funds that employ similar borrowing strategies or with respect to other leveraged assets in its portfolio; a single market event could trigger simultaneous capital calls, requiring the investor to meet the accumulated, larger capital calls at the same time. We are authorized to use fund-level borrowing to pay Management Fees and to reimburse a certain Client's general partner for expenses incurred on behalf of a certain Client. We are also permitted to utilize fund-level borrowing when we expect to repay the amount outstanding through means other than investor capital, including as a bridge for equity or debt capital at a portfolio investment, including for distributions to investors. If we are ultimately unable to repay the borrowings through those other means, investors would end up with increased exposure to the underlying investment, which could result in greater losses in a declining market. In addition, co-investors generally will benefit from a certain Client's use of a credit facility without bearing any of the related costs. See "*Allocation of Co-Investment Opportunities*."

Our Incentives to Engage in Fund-Level Borrowing

We have incentives to engage in such fund-level borrowing notwithstanding the expense and risks that accompany it. These performance metrics measure investors' actual cash outlays to, and returns from, certain Clients and thus depend on the amount and timing of investor capital contributions to a certain Client and distributions to investors. To the extent a certain Client uses borrowed funds in advance or in lieu of calling capital, investors make correspondingly later or smaller capital contributions. Also, borrowing to make distributions of proceeds from an investment enables investors to receive distributions earlier. As a result, the use of borrowed funds generally results in the presentation of higher performance metrics than simply calling capital, even after accounting for the attendant interest expense.

Fund-level borrowing can also affect the preferred return the investors receive and the carried interest a certain Client's general partner receives, as preferred return and carried interest generally depend on the amount and timing of capital contributions and distributions of proceeds. In particular, the preferred return begins to accrue after capital contributions are due (regardless of when a certain Client borrows, makes the relevant investment or pays expenses) and ceases to accrue upon return of these capital contributions. Using borrowing to shorten the period between calling and returning capital limits the amount of time the preferred return will accrue. Since we do not pay preferred return on funds borrowed in advance or in lieu of calling capital, such fund-level borrowing will therefore reduce the amount of preferred return to which the investors would otherwise be entitled had we called capital, and thus could allow a certain Client's general partner to receive carried interest sooner than it would without borrowing.

Impact on Management Fee Calculation

An investor's participation percentage of the fair market value of all portfolio investments includes amounts we borrow to fund all or part of an investment in lieu of calling capital. Therefore, an

investor would generally pay Management Fees on borrowed amounts used to fund investments that have not yet been fully realized even though such amounts would not accrue preferred return as described above.

Other Forms of Financing

In addition to fund-level borrowing, we are generally able to utilize leverage at the level of a portfolio investment, including the incurrence of debt under a net asset value-based facility or asset-based loan secured by a pledge by a certain Client or any Borrowing Subsidiaries thereof of all or some of the assets of a certain Client or such Borrowing Subsidiaries (each such facility an “Asset-Based Facility”), margin loans and other forms of back leverage or other forms of indebtedness, including synthetic facilities.

Asset-Based Facilities

A certain Client’s general partner may cause a certain Client and/or one or more Borrowing Subsidiaries to enter into Asset-Based Facilities. In connection with such transactions, a certain Client’s general partner may pledge all or certain of a certain Client’s or a Borrowing Subsidiary’s investments, including, for the avoidance of doubt, portfolio investments, including on a cross-collateralized basis, without taking into account, and regardless of, the potential for non-pro rata investments by investors as a result of any particular investor’s opt-out rights. An investor may also be required to fund amounts to repay borrowings under an Asset-Based Facility incurred in connection with an investment or managing a certain Client’s investment portfolio even if such investor did not participate in the relevant investment(s) (including in respect of such investor’s opt-out rights) in connection with which such borrowings were incurred. Asset-Based Facility lenders may foreclose on a certain Client’s assets if a certain Client fails to repay the amounts borrowed under an Asset-Based Facility or experiences another event of default, which could have a material adverse effect on the value of an investor’s investment in a Client.

Special Purpose Vehicle Leverage

A Borrowing Subsidiary or any other special purpose vehicle we form to hold one or more investments may also engage in borrowing or incur similar debt obligations (including in the form of note issuances and repurchase facilities). For example, special purpose vehicles could enter into asset-backed loan arrangements, whereby they borrow money from a bank and pledge the equity interests in one or more Borrowing Subsidiaries (or other assets) as collateral for the loan. The Borrowing Subsidiaries could then use the loan proceeds for a variety of purposes, including to make investments (including follow-ons in the portfolio investments subject to the loan arrangement or new and unrelated investments), to pay expenses or to distribute the proceeds to a certain Client for further distribution to the investors. This will present conflicts of interest, as a certain Client’s general partner and we could be incentivized to use such loan proceeds to create higher rates of return, which could enhance marketing efforts (see “*Our Incentives to Engage in Fund-Level Borrowing*” above). Under these arrangements, Borrowing Subsidiaries would typically be subject to requirements to repay all or part of the financings or post cash collateral if the value of the underlying assets decreases significantly or such assets cease to satisfy eligibility or concentration criteria under the financings. In order to meet such obligations to prepay loans or post cash, the Borrowing Subsidiaries may need additional assets to avoid foreclosure, in which

case a Client could decide to contribute additional capital to the Borrowing Subsidiaries to avoid adverse consequences to the investment(s), including foreclosure on the collateral at a lower valuation. This type of leverage may be incurred by a single special purpose vehicle or by multiple vehicles, and may be collateralized by a single investment or multiple Client investments (see “*Cross-Default*”). Similarly, Borrowing Subsidiaries that hold one or more investments (including all of a Client’s investments) may issue preferred equity or other equity- or debt-like instruments to third parties that have many characteristics of leverage, and use the proceeds thereof for similar purposes. Due to the highly collateralized nature of these arrangements, the negative performance of one asset may materially and adversely impact the performance of other investments or a Client as a whole. Investors with no or different interests in certain investments (e.g., due to exercise of excuse rights) would nevertheless be exposed to risks associated with a Client’s investment in such investments.

Fund Guarantees

In addition to fund-level borrowing, certain Clients expect to act as guarantor, indemnitor or surety when we consider it necessary, appropriate or incidental to the accomplishment of the purposes of a certain Client. A fund guarantee is sometimes beneficial for increasing the availability, type or amount of financing for the borrower or allowing the borrower to negotiate more favorable terms from the lenders. Some examples of how we expect to use fund guarantees, or other forms of fund surety, with respect to the indebtedness of other entities include:

- *Portfolio investment indebtedness:* A certain Client could provide a guarantee of a portfolio investment’s indebtedness.
- *Qualified borrower structures:* A portfolio investment (or special purpose vehicle of a certain Client) could join a certain Client’s credit facility, and borrow amounts directly under it, as a “qualified borrower,” with a certain Client providing a guarantee of the borrowing. The portfolio investment or special purpose vehicle is an obligor under the loan, receives the loan proceeds and has responsibility for its repayment. However, in the event of default, the lender would have recourse to a certain Client under the guarantee without a requirement to first attempt to collect from the portfolio investment or special purpose vehicle.
- *Asset-based loans:* Special purpose vehicles we form to hold one or more investments could incur indebtedness, which may include pledging its investments as collateral for the loan. A certain Client could provide a guarantee of all or part of this indebtedness and/or provide certain indemnities in respect of certain “bad boy acts” or environmental liabilities.

Often these arrangements are put in place concurrently with the closing of the applicable certain Client investment and can help finance a certain Client’s payment of the purchase price of its investments. Other times, these arrangements can be put in place after the investment(s) have been made, often after they have appreciated in value.

While these arrangements present many of the same risks and conflicts associated with fund-level borrowings, these guarantees and the underlying indebtedness do not constitute fund-level borrowing for purposes of a certain Client’s Governing Documents. If we utilize a fund guarantee where we expect to repay the amount outstanding through means other than investor capital,

including as a bridge for equity or debt capital at a portfolio investment or investment holding vehicle, and we are ultimately unable to repay the borrowings through those other means, investors would end up with increased exposure to the underlying investment, which could result in greater losses in a declining market.

Other Fund Contractual Obligations

In connection with its investing activities, a certain Client (and/or its Borrower Subsidiaries) expects to enter into contractual arrangements, including deferred or contingent purchase price payments, staged funding obligations, earn outs, milestone payments or other phased payments or similar arrangements, intercompany loans, hedging arrangements, equity commitment letters and various other forms of credit support, and other contractual undertakings such as indemnification obligations, completion, lease-up, carry, interest rate or similar guarantees, guarantees or indemnification obligations with respect to “non-recourse carve outs,” “bad boy acts” or other industry accepted carve outs with respect to indebtedness (including misapplication of funds, bankruptcy and environmental indemnities), in each case that obligate a certain Client to fund amounts to portfolio investments, other subsidiaries, Borrowing Subsidiaries or other third parties, or any similar arrangements.

Cross-Default

A certain Client can borrow (or cause the Borrowing Subsidiaries to borrow) on a joint, several, joint and several, cross-collateralized, cross-defaulted or on any other basis that a certain Client’s general partner determines is fair and equitable to a certain Client with related vehicles, including alternative investment vehicles, investment vehicles and special purpose vehicles. A certain Client and these Borrowing Subsidiaries can engage in fund- or asset-level financing whereby (i) a certain Client and/or such vehicles are jointly responsible on a cross-collateralized basis for the repayment of the financing and/or (ii) the commitments of investors in a certain Client and/or such vehicles are pledged to secure the financing obtained for the benefit of such other vehicles. When we call capital to satisfy the indebtedness, it is possible an investor will contribute in excess of its pro rata share of the indebtedness if other investors or the investors in the related vehicles fail to honor their commitments. While we intend for a certain Client, where appropriate, to enter into back-to-back agreements with related vehicles in respect of certain types of credit support, or otherwise seek to cause such related vehicles to act in a manner as if such a back-to-back agreement were in place, a certain Client would still be subject to the risk of default by such other vehicles. We intend to enforce these arrangements for the benefit of certain Clients, but we may not always be able to do so (including if a related vehicle defaults on its obligations to a certain Client). In addition, to the extent multiple assets or investments are pledged to support a single borrowing, whether or not that borrowing constitutes fund-level borrowing, multiple assets of certain Clients will be at risk. As a result, negative performance of a single asset may materially and adversely impact the performance of other certain Client investments or a certain Client as a whole. Investors may have interests in certain investments that are disproportionate to their interests in other investments (for example, without limitation, due to excuse, exclusion or opt-outs). As a result, an investor may be indirectly exposed to leverage risks associated with investments in which they do not participate, or in which they participate to a lesser extent, and the distributions they receive may be reduced, and their investment in a certain Client may be materially and adversely impacted,

by the negative performance of one or more investments in which they do not otherwise have an interest.

Certain Clients expects to utilize its credit facility and enter into other similar arrangements and extensions of credit for the benefit of co-investors (including affiliated co-investors) that invest alongside a certain Client in one or more investments. For example, a certain Client could draw from a credit facility to fund such co-investor's pro rata share of an investment or expense related to an investment. We have an incentive to cause such co-investment vehicles to engage in these or similar cross-collateralized arrangements, because the commercial terms available to such vehicles would typically be better than those available on a standalone basis.

Similarly, to the extent a certain Client and other Related Funds invest in the same or related assets, we reserve the right to structure the investment financing so that a Client is jointly and severally liable for the financing with the other Related Funds. We expect this to arise, for example, if a certain Client and another Related Fund were to participate in the same portfolio investment and provide a joint and several guarantee for its indebtedness. Joint and several liability could result in a certain Client repaying all, or more than its proportionate share, of the indebtedness, exacerbating some of the risks and conflicts described above.

