

Item 1 – Cover Page

Blackstone Management Partners L.L.C.

345 Park Avenue

New York, NY 10154

(212) 583-5000

www.blackstone.com

as of March 28, 2024

Form ADV, Part 2A; the “Brochure” provides information about the qualifications and business practices of Blackstone Management Partners L.L.C. (“BMP”) and its relying advisers.

If you have any questions about the contents of this Brochure, please contact us at (212)-583-5000. The information in this Brochure has not been approved or verified by the United States Securities and Exchange Commission (“SEC”) or by any state securities authority. BMP is registered with the SEC as an investment adviser. BMP’s registration as an investment adviser does not imply any level of skill or training. The oral and written communications BMP provides to you, including this Brochure, serve as information for you to use to evaluate BMP and should be considered in your decision whether to invest in an investment vehicle advised by BMP.

Additional information about BMP and its relying advisers is also available at the SEC’s website www.adviserinfo.sec.gov (click on the link “Investment Adviser Search”, select “Investment Adviser Firm” and type in “Blackstone Management Partners”). The search results will provide you with both Parts 1 and 2A of our Form ADV.

Item 2 – Material Changes

There has not been a material change to this Brochure since the last annual update on March 31, 2023.

However, please carefully read Items 5, 8 and 10, which have expanded upon the description of certain fees and expenses, potential risk of loss and potential conflicts of interest, respectively.

BMP, at any time, may update this Brochure and may either send you a copy or offer to send you a copy (either by electronic means (e-mail) or in hard copy form). If you would like another copy of this Brochure, please download it from the SEC's website as indicated on the cover of this Brochure, or you may contact us at (212) 583-5000.

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Item 4 – Advisory Business

BMP is a Delaware limited liability company. BMP provides investment advisory services to (i) Blackstone Capital Partners V L.P., BCP V-S L.P., Blackstone Capital Partners V-AC L.P. and any parallel or alternative investment vehicles relating to them (collectively, “BCP V”), (ii) Blackstone Capital Partners VI L.P. and any parallel or alternative investment vehicles relating to it (collectively, “BCP VI”), (iii) Blackstone Capital Partners VII L.P., Blackstone Capital Partners VII.2 L.P. and any parallel or alternative investment vehicles relating to them (collectively, “BCP VII”), (iv) Blackstone Capital Partners VIII L.P., Blackstone Capital Partners VIII (Ontario) L.P., Blackstone Capital Partners VIII (Lux) SCSp and any parallel or alternative investment vehicles relating to them (collectively, “BCP VIII”), (v) Blackstone Capital Partners Asia L.P., Blackstone Capital Partners Asia (Lux) SCSp and any parallel or alternative investment vehicles relating to them (collectively, “BCP Asia I”), and Blackstone Capital Partners Asia II L.P., Blackstone Capital Partners Asia II (Lux) SCSp and any parallel or alternative investment vehicles relating to them (collectively, “BCP Asia II”, and together with BCP Asia I, “BCP Asia”) and anticipates providing investment advisory services once the investment period starts to Blackstone Capital Partners IX L.P., Blackstone Capital Partners IX (LUX) SCSp and any parallel or alternative investment vehicles relating to them (collectively, “BCP IX” and together with BCP V, BCP VI, BCP VII, BCP VIII and BCP Asia, the “BCP Funds”). Each of the BCP Funds is an investment fund which specializes in leveraged buyouts and other principal investments. BMP also serves as investment adviser to Blackstone Energy Partners L.P. and any parallel or alternative investment vehicles relating to it (collectively, “BEP I”), Blackstone Energy Partners II L.P., Blackstone Energy Partners II.F L.P. and any parallel or alternative investment vehicles relating to them (collectively, “BEP II”), Blackstone Energy Partners III L.P., Blackstone Energy Partners III (Ontario) L.P., Blackstone Energy Partners III (Lux) SCSp and any parallel or alternative investment vehicles relating to it (collectively, “BEP III”) and anticipates providing investment advisory services once the investment period starts to Blackstone Energy Transition Partners IV L.P., Blackstone Energy Transition Partners IV (LUX) SCSp and any parallel or alternative investment vehicles relating to them (collectively, “BETP IV”, and together with BEP I, BEP II and BEP III, the “BEP Funds”). Affiliates of BMP serve as the general partner (the “BMP General Partner”) of each of the BCP Funds and the BEP Funds. BMP has been in business since October 2005. BMP’s regulatory assets under management (“RAUM”) were \$105,327,246,053 as of December 31, 2023.

Blackstone Core Equity Advisors L.L.C. (“BCEA”), a relying adviser of BMP, is a Delaware limited liability company that was established in 2015. BCEA provides investment advisory services to (i) Blackstone Core Equity Partners L.P. and any parallel funds, managed accounts,

arrangements or alternative investment vehicles relating to it (collectively, “BCEP”) and (ii) Blackstone Core Equity Partners II L.P. and Blackstone Core Equity Partners II (Lux) SCSp and any parallel funds, managed accounts, arrangements or alternative investment vehicles relating to them (collectively, “BCEP II” and, together with BCEP, the “BCEP Funds”). Each of the BCEP Funds is an investment fund which specializes in control-oriented investments in high quality, low volatility companies and other principal investments. Affiliates of BCEA serve as the general partner (the “BCEP General Partners”) of each of the BCEP Funds. BCEA has been in business since March 2015. BCEA’s RAUM were \$19,374,665,745 as of December 31, 2023.

Blackstone Communications Advisors I L.L.C. (“BCOM”), a relying adviser of BMP, is a Delaware limited liability company. BCOM provides investment advisory services to Blackstone Communications Partners I L.P. and any parallel or alternative investment vehicles relating to it (collectively, the “BCOM Funds”), which are investment funds specializing in leveraged buyouts and other principal investments in communications related investments. An affiliate of BCOM serves as the general partner (the “BCOM General Partner”) of each of the BCOM Funds. BCOM has been in business since July 2000. BCOM’s RAUM were \$36,643,146 as of December 31, 2023.

Blackstone Management Partners IV L.L.C. (“BMP IV”), a relying adviser of BMP, is a Delaware limited liability company. BMP IV provides investment advisory services to Blackstone Capital Partners IV L.P. and any parallel or alternative investment vehicles relating to it (collectively, the “BCP IV Funds”). BCP IV is an investment fund which specializes in leveraged buyouts and other principal investments. An affiliate of BMP IV serves as the general partner (the “BCP IV General Partner”) of each of the BCP IV Funds. BMP IV has been in business since September 2001. BMP IV’s RAUM were \$229,138,781 as of December 31, 2023.

BMP, BCEA, BCOM and BMP IV are collectively referred to herein as the “PE Advisers.” The BCP General Partners, BCP Asia General Partners, BEP General Partners, BCEP General Partners, BCOM General Partner and BCP IV General Partner are collectively referred to herein as the “General Partners.” The BCP Funds, the BEP Funds, the BCEP Funds, the BCOM Funds and the BCP IV Funds are collectively referred to herein as the “Funds.”

The ultimate parent of each PE Adviser is Blackstone Inc. (together with its affiliates, “Blackstone”), which is a publicly traded corporation listed on the New York Stock Exchange and which trades under the ticker symbol “BX”. Blackstone is a leading global alternative investment manager with investment vehicles focused on private equity, real estate, hedge fund solutions, credit, secondary funds, tactical opportunities, infrastructure, insurance solutions and life sciences.

Please see **Item 10 – Other Financial Industry Activities and Affiliations** for more information.

Description of Advisory Services

BMP serves as investment adviser to the BCP Funds and the BEP Funds pursuant to the terms of investment advisory agreements (the “Advisory Agreements”) between BMP and each of the BCP Funds and the BEP Funds, and makes investment decisions for the BCP Funds and BEP Funds including by evaluating investments for the BCP Funds’ and BEP Funds’ investments.

BCEA serves as investment adviser to the BCEP Funds pursuant to the terms of Advisory Agreements between BCEA and each of the BCEP Funds, and makes investment decisions for the BCEP Funds including by evaluating the BCEP Funds’ investments.

BCOM serves as investment adviser to the BCOM Funds pursuant to the terms of Advisory Agreements between BCOM and each of the BCOM Funds, and makes investment decisions for the BCOM Funds including by evaluating the BCOM Funds’ investments. The investment period for the BCOM Funds ended on June 29, 2006. The BCOM Funds’ only new commitments of capital are to existing investments.

BMP IV serves as investment adviser to the BCP IV Funds, pursuant to the terms of Advisory Agreements between BMP IV L.L.C. and each of the BCP IV Funds, and makes investment decisions for the BCP IV Funds including by evaluating the BCP IV Funds’ investments. The investment period for the BCP IV Funds ended on December 6, 2005. The BCP IV Funds’ only new commitments of capital are to existing investments.

The individual needs of the investors in the Funds are not the basis of investment decisions by the PE Advisers. Investment advice is provided directly to the Funds by the relevant PE Adviser and not individually to the Funds’ investors.

Through a series of delegation agreements, BMP also provides specific portfolio management services to certain private investment funds managed by an affiliated alternative investment fund manager for the purposes of the European Union Alternative Investment Fund Managers Directive (“AIFMD”).

Item 5 – Fees and Compensation

Management Fees and Performance Fees

Per the Advisory Agreements with each of the Funds, each PE Adviser is entitled to compensation for its services in the form of a management fee (the “Management Fee”), payable quarterly. The Management Fee varies by investor and the size of their commitment and is based on invested capital, remaining uninvested capital and/or committed capital, as applicable. In certain cases with respect to certain of the Funds, the Management Fee will be reduced for investments made by an investor in a Fund above a specified dollar amount. The PE Advisers may agree to waive Management Fees for a specified period of time following a Fund’s effective date with respect to investors in such Fund that have certain characteristics, such as if such investor participates prior to a specified closing of such Fund or makes a commitment to such Fund above a certain threshold. Prorated refunds would be provided for partial quarters, if any, to the extent applicable. For certain Funds, the PE Advisers agreed to waive Management Fees for a specified period of time following the Fund’s effective date with respect to Fund investors that satisfied certain criteria, such as if a Fund investor participated in an initial closing of a Fund or made a commitment to a Fund above a certain threshold. As set forth in Item 6 below, the General Partners of the Funds are eligible to receive performance-based or “carried interest” allocations. The Confidential Private Placement Memoranda (as supplemented from time to time) and the Partnership Agreements and Advisory Agreements (collectively, the “Organizational Documents”) of each Fund include further details on fees and compensation and related matters.

Management Fees and performance-based allocations are either withheld from distributions or, in the case of Management Fees, invoiced at an appropriate time pursuant to a capital call notice.

Certain investors in the Funds, including current and/or former senior advisors, officers, directors, personnel of Blackstone and/or other key advisors/relationships (including operating partners, executives, founders and entrepreneurs), Portfolio Entities of the Funds and Other Blackstone Clients (as defined herein), including the BTAS Funds, BXPE Funds and Blackstone Credit and Insurance Funds (each as defined herein) and any other existing or future Other Blackstone Clients, personnel of PJT Partners Inc. (“PJT”) and/or charitable programs, endowment funds and related entities established by or associated with any of the foregoing (including any trusts, family members, family investment vehicles, estate planning vehicles, descendants, trusts and other related persons or entities), and other persons related to

Blackstone (“Blackstone Investors”) will not pay Management Fees or performance-based carried interest allocations in connection with their investment in the Funds or Blackstone-sponsored investment vehicles that make investments in or alongside one or more of the Funds. For the avoidance of doubt, in the case of an affiliated Fund limited partner that is an Other Blackstone Client with its own underlying investors, such underlying investors are generally subject to carried interest and/or management fees in connection with their investment in such Other Blackstone Client. Notwithstanding the foregoing, such investors will either directly pay for their *pro rata* share of certain Fund expenses (as described below), or the *pro rata* amount of such expenses will be allocated to the General Partners or their affiliates. Such *pro rata* allocation of Fund expenses will, in certain circumstances, be calculated based on capital commitments, invested capital, available capital or other metrics as determined by the General Partners or their affiliates in their sole discretion. Any such methodology (including the choice thereof) involves inherent conflicts and will, in certain circumstances, not result in perfect attribution and allocation of expenses. In addition, to the extent current and/or former partners, employees, advisors and other persons referred to above, including their charitable programs, endowment funds and related entities established by or associated with any of the foregoing (including any trusts, family members, family investment vehicles, estate planning vehicles, descendants and other related persons or entities) and related entities, make capital commitments and/or otherwise invest in or alongside the Funds, any such amounts may, in each General Partner’s sole discretion, be treated as satisfying the applicable portion of any required capital commitment of such General Partner and/or its affiliates to the applicable Fund (even in circumstances where any such commitments or investments are made following a separation from Blackstone). For more information with respect to the allocation of Fund expenses, please see “Expenses” in Item 5 below.

Blackstone Strategic Relationships & Multi-Fund Arrangements:

In addition, Blackstone has entered, and it can be expected that Blackstone in the future will enter, into both (i) strategic relationships with investors (and/or one or more of their affiliates) that involve an overall relationship with Blackstone that could (but is not required to) incorporate one or more strategies (including, but not limited to, a different sector and/or geographical focus within the same or a different Blackstone business unit) in addition to the Funds’ strategies and (ii) arrangements that involve an agreement or understanding to subscribe for a capital commitment to the Funds and one or more Other Blackstone Clients (which may include a commitment already made recently to another Blackstone fund) (any such overall relationship and/or multi-fund arrangement in the foregoing (i) and (ii), a (“Strategic Relationship”). A Strategic Relationship often involves (but is not required to involve) an investor agreeing to make a capital commitment to two or more Blackstone funds,

one of which may be a Fund. To the fullest extent permitted by law, Fund investors will not receive a copy of any agreement memorializing a Strategic Relationship program (even if in the form of a side letter) or receive any other disclosure or reporting of the terms of or existence of any Strategic Relationship and will be unable to elect in the “most-favored nations” election process any rights or benefits afforded through a Strategic Relationship (and, for the avoidance of doubt, it is not expected that any further disclosure or reporting information will be shared with the limited partners about any Strategic Relationship, except as may be required by law). Specific examples of such additional rights and benefits have included and can be expected to include, among others, specialized reporting, secondment arrangements, discounts or reductions on and/or reimbursements or rebates of Management Fees or carried interest, secondment of personnel from the investor to Blackstone (or vice versa), targeted amounts for co-investments alongside Blackstone vehicles (including, without limitation, preferential or favorable allocation of co-investment, and preferential terms and conditions related to co-investment or other participation in Blackstone vehicles (including any carried interest and/or Management Fees to be charged with respect thereto, as well as any additional discounts, reductions, reimbursements or rebates thereof or other penalties that would result if certain target co-investment allocations or other conditions under such arrangements are not achieved)). The co-investment that is part of a Strategic Relationship can be expected to include co-investment in investments made by the Funds. To the extent any allocations are made pursuant to the Organizational Documents based on unused capital commitments, any such discount or reduction of Management Fees will cause the unused capital commitments of the applicable investors to fluctuate disproportionately as compared to the unused capital commitments of any other Fund investor without such Management Fee discount or reduction (and the same consequences will result from the different Management Fee terms amongst investors in the Funds as indicated in its Organizational Documents). Blackstone, including its personnel (including private equity personnel), can be expected to receive compensation from Strategic Relationships and be incentivized to allocate investment opportunities away from the Funds to or source investment opportunities for Strategic Relationships. Strategic Relationships will, in certain circumstances, result in fewer co-investment opportunities (or reduced allocations) being made available to Fund investors. In addition, from time to time, Blackstone may enter into economic and/or fee sharing arrangements with respect to one or more Funds, Other Blackstone Clients or certain limited partners thereof, which rights will not generally be made available to other limited partners. (See “Additional Potential Conflicts of Interest with respect to Co-Investment; Strategic Relationships Involving Co-Investment” in Item 10 below.)

Other Fees Payable to the PE Advisers and their Affiliates

In addition, pursuant to the Advisory Agreements with certain BCP Funds and BEP Funds, BMP charges investors with capital commitments below a certain threshold a servicing fee (the

“Servicing Fee”), subject to the right of the applicable General Partner, in its sole discretion, to reduce or waive such fee. The Servicing Fee is generally equal to a percentage based on capital commitments (and based on invested capital after the end of the investment period) and payable quarterly in arrears.

In addition to the Management Fee, Servicing Fee and performance-based allocations (see Item 6 below), the PE Advisers and their affiliates from time to time receive a variety of other fees as part of the investment activities of the Funds, including from or with respect to Portfolio Entities of the Funds and other persons (including co-investors and joint venture partners). Such fees include, without limitation, fees for asset management (including management fees and carried interest/incentive arrangements), development and property management; underwriting, syndication or refinancing of a loan or investment; energy procurement / brokerage fees, fees for Environmental, Social, and Governance (“ESG”) services loan servicing; special servicing; administrative services; advisory services on purchase or sale of an asset or company; advisory services; investment banking and capital markets services; treasury and valuation services; placement agent services; fund administration; internal legal and tax planning services; information technology products and services; insurance procurement, brokerage solutions and risk management services; data extraction and management products and services; services by BX Energy Portcos (as defined below); other products and services (including but not limited to restructuring, consulting, monitoring, commitment, syndication, origination, organization and financing, and divestment services); other servicing fees; healthcare consulting/brokerage fees; fees relating to group purchasing; financial advisory fees and similar fees for arranging acquisitions, other major financial restructurings and other similar operational and financial matters; operations fees; title insurance fees; energy procurement / brokerage fees, fees for ESG services, fees associated with aviation management including origination fees, servicer fees (e.g., services relating to lease collections/disbursements, maintenance, insurance, lease marketing and sale of aircraft/parts); asset management fees (e.g., services relating to the preparation of monthly cash flow models and industry asset management fees, incentive fees and other similar fees and annual retainers (whether in cash or in kind)). Such fees will not be required to be shared with the Funds or the Fund limited partners and will not result in any offset to the Management Fee payable by the Fund limited partners.

The Management Fee paid by Fund investors may be offset by a specified percentage (ranging from 50% to 100% depending on the type of fee and the Fund) of the net break-up, topping, commitment (including fees received in respect of guarantees as contemplated by the applicable partnership agreement), monitoring, transaction, directors’ and organizational fees

received by the PE Adviser and its affiliates net of reasonable out-of-pocket expenses incurred by the PE Adviser and its affiliates.

The Management Fee offset provisions for the Funds vary based on the terms of the Funds' respective Organizational Documents, but generally 100% of each Fund's *pro rata* share of certain specified fees set forth in the Organizational Documents of such Funds (net of reasonable out of pocket expenses incurred by the PE Advisers or their affiliates) will be applied to reduce Management Fees (not below zero). Any other fees received by the PE Advisers would not offset the Management Fee or performance-based allocations except as specifically provided in the Funds' Organizational Documents. Any such fees that result in an offset to the Management Fee only apply to the extent the fees giving rise to such offset are paid as part of and during the course of the Funds' investments in such Portfolio Entities and without regard to the nature of the fees, there will be no offset for Management Fees with respect to any fees paid to Blackstone after a Fund has exited an investment. For example, a Portfolio Entity may retain or continue to retain the Blackstone Capital Markets Group (including with respect to fees for services described herein) or continue to work with Blackstone in connection with group purchasing arrangements when and after a Fund exited its investment therein. Following an exit of a Fund's investment in a Portfolio Entity, Other Blackstone Clients may continue to hold interests (debt, and/or equity) in such Portfolio Entity, and Blackstone may begin to earn fees or continue to earn fees from such Portfolio Entity for providing services to such Portfolio Entity, including, but not limited to, capital markets advice, group purchasing and health care brokerage, insurance and other similar services, which in each case will not offset or reduce the Management Fee. Also, in the case of fees for services as a director of a Portfolio Entity, the Management Fee will not be reduced or offset to the extent any Blackstone personnel continues to serve as a director after a Fund(s) has exited (or is in the process of exiting) the applicable Portfolio Entities and/or following the termination of such employee's employment with Blackstone. Conflicts of interest are expected to arise when a Portfolio Entity enters into arrangements with Blackstone on or about the time a Fund exits its Investment in such Portfolio Entity.

Certain of the Funds bear the cost of fund administration and accounting (including, without limitation, maintenance of the Funds' books and records, preparation of net asset value and other valuation support services, as applicable (e.g., valuation model and methodology review, review of third-party due diligence conclusions and sample testing), preparation of periodic investor reporting and calculation of performance metrics, central administration and depositary oversight (e.g., periodic and ongoing due diligence and coordination of investment reconciliation and asset verification), audit support (e.g., audit planning and review of annual financial statements), risk management support services (e.g., calculation and review of investment and leverage exposure), ESG and sustainability support services, regulatory risk

reporting, data collection and modeling and risk management matters and tax support services (e.g., annual tax and VAT returns and FATCA and CRS compliance)) and in-house attorneys to provide transactional legal and related tax advice, tax planning and other related services (including, without limitation, entity organization, structuring, due diligence, document drafting and negotiation, closing preparation, post-closing activities (such as compliance with contractual terms and providing advice for investment-level matters with respect to fiduciary and other obligations and issues), litigation or regulatory matters, reviewing and structuring exit opportunities) provided by Blackstone personnel and related parties (including, without limitation, Blackstone Europe Fund Management S.à r.l. (“BEFM”), including all services provided by BEFM to any Fund that would be considered costs of fund administration if provided by Blackstone to a Fund (notwithstanding the customary scope of such services by third-party service providers)) to the Funds and their Portfolio Entities, including the allocation of their compensation (including, without limitation, salary, bonus and benefits) and related overhead otherwise payable by Blackstone, or pay for their services at market rates. In certain circumstances, a Fund will engage a third-party administrator and in such circumstances there may be some overlap in the services performed by the third-party administrator and Blackstone personnel and such Fund and its parallel vehicles will bear all such costs. The services of in-house attorneys generally include, without limitation, services with respect to M&A, capital markets or financing transactions, tax or regulatory structuring, supervision of external counsel and service providers, attending internal and external meetings (including investment committee meetings) and communicating with relevant internal and external parties. Any determination of whether fees and costs attributable to Blackstone personnel and related parties reflect market rates or arm’s length terms will not take into account for benchmarking purposes any fees and costs borne by the Funds with respect to third parties providing similar services (e.g., an external administrator). Fund investors should carefully consult the applicable Fund’s offering documents and Organizational Documents to determine the fees, if any, that can be offset and the Management Fee offset percentage, if any, applicable to the Funds in which they are invested. (See “Other Blackstone Business Activities” in Item 10 below.) In addition, from time to time, each PE Adviser can be expected to also engage and retain on behalf of its Funds and/or their Portfolio Entities strategic advisors, consultants, senior advisors, operating advisors, industry experts, joint venture and other partners and professionals and market participants, any of whom might be current or former executives or other personnel of the Sponsor, its affiliates or Portfolio Entities of a Fund and who, from time to time, can be expected to receive payments from, or allocations with respect to, Portfolio Entities or the Funds, and such amounts will not offset the Management Fee paid by the Funds. (See “Advisors, Consultants and Partners” in Item 10 below.)

The precise amount of, and the manner and calculation of, the fees and compensation described above, including the Management Fee, Servicing Fee and performance-based compensation, are established by the PE Advisers through negotiations with investors in each Fund, and the offering documents, the Organizational Documents and the Advisory Agreement of each Fund include further details on such fees, compensation and related matters.

Expenses

To the extent permitted by applicable law, the following is a list of expenses that are typically borne by the Funds (and indirectly by the limited partners of the Funds). This list is not intended to be exhaustive; prospective and existing investors in the Funds are advised to review the applicable Fund offering materials and Organizational Documents for a more extensive description of the expenses associated with an investment in the Funds. Subject to the limitations set forth in the Organizational Documents, costs, expenses and charges specifically attributed or allocated by each PE Adviser and its affiliates to the Funds may exceed what would be paid to an unaffiliated third party for substantially similar services.

- Legal fees (including, for certain funds, compensation and benefits costs specifically allocated or attributed by the PE Advisers or their affiliates with respect to in-house attorneys to provide transactional legal and related tax advice and/or services to the Funds and their Portfolio Entities on matters related to potential or actual investments).
- Regulatory filing fees and expenses of the Funds, including but not limited to, compliance with U.S. federal and state securities laws and international laws, such as the AIFMD (including any costs associated with the AIFMD marketing passport) or the European Union Sustainable Finance Disclosure Regulation and any other applicable legislation or regulations related to the European Commission's Action Plan on Financing Sustainable Growth ("SFDR") or the Cayman Islands Private Funds Law.
- Expenses related to the relevant PE Adviser's ongoing legal and/or compliance-related matters and reporting obligations, such as diligencing placement agents, monitoring their activities for compliance with placement agent agreements and administering and monitoring compliance with side letters entered into with Fund limited partners (including the process of distributing and implementing applicable elections pursuant to any "most-favored-nations" clauses in side letters), and disclosure and reporting obligations to the extent they relate to the Funds' activities (e.g., Form PF, U.S. Commodity Futures Trading Commission ("CFTC") filings, AIFMD filings, SFDR disclosures, Annex IV and the Cayman Islands Private Funds Law) or the laws, rules, regulations or similar requirements of jurisdictions in which the Funds engage in activities (or in which any actual or potential investor is resident or established) and any

related regulations, including costs and expenses of collecting and calculating data and preparation of regular reports to be filed with EEA member states.

- Expenses relating to Freedom of Information Act and similar requests.
- Administrative fees (including in-house administration/accounting costs, where applicable), expenses and/or charges, including overhead related thereto (see “Other Blackstone Business Activities” in Item 10 below).
- Organizational expenses associated with operating the Funds, such as filing fees, legal costs and expenses (including expenses of preparing, reviewing and negotiating partnership agreements, side letters, placement agent arrangements, documentation of third-party sponsored feeders, and other related organizational documents).
- Operating expenses.
- Costs, fees and expenses of third-party directors and officers.
- Consultant and senior advisor expenses (including ESG and/or sustainability consultants) (see “Advisors, Consultants and Partners” in Item 10 below) and the expenses of investment bankers.
- Costs, charges, expenses and fees for obtaining and maintaining technology (including, for certain funds, the costs of any professional service providers, subscriptions and related software/hardware, internal expenses, charges and/or related costs incurred, charged or specifically attributed or allocated (based on methodologies determined by Blackstone) by the Funds, the PE Advisers or their affiliates in connection with such provision of technology services, including, without limitation, costs and expenses of technology service providers and related software/hardware/SaaS and server infrastructure and hosting (including service providers and related software/hardware that analyze operational improvements as a part of due diligence or otherwise utilized in connection with the Funds’ investments or utilized in connection with reporting and communication to the limited partners) (including, for example, Investor Reporting, HedgeHog, HedgeSphere, iLevel, Niagara/HRM and Investran)) and market data and research and subscriptions).
- Accounting fees.
- Sourcing fees.
- Taxes and tax-related interest and expenses related to the preparation and delivery of any entity-level taxes, penalties and governmental charges.
- Tax advisor fees, including all expenses in connection with any tax audit, examination or investigation.
- Audit fees.
- Banks and brokerage commissions.
- Transaction fees.
- The cost of trading (including trading errors).

- Clearing costs.
- Fees and expenses associated with borrowings, guarantees and other financing or derivative transactions (including interest, fees and related legal expenses).
- Expenses of loan servicers and other service providers (including, for the avoidance of doubt, the costs and charges allocable with respect to the provision of fund administration or other services and professionals related thereto (including secondees and temporary personnel or consultants (including individuals consulted through expert network consulting firms)) as deemed appropriate by the General Partner).
- Asset/property management fees.
- Expenses associated with the sourcing, development, negotiation, acquisition, holding, providing financing with respect to, monitoring and disposition of any or all investment(s) including any expenses related to attending trade association and/or industry meetings, conferences or similar meetings, or visits or meetings with one or more companies or company executives in which the Fund may invest (including, without limitation, travel, accommodation and related expenses related to such entity, fees paid to any service providers of such entities (including BEFM and any other affiliates of Blackstone)).
- Fees, costs and expenses related to the organization or maintenance of any entity (including intermediate entities or other vehicles) used to acquire, hold or dispose of any one or more investments or otherwise facilitating a Fund's investment activities (including but not limited to amounts required to be paid to the managing general partner of any Funds domiciled in Luxembourg), including without limitation any travel and accommodation expenses related to such entity, fees paid to any service providers of such entities (including BEFM, BX Fund Services Luxembourg and any other affiliates of Blackstone) and the salary and benefits of any personnel (including personnel of the General Partners or their affiliates) reasonably necessary and/or advisable for the maintenance and operation of such entity (including the salary and compensation of personnel of any Luxembourg, Irish or Cayman Islands entities formed in connection with the Funds' activities and the meetings of officers or directors of such entities or their general partners) and costs and expenses associated with the leasing of office space (including, without limitation, rent and refurbishment costs) and Blackstone's activities (e.g., the appointment of new managers) for such entities in Luxembourg, Ireland or the Cayman Islands).
- Custodial, depository, representative and paying agent and other third-party professional fees.
- Research-related expenses, including news and quotation equipment and services and data collection such as market data and research utilized in connection with the Funds' investment and operational activities, which may be allocated based on assets under

management, usage rates, proportionate holdings, or a combination thereof, and including costs allocated by Blackstone's internal research and third-party groups (which are generally based on time spent), internal and third-party printing (including a flat service fee) and publishing (including time spent performing such internal printing and publishing services).

- Broken deal expenses (see "Broken Deal Expenses" in Item 10 below).
- Expenses associated with investments structured with one or more "master" vehicles that are formed for co-investors (including Consultants) to participate in such investments through (including organizational and audit expenses).
- Expenses associated with the preparation, printing and delivery of the Funds' periodic reports and related financial and other statements and investor notices and communications (including preparation and delivery of tax returns (including any tax returns or filings required to be made by the Fund in any jurisdictions in which any limited partner is resident or established (including, for example, German tax filings, to the extent the Fund has two or more German Investors)), K-1s, Forms 200 and 205 and other communications or notices relating to the Funds, including periodic investor notices and communications).
- Expenses of the L.P. Advisory Committees (as defined in the Organizational Documents) or board of directors, including director fees, as applicable or any Independent Client Representative (if any) (as defined herein) (including travel, accommodation, meal, event entertainment and other similar expenses in connection with any meetings of the L.P. Advisory Committee and any fees, expenses and costs of any legal counsel or other service providers of the L.P. Advisory Committee).
- Expenses of investor meetings (including any annual meetings of the Funds) regardless of whether all Fund investors are invited to such meetings (including reasonable accommodation, meal, travel, entertainment and other similar expenses of the Fund investors in connection with such meetings).
- Travel, accommodation and other related expenses for capital raising, marketing and investor related services (including the cost of (i) space to hold meetings with prospective investors relating to capital raising and marketing and (ii) appearing or speaking at events sponsored by financial advisers or other intermediaries (which in each case may be prorated among multiple Blackstone products to the extent they are covered at those meetings or events)).
- Expenses associated with a Fund's compliance with applicable laws and regulations.
- Expenses associated with any governmental and/or regulatory inquiry, investigation, proceeding and/or litigation, private litigation (including discovery requests), arbitration, or audit involving the Funds or entities in which the Funds have investments or with any threat to initiate any of the foregoing, including the amount of

any judgments, fines, other governmental fees or charges, remediation or settlements paid in connection therewith and expenses associated with researching and gathering information in respect of any discovery requests or potential litigation and defending against claims by third parties.

- Expenses incurred in connection with complying with provisions in investor side letter agreements, including “most favored nations” provisions.
- Travel, accommodation and entertainment and related expenses in connection with the Funds’ organization, fundraising and investment activities (including first class and/or business class airfare (and/or private charter, where appropriate, such as when commercial equivalent travel is not available for the applicable itinerary), first class lodging, ground transportation, travel and premium meals (including closing dinners and mementos, cars and meals, social and entertainment events with actual or potential Portfolio Entity management and/or employees, customers, clients, borrowers, brokers and service providers)), including any expenses related to attending trade association and/or industry meetings, conferences or similar meetings. Travel and entertainment expenses in connection with a trip taken by employees of a PE Adviser and/or a General Partner for purposes of multiple matters will generally be allocated to each such matter based on the time spent for each matter and then the resulting expenses will be allocated among the Funds, Other Blackstone Clients and/or the PE Adviser as otherwise set forth herein.
- Expenses related to hedging arrangements and currency conversion and associated with the acquisition, settling, holding, monitoring, and disposition of investments (including without limitation, any brokerage, custody, hedging costs or currency conversions).
- Insurance (including expenses related to procurement, brokerage and placement thereof and solutions and risk management services, and cost of title insurance, general partnership liability or other insurance for the benefit of the PE Advisers, their affiliates and related persons).
- Indemnification expenses (including advancement of any fees, costs or expenses to persons entitled to such indemnification).
- Expenses of liquidating the Funds.
- Marketing, advertising, printing, wholesaling and other capital raising expenses (including travel, accommodation and other related expenses) associated with investor admission/subscription and investor related services and other similar costs (including the cost of space to hold meetings with prospective investors related to capital raising and marketing) and conducting diligence on any prospective investor and costs, fees and/or expenses associated with responding to information requests from limited partners and other persons.