In addition, a certain Client is permitted to utilize indebtedness to pay for deposits or other investment expenses and costs in advance of the final determination of the investment allocations among a certain Client, other Related Funds and co-investors (including affiliated co-investors). In such a circumstance, a certain Client would be subject to risk of default by the other party. Similarly, certain Clients are permitted to utilize indebtedness for purposes of warehousing co-investment opportunities. As described in "*Allocation of Co-Investment Opportunities*," and below under "*Co-Investment Warehousing*" this presents additional risks and conflicts of interest.

Activities in Restructurings. We may serve on creditor committees, advise companies subject to bankruptcy or insolvency proceedings and otherwise engage in financial restructuring activities. Such activities can limit our flexibility in making certain investment decisions to purchase or sell on behalf of certain Clients.

Conflicts Related to Investing in Different Levels of the Capital Structure. Related Funds invest in a broad range of asset classes throughout the corporate capital structure, including loans and debt securities, preferred equity securities and common equity securities. Certain Related Funds also engage in short selling. Accordingly, it is possible that a Client will hold an interest in one part of a portfolio investment's capital structure while another Related Fund holds an interest in another (including in circumstances where a Client originates a whole loan and syndicates a portion of a different tranche of such loan to such other Related Fund, or alternatively, such other Related Fund originates a whole loan and syndicates a portion of such loan to a Client); similarly, a Client may hold a "long" position in an investment in which another Related Fund is "short," or vice versa. When different Clients and/or Related Funds make investments in the same investment but in different parts of its capital structure or in different types of investments, TPG will have conflicting responsibilities with respect to each participating Client and/or Related Fund. Specifically, these transactions raise a number of conflicts of interest, including where the investment of one Related Fund supports the value of or is used to repay or redeem, in whole or in part, one or more investments owned by another Related Fund. These conflicts are heightened to

the extent the relevant securities are illiquid or do not have a readily ascertainable value, and there generally can be no assurance that the price at which such transactions are entered into represents what would ultimately be the underlying investment's fair value. For the avoidance of doubt, in any circumstance in which a Client and another Related Fund (or portfolio investment thereof) hold interests in different parts of the capital structure of a portfolio investment, such funds (and their portfolio investments) are under no obligation to take any action or refrain from taking any action to prevent or mitigate any losses of the other, and decisions taken by another Client and/or Related Fund to further its interests may be adverse to the interests of a Client. As described below in *Conflicts Related to Strategic Transactions*, Angelo Gordon was acquired in 2023 by TPG, which makes it increasingly likely (and expected) that a Client will invest in the equity (or a different tranche of debt) securities of a portfolio investment while another Client is invested in such portfolio investment's debt securities. In navigating any conflicts of interest, TPG will act in accordance with its conflicts policy (which may include review and resolution by a conflicts committee).

In a situation where one Client and/or Related Fund owns securities that are higher in the capital structure than those held by another Client and/or Related Fund, the interests of the Client and/or Related Funds might not be aligned, which could give rise to actual or potential conflicts of interest or the appearance of such conflicts of interest. Questions could arise about what action should be taken when a portfolio investment is in financial distress, including whether payment obligations and covenants at the portfolio investment level should be enforced, modified or waived, in particular where requests for amendments or waivers to loan documentation would improve the position of preferred equity or equity holders, and whether debt should be refinanced or restructured, including whether to initiate restructuring or liquidation inside or outside of bankruptcy. In situations in which there are more senior instruments issued by other Client and/or Related Funds, such other Client and/or Related Funds may take actions for their benefit that further subordinate or adversely impact the value of a portfolio investment of a Client (particularly in situations where such portfolio investment is distressed or otherwise faces financial difficulties, in which case conflicts of interest may be heightened in the event of a default or restructuring). Additionally, another Client and/or Related Fund may have rights relating to finance- and collateral-related covenants that, if exercised, could adversely impact the Client's investment in the portfolio investment.

It is possible that in a bankruptcy or foreclosure proceeding, a Client's interest will be subordinated to the interest of another Client and/or Related Fund with a more senior interest or otherwise adversely affected by virtue of another Client and/or Related Fund's involvement in such transaction (for example, if such Client and/or Related Fund aggressively pursues the company's assets to fully satisfy such company's indebtedness to such other Client and/or Related Fund, in which case, as a fiduciary, TPG could have an obligation to pursue such remedy on behalf of such other Client and/or Related Fund), particularly when such other Client and/or Related Fund represents the controlling class or is appointed as a special servicer or collateral manager and, as such, is required to make decisions for all investors, including a Client. On the other hand, in the event the Client's portfolio investment is senior to the securities or other instruments held by another Client and/or Related Fund in the capital structure of the investment (such as, for example, if a Client were to invest in the debt of a company in which another Client and/or Related Fund holds equity or junior debt), in a distress or workout scenario, including a bankruptcy, insolvency or similar proceeding, the Client could recover on its investment while the other Client and/or

Related Fund holding equity or junior debt might not. If there is a possibility that the other Client and/or Related Fund holding more junior debt or equity positions could lose its respective investment as a result of such difficulties, the ability or willingness of TPG to recommend actions in the best interests of the Client might be influenced by TPG's or a Related Fund's duties to such other Client and/or Related Fund. Further, if additional capital is necessary as a result of financial or other difficulties, or to finance growth or other opportunities, a Client and/or Related Fund may or may not provide such additional capital and, if provided, each investment vehicle generally will supply such additional capital in such amounts, if any, as determined by TPG and/or our Related Advisers in their sole discretion.

Because of the different legal rights associated with debt and equity of the same portfolio investment, TPG and its affiliates expect to face a conflict of interest in respect of the advice given to, and the actions taken on behalf of, the Clients and/or Related Funds in connection with certain investments and/or transactions (e.g., the terms of debt instruments, the enforcement of covenants, the terms and recapitalizations and the resolution of workouts or bankruptcies). As a consequence of the type of investment held by each Client and/or Related Fund in the relevant portfolio investment (or the fact that one Client and/or Related Fund's interests sit higher in a company's waterfall), each such Related Fund will likely have a different assessment of a given situation and the approach that best serves its interests, including in respect of significant matters such as the best exit strategy for an investment, the quality of the management team, the achievability of a financial budget or the economic and other terms of an investment (such as the interest rate to be paid, the security granted, the nature of the covenants and terms of amendments or restructurings). The Clients and/or Related Funds that have invested in the same portfolio investment (including, but not limited to, with respect to equity interests and debt interests) may have different rights and remedies and different (and often competing) motives, incentives, liquidity goals and other interests with respect to their respective investments even outside of a distress situation (see *"Investing Alongside Other Clients or Related Funds"* above). The stage of maturity of each Client and/or Related Fund (i.e., how close to the end of the vehicle's life it may be) also could impact decision-making regarding potential sales processes, including what valuation to target and whether an exit should be pursued.

When Clients and/or Related Funds hold investments in different levels of the capital structure, and conflicts of interest arise between the holders of different types of investments as to what actions the relevant portfolio investment should take, our ability to take actions in the best interests of a Client might be impaired. The existence of such investments by other Clients and/or Related Funds may also create an incentive for us to concentrate in certain portfolio investments more than it would have in the absence of such investments by other Clients and/or Related Funds. In such circumstances, TPG and/or our Related Advisers are permitted to (but not obligated to), to the fullest extent permitted by applicable law, take steps to reduce the potential for adversity between a Client and other Clients and/or Related Funds, notwithstanding the fact that the investment(s) of the Client may be subject to creditor claims regarding subordination of interests, including by causing the Client to take certain actions that, in the absence of such conflict, it would not take, such as (a) remaining passive in certain contexts, such as without limitation, a restructuring, foreclosure, refinancing or similar situation (including electing not to vote or voting pro rata with other security holders), (b) investing in the same or similar classes of securities as the other Clients and/or Related Funds in order to align their interests, (c) divesting portfolio investments, (d) establishing ethical screens or temporary information barriers to separate TPG and our Related

Adviser's investment professionals, (e) maintaining a non-controlling interest in such portfolio investments, (f) forbearing rights, including certain non-economic rights, relating to the Clients and/or Related Funds, such as where TPG or our Related Advisers may cause a Client and/or Related Fund to decline to exercise certain control- and/or foreclosure-related rights with respect to a portfolio investment (including following the vote of other third-party lenders generally or otherwise recusing itself with respect to decisions), including with respect to defaults, foreclosures, workouts, restructurings and/or exit opportunities, subject to certain limitations or (g) otherwise taking an action designed to reduce adversity between a Client and/or Related Fund. Any such step could have the effect of benefitting another Client and/or Related Fund (or TPG) and therefore may not have been in the best interests of, and may have been adverse to, a Client (or another Client and/or Related Fund) and there can be no assurance that any of these measures will be feasible or effective in any particular situation. Ultimately, it is possible that the outcome for a Client will be less favorable than might otherwise have been the case if TPG and our Related Advisers did not owe duties to other Clients and/or Related Funds. Such conflicts will be more difficult if a Client and another Client and/or Related Fund hold significant or controlling interests in competing or different tranches of a portfolio investment's capital structure.

TPG is permitted (but is not obligated) to put in place additional policies and procedures intended to mitigate any actual or potential conflicts of interest arising as a result of the ability for the Clients and/or Related Funds to invest in various levels of the capital structure of the same portfolio investments. Any such policies are likely to evolve and as such, are subject to amendment from time to time.

Co-Investment Warehousing. There are expected to be circumstances where co-investments are offered alongside a Client, and there is no guarantee that any investor will be offered any such co-investment opportunities. As a general matter, we have discretion in allocating co-investment opportunities, and many investors who may have expressed an interest in co-investment opportunities may not be allocated any co-investment opportunities or may receive a smaller amount of co-investment opportunities than the amount requested. We will take into account various facts and circumstances deemed relevant by us in allocating co-investment opportunities, including whether a potential co-investor has expressed an interest in evaluating co-investment opportunities, our assessment of a potential co-investor's ability to invest an amount of capital that fits the needs of the investment (taking into account the amount of capital needed as well as the maximum number of investors that can realistically participate in the transaction) and our assessment of a potential co-investor's ability to commit to a co-investment opportunity within the required timeframe of the particular transaction. Additional considerations may also include, among others and without limitation, the size of investor commitments to a Client and Related Funds, whether a potential co-investor has a history of participating in co-investment opportunities with TPG, the size of the potential co-investor's interest to be held in the underlying investment as a result of the a portfolio investment (which is likely to be based on the size of the potential co-investor's capital commitment and/or investment in a Client), whether the potential co-investor has demonstrated a long-term and/or continuing commitment to the potential success of TPG and such other factors that TPG deems relevant under the circumstances. In the event a transaction is not ultimately consummated, co-investors may not bear any related broken deal expenses (such as reverse termination fees, extraordinary expenses such as litigation costs and judgments and other expenses) even if such co-investors would have borne their proportionate share of any transaction expenses had the investment been consummated. In addition, although a Client's allocable share

of any loan origination fees, collateral fees, directors fees, consulting fees, advisory fees, management fees, monitoring fees, transaction fees or other similar fees from third parties earned by TPG in connection with an actual or potential portfolio investment (but not including Specialized Operational Service expenses or any capital markets fees) (“portfolio fees”) will be applied to reduce any Management Fees subsequently payable by a Client, the management fee is not expected to be offset by any portfolio fees attributable to any co-investor’s interest in an Investment. Any management fee and related offsets will be agreed by TPG and co-investors on a case-by-case basis, and as a result, portfolio fees allocable to co-investors’ interests in an investment may ultimately be retained by TPG.

Subject to the limitations in the Governing Documents, a Client may acquire an investment and, in order to facilitate a co-investment by one or more affiliated or third-party co-investors, subsequently syndicate, or sell some or all of it, including following a seasoning period, to TPG, other Related Funds, co-investment vehicles, 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 limited partners thereof or applicable credit facilities. Any such investments (including any portion that a Client intends to offer to co-investors) may be funded by a Client using proceeds from a Client’s subscription facility, in which case, a Client (and not any such co-investors) would bear the interest charge and expenses of such borrowings. If the relevant co-investment is not ultimately consummated, a Client may end up holding a larger portion of the investment than it otherwise expected or desired to hold and as a result, a Client will bear the entire portion of any deal expenses and other costs and expenses related to such portfolio investment and hold a greater concentration and have greater exposure in the portfolio investment than was intended. For the avoidance of doubt, certain Related Funds participating in such portfolio investment will likely not take part in any such syndication in the same manner or to the same extent (if at all), due to legal, regulatory, accounting, administrative or other considerations. We will cause these transfers to be made at cost, 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 risk of a co-investment not being consummated may increase in the event an investment decreases in value during the warehousing period, and a Client may be required to bear the losses in connection with any such investment. We will not be deemed to be in breach of any duty or to have violated any other obligation to a Client or any of its investors by engaging in such investment and sell-down activities. In connection with any transfer, a Client will determine when to transfer any such investments to such co-investors, which may affect the amount that will be paid to a Client upon the conveyance of such investment to such co-investors. Also, we will, in certain circumstances, charge fees on these transfers to either or both of the parties to such transfers. 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, we will have a potential conflict of interest when we receive fees, including carried interest, from another Related Fund acquiring from or transferring to a Client all or a portion of an investment. See “*Allocation of Co-Investment Opportunities*” for more information.

Conflicts Relating to Interests in Non-Affiliated Entities. On May 1, 2020, TPG and Sixth Street Partners announced a mutual agreement to amend their relationship and formally operate as independent, unaffiliated businesses. While Sixth Street Partners and its clients are no longer TPG affiliates, TPG has retained a passive minority economic interest in Sixth Street Partners, and is providing it certain transition services, such as IT and accounting services. The two firms have

protocols in place to prevent the sharing of information between each other, and provide training as well as periodic reminders regarding the protocols. As a result, we believe the opportunity for a conflict of interest to arise between TPG and Sixth Street Partners is in many cases eliminated. Nonetheless, these ongoing business arrangements, as well as the close business relationship TPG has built with Sixth Street Partners across an eleven-year partnership, including certain legacy investments that TPG's funds and Sixth Street Partners' funds previously invested in alongside one another, could continue to present at least an appearance of conflicts of interest between Sixth Street Partners and TPG, including of the type we highlight in this section and specifically as described in the preceding paragraph. Additional examples of potential conflicts include the possibility that a Sixth Street Partners fund will from time to time invest in a competitor of a Client's portfolio investment or in a different part of the capital structure of a Client's portfolio investment, giving rise to some extent to the same conflicts described above under "*Conflicts Related to Other Investments by Clients and Related Funds*" and "*Conflicts Related to Investing in Different Levels of the Capital Structure*," respectively. Certain additional conflicts we discuss in this Item 11 could also continue to arise to some degree, including, for example, those described under "*Diverse Membership*," "*Platform Companies*," "*Conflicts Arising from Interactions with Portfolio Investments*," "*Conflicts Related to Transactions with Other Clients or Related Funds*," "*Investing Alongside Other Clients or Related Funds*," "*Conflicts Arising from Business with Certain Investors*," "*Conflicts Related to Legal Counsel and Other Service Providers Engaged by Clients and Related Funds*," "*Allocation of Co-Investment Opportunities*," "*Conflicts Arising from Other Investment Activities of the Clients and Related Funds – Certain Bankruptcy Implications*," "*Conflicts Relating to Rates of Third-Party Advisors and Other Service Providers*." Certain Clients' Governing Documents that relate specifically to our affiliates do not apply to companies, funds or other entities that are not, or are no longer, our affiliates for purposes of the Governing Documents, even if the other Related Funds, TPG and/or its personnel have significant economic interests and/or non-controlling governance rights in such entities or have agreed to a transaction that would cause TPG and such entities to become affiliated in the future. For example, TPG and certain other TPG platforms and Related Funds, including NewQuest, TPG GP Solutions and TPG NEXT, have made and expect to continue to make investments in unaffiliated fund managers or other investment vehicles managed by a third party (including private equity funds, hedge funds, real estate funds and other similar investment vehicles), which may include potential competitors of TPG or a Client and which entities may engage in similar investment transactions as a Client, including with respect to the purchase and sale of investments. These unaffiliated fund managers or investment vehicles may invest in similar industries and sectors, or in the same portfolio investments, as a Client (including in different levels of the company's capital structure) and there may be situations in which such unaffiliated fund manager or investment vehicle purchases securities from, or sells securities to, a Client. Additionally, TPG and its personnel enter into joint ventures or similar arrangements with unaffiliated fund managers that entitle us or our personnel to material amounts of carried interest, management fees and other economics related to the funds they manage and their other activities. We and/or our personnel also often have minority governance rights in these ventures, such as information rights and veto, change of control and other protections. We expect to assist these fund managers and their sponsored funds with their fundraising and investment activities, including by offering them the opportunity to co-sponsor, or co-invest in, a Client's investments, potentially on more favorable terms than we offer others. In addition to investing in unaffiliated fund managers, we and/or our personnel expect to acquire economic interests and minority governance rights in other companies,

including those that provide services to, and receive compensation from, a Client and/or its portfolio investments. Transactions by a Client or its portfolio investments with or alongside non-affiliated entities generally would not trigger an advisory committee disclosure, review or approval provisions of the Governing Documents applicable to transactions with affiliates, regardless of whether they are on arm's-length terms. Similarly, any fees or compensation a Client or its portfolio investments pay to such entities would not offset a Client's Management Fees even if we and/or our personnel have an indirect material economic interest in the entities. In addition, investment opportunities sourced by these ventures generally would not be subject to a Client's investment allocation provisions, which only apply to investments available to a Client's general partner and us, notwithstanding the role our employees play in evaluating and consummating such investments.

Conflicts Related to Investments of Personnel. We and our personnel are permitted to buy or sell securities or other instruments that we have recommended to Clients. In addition, our personnel may also buy securities in transactions offered to, but rejected by, the Clients. In the event of such transactions, a conflict of interest is likely to arise because such investing personnel will, for some investments, benefit from the evaluation, investigation and due diligence undertaken by us on behalf of the Client. In such circumstances, the investing personnel typically will not share or reimburse the relevant Client(s) and/or us for any expenses incurred in connection with the investment opportunity.

We, our personnel or Clients will at times hold investments in entities that are or become service providers to Clients or their investments. Although we, our relevant personnel or Clients might not have control over the decisions of the relevant service provider (including whether to enter into a business arrangement with us or a Client's investments), a conflict of interest or the perception thereof could nevertheless arise in engaging the relevant entity as a service provider in light of the personal benefits that accrue through the investment they hold in the service provider.

In addition, our personnel may also buy securities and hold interests as passive investors in other investment vehicles (including private equity funds, hedge funds, real estate funds and other similar investment vehicles) which may include potential competitors of the Clients or a portfolio investment and that may invest in similar industries and sectors as a Client or a portfolio investment. Such TPG AG Personnel therefore have a potential conflict of interest with respect to their personal investment holdings. There could be situations in which an investment vehicle invest in the same portfolio investments as the Clients and there may be situations in which such an investment vehicle purchases securities or other assets from, or sells securities or other assets to, a Client. The investment policies, fee arrangements and other circumstances of these investments may vary from those of the Clients. Such personnel may be incentivized to cause a Client to act in a manner that benefits such other investment vehicles and, indirectly, themselves as investors in such investment vehicles.

Activities and Compensation of Our Operations and Business Building Professionals. We engage operations and business building professionals to assist our investment team in creating value in our portfolio. Some of these professionals are TPG employees and others are consultants. The activities and compensation of these individuals vary depending on whether they are Operations Group professionals, Field Operations professionals or Senior Advisors:

- The TPG Operations team (sometimes referred to as the “Business Building Team”) generally comprises Operations Group professionals and Field Operations professionals.
 - Our Operations Group professionals are TPG employees who provide industry-specific senior-level engagement with portfolio investments and also work directly with our deal professionals on new deal diligence. They typically receive cash compensation from us, and we are authorized to grant them carried interest in our funds. As described below (see “*Providers of Specialized Operational Services to Portfolio Investments*”) we receive reimbursement from certain Clients or portfolio investments for the compensation and related expenses associated with Specialized Operational Services performed by members of our Operations Group, even though they are TPG employees.
 - Our Field Operations professionals have deep, specialized operating experience. Some of these professionals are sector specialists who focus on a particular industry. They are typically embedded within portfolio investments and given responsibility for narrowly defined initiatives that are part of a broader value creation plan, such as lean manufacturing, construction management, property management, sourcing, supply chain management or new product introduction. They sometimes also act as interim members of management for portfolio investments. Field Operations professionals typically have tailored compensation arrangements specific to their engagement. They can receive compensation from us or a portfolio investment, including equity grants from a portfolio investment, depending on their individual arrangement and the services they provide. Most of our Field Operations professionals’ compensation is generally either paid or reimbursed by portfolio investments and Clients as Specialized Operational Service expenses, regardless of whether we engage them as employees or consultants. For more information about Specialized Operational Services, see “*Providers of Specialized Operational Services to Portfolio Companies*” below.
- Our Senior Advisors include consultants who have established industry and/or regional expertise and are available to assist us with transaction sourcing, due diligence, valuation, structuring, consulting and similar matters and to serve on the boards of directors of portfolio investments (if applicable). We also engage other similar consultants with, for example, more narrow expertise. Senior Advisors and such other consultants typically have tailored compensation arrangements specific to their engagement. They can receive compensation in multiple forms, depending on their individual arrangement and the services they provide, including cash payments from us, a fund or a portfolio investment, carried interest in our funds, profits interests in a portfolio investment, equity or stock option grants from a portfolio investment, and fees and carried interest relating to a particular transaction. Compensation from portfolio investments to our Senior Advisors and other consultants generally do not offset the Management Fees payable by investors. For more information about Senior Advisors, see “*Conflicts Relating to Activities and Compensation of Senior Advisors*.”

We determine in our discretion whether to engage an operations professional as a TPG employee or as a consultant. Sometimes, an operations professional is initially engaged as a consultant and later transitions to employee status (or vice versa). Our determination regarding whether to engage an operations professional as either a TPG employee or a consultant can give rise to conflicts of interest because, in general, except with respect to certain in-house, foreign office and Specialized Operational Services, the compensation costs for TPG employees are borne by us, whereas compensation costs for consultants are permitted to be paid by us, a Client or a portfolio investment, as described above. Where an operations professional is performing Specialized Operational Services for the Clients or portfolio investments, the Governing Documents of certain Clients allow us to be reimbursed for the costs of those services, regardless of whether the professional providing the service is a TPG employee or consultant.

Conflicts Relating to Activities and Compensation of Senior Advisors. We maintain business relationships with certain advisors and consultants that we expect to assist and advise us with respect to transaction sourcing, due diligence, valuation, structuring, consulting or similar matters and to serve on the board of directors of, or in other similar capacities with respect to, one or more portfolio investments on behalf of a Client. These individuals are former employees and/or have close business and personal relationships with TPG. We generally refer to these individuals as “Senior Advisors.” In addition, we also expect to utilize other similar consultants with, for example, more narrow expertise.

Senior Advisors are independent contractors. They are not our employees, even if most or all of their work is performed on our behalf or at our direction, they perform the same or similar activities as our employees, they have more access to and involvement in our business activities than other third-party consultants or they share other attributes with TPG employees, such as TPG-provided administrative support or TPG-related email addresses or business cards. Furthermore, in the event we hire a Senior Advisor as an employee or otherwise elect to treat such person as our affiliate, any profits interests or other compensation amounts payable by a portfolio investment or the Clients to such Senior Advisor pursuant to an arrangement that was entered into prior to such Senior Advisor becoming our affiliate will not reduce the Management Fees. In some instances, Senior Advisors provide operational services to portfolio companies and portfolio investments of Related Funds. Moreover, Senior Advisors will often make personal investments in portfolio investments alongside a Client, and a Client is not prohibited from investing in portfolio investments in which Senior Advisors hold existing material investments. Similarly, a Client is permitted to co-invest in portfolio investments alongside funds that are managed by Senior Advisors or invest, directly or indirectly, in portfolio investments in which such funds have an existing material investment.