- Arbitration expenses.
- Valuation costs (including expenses incurred in connection with services performed by any independent valuation advisor).
- Expenses of third-party advisors (including senior advisors, operating advisors, founders, executives and entrepreneurs) and advisory committees of the Funds as well as of other goods and services provided by third parties and other third-party professionals.
- Expenses and fees (including compensation and benefits costs) charged or specifically attributed or allocated by the PE Advisers or their affiliates for data management and data related services (*e.g.*, data analytics and statistical modeling) provided to the Funds (including in connection with prospective investments).
- The costs of secondees, including personnel of Portfolio Entities, vendors, service providers (including law firms and accounting firms) and investors of the Funds and Other Blackstone Clients providing services to Blackstone and/or Portfolio Entities.
- Expenses related to certain personnel of Blackstone and its affiliates, including fees for acquisition and/or transaction services to brokers, consultants (including ESG consultants) or other finders, seconded to Portfolio Entities, vendors, service providers and vendors or limited partners of the Funds and Other Blackstone Clients to provide finance, accounting, operational support, data management and other similar services, including the sourcing of investments for the Funds or other parties (see “Secondments and Internships” in Item 10 below).
- The costs (including attorneys’ fees) with respect to actual or proposed transfers of interests in the Funds, and potential transfers of interests that are not ultimately consummated, that are not borne by the parties thereto.
- All fees, costs and expenses (including fees, costs and expenses of third parties) incurred in connection with the diligencing, establishment, implementation, assessment, attestation, monitoring and/or measurement of the ESG-related programs and initiatives with respect to the Funds (including all fees, costs and expenses incurred in connection with tracking tools, engineering, land, seismic, geographical or geological reporting tools, climate risk and resiliency assessments, greenhouse gas (“GHG”) emissions assessments and reduction evaluations, ESG metrics assessments, diversity and inclusion assessments, and any other such assessments, measurements, advice, verification, assurance or reports prepared on, conducted as part of implementing, monitoring, standardizing, disclosing and maintaining such programs, to the extent implemented.
- Expenses relating to developing and maintaining AI Technologies (including but not limited to costs of professional service providers, subscriptions and related software and hardware, server infrastructure and hosting, internal Blackstone expenses, fees,

charges and/or related costs incurred, charged or specifically attributed or allocated (based on methodologies determined by Blackstone) to the Funds, the PE Adviser or their affiliates in connection with such AI Technologies).

Additionally, as a result of a public health emergency like the COVID-19 pandemic, the PE Advisers have determined in the past, and may in the future determine, in its discretion, that it is most effective and/or efficient to use private air and/or charter travel due to travel restrictions and/or health and safety considerations, including to and from locations where Blackstone personnel are currently living (even if different than where Blackstone has historically had offices). The cost of such private air or charter travel, which may be increased due to an epidemic, shall be an expense of the Funds subject to and in accordance with Blackstone's policies. The PE Advisers also may determine to use alternative methods, including the use of technology, when sourcing and conducting diligence on potential Investments and monitoring of existing Investments, and the expenses associated with such methods should be allocated to the Funds.

From time to time, the General Partners will be required to decide whether costs and expenses are to be borne by the Funds, on the one hand, or the relevant General Partner and PE Adviser, on the other, and whether certain costs and expenses should be allocated between or among a Fund, on the one hand, and other Funds or Blackstone's other investment funds, investment vehicles, permanent capital vehicles, accounts, and related entities and/or other similar arrangements (including those in existence as of the date hereof and those that may be formed in the future, collectively, "Other Blackstone Clients"), on the other hand. Certain expenses may be suitable for only a particular Fund, feeder entity or participating Other Blackstone Client and borne only by such vehicle, or, as is more often the case, expenses may be allocated pro rata among each participating Other Blackstone Client and the Funds (or all such Funds in the case of expenses applicable to the Funds generally) even if the expenses relate only to particular vehicle(s) and/or investor(s) therein (including, for the avoidance of doubt, the expenses of any feeder entities and each of their respective alternative investment vehicles). Any entities established in connection with Blackstone's side-by-side co-investment rights and any Other Blackstone Clients that co-invest alongside the Funds in investments (which, for the avoidance of doubt, are not considered "parallel funds" or "parallel vehicles" of the Funds) will generally not be required to bear any portion of the organizational expenses or any other non-investment related Fund expenses (given that those other vehicles generally bear their own non-investment related expenses). The PE Advisers intend to generally allocate partnership expenses, including partnership expenses of a Fund, any feeder entities and other parallel funds and alternative investment vehicles, and organizational expenses of such Fund, any feeder entities and the parallel funds between or among such Fund, any feeder entities, the parallel funds, and each of their respective alternative investment vehicles, as applicable,

on a pro rata basis based on capital commitments to the fullest extent permitted by applicable law, invested capital or available capital, as applicable, but may in certain circumstances allocate such expenses in a different manner if the PE Advisers determine in good faith that doing so is more equitable or appropriate under the circumstances. This will result in such Fund bearing a portion of certain partnership expenses and/or organizational expenses attributable to feeder entities and/or another parallel fund that are not directly connected to such Fund and its activities, including expenses incurred in connection with either such Fund's or a feeder entity's or parallel fund'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 (including, but not limited to, those expenses for AIFMD, SFDR, Regulation (EU) 2020/852 of the European Parliament and of the Council of 18 June 2020 on the establishment of a framework to facilitate sustainable investment and other ESG-related rules and applicable EEA regulations)). Likewise, while the aggregate amount of capital contributions to be made by the partners for Fund expenses will generally be allocated among the partners based upon each of their unused capital commitments or with respect to Fund expenses directly and solely attributable to an investment, their interests in such investment, the PE Advisers may in certain circumstances allocate such expenses in a different manner if the PE Advisers determine in good faith that doing so is more equitable or appropriate under the circumstances (for example, if a Fund expense is directly attributable to the status of a particular partner or group of partners). For example, certain expenses may be incurred by or on behalf of a Fund, feeder entities, parallel funds, other Funds and Other Blackstone Clients and will be allocated among such Fund and such feeder entities, parallel funds, other Funds and Other Blackstone Clients by the PE Advisers in their good faith reasonable discretion, including, in the case of travel, based on estimated time spent with respect to the business of the Funds and Other Blackstone Clients. For the avoidance of doubt, any amounts required to be funded by investors participating in feeder entities (or withheld from their distributions by the General Partners) to satisfy their share of expenses of any such feeder entities will not reduce (or be deemed to reduce) Fund limited partners' unused capital commitments unless otherwise agreed by the General Partners in their sole discretion. With respect to broken deal expenses, the Funds and Blackstone's side-by-side vehicles (as applicable) will generally be required to bear their pro rata portion of broken deal expenses in accordance with the amount they were expected to invest in the unconsummated deal. Any such broken deal expenses could, in the sole discretion of the PE Advisers, be allocated solely to the applicable Funds and not to Other Blackstone Clients or co-investment vehicles that could have made the relevant investment, even when the Other Blackstone Client or co-investment vehicle commonly invests alongside the Funds in its investments or Blackstone or Other Blackstone Clients in their investments (including such standing co-invest vehicles). In such cases the Funds' shares of

expenses would increase. In the event broken deal expenses are allocated to an Other Blackstone Client or a co-investment vehicle, the PE Advisers or applicable Funds will, in certain circumstances, advance such fees and expenses without charging interest until paid by the Other Blackstone Client or co-investment vehicle, as applicable. (See “Broken Deal Expenses” in Item 10 below.) In addition, certain Portfolio Entities will provide services (including identifying potential investments) to the Funds, Other Blackstone Clients and their respective Portfolio Entities in respect of certain investments that are not ultimately consummated and such costs will be borne by the Funds. Further, any fees and expenses incurred in connection with the organization of a co-investment vehicle (including fees and expenses related to negotiating the governing documents of such co-investment vehicle (including non-disclosure agreements with counterparties) as well as fees and expenses described above) that is expected to invest alongside the Funds in an investment are expected to be borne by the Funds to the extent such co-investment vehicle does not ultimately make such investment, whether or not such investment is consummated by the Funds. The General Partners will make such allocation judgments in its fair and reasonable discretion, notwithstanding its interest in the outcome, and may make corrective allocations should, based on periodic reviews, it determines that such corrections are necessary or advisable. There can be no assurance that a different manner of allocation would not result in the Funds or an Other Blackstone Client bearing less (or more) expenses. The Funds may incur fees, costs and/or expenses that will not always be directly related to a specific potential investment and may be more general in nature and focused on industry sectors. Such fees, costs and/or expenses are initially expected to be allocated to the Funds as Fund expenses, notwithstanding the fact that such fees, costs and/or expenses or related services could directly or indirectly inure to the benefit of Blackstone, its affiliates, their personnel or Other Blackstone Clients and their Portfolio Entities, in addition to or in lieu of the Funds. To the extent that such fees, costs and/or expenses are specific to a particular investment (such as due diligence), and such investment is ultimately consummated in whole or in part by one or more Other Blackstone Clients, the PE Advisers expect to allocate a portion of such fees, costs and/or expenses attributable to such investment that would otherwise be borne by the Funds to the Other Blackstone Clients ultimately consummating such investment. The formal allocation decision is typically made shortly prior to committing to an investment and may result in substantial amounts of broken deal expenses being borne by the Funds. Conflicts exist in the allocation of the costs and benefits of these arrangements, and limited partners rely on the PE Advisers to handle them in its sole discretion, and there can be no assurance that the PE Advisers will resolve such conflicts of interest in a manner that is favorable to the limited partners or the Funds.

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

In addition to the Management Fees and other fees described in Item 5 that are received by the PE Advisers, the General Partner of each Fund receives a portion of the profits in respect of investment proceeds from each Fund with respect to each Fund limited partner (other than those that are affiliates of the PE Adviser), which is equal to twenty percent (or in respect of the BCEP Funds, ten percent) of the amounts otherwise distributable to such limited partner with respect to any particular investment (as set forth in the applicable Fund's Organizational Documents). Such allocation of profits is only allocated to such General Partner when specific conditions are met, including, in the case of distributions of disposition proceeds, the return to each of the Fund limited partners of an aggregate amount equal to all capital contributed to the applicable Fund by such limited partner for realized investments and any writedowns (or net writedowns in certain cases) on unrealized investments, fees and expenses allocable to such investments and the receipt of a preferred return on such amounts.

The Funds generally distribute current income from an investment in the manner described above relating to distributions of disposition proceeds except that distributions of current income are made on an investment by investment basis and do not take account of a return of capital and any writedowns, but will take into account actual unrecovered losses from prior dispositions and, in certain circumstances, certain allocated fees and expenses.

The fact that a PE Adviser's affiliates are in part compensated based on the performance of the Funds creates a greater incentive for a General Partner to make more speculative investments on behalf of a Fund or time the purchase or sale of investments in a manner motivated by the personal interest of Blackstone personnel than if such performance-based compensation did not exist. However, the significant commitment by Blackstone to invest in the Funds and the General Partner clawback and related guarantee, where applicable, should reduce the incentives to make more speculative investments or otherwise time the sale of investments based on considerations related to carried interest. The General Partner clawback, where applicable, potentially creates other misalignments of interests between a General Partner and limited partners, such as an incentive for such General Partner to defer disposition of an investment that would result in a realized loss and trigger the clawback, or delay the dissolution and liquidation of a Fund if doing so would trigger a clawback obligation.

As described in Item 5, Blackstone Investors are not subject to Management Fees or carried interest allocations.

Item 7 – Types of Clients

The PE Advisers manage the Funds. The Funds' investors may consist of some or all of the following:

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

Investors also include other funds, vehicles and/or accounts managed by affiliates of Blackstone (including investors in Funds established for the BTAS Funds, Blackstone Harrington Partners L.P., Blackstone Insurance Solutions, BXPE Funds and Strategic Partners funds). All investors are subject to applicable suitability requirements. Each PE Adviser and General Partner requires that each investor in the Funds be (i) an “accredited investor” as defined in Regulation D under the U.S. Securities Act of 1933, as amended (the “Securities Act”), and (ii) a “qualified purchaser” as defined in Section 2(a)(51) of the U.S. Investment Company Act of 1940, as amended (the “1940 Act”), and meet other suitability requirements (including, in some circumstances, a person that is not a U.S. Person as defined in Regulation S under the Securities Act). Generally, investors must invest a minimum dollar amount as determined in the applicable General Partner’s sole discretion. Each General Partner reserves the right, in its sole discretion, to waive the minimum dollar amount.

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

Investment Strategies

The PE Advisers offer advice to the Funds generally to invest in equity and equity-related securities (including (i) preferred stock, debt and other securities relating to common equity investments and (ii) preferred stock, debt and other securities that are expected to produce equity-like returns) in conjunction with privately negotiated transactions. These investments are generally made in connection with acquisitions, dispositions, restructurings, workouts, management acquisitions and other similar situations and typically utilize some degree of leverage.

The PE Advisers' investment analysis methods include fundamental, technical and cyclical research. The PE Advisers' investment professionals are responsible for evaluating securities (and other products) for investment. The PE Advisers' investment professionals also review all portfolios for adherence to the investment objectives of each portfolio and the Fund's stated investment strategies.

The PE Advisers' personnel generally meet each Monday to discuss potential and pending transactions. If a PE Adviser's consideration of a transaction has advanced beyond the preliminary evaluation stage, a brief memorandum to a review committee (the "Review Committee") is prepared and the transaction is discussed at the regular weekly meetings of the Review Committee. If at such meeting the Review Committee authorizes the transaction team to continue to pursue the transaction, the transaction team will conduct further work. If the transaction reaches the stage where the transaction team proposes to make a definitive bid to acquire or invest in the target company or business (usually this is the "second round" of bidding, following an initial round in which preliminary, non-binding indications of interest are submitted by interested bidders), it will prepare a detailed memorandum on the transaction for the investment committee ("Investment Committee") and convene a meeting of the Investment Committee to discuss the transaction in depth with the transaction team and decide whether to authorize such a definitive bid and what the bid should be. In addition to an in-depth discussion of the target company or business and the investment thesis, deal tactics, key diligence findings and potential exit strategies will usually be discussed by the Investment Committee and the transaction team. The Investment Committee will often conduct multiple meetings on a particular deal. Both the Review Committee and the Investment Committee processes involve a consensus approach to decision making among committee members. The power to, among other things, grant approval for the Funds to acquire a particular investment, finance or refinance any new or existing investment or dispose of an existing investment may

be delegated to a sub-committee of the Investment Committee and may be further delegated to particular investment professionals and/or other Blackstone professionals.

The PE Advisers also seek to integrate ESG principles into their investment process and operating philosophy. They have adopted a firm-wide ESG policy, which outlines its approach to integrating ESG in its business and investment activities.

Because the investment period for each of the Funds advised by BCOM and BMP IV have ended, BCOM and BMP IV personnel meet as necessary to discuss the investment activities of their respective Funds.

Risk of Loss

An investment in the Funds entails a significant degree of risk and therefore should be undertaken only by investors capable of evaluating the risks of the Funds and bearing the risks such investments represent. Set forth below is a non-exhaustive list of such risks (some of which may not apply to a particular Fund):

- 1.No assurance of investment return
- 2.Illiquid and long-term investments
- 3.Reliance on Blackstone
- 4.Side letters and agreements
- 5.Role of private equity professionals
- 6.Financial market fluctuations; availability of financing
- 7.Economic, political and social risks
- 8.United Kingdom relations with the European Union and related volatility
- 9.Russian invasion of Ukraine
- 10.General economic and market conditions
- 11.Investment outside the United States generally
- 12.Weather and climatological risks
- 13.Non-controlling investments; investments with third parties
- 14.Investments in open market purchases; publicly traded securities
- 15.Nature of debt securities
- 16.Investments in restructurings
- 17.Investments in regulated industries
- 18.Unionization
- 19.Access to information from portfolio entities
- 20.Risks relating to due diligence of investments
- 21.Misconduct by general partner employees and partnership service providers
- 22.Expedited transactions
- 23.Highly competitive market for investment opportunities; operators and other partners
- 24.Environmental matters
- 25.Climate change risk

26. Deployment of capital
27. Epidemics/pandemics
28. Coronavirus and public health emergencies
29. Investments in the natural resources, energy and energy transition and climate solutions sectors generally
30. Energy, natural resources and energy transition and climate solutions regulatory risk
31. Hedging risks/derivatives
32. "Platform" investments; additional capital requirements
33. Enhanced scrutiny and potential regulation of the private investment fund industry and the financial services industry (including SEC proposals to impose new regulatory restrictions and obligations on private fund advisers)
34. Reliance on portfolio entity management and third parties
35. Outsourcing
36. Pay-to-Play laws, regulations and policies
37. Portfolio entity liabilities
38. Risks from operations of other Portfolio Entities
39. Risk of limited number of investments; lack of diversification
40. Cyber security breaches, identity theft, denial of service attacks, ransomware attacks, and social engineering attempts
41. Software code protection
42. Technological, scientific and other innovations
43. Investments in less established companies
44. Possible legislative or other developments
45. Legal, tax and regulatory risks
46. OFAC and sanctions considerations
47. Absence of oversight under the 1940 Act
48. Risk arising from potential control group liability
49. General tax considerations
50. FATCA
51. Limitations on deductions of business interest
52. Convertible Securities
53. Partnership audit legislation
54. Liabilities on disposition of investments
55. Derivatives; Registration under the U.S. Commodity Exchange Act
56. Cayman Islands regulatory oversight
57. Financial industry regulation
58. Distributions in-kind
59. Foreign currency and exchange rate risks
60. Change of law risk
61. Cayman Islands data protection
62. Impediments to M&A and private equity activities
63. Phantom income
64. Inflation
65. Regional risk; interdependence of markets