We believe that the expertise of Senior Advisors will benefit the Clients. Relying on Senior Advisors, however, creates conflicts of interest. For example, we typically determine the amount of compensation that will be paid to Senior Advisors, but as described under “*Activities and Compensation of Our Operations and Business Building Professionals*,” applicable portfolio investments or Related Funds, including a Client, ultimately pay or reimburse us for such compensation. The close business or personal relationships that some Senior Advisors have with TPG give us less incentive to negotiate with a prospective Senior Advisor for a lower level of compensation. The appropriate level of compensation for a Senior Advisor can be difficult to determine, especially if the expertise and services he or she provides are unique and/or tailored to

the specific engagement. The compensation for these individuals is dependent on the specifics of any particular engagement and may include, among other things, cash compensation (including retainers) from TPG, a Client and/or underlying investments, profits interests in an underlying investment, grants of equity in and/or the right to co-invest in an investment, and/or allocations of carried interest received by a Client's general partner. Even if most or all of their work is performed on behalf or at the direction of TPG, or if they have other characteristics of employees (e.g., office space at TPG and participation in firm meetings), these individuals are not employees or affiliates of TPG for purposes of the Governing Documents and are not subject to the restrictions or provisions in the Governing Documents that relate to employees or affiliates of TPG. Any determination to engage an individual as an advisor or consultant rather than an employee is made by TPG in its sole discretion. Given that we (or another TPG affiliate, but not a Client) otherwise pays the salaries of our employees, we have incentives to retain individuals as Senior Advisors instead of hiring them as employees, or to convert existing employees to Senior Advisors. Finally, conflicts of interest may arise in the event that a Senior Advisor serves as a director on the board of, or in any similar capacity with respect to, more than one portfolio investment or on behalf of multiple Clients and/or Related Funds (see "*Service by TPG Professionals on Portfolio Investment Boards of Directors*").

Activities and Compensation of Other Third Parties. In addition to Senior Advisors, we will retain other third parties, such as accountants, administrators, lenders, bankers, brokers, attorneys, sourcing persons, asset managers, property managers, contractors, developers, leasing agents, servicers, collateral managers and other consultants (as discussed above, for example, see "*Activities and Compensation of Our Operations and Business Building Professionals*") to provide services to Clients, including certain strategic partners as described in "*Conflicts Arising from Strategic Business Partners*." These services may relate to sourcing, conducting due diligence on or developing potential investments, as well as structuring, managing, monitoring and disposing of or otherwise realizing investments. In many cases, these are the types of services that TPG employees could also provide or have in the past provided. Determining whether to engage a third party, our employees or a TPG employee gives rise to conflicts of interest because we generally bear, with the exception of certain in-house, foreign office and Specialized Operational Services reimbursed to us under the Governing Documents (See "*In-House Services*," "*Providers of Specialized Operational Services to Portfolio Investments*," "*Foreign Office Services*"), the compensation costs of, or other amounts payable to, TPG employees who render these services, while amounts paid to third parties are typically a fund expense ultimately borne by its investors. We therefore have an incentive to retain third parties rather than hire additional TPG employees and to outsource to third-party service providers functions that our and TPG employees could perform or have previously performed. For a description of the expenses the Clients bear, see "*Conflicts Relating to Rates of Third-Party Advisors and Other Service Providers*" and "*Item 5 – Fund Expenses*."

Allocation of Other Fees and Expenses. From time to time, we determine whether to allocate certain other fees and expenses among Clients, Related Funds and us. In exercising our discretion to allocate such fees and expenses, we face a variety of potential conflicts of interest. We will generally allocate fees and expenses to be split between us and the Clients (including fees and expenses incurred in the offering of the Client, management of the Client, and investment opportunities), in each case in accordance with the Client's Governing Documents. To the extent not addressed in the Governing Documents, we generally will allocate such fees and expenses in

our sole discretion, in each case in good faith using our best judgment. Because certain expenses are paid for by a Client or, if incurred by us, are reimbursed by a Client, we will not necessarily seek out the lowest cost options when incurring (or causing a Client to incur) such expenses.

In the event we are making any determination regarding whether an expense allocation is fair and equitable, we will have discretion in such determination, and will typically evaluate facts and circumstances relevant to the particular allocation, which may include consideration of a number of factors that include, without limitation, some or all of the following: benefit to a Client to have co-investors participate, relative negotiating power, any contractual requirements or limitations, relevant disclosures to the parties, whether costs and expenses are incurred for the benefit of one party, and whether costs and expenses are incurred in connection with regulatory, tax, accounting, or similar requirements applicable to a particular party. The application of such considerations is in certain circumstances expected to result in us determining that it is fair and equitable for a Client bearing more than its pro rata portion of certain fees, costs and expenses (including broken deal costs). Our discretion in making such determination creates a potential conflict of interest as we may have an incentive to allocate expenses to a particular Client over another Client or other co-investor.

Notwithstanding the foregoing, the portion of an expense allocated to a Client for a particular service will not always reflect the relative benefit derived by such Client from that service in any particular instance and we will determine an allocation of expenses to be fair and equitable even where a Client is required to bear more than its proportional share of such fees or expenses relative to other allocable parties receiving the same service or participating in the same transaction.

Please see “Resolution of Conflicts” above for a description of the means by which we and our related persons may seek to alleviate conflicts of interest among the Clients or other accounts or persons.

Allocation of Fees and Expenses Including for Broken Deals. We generally make fee and expense allocation decisions while a transaction is pending in a manner we believe to be fair and equitable over time based on our best judgment of the Client and/or Related Fund to which we will ultimately allocate the transaction. We will also face conflicts of interest with respect to allocations of expenses among the Clients, other Related Funds and us. When a Client co-invests alongside other Related Funds in an investment, we generally expect to allocate the fees and expenses incurred in connection with such investment to the participating investing vehicles in proportion to the relative amounts invested in such investment, or on such other basis determined to be fair and equitable, subject to certain legal, regulatory, tax and other considerations. However, if the transaction is abandoned or otherwise ultimately not consummated, we will seek to allocate the fees and expenses incurred in connection with such a “broken deal” among the Clients and the other investment vehicles that were considering the investment using its best judgment and based on the expected participation levels of the investing funds and/or accounts. This judgment is necessarily subjective, especially when a transaction is terminated at an early stage. When we abandon an opportunity, absent a factual development to the contrary, we will allocate the fees and expenses for such transaction to such Client and/or Related Fund(s). The allocations of fees and expenses among Clients may not be proportional. For example, to the extent one or more Related Funds were involved in a broken deal with one or more Clients, the fact that the Related Funds at times have different expense reimbursement terms, including with respect to Management Fee and

similar offsets, could result in the Clients bearing different levels of expenses with respect to the same investment.

The financial position of the relevant Client and/or Related Funds could incentivize us to allocate such fees and expenses to one such Client or Related Fund and not another. For example, it would be advantageous to allocate broken deal fees and expenses to a Client and/or Related Fund that is not expected to pay carried interest to its general partner, as the fees and expenses would not affect the amount of carried interest paid—it would be zero in any case. Conversely, it typically would be disadvantageous as an economic matter to allocate broken deal fees and expenses to a Client and/or Related Fund that is paying carried interest, as doing so would delay and reduce the amount of carried interest paid to the relevant general partner. As with our other allocation decisions, our allocation procedures and principles are designed to help mitigate the risk that financial incentives implicitly influence the allocation of broken deal fees and expenses.

In addition, as described above in Item 5, in certain instances we will evaluate investment opportunities that, if consummated, we would likely offer in part to prospective co-investors, including affiliated co-investors and vehicles over which we exercise investment discretion (such as dedicated, multi-investment co-investment vehicles). If such a potential investment is not consummated, the full amount of any expenses relating to such potential but not consummated investment and co-investment (including reverse termination fees or other such “broken deal” fees, organizational expenses of a co-invest vehicle, extraordinary expenses such as litigation costs and judgments and other expenses) will typically be borne entirely by a Client (and any other Related Fund that would have participated in such investment), rather than by any such prospective co-investors (including affiliated co-investors). Alternatively, there may be scenarios where the potential investment is consummated, but the co-investment is not, in which case a Related Fund will typically bear the full amount of any expenses relating to such potential, but not consummated, co-invest vehicle, including expenses that would have been organizational expenses of the relevant co-invest vehicle (including travel, legal, accounting, tax and other expenses). In addition, such co-investors could independently pursue such transaction, without reimbursing the Clients for its broken-deal costs.

Allocation of Secondary Transfer Opportunities. To the extent we have discretion over a secondary transfer of interests in a Client pursuant to such Client’s Governing Documents, or if we are asked to identify Clients or third parties that could potentially acquire an interest being transferred, we will consider the factors discussed above under “*Allocation of Co-Investment Opportunities*” in exercising such discretion or making such identification.

Conflicts Related to Transactions with Other Clients or Related Funds. In certain rare instances, we may cause a Client to purchase investments from another Client or a Related Fund, or we may cause a Client to sell investments to another Client or a Related Fund. In connection with such transactions, we, the Related Advisers, and/or our professionals may

- have significant investments or intentions to invest in the Client or a Related Fund that is selling and/or purchasing such an investment; or
- otherwise have a direct or indirect interest in the investment (such as through certain other participations in the underlying investment).

We and the Related Advisers may receive management or other fees in connection with our management of the relevant Clients and/or Related Funds involved in such a transaction or in connection with the transaction itself, and may also be entitled to share in the investment profits of the relevant Clients and/or Related Funds. We, the Related Advisers, and our professionals would be presented with certain conflicts of interest in effecting these transactions. To address these conflicts of interest, we will seek to cause a Client to engage in such transactions only if we determine that the terms and conditions of such transaction are substantially as advantageous to such Client as the terms it would obtain in a comparable arm's-length transaction with a third party. For additional information regarding transactions between Clients, including a discussion of related conflicts of interest, please see Item 12, under "*Cross Transactions*."

Investing Alongside Other Clients or Related Funds. A Client could acquire its interests in an investment at separate times and on different terms than other investing Clients and/or Related Accounts and the consent of an advisory committee will only be sought if expressly required by the Governing Documents of the applicable Clients and/or Related Funds. When we determine that it would be appropriate for (i) a Client to make an investment in or buy a security from a pre-existing portfolio investment of another Client and/or Related Fund and/or sell a security to the account of one or more other Clients and/or Related Funds, (ii) one or more other Clients and/or Related Funds to later invest in a portfolio investment in which a Client has invested, (iii) a company in which certain of our personnel hold an interest to acquire a portfolio investment of a Client and (iv) another Client and/or Related Fund to make investments in an existing portfolio investment of a Client for the limited purpose of providing such portfolio investment's management team with limited liquidity, we will generally seek to make any such investment on the same general terms and ensure that each participating investment account, including a Client, participates on a reasonable and equitable basis in accordance with our then-current allocation policy. However, situations may occur where a Client could be disadvantaged as a result of the investment activities conducted for other Clients and/or Related Funds, including because co-investing funds and accounts have different terms, access to credit, hedging or investment strategies, investment periods, return profiles and/or structures from the Clients, which factors could result in a Client's investment being made at a different effective price or with differing costs or terms. In addition, the foregoing transactions would be expected to have an effect (either positive or negative) on the market value of a Client's portfolio investments.

In many cases, a Client will co-invest in lockstep with another Client and/or Related Fund, with both funds making and exiting the shared investment at the same time and on substantially the same terms. In some situations, however, a Client and other Clients and/or Related Funds will have different entry and/or exit timing in the same investment, acquire the same or a different security or extend credit on different terms or acquire, originate or otherwise make investments in different parts of a company's capital structure (as further described in "*Conflicts Related to Investing in Different Levels of the Capital Structure*" below). In these scenarios, a Client and the other relevant Clients and their portfolio investments and/or Related Funds will not be required to, and may not, exit their respective investments at the same time, for the same effective price and/or on the same or substantially the same terms, taking into consideration, among other things, the respective terms, commitment periods, structures, investment strategies and return profiles of each Client and/or Related Fund, as well as any applicable tax, regulatory or legal restrictions or considerations. In all of these cases, the other Client's and/or Related Fund's view of the investment and its interests may diverge from those of a Client. This could cause a Client to

dispose of, increase its exposure to or continue to hold the investment at a time when the other Client and/or Related Fund has taken a different approach, including a Related Fund participating in the extension of additional credit to such portfolio investment. As a result, the actions of the other Client and/or Related Fund could affect the value of a Client's investment. For instance, a sale by the other Client and/or Related Fund of its investment "below par" could put downward pressure on the value of a Client's interest, which the Client has opted to hold longer term. The other Client and/or Related Fund is under no obligation to act in a way that furthers or protects the interests of the Client.

In connection with any investment in which another Client and/or Related Fund also participates, we and our Related Advisers reserve the right to give advice and make investment recommendations to any other Client and/or Related Fund that differs from advice given to, or investment recommendations made to, a Client (including with respect to the timing of the purchase or sale of investments), even if such other Client's and/or Related Fund's investment objectives are the same or similar to those of the Client. We could express inconsistent views on commonly held investments or on market conditions more generally. To the extent not restricted by confidentiality requirements or information barriers, we and/or the Related Advisers will generally apply the experience and information obtained by managing a Client to benefit other Clients and/or Related Funds (and vice versa). However, we could obtain information while dealing with portfolio investments of other Clients and/or Related Funds that we are prohibited from acting on in respect of or otherwise disclosing to a Client as a result of confidentiality requirements, internal policy, information barriers or applicable law, even though such action or disclosure could be in a Client's interests (e.g., when another Client and/or Related Fund holds an interest in a portfolio investment of a Client that goes into bankruptcy or reorganization, becomes insolvent or otherwise experiences financial distress or is unable to meet its payment obligations or comply with covenants relating to debt or other securities held by the Client).

In addition, where multiple Clients and/or Related Funds invest in the same portfolio investment at different times, the first Client to invest typically will bear a higher level of diligence and transaction fees, costs and expenses than the later investing Clients and/or Related Funds; similarly, to the extent a transaction does not proceed, the first Client to invest typically will bear the full amount of broken deal expenses relating to the transaction, regardless of whether other Clients and/or Related Funds could or would have invested in such portfolio investment in potential future transactions. Moreover, the securities that will be purchased by the later-investing Clients and/or Related Funds could have more attractive terms and conditions than the securities issued to the earlier Client. In the case of follow-on investments, to the extent a Client has insufficient unfunded capital available to support making follow-on investments in respect of its existing investments, then the Client could suffer dilution, while the other Client and/or Related Fund may continue investing. Further, there can be no assurance that a Client's return on such an investment will be the same as the returns achieved by any other Client(s) and/or Related Fund(s) participating in the transaction.

In certain circumstances, a Client may be invited to co-invest in transactions being managed or led by one or more other Clients and/or Related Funds and one or more other Clients and/or Related Funds may be invited to co-invest with a Client. In determining whether to engage in such side-by-side investing and upon what terms, we will follow the procedures set forth in the applicable Governing Documents and will act in accordance with our then-current allocation policy. In such

circumstances, the investment by a Client and other Clients and/or Related Funds likely will not be proportional. Therefore, such participation by a Client may be more or less advantageous to the Client relative to other Clients and/or Related Funds. In addition, such side-by-side investing is expected to give rise to potential conflicts of interest, including allocations of investment interests, governance rights and the sharing of fees and expenses. The appropriate allocation among a Client and other Clients and/or Related Funds of fees, costs and expenses generated in the course of evaluating and making side-by-side investments that are not consummated (including out-of-pocket fees associated with due diligence, attorney fees, and the fees of other professionals) will be determined by us in our sole discretion in accordance with our then-current expense allocation processes.

Generally, we expect to allocate any Client expenses or unconsummated transaction expenses in connection with an investment that is pursued by a Client and one or more other Clients and/or Related Funds pro rata in accordance with their respective investments or proposed investments, unless we determine that a different allocation is fair and equitable under the circumstances. In addition, in the event a Client and/or Related Fund is unable to fund its share of additional capital (e.g., in the event such Client and/or Related Fund does not have sufficient available capital), a Client may be obligated to fund more than its share of such amount. In such event, the Client will gain greater exposure to such investment than may have been intended and the returns of the Client may be negatively impacted as a result of the foregoing. We will, in certain circumstances, have an opportunity to acquire a portfolio of loans, debt securities and other instruments that we determine should be divided and allocated among a Client or other Clients and/or Related Funds. In this situation, the combined purchase price paid to the seller(s) would be allocated among the multiple loans, securities and other instruments being acquired and therefore among the Clients and/or Related Funds acquiring any of the loans, securities and other instruments, although we could, in certain circumstances, allocate value to the Clients and/or Related Funds on a different basis than the contractual purchase price (including based on the underlying values of the loans, securities and other instruments in such portfolio(s)). Regardless of the methodology for allocating value, we will have conflicting duties to the Clients and/or Related Funds when loans, securities and other instruments are bought together in a portfolio, including as a result of different financial incentives we have with respect to the Clients and/or Related Funds, most clearly when the fees and compensation, including performance-based compensation, earned from the Clients and/or Related Funds differ. There can be no assurance that a portfolio investment of a Client will not be valued or allocated a purchase price that is higher or lower than it might otherwise have been valued or allocated if such portfolio investment were acquired or sold independently rather than as a component of a portfolio shared with other Clients and/or Related Funds.

Other Clients and/or Related Funds may also make investments in portfolio investments or issuers in which a Client or its portfolio investments invest by exercising certain rights that were negotiated by the Client (or another Client and/or Related Fund). For example, another Client and/or Related Fund could exercise pre-emptive rights, options, warrants and other contractual rights obtained and negotiated for by a Client (or another Client and/or Related Fund) in connection with a previous investment in the applicable portfolio investment or issuer and vice versa. Such investments may create conflicts of interest, including where other Clients and/or Related Funds have the opportunity to benefit from rights and options that were negotiated by a Client, in some cases in exchange for no consideration. Similar conflicts will arise if we, or our affiliates, invest alongside a Client in a portfolio investment. In addition, a portfolio investment of a Client could

over time develop characteristics that result in the portfolio investment constituting an attractive investment opportunity for another Client and/or Related Fund and vice versa. For example, a portfolio investment of a Client could evolve into an asset with a lower risk and return profile and longer expected holding period targeted by another Client and/or Related Fund. In such cases, we could seek to effect a purchase or sale of an investment between a Client and one or more other Clients and/or Related Funds, subject in each case to applicable procedures. In addition, investments by a Client alongside other Clients and/or Related Funds may result in the incurrence of additional investment expense and delays as a result of the greater structural complexity faced by us and our Related Advisers in seeking to address the needs of multiple funds and/or accounts, which may have investment objectives and/or sensitivities that conflict or are otherwise at odds with one another.

Notwithstanding the foregoing, other Clients and/or Related Funds (and their portfolio investments) are under no obligation to take any action or refrain from taking any action to prevent or mitigate any losses by a Client, or to take into account a Client's interests in advising their respective portfolio investments or otherwise managing their assets. In navigating any conflicts of interest, we will act in accordance with our policies on conflicts (which may include review and resolution by a conflicts committee).

Conflicts Arising from Strategic Business Partners. We have also formed and expect to continue to form relationships with third-party strategic partners so that a Client or Related Fund can take advantage of their expertise, often in particular industries, sectors and/or geographies. These strategic partners often have close business relationships with us and provide services that are similar to, and that may overlap with, services we provide to a Client or Related Fund, including originating, sourcing, conducting due diligence on or developing potential investments, as well as structuring, managing, monitoring and disposing of or otherwise realizing investments.

We determine the compensation of our strategic partners on a case-by-case basis, and this compensation can take the form of:

- cash payments from us, a Client or Related Fund or a portfolio investment;
- grants of carried interest generated by a Client or Related Fund;
- participation in management fees or carried interest of TPG-related vehicles, including general partners, management companies, us and/or other subsidiaries of TPG Operating Group that are entitled to receive payment of Management Fees and carried interest from the Clients or Related Funds;
- stock option or equity grants in a portfolio investment;
- profits interests in portfolio investments, or holding vehicles beneath a Client or Related Fund; and/or
- other similar payments from us, a Client or Related Fund or a portfolio investment.

This creates a conflict of interest because we have an incentive to structure compensation under strategic business partnerships so that the Client or Related Fund (and hence all partners) bears the costs (directly or indirectly) instead of us. In addition, as with Senior Advisors, our close business

relationship with a strategic partner gives us less incentive to negotiate with that strategic partner for a lower level of compensation.

We expect to also offer strategic partners the opportunity to co-invest alongside a Client, in some cases regardless of whether such partner played a significant role in sourcing or managing the specific investment (see “*Allocation of Co-Investment Opportunities*”).

Conflicts Arising from Interactions with Portfolio Investments. Portfolio investments and portfolio companies of Clients (or Related Funds) generally, including platform companies, are not our affiliates for purposes of the Governing Documents. As a result, a Client’s Governing Documents’ provisions that relate specifically to our affiliates do not apply to Clients’ (or Related Funds’) portfolio investments or their portfolio companies, platform companies or their respective management teams or employees, even if we have a significant economic interest in a portfolio company or portfolio investment and/or ultimately control it through our control of the relevant fund. For example, in the event that a Client or one of its portfolio investments purchases products or services from, or otherwise enters into a transaction with, a portfolio investment or portfolio company of another Client or Related Fund, such transaction generally would not trigger the advisory committee disclosure, review, approval or consent or trigger other provisions of the Governing Documents typically applicable to transactions with affiliates, unless we determine such material transaction gives rise to a conflict of interest that is material to a Client. Also, if a Related Fund establishes a platform company, investment opportunities that the platform company management sources for the platform company generally will not be offered to the Clients.

Given the collaborative nature of our business (and the business of our affiliates) and the portfolio companies and portfolio investments in which some Clients (or Related Funds) have invested, we (or Related Funds), from time to time, recommend the services of a portfolio company or portfolio investment to other portfolio companies or portfolio investments. For example, see “*Conflicts Related to Certain Service Provider Relationships*” for a discussion of portfolio investments providing services to or otherwise having business dealings with other Clients’ portfolio companies or portfolio investments. We have a conflict of interest in making these recommendations, in that we have an incentive to maintain goodwill between ourselves and the existing and prospective portfolio companies and portfolio investments for the Clients or Related Funds, while it is possible that the products or services recommended are not necessarily the best available to the portfolio investments of the Clients or the most favorably priced. See also “*Conflicts Relating to Rates of Third-Party Advisors and Other Service Providers.*”

From time to time, Clients and/or certain of their portfolio investments have ongoing business dealings, arrangements or agreements with persons who are former employees of ours or a Related Adviser. The Clients and/or their portfolio investments bear, directly or indirectly, the costs of such dealings, arrangements or agreements. In such circumstances, there exists a conflict of interest between ourselves and the Clients (or their portfolio investments) in determining whether to engage in or to continue such dealings, arrangements or agreements, including the possibility that we will favor the engagement or continued engagement of such persons even if a better price and/or quality of service could be obtained from another person. Portfolio investments of Clients also could be counterparties or participants in agreements, transactions or other arrangements with portfolio investments of other Clients that involve fees and/or servicing payments to us or our

affiliates which are not subject to management fee offsets or otherwise shared with the relevant Clients.