- 66.Social and political unrest/terrorist activities/war
- 67.Natural disasters
- 68.Corruption risk; FCPA
- 69.Legislation adversely affecting Blackstone employees and other service providers
- 70.Privatization
- 71.Foreign investment controls
- 72.CFIUS and similar non-U.S. regulatory regimes
- 73.Hong Kong National Security Law
- 74.Foreign capital controls
- 75.Legal framework and corporate governance
- 76.Accounting, disclosure and regulatory standards
- 77.Investments in emerging markets and the Asia Pacific region
- 78.Australian investment structure and regulatory review
- 79.Potential collapse of the Euro
- 80.Chinese growth slowdown; Chinese economy
- 81.Bankruptcy
- 82.Negative consent
- 83.Future Investment techniques and instruments
- 84.Governmental action risks
- 85.Force majeure risk
- 86.Availability of insurance against certain catastrophic losses
- 87.Volatility of commodity prices
- 88.Catastrophe risks
- 89.Adequacy of reserves; participation in follow-on investments
- 90.Failure to make payments
- 91.Electronic delivery of certain documents
- 92.Litigation
- 93.Risks in effecting operating improvements
- 94.Volatility of credit markets affecting ability to finance and consummate investments
- 95.Bridge financings
- 96.Credit support
- 97.Leverage; subscription and NAV lines of credit
- 98.Securitizations; back leverage; holding vehicles
- 99.Preferred financing; margin loans
- 100.Documentation and legal risks
- 101.Permits, approvals and licenses
- 102.Benchmark reform and the impact on LIBOR and other IBORs
- 103.Subscription credit facility
- 104.GDPR/Privacy
- 105.Taxation in certain jurisdictions
- 106.UBTI & ECI; tax treatment of non-U.S. feeder vehicles and corporations
- 107.U.S. Tax Reform
- 108.Placement agents
- 109.Provision of managerial assistance

- 110.ERISA considerations
- 111.Operational risk
- 112.No market for limited partnership interests; restrictions on transfers
- 113.Participation arrangements for subsequent closers (and dilution)
- 114.Charitable and political contributions
- 115.Recycling, reinvestments
- 116.European Commission Action Plan on Financing Sustainable Growth/SFDR
- 117.Sustainability Risks
- 118.Sponsor voting
- 119.Exclusion; excuse rights
- 120.Annual informational meetings
- 121.Handling of mail
- 122.Valuation matters
- 123.Uncertainty of projections
- 124.European market infrastructure regulation
- 125.EU risk retention requirements
- 126.Base erosion, profit shifting and related measures
- 127.Anti-tax avoidance directives
- 128.DAC6
- 129.Alternative investment vehicles
- 130.Corruption
- 131.Antitrust risk
- 132.Risks related to recent developments in the banking sector
- 133.Cybersecurity and Data Protection
- 134.Artificial Intelligence Developments
- 135.Data Protection
- 136.Regulation with Respect to Private Funds and Investment Advisers
- 137.October 7th Attacks on Israel; Aftermath
- 138.Custody and Banking Risks
- 139.Data Protection

Investors are advised to review the applicable Fund’s offering materials for a more extensive and detailed description of the applicable investment strategies and the risks of investing in such Fund.

Stock markets, bond markets and real estate markets fluctuate substantially over time and performance of any investment is not guaranteed. As a result, there is a risk of loss of value in the assets which a PE Adviser manages that is not in the PE Adviser’s control. The PE Advisers cannot guarantee any level of performance or that investors in the Funds will not experience a substantial or complete investment loss. There is no assurance that the Funds will be able to generate returns or that the returns will be commensurate with the risks inherent in their investment strategies. The marketability and value of any such investment will depend upon

many factors beyond the control of the PE Adviser. The expenses of the Funds may exceed their income, and an investor in a Fund could lose the entire amount of its contributed capital. Therefore, an investor should only invest in a Fund as part of an overall investment strategy, and only if the investor can withstand a total loss of its investment. The past investment performance of the Funds cannot be taken to guarantee or predict future results of the Funds or any investment in the Funds.

Inflation. The U.S. and other developed economies are experiencing higher-than-normal inflation rates. It remains uncertain whether substantial inflation in the U.S. and other developed economies will be sustained over an extended period of time and how significantly it will impact the U.S. or other economies. Inflation and rapid fluctuations in inflation rates have had in the past, and could in the future have, negative effects on economies and financial markets, particularly in emerging economies. For example, if a Portfolio Entity is unable to increase its revenue in times of higher inflation, its profitability will likely be adversely affected, including, without limitation, as a result of increased operating costs. Portfolio Entities could have revenues linked to some extent to inflation, including, without limitation, by government regulations and contractual arrangements. Nevertheless, as inflation rises, even if a Portfolio Entity earns more revenue, it will typically also incur higher expenses. Furthermore, as inflation declines, it is possible that a Portfolio Entity will not be able to reduce expenses commensurate with any resulting reduction in revenue. Additionally, wages and prices of inputs increase during periods of inflation, which can negatively impact returns on investments. In an attempt to stabilize inflation, certain countries have imposed and could continue to impose wage and price controls or otherwise intervene in the economy, and certain central banks have raised and could continue to raise interest rates.

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

Recent Developments in the Banking Sector. Events involving limited liquidity, defaults, non-performance of contractual obligations, or other adverse developments that affect financial institutions, transactional counterparties or other companies in the financial services industry or that affect the financial services industry generally, or concerns or rumors about any events of these kinds or other similar risks, have in the past led and could in the future lead to market-wide liquidity problems. Notably, recent bank closures in the United States and Europe have caused uncertainty for financial services companies and fear of instability in the

global financial system generally. Recent developments, such as the UBS Group AG's acquisition of Credit Suisse Group AG and JPMorgan Chase Bank's assumption of all of First Republic Bank's deposits and substantially all of its assets, and any similar future developments can be expected to also have other implications for broader economic and monetary policy including interest rate policy, and could impact the financial condition of banks and other financial institutions globally. In addition, certain financial institutions – in particular, smaller and/or regional banks but also certain global, systemically important banks – have experienced volatile stock prices and significant losses in their equity value, and there is concern that depositors at these institutions have withdrawn, or will withdraw in the future, significant sums from their accounts at these institutions. Notwithstanding intervention by U.S. governmental agencies to stabilize the banking sector and to protect the uninsured depositors of banks that have recently closed, there is no guarantee that the uninsured depositors of a financial institution that closes (which depositors could include the Fund and/or its Portfolio Entities) will be made whole or, even if made whole, that such deposits will become available for withdrawal in short order. There is a risk that other banks, or other financial institutions, will be similarly impacted, and it is uncertain what steps (if any) financial regulators and central banks would take in such circumstances. As a consequence, for example, a Fund and/or its Portfolio Entities could be delayed or prevented from accessing money, making any required payments under their own debt or other contractual obligations (including making payroll obligations) or pursuing key strategic initiatives, and investors could be impacted in their ability to honor capital calls and/or receive distributions. In addition, such bank failures or instability could affect, in certain circumstances, the ability of both affiliated and unaffiliated joint venture partners, lenders, co-lenders, syndicate lenders or other parties to undertake and/or execute transactions with a Fund, which in turn would result in fewer investment opportunities being made available to a Fund, result in shortfalls or defaults under existing investments, or impact a Fund's ability to provide additional follow-on support to Portfolio Entities. In addition, in the event that a financial institution that provides credit facilities and/or other financing to a Fund or its Portfolio Entities closes or experiences distress, there can be no assurance that such financial institution will honor its obligations or that the Fund or such Portfolio Entities will be able to secure replacement financing or capabilities at all or on similar terms and/or in a timely manner. See also "Custody and Banking Risks" herein. Uncertainty caused by recent bank failures – and general concern regarding the financial health and outlook for other financial institutions – could have an overall negative effect on banking systems and financial markets generally. For the foregoing reasons, there can be no assurances that conditions in the banking sector and in global financial markets will not worsen and/or adversely affect a Fund, its Portfolio Entities or their respective financial performance.

Custody and Banking Risks. The Funds will maintain funds with one or more banks or other depository institutions ("Banking Institutions"), which include US and non-US Banking

Institutions, and the Funds will enter into credit facilities or have other financial relationships with Banking Institutions. The distress, impairment or failure of one or more Banking Institutions with whom the Funds, their Portfolio Entities and/or the PE Advisers transact could inhibit the ability of the Funds or their Portfolio Entities to access depository accounts or lines of credit at all or in a timely manner. In such cases, it is possible that the Funds would be forced to delay or forgo investments or to call capital when it is not desirable to do so, resulting in lower performance for the Funds. In the event of such a failure of a Banking Institution where the Funds or one or more of their Portfolio Entities holds depository accounts (including accounts used for depositing principal and interest payments from borrowers on loans owned by the Funds), access to such accounts could be restricted and U.S. Federal Deposit Insurance Corporation ("FDIC") protection will generally not be available for balances in excess of amounts insured by the FDIC (and similar considerations could apply to Banking Institutions in other jurisdictions not subject to FDIC protection). In such instances, it is possible that the Funds and their affected Portfolio Entities would not recover such excess, uninsured amounts and instead, would only have an unsecured claim against the Banking Institution and participate pro rata with other unsecured creditors in the residual value of the Banking Institution's assets. The loss of amounts maintained with a Banking Institution or the inability to access such amounts for a period of time, even if ultimately recovered, could be materially adverse to the Funds or their Portfolio Entities. One or more investors or the PE Advisers could also be similarly affected and unable to fund capital calls, further delaying or deferring new investments. In addition, the Adviser will not always be able to identify all potential solvency or stress concerns with respect to a Banking Institution or to transfer assets from one bank to another in a timely manner in the event a Banking Institution comes under stress or fails.

Additionally, there can be no assurances that a Fund or its Portfolio Entities will establish banking relationships with multiple financial institutions. The Funds and their Portfolio Entities are expected to be subject to contractual obligations to maintain all or a portion of their respective assets with a particular bank (including, without limitation, in connection with a credit facility or other financing transaction). Moreover, the Advisers Act custody rule generally prohibits the PE Advisers from transferring the Funds' funds to an account of the PE Advisers or its related persons. Circumstances could arise where such a bank shows signs of distress or impairment and Blackstone and Portfolio Entities would need to decide between (1) moving assets to another bank in breach of such contractual obligations or to an account of the PE Advisers or its related persons in potential violation of the Advisers Act custody rule (thereby exposing the Funds or Portfolio Entities to breach of contract liability and/or regulatory risk), on the one hand, and (2) honoring the contractual obligations and adhering to

the Advisers Act custody rule but running the risk of losing the assets, on the other hand. Either decision could have a material adverse effect on the Funds or Portfolio Entities.

Artificial Intelligence Developments. Recent technological developments in artificial intelligence, including machine learning technology and generative artificial intelligence such as ChatGPT (collectively, “AI Technologies”), pose risks to the PE Advisers, the Funds, and the Portfolio Entities (including Portfolio Entities of the Funds and Other Blackstone Clients expected to provide services to the Funds). Any of these technological innovations could result in harm to the PE Advisers or the Portfolio Entities, significantly disrupt the market in which they operate and subject them to increased competition, which could materially and adversely affect their business, financial condition and operations, and have an adverse impact on the Funds.

The PE Advisers, the Funds, and the Portfolio Entities intend to avail themselves of the benefits, insights and efficiencies that are available through the use of AI Technologies. However, the use of AI Technologies presents a number of risks that cannot be fully mitigated. For example, AI Technologies are highly reliant on the collection and analysis of large amounts of data and complex algorithms, but it is not possible or practicable to incorporate all relevant data into models that AI Technologies utilize to operate. Moreover, with the use of AI Technologies, there often exists a lack of transparency of how inputs are converted to outputs and the PE Advisers cannot fully validate this process and its accuracy. The accuracy of such inputs and the resulting impact on the results of AI Technologies cannot be verified and could result in a diminished quality of work product that includes or is derived from inaccurate or erroneous information. Further, inherent bias in the construction of AI Technologies can lead to a wide array of risks, including but not limited to accuracy, efficacy and reputational harm. Therefore, it is expected that data in such models will contain a degree of inaccuracy and error, and potentially materially so, and that such data, as well as algorithms in use, could otherwise be inadequate or flawed, which would be likely to degrade the effectiveness of AI Technologies and could adversely impact the PE Advisers, the Funds, or Portfolio Entities and investments to the extent they rely on the work product of such AI Technologies. At the same time, any interruption of access to or use of AI Technologies could impede the ability of the PE Advisers, the Funds, and Portfolio Entities to generate information and analysis that could be beneficial to them and their business, financial condition and results of operations. AI Technologies will likely also be competitive with certain business activities or increase the obsolescence of certain organizations’ products or services, particularly as AI Technologies improve. This could also have an adverse impact on Portfolio Entities, the PE Advisers, and the Funds.

AI Technologies can also be misused or misappropriated by third parties and/or employees of the PE Advisers or Portfolio Entities. For example, there is a risk that a user will input confidential information, including material non-public information, or personal identifiable information, into AI Technologies applications, resulting in such information becoming part of a dataset that is accessible by other third-party AI Technologies applications and users, including competitors of the PE Advisers, the Funds, and their Portfolio Entities. Moreover, the PE Advisers, the Funds, and Portfolio Entities will not necessarily be in a position to control the manner in which third-party AI Technologies are developed or maintained or the manner in which third parties use AI Technologies to provide services, even where they have sought contractual protections. The use of AI Technologies, including potential inadvertent disclosure of confidential information or personal identifiable information of the PE Advisers, Clients, or Portfolio Entities, could also lead to legal and regulatory investigations and enforcement actions. Relatedly, the PE Advisers, the Funds and Portfolio Entities could be exposed to risks to the extent third-party service providers or any counterparties use AI Technologies in their business activities.

The PE Advisers expects to be involved in the collection of such data and/or development of proprietary AI Technologies in the ordinary course. To this end, the Funds will pay and bear all expenses and fees associated with developing and maintaining such technology, including the costs of any professional service providers, subscriptions and related software and hardware, server infrastructure and hosting, internal Blackstone expenses, fees, charges and/or related costs incurred, charged or specifically attributed or allocated (based on methodologies determined by Blackstone) to the Funds, the PE Advisers or their affiliates in connection with such AI Technologies. (See “Expenses” herein).

Regulations related to AI Technologies could also impose certain obligations on organizations, and the costs of monitoring and responding to such regulations, as well the consequences of non-compliance, could have an adverse effect on Blackstone, the PE Advisers, the Funds, and Portfolio Entities. For example, the EU is in the process of introducing a new regulation application to certain AI Technologies and the data used to train, test and deploy them (the “EU AI Act”). Once in effect, the EU AI Act would impose material requirements on both the providers and deployers of AI Technologies, with infringement punishable by sanctions of up to 7% of annual worldwide turnover or EUR 35 million (whichever is higher) for the most serious breaches. See also the description of the Predictive Data Proposal in “Regulation with Respect to Private Funds and PE Advisers” herein. Complying with the EU AI Act and the Predictive Data Proposal, once effective, and other regulations related to AI Technologies, could involve material compliance costs and/or adversely affect the operations or results of Blackstone, the PE Advisers, and Portfolio Entities, and have an adverse impact on the Funds.

AI Technologies and their current and potential future applications, including in the private investment and financial sectors, as well as the legal and regulatory frameworks within which they operate, continue to rapidly evolve, and it is not possible to predict the full extent of current or future risks related thereto. For more information on risks relating to information security, see “Cybersecurity and Data Protection” herein.

Epidemics/Pandemics. Certain countries have been susceptible to epidemics, which can be designated as pandemics by world health authorities, most recently a novel and highly contagious form of coronavirus (“COVID-19”). The outbreak of such epidemics or pandemics, together with any resulting restrictions on travel or quarantines imposed, has had and could continue to have a negative impact on the economy and business activity globally (including in the countries in which the Funds invest), and thereby can be expected to adversely affect the performance of the Funds’ investments. Furthermore, the rapid development of epidemics or pandemics could preclude prediction as to their ultimate adverse impact on economic and market conditions, and, as a result, presents material uncertainty and risk with respect to the Funds, the performance of their investments, Portfolio Entity operations, and the ability of the Funds to achieve their investment objectives.

Coronavirus and Public Health Emergencies. From 2020 to 2022, in response to the COVID-19 pandemic, many countries instituted quarantine restrictions and took other measures to limit the spread of the virus. This resulted in labor shortages and disruption of supply chains and contributed to prolonged disruption of the global economy. It is difficult to predict the extent to which the ripple effects of the COVID-19 pandemic will continue to be felt and adversely affect the Funds’ investments. In addition, a widespread reoccurrence of COVID-19 (including any new or variant outbreaks) or another pandemic or global health crisis could increase the possibility of periods of increased restrictions on business operations, labor shortages and disruption of supply chains, which could have a significant adverse impact on the Funds’ and Portfolio Entities’ business, financial condition, results of operations, liquidity and prospective investments and exacerbate many of the other risks discussed herein.