In addition, portfolio companies and portfolio investments of Clients or Related Funds, from time to time, make discounts and other benefits available to TPG AG Personnel in connection with such entities' products or services. Sometimes these discounts or benefits are extended to TPG personnel in only certain roles, such as board members of the portfolio companies or the portfolio investments. Such benefits or discounts are not considered compensation to TPG personnel and do not offset the Management Fees payable by investors in the related Clients.

Current and former officers and executives of portfolio companies and portfolio investments also invest in Clients. While we believe this aligns portfolio company and portfolio investment management teams with the best interests of the Client, we may, in certain circumstances, be incentivized to take (or refrain from taking) certain actions with respect to a portfolio company and portfolio investment in order to maintain the goodwill with such portfolio company and portfolio investment management team investor.

Conflicts Related to Strategic Transactions. TPG is a broad-based alternative investment platform that may engage in strategic transactions, including the investment in, acquisition of, or combination with, other investment platforms for any reason, including those that currently or may in the future sponsor, manage or advise funds, vehicles or accounts with investment mandates that are the same as, or similar to, the Clients' investment mandates. For example, TPG successfully completed its previously announced acquisition of Angelo, Gordon & Co., L.P. and its affiliates on November 1, 2023. Angelo Gordon now operates as TPG Angelo Gordon, a diversified credit and real estate investing platform within TPG. Except as expressly set forth in the Governing Documents, nothing in a Client's Governing Documents prohibit or restrict such strategic transactions. TPG is authorized to make investments for its own account, to further grow and expand its business and/or engage in other strategic acquisitions or transactions. TPG may also acquire and hold other assets used in the development of its business, including seed capital for the purpose of developing, evaluating and testing potential investment strategies, products or new strategies. TPG may also make other opportunistic investments and utilize investment strategies that mirror, or are similar to, in whole or in part, investment strategies implemented by TPG on behalf of the Clients. Investments by TPG may be made in lieu of or alongside the Clients, notwithstanding a Client's "duty to offer" provisions or other restrictions on affiliated co-investing, and TPG is subject to conflicts of interest in determining that an investment opportunity is appropriate for TPG and/or its affiliates in priority to a Client. In determining whether to pursue or engage in any strategic transaction, we are entitled to consider only the interests and factors that we desire, including our own interests. Nothing prohibits, restricts or otherwise limits us in any way from pursuing or engaging in any strategic transaction or operating any such investment platform following any such acquisition or combination, including continuing or expanding the business and operations of such investment platform or any fund, vehicle or account sponsored, managed or advised thereby. Such strategic transactions and the continued operations of any such investment platform may result in the re-allocation of the time and attention of TPG personnel (either on a temporary or permanent basis), including to the detriment of the Clients, or the allocation of investment, sale or other exit opportunities or liquidity options which otherwise would be allocated to or benefit a Client to instead be allocated to or benefit any such funds, vehicles or accounts, and will otherwise give rise to the same conflicts of interest that may arise

among the Clients and any Related Funds as described herein. Investors acknowledge and agree that, to the maximum extent not prohibited by applicable law (including the Advisers Act), neither we nor any of our affiliates will have any obligation to give any consideration to any interest of or factor affecting the Clients in connection with any such transaction (e.g., whether a Client would otherwise be interested in pursuing such transaction or whether such transaction involves funds, vehicles or accounts with investment mandates that are the same as, or similar to, a Client's investment mandate).

In the event that we, any of our affiliates or any other party engages in any such transaction or otherwise engages in any actions or any other event occurs that results in an "assignment" (including for purposes of the Advisers Act) of the Advisory Services Agreement or any other agreement (including because of any change in our control group), and as a result we or any other entity must seek the consent of the Client under applicable law.

Since the general partner of the Client is under common control with us and we each would likely have a financial interest in the consummation of any such transaction that is different from the interests of the Client or its limited partners, the general partner of the Client will likely have a conflict of interest in making this determination. Subject to any requirements set forth in a Client's Governing Documents, the general partner of the Client is under no obligation to seek approval from the Client's limited partners as to any such consent, and the limited partners will not have the right to remove the general partner or cause the Client to terminate the Advisory Services Agreement, transfer their interests or otherwise exit the Client, or exercise any other rights or remedies (other than those that are explicitly provided in the Client's Governing Documents).

Conflicts Arising in Respect of Alignment of Interest. A number of persons hold direct or indirect equity and other economic interests in TPG, including in our holding structures and certain other subsidiaries or vehicles that we control. On January 18, 2022, the Public Company completed an initial public offering. TPG is a subsidiary of TPG Operating Group, which is indirectly controlled by the Public Company. The officers, directors, members, managers and personnel of TPG, including certain key persons, can be expected to take into account certain considerations and other factors in connection with the management of the business and affairs of the Clients and their affiliates that would not necessarily be taken into account if we were not under the control of a publicly listed company, and certain of them have fiduciary duties to shareholders of the Public Company that could conflict with their duties to a Client. For example, although TPG believes its reputation in the marketplace will provide a benefit to a Client, we could decline to undertake investment activity or transact with a counterparty on behalf of a Client for reputational reasons, and these decisions could result in a Client foregoing a profit or suffering a loss. For additional information regarding the Public Company, please refer to its public filings, which may be accessed through the web site of the SEC (www.sec.gov) or TPG (<https://shareholders.tpg.com>).

Similarly, we have permitted and reserve the right to permit third-party investors (including potential Client investors in consideration of a capital commitment to a Client and potential Client investors or other third parties providing financing to a Client and/or its portfolio investments) to hold material direct or indirect equity and/or debt interests in, participate in fees and/or carried interest of or provide other forms of financing to, TPG-related vehicles, in each case, including the general partners, management companies and us and/or other subsidiaries of TPG Operating Group that are entitled to receive payment of Management Fees and carried interest from a Client and/or

Related Fund as well as entities we form to exercise our rights or discharge our obligations under the Governing Documents. This includes debt financing that is recourse to TPG and/or its employees as well as non-recourse debt, such as a securitization structure. TPG and/or its employees could also, but are not required to, participate in such vehicles by holding direct or indirect equity and/or debt interests. Any of the foregoing vehicles (including Related Funds) could be used to fund TPG's capital commitments to a Client and/or other Related Fund, including the required minimum commitment as well as any additional commitments permitted following the end of the fundraising period. In addition, TPG-related vehicles could make additional commitments and subsequently transfer all or a portion of such amount to a third party. Further, commitments by TPG AG Personnel or by other persons who are associated with TPG or their respective family members, estate planning vehicles or affiliates may be used by TPG to satisfy a general partner of a Client's required commitment to the Client. Such persons are not required to be involved in the investment activities of a Client, and the determination of whether a person is "otherwise associated with TPG" is made by us in our discretion. Senior Advisors are sometimes treated by TPG as fund personnel for purposes of the Governing Documents and, as such, commitments made by Senior Advisors may be used by TPG to satisfy a Client's general partner's required commitment to a Client. Because such person's commitments will generally not be subject to Management Fees and carried interest, these practices could have the effect of reducing the amount of Management Fees and carried interest received directly or indirectly by TPG Operating Group and/or the management companies and the general partners (including carried interest received by persons responsible for operating a Client and/or Related Fund) and/or the amount of capital contributed or remaining at risk by persons responsible for operating a the Clients and/or Related Funds, and lessening the alignment of interests between such persons and the investors in such Clients and/or Related Funds, as applicable.

Debt financing to a Client and its portfolio investments is expected to be provided, from time to time, by certain investors, investors in other Related Funds and other parties with material relationships with TPG, including, in each case, such persons who have an economic interest in a Client's general partner, us and/or TPG. TPG could have incentives to cause a Client and its investment vehicles to accept less favorable financing terms from such persons than it would from a third party as the financing may be negotiated in the context of a larger strategic relationship with TPG. A Client will not be required to obtain any consent or seek any approvals from investors or an advisory committee in the case of any of these conflicts.

Conflicts Relating to Fee Structure and Carried Interest. Certain Clients may have fixed investment periods after which capital is only permitted to be drawn down in limited circumstances, and Management Fees are, at certain times during the life of those Clients, based upon capital invested by the Clients. This fee structure creates an incentive to defer the realization of investments and/or deploy capital when we would not otherwise have done so.

See also "*Item 6 – Performance-Based Fees and Side-by-Side Management*" for a description of the other conflicts that arise as a result of the methodology for determining the amount of Performance Compensation earned by the general partner of a Client.

Conflicts Related to the Employee Retirement Income Security Act of 1974. We expect one or more Clients or Related Funds to hold plan assets subject to ERISA. If a Client or Related Fund holds plan assets subject to ERISA, we and certain related entities would be classified as

“fiduciaries” under ERISA with respect to the plan assets of such vehicles when acting on behalf of such vehicles. ERISA imposes certain general and specific responsibilities and restrictions on fiduciaries with respect to plan assets. As a result, in the event a Client or Related Fund holds plan assets subject to ERISA, such Client or Related Fund may be prohibited from entering into certain transactions if the investment would violate ERISA with respect to such Client or Related Funds, or may be obligated to take certain actions or refrain from taking certain actions in order to avoid a violation of ERISA with respect to such Client or such Related Funds.

Conflicts Related to Market Rates or Arms-Length Terms

In certain circumstances, where we commit or have committed to seek “market” or “arms-length” rates or terms, we will do so in our sole discretion. We reserve the right to deem third-party investment in a transaction to be verification that the transaction was entered into at a value that is “arm’s-length.” Consequently, we undertake no minimum amount of benchmarking, and do not represent that any such benchmarking ultimately will be accurate, comparable, or relate specifically to the assets, services, geographies, or comparable markets to which such rates or terms relate. Where such rates or terms include hourly components, we reserve the right to rely on approximations or estimates of time for purposes of allocating or charging for services. Any methodology, or choice among methodologies, involves potential conflicts of interest. Whether or not we have a relationship or receive financial or other benefit from recommending a particular service provider, there can be no assurance that no other service provider is more qualified to provide the applicable services or could provide such services at lesser cost. To the extent the Clients engage in a long-term or recurring contract with a service provider affiliated with us, we may not seek to benchmark or otherwise renegotiate the original fee arrangement for a significant period of time.

Conflicts Arising from the Exit of Certain Investments. The general partner of a Client, or its affiliates, may receive distributions in-kind from an investment disposition. In the event the general partner, or its affiliates, receives such a distribution, the general partner may act in its own interest with respect to its share of securities and will determine to sell the distributed securities, or hold the distributed securities for such time as the general partner will determine. The ability of a Client’s general partner to act in its own interest with respect to such distributed shares creates a conflict of interest between the general partner or affiliate, as an adviser to the Client, and the Client and its investors. This conflict may be exacerbated due to the enhanced knowledge and information the general partner has relative to the limited partners with respect to such securities.

Conflicts Arising from Customized Terms Provided to Certain Investors. Investors increasingly expect to make investments in private investment funds on customized terms. To the extent permitted by applicable law, we accommodate these expectations by entering into written agreements, which we refer to as “side letters,” with investors in connection with the formation of the applicable Client. We also reserve the right to provide customization by forming separate accounts for certain investors that would invest alongside the applicable Client on terms that differ from those in the Client’s Governing Documents.

A side letter typically relates solely to an investor’s interest in a single Client (i.e., it does not relate to any other Client or Related Fund) and allows the investor to make its investment in the Client on terms that are different from, and usually more favorable than, those set forth in the Governing

Documents. Investors are expected to request and receive customized and/or preferential terms, including with respect to, among other things:

- the ability to opt out of investments (which, to the extent exercised, would increase the other investors' pro rata interest in those investments), which opt-out rights could encompass a significant portion of a Client's investments, including those within its primary mandate;
- the reporting or notice obligations of the applicable Client's general partner or the Client;
- consent rights with respect to certain amendments to the applicable Client Governing Documents;
- the right to transfer interests in the applicable Client;
- the right to withdraw from the applicable Client in the event of adverse tax or regulatory events (which, if exercised, would increase the other investors' pro rata interest in such Client's investments);
- the right to appoint a representative or observer to the advisory committee of the applicable Client, if applicable, or other similar advisory groups;
- the right to participate in meetings with us with respect to the investment strategy of a Client, and to have access to investment and other professionals of TPG;
- additional confidentiality protections or waiver of existing confidentiality obligations;
- the right to receive and/or disclose certain information, including to underlying investors, regulatory agencies or to the public;
- structuring rights with respect to certain types of investments;
- economic terms, including reduced or modified Management Fees and/or Performance Compensation;
- participation in management fees and/or carried interest of TPG-related vehicles, including a Client's general partner, us and/or other subsidiaries of TPG Operating Group that are entitled to receive payment of Management Fees and Performance Compensation from the Clients or Related Funds;
- the investor-specific information or documentation that the applicable Client would otherwise provide to lenders, other financing sources or other third parties;
- the offering of co-investment opportunities (see "*Allocation of Co-Investment Opportunities*") and/or secondary opportunities;
- rights relating to default provisions, including the application or waiver of default remedies (including as a result of a failure of an investor to maintain sufficient

equity or debt financing, including an investor that is structured and controlled by TPG to hold the investments of certain underlying investors);

- distributions in-kind;
- rights relating to proceedings, including venue and jurisdiction and/or the waiver of jury trial and arbitration provisions; and/or
- any other terms, whether economic, procedural or otherwise.

Specifically, the preferential treatment may include certain investors of a Client receiving additional information that is not made available to a Client's investors generally. For example, (i) investors who designate representatives to participate on a Client Fund's advisory committee, (ii) investors who negotiate particular side letters and (iii) our affiliates, will have more information about such Client than other investors, and we will have no duty to ensure all of a Client's investors seek, obtain or process the same information regarding such Client and its investments. Similarly, certain investors in a Client are also investors in other Clients, or otherwise engage in transactions with us, and receive additional information through such arrangements. Certain information that is provided to one investor in a Client and not to another investor (or prospective investor) could be material. In particular, such information can affect a prospective investor's decision to invest in a Client or an investor's decision to take actions or make decisions pursuant to such Client's governing documents.

We will consider many factors in deciding whether to accord investors in Clients customized terms via a side letter, including those factors described in "*Regulation of the Financial Services Industry*," and we have economic and other commercial incentives to provide certain terms to certain investors. We expect to grant preferential treatment to the following types of investors:

- investors that have made or have proposed to make relatively large commitments to the Client and/or other Related Funds (either on a fund-by-fund or, in certain circumstances, aggregated basis, including across more than one Related Fund) or that are anticipated to be important to future TPG fundraising campaigns undertaken by us;
- investors that are strategic partners with respect to the Client's investment mandate;
- investors that have made a commitment on the initial closing date or during an early closing period or extended financing to a Client;
- investors that have a broader strategic relationship with us and/or TPG more broadly (see "*Diverse Membership*");
- investors that are members of an advisory committee;
- investors that are subject to specific legal, tax or regulatory requirements or policies applicable to them; and
- other investors meeting other criteria we consider reasonable in our discretion.

In general, no investor has any rights under the side letters of other investors, and, as a general matter, no investor will have recourse against a Client, TPG, us, a Client's general partner or any of our affiliates in the event that other investors have received additional and/or different rights and/or terms in such side letters. Side letter arrangements with certain investors impose additional restrictions on investing in certain types of assets, geographies or industries in order to meet certain legal, tax, regulatory, internal policy or other requirements of such investors. While these restrictions are intended to apply solely to such investors, they may ultimately restrict the investments made by a Client.

Matters arising under any side letter are subject to indemnification and exculpation by a Client pursuant to a Client's Governing Documents.

Favorable Terms Provided to Affiliates and Related Persons. Our employees, business associates and other "friends of the firm" are typically able to invest directly or indirectly in Clients on terms that are more favorable than those offered to other investors and can buy and sell securities or securities of issuers or obligors with debtor instruments which are held by a Client or may be suitable for such Client for their own account or the account of others. Such favorable terms may involve, among other things, a waived or reduced Management Fee, and the waiver or reduction of other restrictions. The Clients have no obligation to disclose or offer such favorable terms to any other investor in the Client, except to the extent required by the Governing Documents of the applicable Client or by applicable law.

Conflicts Related to the Interpretation of Governing Documents and Other Legal Requirements. The Governing Documents, subscription agreements, management agreements, and other constitutional documents of each Client are detailed agreements that establish complex arrangements among us, the limited partners, the Client, the general partner and other entities and individuals. Questions arise under these agreements regarding the parties' rights and obligations in certain situations, some of which will not have been contemplated at the time of the agreements' drafting and execution. In these instances, the operative provisions of the agreements, if any, may be broad, general, ambiguous or conflicting, and permit more than one reasonable interpretation. At times there will not be a provision directly applicable to the situation. While we will construe the relevant agreements in our good faith (it being understood that references to "good faith" in the Governing Documents refer to our subjective good faith, meaning honesty in fact) and in a manner consistent with our legal obligations (and, when appropriate, in consultation with external legal counsel), the interpretations we adopt will not necessarily be, and need not be, the interpretations that are the most favorable to the Clients or their investors.

Conflicts Related to the Withholding of Certain Information. The Governing Documents of certain Clients generally permit each such Client's general partner to withhold information from certain limited partners or investors in such Client in certain circumstances. For instance, information will at times be withheld from limited partners that are subject to the Freedom of Information Act or similar requirements. The general partner will also from time to time elect to withhold certain information to such limited partners for reasons relating to the general partner's public reputation or overall business strategy, despite the potential benefits to such limited partners of receiving such information.

In particular, it is anticipated that we and our affiliates will obtain certain types of material information from or relating to portfolio investments that will not be disclosed to investors because such disclosure is prohibited, including as a result of contractual, legal or similar obligations outside of the general partner's control. Decisions by us or our affiliates to withhold information may have adverse consequences for investors in a variety of circumstances. For example, an investor that seeks to transfer its interest in a Client may have difficulty in determining an appropriate price for such interest. Decisions to withhold information may also make it difficult for an investor to monitor the Client and its performance. Additionally, it is anticipated that investors that designate representatives to participate on an advisory committee generally may, by virtue of such participation, have more or earlier information about the Client and its investments in certain circumstances than other investors.

Item 12—Brokerage Practices

Investment or Brokerage Discretion

For each of the Client Funds, we have sole discretion over the purchase and sale of securities and instrument transactions (including the size of such transactions, time, price, manner and amount) and the broker dealer or counterparty, if any, to be used to effect transactions. Generally, there are no restrictions or limitations on our authority. Clients should expect to incur expenses associated with their securities transactions, including brokerage commissions and fees, commissions to other financial intermediaries, and other costs. These are all borne by the Client, and not us.

Securities and credit balances of Clients are maintained in the custody of financial institutions ("Prime Brokers") selected by us. Such Prime Brokers provide additional services to Clients which typically include clearance and settlement services and may also include margin loans and other financing. From time to time, Prime Brokers will also provide services on our behalf such as market information, research or Client or investor referrals.

In the course of selecting such brokers, dealers, banks and financial intermediaries to effect transactions for and with Clients, we may agree to such commissions, markups and markdowns, fees and other charges on behalf of our Clients as we shall deem reasonable under the circumstances taking into consideration all such factors as we and its personnel deem relevant, including, among other things, the quality of research services (even if such research services are not for the exclusive benefit of the relevant Client(s)). There is no assurance that the costs of such services will represent the lowest costs available. We may also receive Client referrals from broker-dealers or others providing services to Clients.

Commercial banks and dealers act as principals to effect fixed income trades (including bank debt) and earn a markup, not a commission, on such trades. Published research from such dealers may be provided to and used by us. Such research is generally provided free of charge and is not available for sale. Certain fixed income instruments such as bank debt or trade claims can be subject to settlement periods/closings in excess of the securities standard of trade date plus three days. Settlements/closings can range from ten to sixty days, or longer in the case of distressed, non-U.S. transactions and special situation trades.

We generally seek to obtain, among other things, best execution of securities transactions for our Clients. Best execution is not limited solely to the consideration of the best available commission rate. Based on the applicable investment strategy, a limited universe of dealers are in a position to offer investments to us. Accordingly, at times it is possible that we will have a limited selection of dealers or may only have one option with respect to our selection of a dealer. In such cases, the dealer offering the investment to us usually represents the only execution for such investment and is, therefore, the “best execution.”

When we are in a position to select from a range of brokers and dealers, we consider relevant factors such as: the ability to achieve prompt and reliable execution and settlement; the efficiency with which transactions are effected; the financial strength, integrity, reputation, and stability of the broker; the transaction’s size and timing; service as a Prime Broker or capital introduction capabilities; desired timing of the transaction; willingness and ability to commit capital (i.e., loss rations); availability of stocks to borrow; quality and timeliness of market information; ability to provide competitive term financing across a variety of asset classes; access to underwritten offerings and secondary markets; the broker-dealer’s ability to maintain our anonymity; the nature of the market for the security and the difficulty of execution; the quality of execution and service rendered by the broker-dealer in prior transactions; the quality, comprehensiveness and frequency of available research services considered to be of value; the belief that the broker-dealer charges fair and reasonable fees for trades, and that the Clients have been treated fairly and honestly in prior trades; the competitiveness of transaction costs and overall cost of trade (including commissions, markups, markdowns, spreads, and other costs); and our overall relationship with the broker-dealer. Thus, even when a range of brokers and dealers is available, transaction cost is not the sole factor used by us to evaluate execution. Research services provided by brokers may include written information and analyses concerning specific securities, companies or sectors; market, financial and economic studies and forecasts; statistics and pricing or appraisal services, as well as discussions with research personnel. We may have an incentive to select or recommend dealers based on an interest in receiving research or other products or services rather than Clients’ interest in receiving favorable execution and the commissions or markups and markdowns may exceed those charged by other available brokers or dealers based on the above.

TPG BD may also, in some cases, facilitate transactions on behalf of the Clients. However, TPG BD will only serve as a broker-dealer in a transaction if it is consistent with our fiduciary duties.

We do not have formal arrangements with specific brokers or dealers to receive research or other services beyond transaction execution in exchange for brokerage commissions from client transactions (so-called “soft dollar” arrangements). However, we may select brokers or dealers who provide us research reports and services, including: proprietary broker-dealer company research and analyses; oral and written reports, statistics and advice about the economy, industries and individual securities’ or company investment opportunities; reports on underwriting activity, bank rates, loan defaults, loan new issuance volumes and other capital markets statistics; and opportunities to confer with company management.

Our employees have received gifts and gratuities from broker-dealers or persons with whom we do business, including tickets to sporting events, meals and other entertainment, transportation, attendance at seminars or other educational training or informational events, logo items and other items of small value, gifts associated with life events such as birthdays or weddings, and gifts of

substantial value. Our Code of Ethics contains policies regarding the permissibility of gifts and entertainment and the required pre-approval.

We have no directed brokerage arrangements. If it were to engage in such arrangements, there is no assurance that best execution could be achieved.

Orders are allocated among eligible Clients in a manner which we believe is fair and equitable over time and in accordance with our allocation policy and procedures. Pro rata allocation is not always feasible, and allocations are driven by a number of factors including, among others, Client investment guidelines and the portfolio manager's overall view of the portfolio, including the nature and size of target positions and existing positions, available cash, cash needs, liquidity, regulatory restrictions, as well as market conditions and performance. Accordingly, our allocation decisions will affect performance, and certain Clients will not participate in gains or losses that were realized by other Clients with similar investment objectives. Likewise, certain allocations to Clients which provide for Performance Compensation could result in an increased economic benefit to us. See "*Allocation of Investment Opportunities*" in Item 11 herein.