In the event of another pandemic or global health crisis like the COVID-19 pandemic, Portfolio Entities could experience decreased revenues and earnings, which could adversely impact the PE Advisers’ ability to realize value from such investments and in turn reduce the Funds’ performance. Investments in certain sectors, including hospitality, location-based entertainment, retail, travel, leisure and events, office and residential, and in certain geographies could be particularly negatively impacted, as was the case during the COVID-19 pandemic. Portfolio Entities could also face increased credit and liquidity risk due to volatility in financial markets, reduced revenue streams and limited access or higher cost of financing,

which could result in potential impairment of the Funds' investments. In the event of significant credit market contraction as a result of a pandemic or similar global health crisis, certain Funds could be limited in their ability to sell assets at attractive prices or in a timely manner in order to avoid losses and margin calls from credit providers.

A pandemic or global health crisis can be expected to also pose enhanced operational risks. For example, the PE Advisers' employees could become sick or otherwise unable to perform their duties for an extended period, and extended public health restrictions and remote working arrangements can be expected to impact employee morale, integration of new employees and preservation of Blackstone's culture. Remote working environments could also be less secure and more susceptible to hacking attacks, including phishing and social engineering attempts. Moreover, the PE Advisers' third-party service providers could be impacted by an inability to perform due to pandemic-related restrictions or by failures of, or attacks on, their technology platforms. Additionally, restrictions on immigration and processing of visas and other work permits could affect the work force of the Funds' Portfolio Entities, some of which rely on foreign talent as an important part of their work force, which could have a material adverse impact on their ability to implement their business plans.

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

Geopolitical Conflicts and Risk. As economies and financial markets worldwide become increasingly interconnected, the likelihood increases that geopolitical conflicts in one country or region will adversely impact markets or issuers in other countries or regions, including in ways that are difficult to predict or foresee. The impacts of these conflicts or events can be exacerbated by failures of governments and societies to respond adequately to a geopolitical conflict and subsequent emerging events or threats. For example, local or regional armed conflicts have led to significant sanctions by the U.S., EU, and other countries against certain countries and persons and companies connected with certain countries. Such armed conflicts and sanctions and other local or regional developments can exacerbate global supply and pricing issues, particularly those related to oil and gas, and result in other adverse developments and circumstances, as well as increased general uncertainty, for markets, economies, issuers, businesses, and societies both globally and in specific jurisdictions.

Although these types of conflicts have occurred and could also occur in the future, it is difficult to predict when similar conflicts affecting the U.S. or global financial markets and economies will occur, the effects of such events or conditions, potential retaliations in response to sanctions or similar actions, and the duration or ultimate impact of those conflicts. Any such conflicts could have a significant adverse impact on the operations, risk profile, and value of the Funds and their Portfolio Entities, with or without direct exposure to the specific geographies, markets, countries or persons involved in an armed conflict or subject to sanctions.

Russian Invasion of Ukraine/Sanctions. On February 24, 2022, Russian troops began a full-scale invasion of Ukraine and, as of the date of this Brochure, the countries remain in active armed conflict. Around the same time, the United States, the United Kingdom, the European Union, and several other nations announced a broad array of new or expanded sanctions, export controls, and other measures against Russia, Russia-backed separatist regions in Ukraine, and certain banks, companies, government officials, and other individuals in Russia and Belarus.

Israel-Hamas War. On October 7th, 2023, Hamas (an organization which governs Gaza, and which has been designated as a terrorist organization by the United States, the United Kingdom, the European Union, Australia and other nations), committed a terrorist attack within Israel (the “October 7th Attacks”). Israel responded by initiating a full-scale invasion of Gaza and, as of the date of this Brochure, Israel and Hamas remain in active armed conflict. It is possible the armed conflict will expand and ultimately more actively involve the United States, Lebanon (and/or Hezbollah), Syria, Iran and/or other countries or terrorist organizations, any of which will exacerbate the risks described above. In response to the October 7th Attacks, the United States has announced sanctions and other measures against Hamas-related persons and organizations, and the United States (and other countries) can be expected to announce further sanctions related to the ongoing conflict in the future.

The aforementioned ongoing conflicts and the measures taken in response have had and could be expected to continue having a negative impact on the economy and business activity globally (including in the countries in which a Fund invests), and therefore could adversely affect the performance of a Fund’s investments. The severity and duration of the conflict and its future impact on global economic and market conditions (including, for example, oil prices) are impossible to predict, and as a result, present material uncertainty and risk with respect to a Fund, the performance of its investments, Portfolio Entity operations, and the ability of the Funds to achieve its investment objectives. Similar risks exist to the extent that any Portfolio Entities, service providers and vendors of Blackstone, the Funds and any Portfolio Entities, or

certain other parties have material operations or assets in the countries where such conflicts are taking place or in the immediate surrounding areas.

Other geopolitical conflicts could arise in the future and such conflicts could have material adverse consequences on Blackstone, the Funds and their Portfolio Entities.

Furthermore, if after subscribing to a Fund, any investor or any beneficial owner thereof is included on a list of prohibited entities and individuals maintained by a relevant regulatory and/or government entity, including OFAC, or under similar EU and UK Regulations or under other applicable law, or are operationally based or domiciled in a country or territory in relation to which current sanctions have been issued by the U.S., United Nations, EU, UK, Luxembourg, the Cayman Islands and/or other applicable jurisdictions, the Funds would likely be required to cease any further dealings with such investor or freeze any dealings with the interests or accounts of the investor (e.g., by prohibiting payments by or to the investor or restricting or suspending dealings with the interests or accounts) or freeze the assets of the Fund until such sanctions are lifted or a license is sought under applicable law to continue dealings. The Funds could further have to report to the relevant competent authorities the implementation of any restrictive measures carried out pursuant to international financial sanctions. For the avoidance of doubt, Blackstone has the sole discretion to determine the remedy if an investor is included on a sanctions list and is under no obligation to seek a license or any other relief to continue dealing with such investor. Although Blackstone expends significant effort and resources to comply with the sanctions regimes in the countries where it operates, one of these rules could be violated by Blackstone's or a Funds' activities or investors, which would adversely affect such Fund.

Regulation with respect to Private Funds and PE Advisers. The PE Advisers are subject to regulation by the SEC. In recent years, the SEC staff's stated examination priorities and published observations from examinations have included, among other things, private equity firms' collection of fees and allocation of expenses, their marketing and valuation practices, custody practices, allocation of investment opportunities, terms agreed to in side letters and similar arrangements with investors, consistency of firms' practices with their disclosures, handling of material non-public information and insider trading, use of affiliated service providers, adviser-led restructurings, ESG investing, purported waivers or limitations of fiduciary duties and the existence of, and adherence to, policies and procedures with respect to conflicts of interest.

In August 2023, the SEC voted to adopt rules and amendments to existing rules under the Advisers Act (collectively, the "Private Funds Rules") specifically related to investment advisers and their activities with respect to the private funds they advise. In particular, the Private Funds Rules will, among other things, (i) impose quarterly reporting by private funds to

investors that is required to contain detailed information on performance, investments, adviser-compensation, fees and expenses, and capital inflows and outflows; (ii) require registered investment advisers to obtain an annual audit for all private funds that meet the requirements of the existing Advisers Act custody rule; (iii) require registered investment advisers to obtain a fairness or valuation opinion and make certain disclosures in connection with adviser-led secondary transactions (also known as GP-led secondaries); (iv) restrict advisers from engaging in certain practices unless they satisfy certain disclosure requirements and, in some cases, consent requirements, including, without limitation, (a) charging regulatory or compliance fees or expenses, or fees or expenses associated with an examination, of the PE Advisers or their related persons to private fund clients, (b) seeking reimbursement for certain investigation-related expenses, (c) reducing the amount of the General Partner's clawback by actual, potential or hypothetical taxes applicable to the General Partner or its employees, (d) borrowing from a private fund, or (e) making non-pro rata investment-related expense allocations; (v) restrict advisers from providing certain forms of preferential treatment to private fund investors related to liquidity and information rights if they would be reasonably expected to have a material negative effect on other investors and otherwise require advisers to make certain disclosures regarding preferential treatment of investors; and (vi) prohibit an adviser from having a private fund bear the costs of any fees or expenses related to an investigation resulting in a court or governmental authority imposing a sanction for violating the Advisers Act. The Private Funds Rules also impose additional requirements on advisers to document their annual compliance reviews in writing and retain additional required books and records relating to private funds they advise. Although the legality of the Private Funds Rules is currently being challenged in federal court, it is uncertain whether this legal challenge will succeed.

While the full impact of the Private Funds Rules cannot yet be determined, it is generally anticipated that these rules will have a significant effect on private fund advisers and their operations, including by increasing regulatory and compliance costs and burdens and heightening the risk of regulatory inquiries and actions (including public regulatory sanctions) and limiting the PE Advisers' ability or willingness to negotiate certain types of individualized terms with investors in the Funds or similar pools of assets, which can be expected to cause certain investors to not subscribe to the Funds who otherwise might have. The Funds are expected to bear (either directly or indirectly through their Portfolio Entities) certain regulatory and compliance costs relating to the Private Funds Rules, which could include (without limitation): fees, costs and expenses incurred in connection with preparing and distributing to investors the quarterly statements required by the rules; soliciting and obtaining from investors any consents required by the rules; providing investors with any notices or disclosures required by the rules; and obtaining and distributing to investors fairness

or valuation opinions in connection with adviser-led secondary transactions (including fees paid to third parties engaged by the PE Advisers or the Funds to perform or assist with such actions or processes), which fees, costs and expenses could be expected to be material.

In addition, in July 2023, the SEC proposed new predictive data analytics rules (the “Predictive Data Proposal”), which would require broker-dealers and registered investment advisers to (1) identify certain covered technologies (defined to include any analytical, technological, or computational function, algorithm, model, correlation matrix, or similar method or process that optimizes for, predicts, guides, forecasts, or directs investment-related behaviors or outcomes, and not limited to “artificial intelligence”, algorithmic trading or machine learning processes) which present or could present conflicts of interest in direct or indirect interactions (including exercising investment discretion, managing investments, providing information or soliciting new investment) with investors (including investors in pooled investment vehicles) and (2) eliminate or neutralize (rather than just disclose) such conflicts. Advisers using covered technologies would be required to adopt policies and procedures reasonably designed to prevent violations of the proposed rule, detailing the processes for identifying and evaluating covered technologies and conflicts of interest and for eliminating or neutralizing the effect of such conflicts, and advisers would also be subject to associated annual review and recordkeeping requirements (such as, maintaining a record of all covered technologies used in investor interactions, including the date of first use and each date on which the technology is materially modified). If adopted, the proposed rule could expose the PE Advisers to additional regulatory uncertainty, liability and increased compliance and other costs related to procuring, utilizing and monitoring covered technologies used in direct or indirect interactions with investors (including the costs of onboarding service and technology providers).

If adopted, the Predictive Data Proposal could also cause the PE Advisers to limit or discontinue its use of certain covered technologies (even in cases where such technologies benefit the Funds or investors, including in connection with the PE Advisers’ management of investments in Portfolio Entities) in order to: eliminate or neutralize conflicts associated therewith or to avoid the costs or burdens of complying with the rule with respect to such technologies; limit certain direct or indirect interactions with investors that involve the use of a covered technology; or otherwise alter how it integrates covered technologies into its investment management services and related processes, which could be detrimental to the Funds and their investors, particularly given the proposed rule’s breadth.

In February 2023, the SEC proposed extensive amendments to the Advisers Act custody rule (the “Proposed Safeguarding Rule”), which would, if adopted as currently proposed, extend the existing custody rule’s requirements beyond cash and securities to any positions held in an advisory client’s accounts (including assets such as real estate, artwork and rights to music

catalogs); require registered investment advisers to enter into new or amended written agreements with each qualified custodian (“QC”) used to maintain client assets and obtain written assurances from that QC related to, among other matters, indemnification of client losses and the QC’s standard of care; require that a QC maintains possession or control of client assets, whereby the QC is required to participate in and effectuate any change of beneficial ownership of the assets, except with respect to certain privately offered securities and physical assets that the adviser reasonably determines (and documents in writing) cannot be maintained by a QC in a manner in which such QC can maintain possession or control of those assets. If adopted, the proposed amendments could expose the PE Advisers to additional regulatory liability, increase compliance costs and costs related to custodying the Funds’ assets (including costs of identifying and negotiating with new and existing QCs), limit the number of QCs available (or make it more costly for such QCs to operate, which might result in higher expenses to the Funds) and impose limitations or requirements on certain assets, which could result in the PE Advisers avoiding making certain types of investments on behalf of the Funds.

In May 2022, the SEC proposed ESG-related rules for investment advisers and for 1940 Act funds that address, among other things, enhanced ESG-related disclosure requirements concerning the incorporation of ESG factors in their investment activities (the “Proposed ESG Rules”). This will increase the risk that the PE Advisers will be perceived as, or accused of, greenwashing (i.e., the making of inaccurate or misleading statements related to ESG). Such perception or accusation could damage the PE Advisers’ reputation, result in litigation or regulatory actions, and adversely impact the PE Advisers’ ability to raise capital and attract new investors.

The SEC also adopted amendments to Form PF in May 2023 and in February 2024, which impose additional reporting obligations on registered investment advisers with respect to the private funds they manage (the “Form PF Amendments”). In addition, the SEC has also recently proposed, and can be expected to propose, additional new rules and rule amendments under the Advisers Act in respect of cybersecurity risk governance for advisers and broker-dealers, the outsourcing of certain functions to service providers and changes to Regulation S-P (together with the Proposed ESG Rules, the Proposed Safeguarding Rule and the Predictive Data Proposal, the “Proposed Rules”).

The Private Funds Rules and the Form PF Amendments, as well as the Proposed Rules, to the extent adopted, are expected to result in material alterations to how Blackstone and the Adviser operate their business and/or the Funds, as well as the PE Advisers’ implementation of the Funds’ investment strategy, to significantly increase compliance burdens and associated costs (which, to the extent permitted under the Funds’ Organizational Documents, and consistent with applicable law, including the Private Funds Rules (once they become effective),

will be treated as Fund expenses), and to possibly restrict the ability of the PE Adviser to receive certain expense reimbursements or allocate certain expenses in certain circumstances. This regulatory complexity, in turn, could increase the need for broader insurance coverage by fund managers and increase such costs and expenses charged to the Funds and their investors, if permitted. Certain of the proposed rules could also increase the cost of entering into and maintaining relationships with service providers to the PE Advisers and the Funds and/or limit the number of service providers in a manner detrimental to the PE Advisers or the Funds. In addition, these amendments could increase the risk of exposure of the Funds, the PE Advisers, and Blackstone to additional regulatory scrutiny, litigation, censure and penalties for noncompliance or perceived noncompliance, which in turn would be expected to adversely (potentially materially) affect the PE Advisers, Blackstone, and the Funds' reputation, and to negatively impact the Funds in conducting their business. There can be no assurance that the Private Funds Rules and any other new SEC or other regulatory rules and amendments will not have a material adverse effect on the PE Advisers, Blackstone, the Funds, their investments, and/or the Funds' investors or that such rules or amendments will not materially reduce returns to Funds' investors.

ESG Framework Risk. Blackstone has established a firm-wide environmental, social, and governance ("ESG") policy and related programs and procedures, including the PE Adviser's ESG Investing Policy and certain Fund-specific ESG practices (collectively, the "ESG Framework"), which outlines its approach to integrating ESG in its business and investment activities. The PE Advisers intends to apply the ESG Framework, as applicable, across investments consistent with and subject to its fiduciary duties and applicable legal, regulatory or contractual requirements. The PE Advisers will endeavor to consider material¹ ESG factors where applicable in connection with a Fund's investment activities in order to protect and maximize investment performance. However, the act of selecting and evaluating material ESG factors is subjective by nature, and there is no guarantee that the criteria utilized or judgment exercised by the PE Advisers or a third-party ESG specialist (if any) will reflect the beliefs, values, internal policies or preferred practices of any particular investor or align with the beliefs or values or preferred practices of other asset managers or with market trends. Additionally, ESG factors are only some of the many factors that the PE Advisers will consider in making an investment and, depending on the nature of the investment, except to the extent

¹ As used in this instance, "material" ESG factors are defined as those factors that the PE Advisers determines have – or have the potential to have – a material impact on an investment's going-forward ability to create, preserve or erode economic value, including as related to environmental and social value, for that organization and its partners. The word "material" as used herein should not be equated to or taken as a representation about the "materiality" of such ESG factors under the US federal securities laws or any similar legal or regulatory regime globally.

required by law, ESG factors will not be considered for certain investments or assets. Although the PE Advisers considers application of the ESG Framework to be an opportunity to enhance or protect the performance of investments over the long-term, the PE Advisers cannot guarantee that the application of its ESG Framework, which depends in part on skills and qualitative judgments, will positively impact the performance of any individual Portfolio Entity or Fund. Similarly, to the extent the PE Advisers or a third-party ESG specialist engages with Portfolio Entities 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 will depend on the PE Advisers' ability to properly identify and analyze material ESG considerations and other factors and their value, and there can be no assurance that the strategy or techniques employed will be successful.

The materiality of sustainability risks and impacts on an individual asset or issuer and on a portfolio as a whole depends on many factors, including the relevant industry, country, asset class and investment style. In evaluating a prospective investment or providing reporting regarding such investment, the PE Adviser often depends upon (and will not independently verify) information and data provided by the entity or obtained via third-party reporting or advisors, which will, in certain circumstances, be incomplete or inaccurate and could cause the Adviser to incorrectly identify, prioritize, assess or analyze the entity's ESG practices and/or related risks and opportunities. The PE Advisers can be expected to decide in its discretion not to utilize certain information or data. While the PE Advisers believe such sources to be reliable, it will neither update any such information or data nor undertake an independent review of any such information or data provided by third parties. Subject to any applicable legal or regulatory requirements, any ESG reporting will be provided in the PE Advisers' sole discretion.

In addition, the PE Advisers' ESG Framework is expected to change over time. The PE Advisers could determine, in its discretion, to revisit the implementation of certain of its ESG initiatives (including due to cost, timing, or other considerations). It is also possible that market dynamics or other factors will make it impractical, inadvisable or impossible for the PE Advisers to adhere to all ESG-related elements of a particular Fund's investment strategy, including with respect to ESG risk and opportunity management, whether with respect to one or more individual investments or to the Funds' portfolio generally.

There is also growing regulatory and investor interest, particularly in the US, UK, and EU (which will 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. The PE Advisers can be expected to be subject to increasing scrutiny from regulators, elected officials, and investors with respect to ESG matters. In recent years, certain investors, including public pension funds, have placed

increasing importance on the impacts of investments made by the private funds to which they commit capital, including with respect to climate change, among other aspects of ESG. Conversely, certain investors have raised concerns as to whether the incorporation of ESG factors in the investment and portfolio management process is inconsistent with the fiduciary duty to maximize returns for investors. The PE Advisers can expect to be subject to competing demands from different investors and other groups with divergent views on ESG matters, including the role of ESG in the investment process. Investors, including public pension funds, which represent a significant portion of the Funds' investor bases, could decide to withdraw previously committed capital (where such withdrawal is permitted) or not commit capital to future fundraises based on their assessment of how Blackstone approaches and considers the ESG cost of investments and whether the return-driven objectives of Blackstone's funds align with their ESG priorities. This divergence increases the risk that any action or lack thereof with respect to ESG matters will be perceived negatively by at least some investors and/or interested parties and adversely impact the PE Advisers' reputation and business.

Regulatory initiatives to require investors to make disclosures to their investors regarding ESG matters have become increasingly common, which will further increase the number and type of investors who place importance on these issues and who demand certain types of reporting from Blackstone or the PE Advisers. In addition, government authorities of certain U.S. states have requested information from and scrutinized certain asset managers with respect to whether such managers have adopted ESG policies that could restrict such asset managers from investing in certain industries or sectors, such as conventional energy. These authorities have indicated that such asset managers could lose opportunities to manage money belonging to these states and their pension funds to the extent the asset managers boycott certain industries. The U.S. Securities and Exchange Commission (the "SEC") maintains an enforcement task force to examine ESG practices and disclosures by public companies and investment managers and identify inaccurate or misleading statements, often referred to as "greenwashing." The SEC has commenced enforcement actions against at least three investment advisers relating to ESG disclosures and policies and procedures failures, and Blackstone expects there will continue to be significant enforcement activity in this area. The SEC has also proposed ESG-related rules for investment advisers and for 1940 Act funds that address, among other things, enhanced ESG-related disclosure requirements concerning the incorporation of ESG factors in their investment activities. This could increase the risk that the PE Advisers will be perceived as, or accused of, greenwashing. Such perception or accusation could damage the PE Advisers' reputation, result in litigation or regulatory actions, and adversely impact the PE Advisers' ability to raise capital and attract new investors. Outside of the United States, the European regulatory environment for alternative investment fund managers and financial services firms can be expected to evolve and increase in complexity and

make compliance more costly and time-consuming. The PE Advisers' ESG Framework is subject to evolving regulations and could in the future become subject to additional regulation, penalties and/or risks of regulatory scrutiny and enforcement. Compliance with new requirements will lead to increased management burdens and costs, which has the potential to adversely affect the Funds. The PE Advisers cannot guarantee that its current approach will meet future regulatory requirements, reporting frameworks or best practices. If the SEC or any other governmental authority, regulatory agency or similar body were to take issue with past or future practices of Blackstone or the PE Advisers, then the PE Advisers will be at risk for regulatory sanction, and any such investigations could be costly, distracting and/or time consuming for the PE Advisers and their Funds. There is also risk of regulatory mismatch between US, EU and UK initiatives relating to ESG.

Further, ESG integration and responsible investing practices as a whole are evolving rapidly and there are different frameworks and methodologies being implemented by other asset managers. The PE Advisers' ESG Framework does not represent a universally recognized standard for assessing ESG considerations and can be expected to not align with the approach used by other asset managers or preferred by prospective investors or with future market trends.

Additionally, Blackstone has established certain firmwide and business group-specific ESG-related initiatives. Although the aim of these initiatives is to create strong returns for investors, the pursuit of these initiatives (which may include data collection, analysis and reporting, among other activities) will involve the dedication of time and resources and there is consequently a risk that the pursuit of these initiatives could result in a Fund performing differently than investment funds that do not have ESG-related initiatives. Further, these ESG-related initiatives are aspirational and not guarantees or promises that all or any such initiatives will be achieved.

Sustainability Risks. Certain Funds are impacted by Regulation (EU) 2019/2088 of the European Parliament and of the Council of 27 November 2019 ("SFDR") either because they are marketed within the European Economic Area ("EEA") or because they form part of a wider fund structure that includes funds managed by an EEA alternative investment fund manager. There is legal uncertainty around the parameters applicable when categorizing a financial product under SFDR, and there is no guarantee that regulators will agree with the relevant characterization. In circumstances where there is a determination that a product has been characterized incorrectly, there could be a risk of investigation, enforcement proceedings and/or sanctions. SFDR and certain supporting and related regulations are likely to be amended in the near to medium term and it is possible new guidance will also be issued by the European Banking Authority, the European Insurance and Occupational Pensions Authority and

the European Securities and Markets Authority either collectively or separately, and/or the European Commission. These factors and events have the potential to increase compliance and other costs for, and relating to, affected Funds.

The SFDR defines “sustainability risks” as environmental, social or governance events or conditions that, if they occur, could cause an actual or a potential material negative impact on the value of an investment. Blackstone, the PE Advisers (or their delegate), Funds, Portfolio Entities, and other parties, such as service providers or Fund or Portfolio Entity counterparties, can be expected to be negatively affected by sustainability risks. If appropriate for an investment, it is possible the PE Advisers (or its delegate) will conduct sustainability risk-related due diligence and/or take steps to mitigate sustainability risks and preserve the value of the investment; however, there can be no assurance that all such risks will be mitigated in whole or in part, nor identified prior to the date the risk materializes. Similarly, even if Blackstone, the PE Advisers (or its delegate), Funds, Portfolio Entities and other parties maintain insurance to protect against certain sustainability risks, such insurance is subject to customary deductibles and coverage limits and it can be expected that such insurance will not be sufficient to recoup all losses. Sustainability risks could therefore adversely affect the performance of the Funds and their investments.

Cybersecurity and Data Protection. Blackstone’s operations are highly dependent on its technology platforms, and Blackstone relies heavily on its analytical, financial, accounting, communications and other data processing systems. Blackstone’s systems face ongoing cybersecurity threats and attacks, which could result in the loss of confidentiality, integrity or availability of such systems and the data held by such systems. Attacks on Blackstone’s systems could involve, and in some instances have in the past involved, attempts intended to obtain unauthorized access to Blackstone’s, the Funds’ or Other Blackstone Clients’ and their underlying investors’ proprietary information, destroy data or disable, degrade or sabotage Blackstone’s systems, or divert or otherwise steal funds, including through the introduction of computer viruses, “phishing” attempts and other forms of social engineering. Attacks on Blackstone’s systems could also involve ransomware or other forms of cyber extortion. Cyberattacks and other data security threats could originate from a wide variety of external sources, including cyber criminals, nation state hackers, hacktivists and other outside parties. Cyberattacks and other security threats could also originate from the malicious or accidental acts of insiders, such as employees, consultants, independent contractors or other service providers.

There has been an increase in the frequency and sophistication of the cyber and data security threats Blackstone faces, with attacks ranging from those common to businesses generally to those that are more advanced and persistent, which could target Blackstone because, as an

alternative asset management firm, Blackstone holds a significant amount of confidential and sensitive information about the Funds, Other Blackstone Clients and their respective Portfolio Entities, potential investments and investors. As a result, Blackstone could face a heightened risk of a security breach or disruption with respect to this information. There can be no assurance that measures Blackstone takes to ensure the integrity of its systems will provide adequate protection, especially because cyberattack techniques are continually evolving and it is possible cyberattacks will persist undetected over extended periods of time and/or will not be mitigated in a timely manner to prevent or minimize the impact of an attack on Blackstone, the Funds, Other Blackstone Clients and their respective Portfolio Entities, potential investments or investors. If Blackstone's systems or those of third-party service providers are compromised either as a result of malicious activity or through inadvertent transmittal or other loss of data, do not operate properly or are disabled, or Blackstone fails to provide the appropriate regulatory or other notifications in a timely manner, Blackstone could suffer financial loss, increased costs, a disruption of Blackstone's businesses, liability to Blackstone's counterparties, the Funds, Other Blackstone Clients and their respective investors, regulatory intervention or reputational damage. It can be expected that costs related to certain cyber or other data security threats or disruptions will not be fully insured or indemnified by other means.

In addition, Blackstone could also suffer losses in connection with updates to, or the failure to timely update, the technology platforms on which it relies. Blackstone is reliant on third-party service providers for certain aspects of its business, including for the administration of certain Funds and Other Blackstone Clients, as well as for certain technology platforms, including cloud-based services. These third-party service providers could also face ongoing cybersecurity threats and compromises of their systems and as a result, unauthorized individuals could gain, and in some past instances have gained, access to certain confidential data.

Cybersecurity and data protection have become top priorities for regulators around the world. Many jurisdictions in which Blackstone operates have laws and regulations relating to privacy, data protection and cybersecurity, including, as examples, the General Data Protection Regulation ("GDPR") in the European Union, the U.K. Data Protection Act, and the California Privacy Rights Act ("CPRA"). In addition, in February 2022, the SEC proposed rules regarding registered investment advisers' and funds' cybersecurity risk management requiring the adoption and implementation of cybersecurity policies and procedures, enhanced disclosure in regulatory filings and prompt reporting of certain cybersecurity incidents to the SEC, which, if adopted, could increase Blackstone's compliance costs and potential regulatory liability related to cybersecurity. Some jurisdictions have also enacted or proposed laws requiring companies

to notify individuals and government agencies of data security breaches involving certain types of personal data.

Breaches in Blackstone's security or in the security of third-party service providers, whether malicious in nature or through inadvertent transmittal or other loss of data, could potentially jeopardize Blackstone's, its employees', the Funds', Other Blackstone Clients', Portfolio Entities' or their respective investors' or counterparties' confidential, proprietary and other information processed and stored in, and transmitted through, Blackstone's computer systems and networks, or otherwise cause interruptions or malfunctions in Blackstone's, its employees', the Funds', Other Blackstone Clients', Portfolio Entities', their respective investors' or counterparties' or third parties' business and operations, which could result in significant financial losses, increased costs, liability to the Funds' and Other Blackstone Clients' investors and other counterparties, regulatory intervention and reputational damage. Furthermore, if Blackstone fails to comply with the relevant laws and regulations or fails to provide the appropriate regulatory or other notifications of breach in a timely matter, it could result in regulatory investigations and penalties, which could lead to negative publicity and reputational harm and could cause the Funds' and Other Blackstone Clients' investors and clients to lose confidence in the effectiveness of Blackstone's security measures and Blackstone more generally.

The Funds' and Other Blackstone Clients' Portfolio Entities also rely on data processing systems and the secure processing, storage and transmission of information, including payment and health information, which in some instances are provided by third parties. A disruption or compromise of these systems could have a material adverse effect on the value of these businesses. Certain Funds and Other Blackstone Clients could invest in strategic assets having a national or regional profile or in infrastructure, the nature of which could expose them to a greater risk of being subject to a terrorist attack or a security breach than other assets or businesses. Such an event could have material adverse consequences on Blackstone's investment or assets of the same type or could require Portfolio Entities to increase preventative security measures or expand insurance coverage.

Finally, the Funds' and Other Blackstone Clients' portfolio companies' technology platforms, data and intellectual property are also subject to a heightened risk of theft or compromise to the extent Blackstone or the Funds' and Other Blackstone Clients' portfolio companies engage in operations outside the United States, in particular in those jurisdictions that do not have comparable levels of protection of proprietary information and assets such as intellectual property, trademarks, trade secrets, know-how and customer information and records. In addition, Blackstone and the Funds' and Other Blackstone Clients' Portfolio Entities could be required to compromise protections or forego rights to technology, data and intellectual

property in order to operate in or access markets in a foreign jurisdiction. Any such direct or indirect compromise of these assets could have a material adverse impact on Blackstone and the Funds' and Other Blackstone Clients' portfolio companies.

Rapidly developing and changing global data security and privacy laws and regulations could increase compliance costs and subject Blackstone to enforcement risks and reputational damage. Blackstone, the Funds, Other Blackstone Clients and their respective Portfolio Entities are subject to various risks and costs associated with the collection, storage, transmission and other processing of personally identifiable information ("PII") and other sensitive and confidential information. This data is wide ranging and relates to Blackstone's investors, employees, contractors and other counterparties and third parties.

Blackstone's data security and privacy compliance obligations impose significant compliance costs on Blackstone, which could increase significantly as laws and regulations evolve globally. Blackstone's compliance obligations include those relating to U.S. laws and regulations, including, without limitation, state regulations such as the CPRA, which provides for enhanced consumer protections for California residents, a private right of action for data breaches and statutory fines and damages for data breaches or other California Consumer Privacy Act ("CCPA") violations, as well as a requirement of "reasonable" cybersecurity. At the U.S. federal level, the SEC has proposed changes to Regulation S-P, which would require, among other things, that investment companies, broker-dealers, and SEC-registered investment advisers notify affected individuals of a breach involving their personal financial information within 30 days of becoming aware that it occurred.

Blackstone's compliance obligations also include those relating to foreign data collection and privacy laws, including, for example, the GDPR and U.K. Data Protection Act, as well as laws in many other jurisdictions globally, including Switzerland, Japan, Hong Kong, Singapore, India, China, Australia, Canada and Brazil. Global laws in this area are rapidly increasing in the scale and depth of their requirements, and are also often extra-territorial in nature. In addition, a wide range of regulators and private actors are seeking to enforce these laws across regions and borders. Furthermore, Blackstone frequently has privacy compliance requirements as a result of Blackstone's contractual obligations with counterparties. These legal, regulatory and contractual obligations heighten Blackstone's data protection and privacy obligations in the ordinary course of conducting Blackstone's business in the U.S. and internationally.

Any inability, or perceived inability, by Blackstone, the Funds, Other Blackstone Clients or their respective Portfolio Entities to adequately address data protection or privacy concerns, or comply with applicable laws, regulations, policies, industry standards and guidance, contractual obligations, or other legal obligations, even if unfounded, could result in significant legal, regulatory and third party liability, increased costs, disruption of Blackstone's, the Funds',

Other Blackstone Clients' or their respective Portfolio Entities' business and operations, and a loss of client (including investor) confidence and other reputational damage. In addition, any such inability or perceived inability of Portfolio Entities, even if unfounded, could result in reputational damage to Blackstone. Many regulators have indicated an intention to take more aggressive enforcement actions regarding data privacy matters, and private litigation resulting from such matters is increasing and resulting in progressively larger judgments and settlements. Furthermore, as new data protection and privacy-related laws and regulations are implemented, the time and resources needed for Blackstone, the Funds, Other Blackstone Clients and Portfolio Entities to comply with such laws and regulations continues to increase and become a significant compliance workstream.

Item 9 – Disciplinary Information

Except as described below, none of the PE Advisers has any legal, financial or other “disciplinary” event to report. As a registered investment adviser, each PE Adviser is obligated to disclose any legal disciplinary event that would be material to a client when evaluating the adviser’s advisory business or integrity of its management.