We negotiate the rates of compensation that Clients pay. Some broker-dealers and other counterparties we select have (or are affiliates of entities that have) other material business relationships with us or our affiliates, or with our principals. In addition, certain Clients may not have clearing, custodial or financing arrangements (including ISDA agreements, repurchase agreements, securities lending agreements, futures agreements or give up/clearing agreements) with all counterparties that have relationships with other Clients. While we attempt to negotiate similar arrangements on behalf of all Clients, there can be no assurance that these arrangements will be uniform across all Clients, that we will be able to establish uniform arrangements in a timely manner or that such arrangements will be established at all. Accordingly, certain Clients may be subject to higher clearing, custodial and financing expenses.

In addition to using brokers as "agents" and paying resulting commissions, we sometimes cause Client accounts to buy or sell securities directly from or to dealers acting as principals at prices that include markups or markdowns, and may also cause Client accounts to buy securities from underwriters or dealers in public offerings at prices that include compensation to the underwriters and dealers.

With respect to transactions in derivatives (*i.e.*, swaps, forwards, options and futures (and options thereon)), we execute such transactions through regulated or exempt swap dealers, non-registered swap dealers, non-swap dealers or futures commission merchants. From time to time, we also use the services of introducing brokers.

We have established an advisory committee to oversee, among other things, the brokerage practices (the "Risk Committee"). The Risk Committee is comprised of members of senior management and generally meets at least quarterly. The Risk Committee provides oversight for our trading and funding activity with banks and broker-dealers and also conducts periodic reviews of the level of activity with each bank/broker-dealer.

Please refer to the section above entitled “*Conflicts Relating to Rates of Third-Party Advisors and Other Service Providers*” for a discussion of potential conflicts of interests that affect our choice of service providers, including broker-dealers.

Cross Transactions

From time to time, we or one or more of our related persons have, to the extent permitted under applicable law and the relevant Clients’ Governing Documents, effected Client cross-transactions where we cause a transaction to be effected between two or more accounts that we advise or between accounts that we advise and portfolio investments owned by one or more accounts that we advise, and expect to do so in the future. Such cross transactions will be engaged in if we believe that it is in the best interests of all relevant Client accounts to effect such transactions. No brokerage commission, fee or other remuneration will be charged to Clients in connection with the completion of a cross-transaction other than customary transfer fees or a marginal transaction fee for brokered cross trades.

Such cross transactions create conflicts of interest because, by not exposing such buy and sell transactions to market forces, a Client may not receive the best price otherwise possible, or we might have an incentive to improve the performance of one Client or a Related Fund by selling underperforming assets to another Client in order, for example, to earn fees. Additionally, in connection with such transactions, we

- may have significant investments, or intentions to invest, in the Client or Related Fund that is selling and/or purchasing such an investment; or
- otherwise have a direct or indirect interest in the investment (such as through certain other participations in the investment).

We may receive management or other fees in connection with our management of the relevant Clients or Related Funds involved in such a transaction, and may also be entitled to share in the investment profits of the relevant Clients or Related Funds.

In the event that we do effect cross transactions between Clients or Related Funds, we will seek to ensure that such transactions and any related disclosures are made consistent with applicable laws and agreements (including obtaining any requisite approvals thereunder) and our policies and procedures. In particular, we will seek to ensure that the transaction is:

- in our judgment, in the best interests of each Client involved in the transaction; and
- in compliance with any investment guidelines or restrictions for these Clients.

We have designed and implemented policies and procedures to address the conflicts of interest that arise in connection with cross-transactions. Cross-transaction generally require approval by the relevant Portfolio Manager(s) and the Risk and Compliance groups.

Continuation Vehicles and Continuation Transactions

From time to time, we also establish one or more continuation vehicles with respect to one or more portfolio investments and to hold long-dated investments and/or investments targeting a lower return, among other purposes (each, a “Continuation Vehicle”). Subject to certain limitations, a Client may sell one or more of its portfolio investments to any such Continuation Vehicle, in each case in accordance with the Governing Documents (each, a “Continuation Transaction”). In addition, we are authorized, in our sole discretion, to offer one or more investors (and/or one or more co-investors or other direct or indirect investors in such investment) the ability to continue holding a direct or indirect interest in such investment (a “Retained Interest”). Given that we may charge advisory fees, carried interest, or other compensation from the buyer of such investment in return for providing post-sale advisory or similar services (including reimbursements for costs and expenses) in connection with any Continuation Transaction or Retained Interest, we can potentially benefit to a greater extent in pursuing a Continuation Transaction or Retained Interest over other types of transactions when pursuing a Client’s exit from any investment. This creates the potential for conflicts of interest, and such conflicts will not restrict us from utilizing a Continuation Transaction or Retained Interest if we determine to do so in our sole discretion and such utilization is permitted by the Governing Documents. For example, it is possible that new investors will be subscribing for interests in the Continuation Vehicle (“Funding Limited Partners”) alongside investors that are offered the opportunity to roll their interests in the underlying investments (“Rolling Limited Partners”) and that Funding Limited Partners may participate in any such Continuation Transaction on terms that are more or less favorable than the terms offered to Rolling Limited Partners, resulting in additional conflicts of interest between the interests of Funding Limited Partners and Rolling Limited Partners. In addition, Funding Limited Partners may participate on terms that could result in dilution of Rolling Limited Partners’ indirect interests in the relevant underlying investments and could adversely affect returns to such Rolling Limited Partners. Also, as a consequence of the potential for Funding Limited Partners to be offered preferred economics in the Continuation Vehicle, the amount and timing of returns to a Rolling Limited Partner from a Continuation Vehicle may not be the same as those for the Funding Limited Partners, which may be paid in priority to returns to the Rolling Limited Partners. Similarly, the terms applicable to any investor’s Retained Interest may be less favorable than the terms applicable to other interests in the relevant underlying investment that are sold by the Client. Additionally, conflicts of interest arise in Continuation Transactions as a result of the allocation of fees and expenses, because fees and expenses will be incurred in connection with the transaction, and we might determine to allocate bankers’ fees and certain other fees and expenses solely to selling investors and not to certain investors in the Continuation Vehicle or vice versa.

Trade Aggregation

In pursuing our investment objectives, we will cause Clients to purchase and sell publicly traded securities through brokers. If we have determined to sell or purchase a publicly traded security at the same time for more than one Client, we will generally seek to combine or (“bunch”) orders for Clients because in many instances, such “bunching” of orders can result in lower commissions, a more favorable net price or more efficient execution than if each Client’s order were placed separately. There may, however, be instances in which order bunching results in a less favorable transaction than a particular Client would have obtained by trading separately. Similarly, when orders are not bunched, there may be circumstances when purchases or sales of portfolio securities for one or more Clients will have an adverse effect on other Clients. We are not obligated to place all transactions on a “bunched” basis. We generally seek to avoid putting any Client at an

advantage or disadvantage compared to other Clients that are buying or selling the same security. Each Client participating in a “bunched” order generally participates at the same price as all other participants, and all transaction costs on the order are generally allocated pro rata to all participating Clients.

Item 13—Review of Accounts

Review of Accounts

Responsibility for managing the Client’s accounts is spread among our investment professionals who are best suited and skilled to manage the asset class in which the account is invested. These professionals review and monitor the accounts on a daily basis. On an ongoing basis, these professionals review current market prices of securities and instruments held for Clients, review relevant financial markets and are involved in all major portfolio decisions. In addition, with respect to investments such as bank and other loans, financings, originations and related credit, fixed income and other instruments and claims, we review and analyze existing investment positions to attempt to identify issues early on and to take action when necessary. We meet periodically with members of our investment review committee to update them on such portfolio positions and related matters.

Client accounts are also regularly reviewed by our Head of Credit and Head of Real Estate and the Risk and Compliance groups in light of trading activity, Client guidelines and objectives, allocations and best execution and to provide instructions or guidance concerning Client transactions.

Reporting

A Client’s investors receive reports from the Client as described in the Governing Documents of the Client. Clients may enter into agreements with certain investors to provide such investors with additional reports, including detailed information regarding portfolio positions. In addition, investors may be supplied with a commentary on each month’s or quarter’s performance in monthly or quarterly letters. Generally, investors in Clients are provided with audited financial statements in compliance with the requirements of applicable law. The nature and frequency of written reports to investors in managed accounts are as agreed upon between us and the investors in those managed accounts.

Item 14—Client Referrals and Other Compensation

We pay certain third parties cash compensation for investor referrals in amounts based upon a portion of the advisory or performance fees earned by us with respect to investors or Clients introduced by the third party. Such arrangements will be disclosed to Clients in accordance with applicable law. The fact that we share with third parties a portion of the compensation we receive for investment advisory services will not result in any Client being charged investment Management Fees at a rate in excess of, or less than, the rate of Management Fees customarily charged by us to our Clients for similar services, nor will we charge any Client any other amount for the purpose of offsetting costs associated with Client referrals.

For information regarding any economic benefits we receive from non-clients, including a description of related conflicts of interest, please see “*Conflicts Arising from Business with Certain Investors*” in Item 11 above. In addition, as discussed in “*Conflicts Related to Certain Service Provider Relationships*” in Item 11, we and our related persons, in certain instances, receive discounts on products and services provided by portfolio investments held by Clients and/or the customers or suppliers of such portfolio Investments.

Item 15—Custody

Unless exempt under the Advisers Act, Client funds and securities over which we have custody are maintained or custodied with qualified custodians. Client Funds are generally subject to an annual audit conducted by an independent public accounting firm in accordance with GAAP and distributed to investors in the Client Funds within 120 days of the Client Fund’s fiscal year. To the extent that Clients are not subject to such audits, those clients will undergo an annual surprise examination by an independent public accountant to verify Client assets. For certain Clients that are discretionary separate accounts and for which we have determined we have custody, we have a reasonable belief that Clients receive at least quarterly statements from the qualified custodian that holds and maintains such Clients’ investment assets. We urge Clients who receive such statements from another qualified custodian to compare such official custodial records to the account statements that we provide to Clients.

Item 16—Investment Discretion

We typically receive full discretionary authority from Clients at the outset of an advisory relationship to select the identity and amount of securities to be bought or sold. In all cases, however, such discretion is exercised in a manner consistent with the stated investment objectives and guidelines for the particular Client. When selecting securities and determining amounts, we observe the investment policies, limitations and restrictions of the Clients which we advise. The Clients’ offering memoranda or Clients’ investment management agreements or guidelines may place limits on the types of securities, issuers or industries in the portfolio or the types of investment techniques that may be used in managing the Client portfolio.

Item 17—Voting Client Securities

We have been delegated the authority to vote on matters with respect to Client securities, including proxies or other corporate actions, such as consent requests regarding securities held by the Clients. We have adopted and implemented policies and procedures reasonably designed to ensure that we vote proxies in the best interests of the Clients. Clients generally cannot direct our vote.

It is our general policy to vote or to give consent on all matters presented to security holders in any proxy or similar request, and our policies and procedures have been designed with that in mind. However, we reserve the right to abstain on any particular vote or otherwise to withhold our vote or consent on any matter if, in the judgment of certain of our professionals, the costs associated with voting such proxy outweigh the benefits to the applicable Clients or if the circumstances make such an abstention or withholding otherwise advisable and in the best interest of the applicable Clients.

In exercising our voting discretion, we seek to avoid any direct or indirect conflict of interest between the Clients and the voting decision. If any conflict of interest is identified, our proxy voting policy requires that the Compliance group be notified to advise on next steps prior to voting. Where appropriate, and within our discretion, unaffiliated third parties may be used to help resolve conflicts or to otherwise assist us in fulfilling all or part of our voting obligations.

In accordance with the requirements of the Advisers Act, we maintain records of our proxy voting for at least five years and, at a Client's request, will furnish proxy voting information, free of charge, to the requesting Client within a reasonable period of time. Clients may request proxy voting information by contacting us at (212) 692-2000.

Item 18—Financial Information

Not applicable.