On October 7, 2015, without admitting or denying any wrongdoing, BMP (for purposes of this paragraph, such term shall include certain of its private equity fund adviser affiliates) consented to the entry of an order to cease and desist from committing or causing any violations and future violations of Sections 206(2) and 206(4) of the U.S. Investment Advisers Act of 1940, as amended from time to time (the “Advisers Act”) and Rules 206(4)-7 and 206(4)-8 thereunder. According to the SEC order, with respect to certain legacy private equity funds, BMP did not provide sufficient pre-commitment disclosure regarding the possibility of accelerating otherwise authorized fees upon termination of monitoring fee agreements with its Portfolio Entities. The order also found that BMP did not adequately disclose that certain legal fee discounts it received, prior to 2011, were greater than discounts received by its funds. In addition, the order found that BMP did not adopt and implement a written compliance policy or procedure regarding the foregoing. BMP agreed as part of the settlement to pay disgorgement of \$26,225,203 (plus prejudgment interest of \$2,686,553) to limited partners of its funds and a civil monetary penalty of \$10,000,000 to the SEC.

On occasion, in the ordinary course of its business, Blackstone is named as a defendant in a legal action. Although there can be no assurance of the outcome of such legal actions, the PE Advisers do not believe that any current legal proceeding or claim to which Blackstone is a party would individually or in the aggregate materially affect any of the PE Advisers and/or the Funds’ results of operations, financial position or cash flows. Certain regulatory, litigation and other similar matters are, from time to time, disclosed in (i) Blackstone’s public filings (including, without limitation, its current, periodic and annual reports on Forms 8-K, 10-Q and 10-K), which may be accessed through the website of the SEC (www.sec.gov) or Blackstone (<http://ir.blackstone.com/investors/annual-reports-and-sec-filings/default.aspx>) and (ii) materials made available through Blackstone’s BXAcess online portal, which is accessible to each Fund’s limited partners with respect to such Fund.

Item 10 – Other Financial Industry Activities and Affiliations

Other Financial Industry Activities

Blackstone has conflicts of interest, or conflicting loyalties, as a result of the numerous activities and relationships of Blackstone, the PE Advisers, the Funds, the Other Blackstone Clients, the Portfolio Entities of the Funds and Other Blackstone Clients and affiliates, partners, members, shareholders, officers, directors and employees of the foregoing, some of which are described herein. However, not all potential, apparent and actual conflicts of interest are included below, and additional conflicts of interest could arise as a result of new activities, transactions or relationships commenced in the future. In addition, certain terms described herein may only be applicable to certain of the Funds but not others. Potential Fund investors should review this section and the applicable Fund's Organizational Documents carefully for additional risks and conflicts disclosure before making an investment decision.

The PE Advisers will take such actions as may be required by the Organizational Documents of the applicable Funds to handle conflicts.

Any references to Blackstone and/or the PE Advisers in this section will be deemed to include their respective affiliates (including the General Partners), partners, members, shareholders, officers, directors and employees. References herein to "Portfolio Entity" describes, individually and collectively, any entity owned, directly or indirectly through subsidiaries, by the Funds or Other Blackstone Clients, including, as the context requires, portfolio companies, holding companies, special purpose vehicles and other entities through which investments are held.

If any matter arises that a PE Adviser determines in its good faith judgment constitutes an actual and material conflict of interest, such PE Adviser will take the actions it determines appropriate to mitigate the conflict, which will be deemed to fully satisfy any fiduciary duties it may have to the Funds or the Fund investors. Thereafter, the PE Adviser will be relieved of any liability related to the conflict to the fullest extent permitted by law.

Actions that could be taken by the PE Advisers or their affiliates to mitigate a conflict include, by way of example and without limitation, (i) if applicable, handling the conflict as described in the Organizational Documents; (ii) obtaining from the L.P. Advisory Committee and/or the Fund investors advice, waiver or consent as to the conflict, or acting in accordance with standards or procedures approved by the L.P. Advisory Committee and/or the Fund investors to address the conflict; (iii) disposing of the investment or security giving rise to the conflict of interest; (iv) disclosing the conflict to the L.P. Advisory Committee and/or Fund investors (including, without limitation, in drawdown notices, distribution notices, financial statements,

quarterly letters or other communications); (v) appointing an independent representative (an “Independent Client Representative”) to act or provide consent with respect to the matter giving rise to the conflict of interest; (vi) in connection with a matter giving rise to a conflict of interest with respect to an investment, consulting with an L.P. Advisory Committee, Independent Client Representative (if any) and/or the Fund investors or Independent Client Representatives (if any) regarding the conflict of interest and either obtaining a waiver or consent from an L.P. Advisory Committee, Independent Client Representative (if any) and/or the Fund investors or such Independent Client Representative of the conflict of interest or acting in a manner, or pursuant to standards or procedures, approved by an L.P. Advisory Committee, Independent Client Representative (if any) and/or the Fund investors or such Independent Client Representative with respect to such conflict of interest; (vii) validating the arms-length nature of the transaction by referencing participation by unaffiliated third parties; (viii) in the case of conflicts among clients, creating groups of personnel within Blackstone separated by information barriers (which can be expected to be temporary and limited purpose in nature), each of which would advise or represent one of the clients that has a conflicting position with other clients; (ix) implementing policies and procedures reasonably designed to mitigate the conflict of interest; or (x) otherwise handling the conflict as determined appropriate by the PE Advisers in their discretion. There can be no assurance that the PE Advisers will identify or resolve all conflicts of interest in a manner that is favorable to the Funds, and the Funds’ investors may not be entitled to receive notice or disclosure of the actual occurrence of these conflicts or have any right to consent to them as they arise. Any specific consent to and waiver of certain conflicts of interest described below in no way limits the generality of the foregoing, which is applicable to all conflicts of interest described, implied or alluded to herein. For the avoidance of doubt, where the consent or approval of any L.P. advisory committee is sought with respect to any Other Blackstone Client matter, the consent or approval of the L.P. Advisory Committee shall not be required in connection with such matter, and the lack thereof shall not prevent any Other Blackstone Client from proceeding on the basis of its L.P. Advisory Committee’s consent or approval (including in circumstance in which the Funds do not similarly proceed). Conversely, to the extent the L.P. advisory committee of any Other Blackstone Client does not consent to or approve of a matter, notwithstanding the consent or approval of the a Fund’s L.P. Advisory Committee to such matter or the determination that such consent or approval is not necessary, the PE Advisers may determine not to proceed, which could result in the Fund’s not participating in transactions that the PE Advisers otherwise believe would be beneficial for the Fund’s.

For purposes of this Brochure, (a) “BTO Funds” shall be deemed to include any account, client, fund, vehicle or any other similar arrangement managed by Blackstone Tactical Opportunities Advisors L.L.C.; (b) “BREP Funds” shall be deemed to include any account, client, fund, vehicle

or any other similar arrangement managed by Blackstone Real Estate Advisors L.P.; (c) “BPP Funds” shall be deemed to include any account, client, fund, vehicle or any other similar arrangement managed by Blackstone Property Advisors L.P.; (d) “BREDS Funds” shall be deemed to include any account, client, fund, vehicle or any other similar arrangement managed by Blackstone Real Estate Special Situations Advisors L.L.C.; (e) “BTAS Funds” shall be deemed to include any account, client, fund, vehicle or any other similar arrangement managed by Blackstone Multi-Asset Advisors L.L.C.; (f) “BAAM Funds” shall be deemed to include any account, client, fund, vehicle or any other similar arrangement managed by Blackstone Alternative Asset Management LP or any other Blackstone Alternative Asset Management advisers; (g) “BIP Funds” shall be deemed to include any account, client, fund, vehicle or any other similar arrangement managed by Blackstone Infrastructure Advisors L.L.C.; (h) “Blackstone Credit and Insurance Funds” shall be deemed to include any account, client, fund, vehicle or any other similar arrangement managed by Blackstone ISG-II Advisors L.L.C., Blackstone ISG-I Advisors L.L.C., Blackstone Alternative Credit Advisors LP (formerly known as GSO Capital Partners LP) or Blackstone Structured Products Advisors L.P. or its affiliated advisory entities that operate as part of the credit-focused business of Blackstone; (i) “Strategic Partners” shall mean Strategic Partners Fund Solutions Advisors L.P.; (j) “BXLS” shall mean the Life Sciences private investment platform and its related vehicles/entities and successor funds managed by Blackstone Life Sciences Advisors L.L.C.; (k) “Clarus” shall mean Clarus Ventures, LLC and its related vehicles/entities and successor funds; (l) “BSOF” shall mean Blackstone Strategic Opportunities Fund and its related vehicles/entities and successor funds; (m) “BXMT Funds” shall mean accounts, clients, funds, vehicles or any other similar arrangements managed by BXMT Advisors L.L.C.; (n) “BSCH” shall mean Blackstone Strategic Capital Holdings and its related vehicles/entities and successor funds managed by Blackstone Strategic Capital Advisors L.L.C.; (o) “Horizon” shall mean Blackstone Horizon Fund and its related vehicles/entities and successor funds; (p) “BXG” shall be deemed to include any account, client, fund, vehicle or any other similar arrangement managed by Blackstone Growth Advisors L.L.C.; and (q) “BXPE Funds” shall be deemed to include any account, client, fund, vehicle or any other similar arrangement managed by Blackstone Private Investments Advisors L.L.C.

Performance-Based Compensation. A General Partner’s carried interest creates a greater incentive for such General Partner to make more speculative investments on behalf of a Fund or time the purchase or sale of investments in a manner motivated by the personal interests of Blackstone personnel than if such performance-based compensation did not exist, as such General Partner receives a disproportionate share of profits (above the preferred return hurdle, where applicable under the Organizational Documents). However, the significant commitment by Blackstone to invest in the Funds (which commitment, for the avoidance of doubt, may be allocated other than *pro rata* among the Funds) and related guarantees and the

General Partner clawback and related guarantee should reduce the incentives for a General Partner to make more speculative investments or otherwise time the purchase or sale of investments based on considerations related to carried interest and in a manner motivated by the personal interests of Blackstone personnel. The General Partner clawback and performance-based compensation—potentially creates other misalignments of interests between the General Partners and limited partners, such as an incentive for the General Partners to defer disposition of an investment that would result in a realized loss (or a return on investment that was less than the preferred return, where applicable under the Organizational Documents) and trigger the clawback, or delay the dissolution and liquidation of a Fund if doing so would trigger a clawback obligation. In addition, the current U.S. federal income tax law provides for a lower capital gains tax rate on performance-based compensation from investments held for at least three years, which can be expected to incentivize a General Partner to cause a Fund to accelerate deployment of capital at the beginning of such Fund’s investment period, hold investments longer to ensure long-term capital gains treatment or dispose of investments prior to any change in law that would result in a higher effective income tax rate on carried interest. Furthermore, upon a withdrawal by an investor from a Fund in certain circumstances, including in the event of a transfer of interests, and upon the liquidation of a Fund or as otherwise permitted by the Organizational Documents, the General Partner of such Fund may receive carried interest distributions with respect to a distribution in-kind of non-marketable securities. The amount of carried interest will be dependent on the valuation of the non-marketable securities distributed, which will be determined by a General Partner and could incentivize such General Partner to value the securities higher than if there were no carried interest. A General Partner can engage a third party to determine the value of securities distributed in-kind or non-marketable securities and rely upon the third party opinion of value, but there can be no assurance such an opinion will reflect value accurately (see “—Valuation Matters” below). Moreover, under the terms of the Organizational Documents, a General Partner is entitled to elect to receive its carried interest with respect to an investment that is otherwise being sold in the form of an in-kind distribution of marketable securities of the related Portfolio Entity, including, but not limited to, if the purpose of such election is to permit one or more Blackstone personnel to donate such securities to charity (which may include private foundations, funds or other charities associated with any such personnel), to the extent permitted by applicable law. The tax benefit derived from charitable giving has the effect of reinforcing and/or enhancing a General Partner’s incentives otherwise resulting from the existence of the General Partner’s carried interest described above and therefore conflicts of interest may arise in making decisions on behalf of the relevant Fund (including the timing of the disposition of Investments). In addition, the General Partners are incentivized to make certain determinations under the Organizational Documents in a manner that results in its receipt of a greater amount of, or earlier payment of, carried interest. For

example, unlike disposition proceeds, distributions of current income will not take into account a return of capital from the respective investment or allocable fees or expenses thereto, which creates an incentive for such General Partner to determine that a recapitalization, refinancing or other similar transaction was not a “disposition” (in whole or in part) for purposes of the Organizational Documents (including for purposes of calculating such General Partner’s carried interest). Additionally, regardless of whether a recapitalization, refinancing or other similar transaction is treated as a “disposition” (in whole or in part) for purposes of determining the General Partner’s carried interest, such recapitalization, refinancing or other similar transaction are not expected to be treated as a “disposition” (in whole or in part) for purposes of calculating invested capital under the Organizational Documents.

Management Fee. The Management Fee is payable through the complete liquidation of a Fund. Due to the fact that the Management Fee payable after management fees in connection with a successor fund have begun to accrue (the “Management Fee Reduction Date”) is calculated based on “capital contributions” (which pursuant to the Organizational Documents, includes (i) the amount of any outstanding commitment by the Funds to make an Investment under any acquisition agreement to which any of the Funds is a party and (ii) any borrowings and guarantees then outstanding that reduced unused capital commitments) rather than capital commitments, there is an incentive for the General Partner to defer realization of Investments, make more speculative Investments, seek to deploy the capital commitments (and borrowings and guarantees secured by capital commitments) in Investments at an accelerated pace and/or hold Investments longer, in each case, than it otherwise would have if Management Fees were based solely on capital commitments. For purposes of the Management Fee, the calculation of a Fund investor’s capital under the Organizational Documents following the occurrence of the Management Fee Reduction Date will include any capitalized deal-specific expenses incurred in connection with unrealized investments. Acquisition costs for unrealized investments will include, and the Management Fee will accrue on, costs for Investments that are capitalized into the related investment for GAAP purposes notwithstanding that such amounts are eligible to be treated as “Partnership Expenses” under the Organizational Documents rather than as capital contributions for the making of investments. The PE Advisers may waive the Management Fee otherwise payable to it, in whole or in part (whether by a flat discount or a percentage discount, or otherwise), with respect to one or more Investments, extend and/or otherwise amend the “fee holiday” described in the Organizational Documents or reduce the rates on which Management Fees are charged to Fund limited partners under the Organizational Documents, in each case, in its sole discretion.

The Management Fee will be calculated on a basis that generally is not tied to the Funds’ then-current net asset value. As described in the Organizational Documents, from the Effective

Date of each of the Funds until the Management Fee Reduction Date, the Management Fee with respect to each Funds' investor will be calculated based on a percentage of such Funds' investors Capital Commitment.

After the Management Fee Reduction Date, the Management Fee will be calculated based on a percentage of the amount of such Funds' investor's Capital Contributions with respect to investments that have not been disposed of or written off (i.e., the adjusted cost of which has been reduced to zero). For the avoidance of doubt, no Management Fee will be payable on such Funds' investor's Capital Contributions with respect to Investments that have been written off (i.e., the adjusted cost of which has been reduced to zero), which creates an incentive for the PE Advisers to avoid writing off investments. As a result, the amount of the Management Fee generally will not correspond with fluctuations in the relevant Fund's net asset value, including following the investment period, and will not be reduced in connection with any write-downs, except in the case of Investments written off. The determination to characterize an Investment as having been disposed of or written off (i.e., adjusted cost of which has been reduced to zero) generally remains in the sole discretion of Blackstone and involves conflicts. Unless the Organizational Documents expressly provide to the contrary, the Management Fee will not be reduced (in whole or in part) in the case of any recapitalization, refinancing or other similar transaction, or in connection with certain distributions such as dividends or as a result of any reorganization or restructuring of, extraordinary dividend made with respect to, or similar transaction related to, an investment that does not result in the disposition of the relevant Fund's interest therein (even in cases where the value of the relevant Fund's investment or the relevant Fund's ownership percentage in such investment has been reduced as a result of such reorganization, restructuring, extraordinary dividend or similar transaction), and in such cases, Funds' investors will continue paying Management Fees based on the cost basis of investments regardless of any such transaction.

Allocation of Personnel. Each PE Adviser will devote such time and attention to the relevant Funds as it determines to be necessary to conduct its business affairs in an appropriate manner. However, Blackstone personnel, including members of the Investment Committee, will work on other projects, serve on other committees (including boards of directors, as applicable) and source potential investments for and otherwise assist the investment programs of Other Blackstone Clients and their Portfolio Entities, including other investment programs to be developed in the future. Certain members of the Funds' investment teams are also members of other Funds' or Other Blackstone Clients' investment teams and will continue to serve in those roles (and, in certain circumstances, will devote a majority of their time and attention to such roles) and as a result, not all of their business time will be devoted to a particular Fund. Certain non-investment professionals are not dedicated solely to a particular Fund and are permitted to perform work for other Funds or Other Blackstone Clients which is

expected to detract from the time such persons devote to a particular Fund. Even some key Blackstone personnel who devote substantially all of their time and attention to Blackstone's private equity investments generally and matters relating thereto within the Blackstone Private Equity Group (as defined below) do not devote their time predominantly, or solely, to a Fund, as the Blackstone Private Equity Group (and thus Blackstone's private equity investments) includes many sub-groups and includes many Other Blackstone Clients. As a whole, the Blackstone private equity group (collectively the "Blackstone Private Equity Group") includes (i) the Corporate Private Equity group, including (a) the BCP Funds, (b) the BCEP Funds, and (c) the BEP Funds; (ii) the Tactical Opportunities group, including the BTO Funds; (iii) the secondary fund of funds business, including Strategic Partners, (iv) the Infrastructure group, including the BIP Funds, (v) the life sciences investment platform, including the BMLS Funds, (vi) the Growth Equity Funds, (vii) the BTAS Funds and (viii) the BXPE Funds. Such personnel can in certain circumstances be expected to devote a substantial portion or all of their time to such Other Blackstone Clients. Time spent on these other initiatives diverts attention from the activities of the Funds, which could negatively impact the Funds and their investors. Furthermore, Blackstone and Blackstone personnel derive financial benefit from these other activities, including fees and performance-based compensation. Blackstone personnel outside the Blackstone Private Equity Group share in the fees and performance-based compensation from the Funds; similarly, the Blackstone Private Equity Group personnel share in the fees and performance-based compensation generated by Other Blackstone Clients. These and other factors create conflicts of interest in the allocation of time and attention by Blackstone personnel. A General Partner's determination of the amount of time and attention necessary to conduct a Fund's activities will be conclusive, and a Fund's investors rely on such General Partner's judgment in this regard.

Outside Activities of Principals and Other Personnel and their Related Parties. Certain personnel of Blackstone will, in certain circumstances, be subject to a variety of conflicts of interest relating to their responsibilities to the Funds, Other Blackstone Clients and their respective Portfolio Entities, and their outside personal or business activities, including as members of investment or advisory committees or boards of directors of or advisors to investment funds, corporations, foundations or other organizations. Such positions create a conflict if such other entities have interests that are adverse to those of the Funds, including if such other entities compete with the Funds for investment opportunities or other resources. The Blackstone personnel in question could have a greater financial interest in the performance of the other entities than the performance of the Funds. This involvement would create conflicts of interest in making investments on behalf of the Funds and such other funds, accounts and other entities. Although the PE Advisers will generally seek to minimize the impact of any such conflicts, there can be no assurance they will be resolved favorably for the

Funds. Also, Blackstone personnel are generally permitted to invest in alternative investment funds, private equity funds, venture capital funds, real estate funds, hedge funds and other investment vehicles, as well as engage in other personal trading activities relating to companies, assets, securities or instruments, it being understood that such personnel may make such investments for strategic reasons including for purposes of sourcing investment opportunities for the Funds, Other Blackstone Clients and/or Blackstone (subject to Blackstone's Code of Ethics requirements), some of which will involve conflicts of interests. Such personal securities transactions will, in certain circumstances, relate to securities or instruments which can be expected to also be held or acquired by Other Blackstone Clients, including the Funds, or otherwise relate to companies or issuers in which the Funds have or acquire a different principal investment (including, for example, with respect to seniority) which may give rise to conflicts of interest related to misaligned interests between the applicable Fund and such persons, it being understood that where Blackstone personnel make investments in alternative investment funds and other investment vehicles with the intent to source investments for the Funds or Other Blackstone Clients, there is a greater likelihood that the Funds or such Other Blackstone Clients will invest in companies in which Blackstone personnel hold an indirect interest. There could be situations in which such alternative investment funds invest in the same portfolio companies as the Funds and there could be situations in which such alternative investment funds purchase securities from, or sell securities to, the Funds. There can be no assurance that conflicts of interest arising out of such activities will be resolved in favor of the Funds. Fund investors will not receive any benefit from any such investments, and the financial incentives of Blackstone personnel in such other investments could be greater than their financial incentives in relation to the Funds and may not receive notice should the Funds make investments in which such persons hold indirect interests. Although the PE Advisers will generally seek to minimize the impact of any such conflicts, there can be no assurance they will be resolved favorably for the Funds. (See "—Additional Potential Conflicts of Interest" below.)

Additionally, certain personnel and other professionals of Blackstone have family members or relatives that are actively involved in industries and sectors in which the Funds invest and/or have business, personal, financial or other relationships with companies in such industries and sectors (including the advisors and service providers described above) or other industries, which gives rise to potential or actual conflicts of interest. For example, such family members or relatives might be officers, directors, personnel or owners of companies or assets which are actual or potential investments of the Funds or other counterparties of the Funds and their Portfolio Entities and/or assets. Moreover, in certain instances, the Funds or their Portfolio Entities can be expected to purchase or sell companies or assets from or to, or otherwise transact with, companies that are owned by such family members or relatives or in respect of

which such family members or relatives have other involvement. These relationships have the potential to influence Blackstone, including the General Partners, in deciding whether to select, recommend or create such service providers to perform services for the Funds or a Portfolio Entity (the cost of which will generally be borne directly or indirectly by the Funds or such Portfolio Entity, as applicable) and to incentivize Blackstone to engage such service provider over a third party. The fees for services provided by such service providers may or may not be at the same rate charged by other third parties and a General Partner undertakes no obligations to select service providers who may have lower rates. A General Partner undertakes no minimum amount of benchmarking. To the extent a General Partner does engage in benchmarking, it cannot be assured that such benchmarking will be accurate, comparable, or relate specifically to the assets or services to which such rates or terms relate. Whether or not a General Partner has a relationship with, or receives 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. In most such circumstances, the Organizational Documents will not preclude the Funds from undertaking any of these investment activities or transactions. To the extent Blackstone determines appropriate, conflict mitigation strategies can be expected to be put in place with respect to a particular circumstance, such as internal information barriers or recusal, disclosure or other steps determined appropriate by the applicable General Partner. The Fund investors rely on the applicable General Partner to manage these conflicts in its sole discretion.

Secondments and Internships. Certain personnel of Blackstone and its affiliates, and the Consultants (as defined herein), will, in certain circumstances, be seconded to one or more Portfolio Entities, vendors and service providers or limited partners of the Funds and Other Blackstone Clients to provide finance, accounting, operational support, technology, data management (including artificial intelligence) and other similar services, including the sourcing of investments for the Funds or other parties. The salaries, benefits, overhead and other similar expenses for such personnel during the secondment could be borne by Blackstone and its affiliates or the organization for which the personnel are working or both. In addition, personnel of Portfolio Entities, vendors, service providers (including law firms and accounting firms) and limited partners of the Funds and Other Blackstone Clients will, in certain circumstances, be seconded to, serve internships at, receive trainings from or otherwise provide consulting services to, the PE Advisers, Blackstone, the Funds, Portfolio Entities and Other Blackstone Clients. While often the Funds, Other Blackstone Clients, and their Portfolio Entities are the beneficiaries of these types of arrangements, the PE Advisers or Blackstone are from time to time beneficiaries of these arrangements as well, including in circumstances

where the vendor, Portfolio Entity or service provider also provides services to the Funds, Other Blackstone Clients, the PE Advisers, or Blackstone in the ordinary course.

The Funds or their Portfolio Entities can be expected to pay compensation or cover fees or expenses associated with such secondees and interns, and if a Portfolio Entity of a Fund pays the cost, it will be borne directly or indirectly by the Fund. If Blackstone or the PE Advisers pay salaries or cover expenses associated with such secondees and interns, they could seek reimbursement from the Funds or their Portfolio Entities for such amounts. Additionally, the PE Advisers, Blackstone, other Funds, Other Blackstone Clients or their respective Portfolio Entities could receive benefits from arrangements, including arrangements at no or reduced cost, with secondees or interns employed by service providers or vendors (or affiliates thereof) that provide services to, or whose employees serve as secondees or interns to, a Fund (or its Portfolio Entities) that bears the compensation, fees or expenses associated with such services, secondees or interns. Furthermore, such arrangements, including those at no or reduced cost, could include secondees or interns who perform services for the benefit of the PE Advisers, Blackstone, other Funds, Other Blackstone Clients or their respective Portfolio Entities that do not benefit such Client or its Portfolio Entities. To the extent seconded or intern compensation, fees or expenses are borne by a Fund, including indirectly through its Portfolio Entities or reimbursement of Blackstone for such costs, the management fee will not be offset or reduced as a result of these arrangements or any fees, expense reimbursements or other costs related thereto. The personnel described above can be expected to provide services in respect of multiple matters, including in respect of matters related to the PE Advisers, Blackstone, the Funds, Other Blackstone Clients, Portfolio Entities, each of their respective affiliates and related parties, and any costs of such personnel could be allocated accordingly. The PE Advisers and Blackstone will endeavor in good faith to allocate the costs of these arrangements, if any, to the PE Advisers, Blackstone, the Funds, Other Blackstone Clients, Portfolio Entities, and other parties based on time spent by the personnel or another methodology the PE Advisers or Blackstone deems appropriate in a particular circumstance.

In addition, there could be instances where current and former employees of Other Blackstone Clients' Portfolio Entities are seconded to or temporarily hired by the Funds' Portfolio Entities or, at times, the Funds' investments directly. Such secondments or temporary hiring of current and former employees of Other Blackstone Clients' Portfolio Entities by the Funds' Portfolio Entities (or their investments) will result in a potential conflict of interest between the Funds' Portfolio Entities and those of such Other Blackstone Clients. The costs of such employees are expected to be borne by the Funds or their relevant Portfolio Entities, as applicable, and the fees paid by the Funds or such Portfolio Entities to other Portfolio Entity service providers or

vendors do not offset or reduce the management fee. See also “—Portfolio Entity Service Providers and Vendors” herein.

Other Benefits. The PE Advisers, their affiliates and their respective personnel and related parties will receive intangible and other benefits, discounts and perquisites arising or resulting from their activities on behalf of the Funds, the value of which will not offset or reduce Management Fees or otherwise be shared with the Funds, their Portfolio Entities or the Fund investors. For example, airline travel or hotel stays will result in “miles” or “points” or credit in loyalty or status programs, and certain purchases made by credit card will result in “credit card points”, “cash back” or rebates in addition to such loyalty or status program miles or points. Such benefits will, whether or not *de minimis* or difficult to value, inure exclusively to the benefit of the PE Advisers, their affiliates or their respective personnel or related parties receiving them, even though the cost of the underlying service is borne by the Funds as Fund expenses and/or by Portfolio Entities (see also “—Service Providers, Vendors and Other Counterparties Generally” herein). Similarly, the PE Advisers, their affiliates and their respective personnel and related parties, and third parties designated by the foregoing, also receive discounts on products and services provided by Portfolio Entities and customers or suppliers of such Portfolio Entities.

Advisors, Consultants and Partners. The PE Advisers, their affiliates and their respective personnel and related parties engage and retain strategic advisors, consultants, senior advisors, operating advisors, industry experts, joint venture and other partners and professionals and market participants, any of whom might be current or former executives or other personnel of the PE Advisers or Portfolio Entities of the Funds or Other Blackstone Clients (collectively, “Consultants”), to provide a variety of services. Similarly, the Funds, Other Blackstone Clients and their Portfolio Entities retain and pay compensation to Consultants to provide services, or to undertake a build-up strategy to originate, acquire and develop assets and businesses in a particular sector or involving a particular strategy. Any amounts paid by the Funds or a Portfolio Entity to Consultants in connection with the above services, including cash fees, profits or equity interests in a Portfolio Entity, discretionary bonus awards, performance-based compensation (*e.g.*, promote), retainers and expense reimbursements, will be treated as Fund expenses or expenses of a Portfolio Entity, as the case may be, and will not, even if they have the effect of reducing any retainers or minimum amounts otherwise payable by the applicable PE Adviser or its affiliates, be chargeable to such PE Adviser or its affiliates or deemed paid to or received by such PE Adviser or its affiliates, or offset or reduce any Management Fees to such PE Adviser or its affiliates or be subordinated to return of the Fund investor’s capital. Amounts charged by Consultants will not necessarily be confirmed as being comparable to market rates for such services. In certain cases, Consultants will receive intangible and other benefits resulting from their activities on behalf of the Funds – for

example in the same way that executives from portfolio companies of Other Blackstone Clients may provide insight and/or deal origination for the benefit of the Funds, the work performed by executives of the Funds' Portfolio Entities may benefit Consultants and/or Other Blackstone Clients. Consultants may attend events and/or meetings sponsored by the Funds' Portfolio Entities and/or Other Blackstone Clients or other members of the Blackstone network, and similarly, members of the Blackstone network may attend annual meetings of Funds and may be involved in fundraising activities on behalf of Blackstone. Also, Consultants (including for this purpose strategic investors described in "—Syndication; Warehousing") often co-invest alongside the Funds in Portfolio Entities and investments of the Funds, participate in long-term incentive plans of a Portfolio Entity, and invest directly in the Funds or in vehicles controlled by the Funds, with reduced or waived Management Fees and carried interest (where permitted by applicable law), including after the termination of their engagement by or other status with Blackstone, and such co-investment or participation (which generally will result in the Funds being allocated a smaller share of an investment than would otherwise be the case in the absence of such side-by-side co-investment rights) and such co-investment or participation (which generally will result in the Funds being allocated a smaller share of an investment and less co-investment being available to Fund investors) may or may not be considered part of Blackstone's side-by-side co-investment rights, as determined by the applicable PE Adviser or its affiliates in their sole discretion. Consultants' benefits described in this paragraph will, in certain circumstances, continue after termination of status as a Consultant. Moreover, in negotiating and structuring transactions with counterparties (such as investment banks, financial intermediaries and other service providers) of the Funds or Portfolio Entities, the applicable PE Adviser will generally not seek to maximize terms as if such transaction was taking place in isolation – it will be free to consider relationship, reputational and market considerations, which can in some circumstances result in a cost to the Funds (or otherwise make the terms of the transaction less favorable for the Funds).

The time, dedication, nature of the relationship and scope of work of a Consultant varies considerably. In some cases, a Consultant advises Blackstone on transactions, provide the PE Advisers with industry-specific insights and feedback on investment themes, assists in transaction due diligence, and makes introductions to, and provides reference checks on, management teams. In other cases, Consultants take on more extensive roles, including serving as executives or directors on the boards of Portfolio Entities and contributing to the identification and origination of new investment opportunities. The Funds may rely on these Consultants to recommend the PE Advisers and the Funds as a preferred investment partner and carry out its investment program, but there is no assurance that any Consultant will continue to be involved with the Funds for any length of time, including the entire investment period of a Fund. The PE Advisers and the Funds can be expected to have formal or informal

arrangements with Consultants that may or may not have termination options and may include compensation, no compensation, or deferred compensation until occurrence of a future event, such as commencement of a formal engagement. In certain cases, Consultants have certain attributes of Blackstone “employees” (e.g., they can be expected to have offices at Blackstone, receive administrative support from Blackstone personnel, participate in certain meetings and events for Blackstone personnel or work on Blackstone matters as their primary or sole business activity, have Blackstone-related e-mail addresses or business cards and participate in certain arrangements (e.g., the side-by-side investment program) typically reserved for Blackstone employees), even though they are not Blackstone employees, affiliates or personnel for purposes of the Organizational Documents, and their salary and related expenses are paid by the Funds as Fund expenses or by Portfolio Entities without any reduction or offset to Management Fees. Some Consultants work only for a Fund and its Portfolio Entities, while other Consultants may have other clients, including Other Blackstone Clients, as described below. In particular, in some cases, Consultants, including those with a “Senior Advisor”, “Operating Advisor” or “Executive Advisor” title, have been and will be engaged with the responsibility to source and recommend transactions to Blackstone potentially on a full-time and/or exclusive basis and, notwithstanding any overlap with the responsibilities of Blackstone under the Investment Advisory Agreement, the compensation to such Consultants may be borne fully by the Funds and/or Portfolio Entities (with no reduction or offset to Management Fees) and not Blackstone. Consultants could have conflicts of interest between their work for a Fund and its Portfolio Entities, on the one hand, and themselves or other clients, on the other hand, and the PE Advisers are limited in their ability to monitor and mitigate these conflicts. Additionally, from time to time, Consultants provide services on behalf of both the Funds and Other Blackstone Clients, and any work performed by Consultants retained on behalf of the Funds may benefit such Other Blackstone Clients (and alternatively, work performed by Consultants on behalf of Other Blackstone Clients may benefit the Funds), and the PE Advisers shall have no obligation to allocate any portion of the costs to be borne by the Funds in respect of such Consultant to such Other Blackstone Clients, except as described below.

As an example of the foregoing, in investments by the Funds including a “platform company,” the Funds will, in certain circumstances, enter into an arrangement from time to time with one or more individuals (who may be former personnel of Blackstone or current or former personnel of Portfolio Entities of the Funds or Other Blackstone Clients, may have experience or capability in sourcing or managing investments, and may form a management team) to undertake a new business line or a build-up strategy to acquire and develop assets and businesses in a particular sector or involving a particular strategy. The services provided by such individuals or relevant Portfolio Entity, as the case may be, could include the following with respect to investments of the Funds: origination or sourcing, due diligence, evaluation,

negotiation, servicing, development, management (including turnaround) and disposition. The individuals or relevant Portfolio Entity could be compensated with a salary and equity incentive plan, including a portion of profits derived from the Funds or a Portfolio Entity or asset of the Funds, (which may take the form of a management fee and/or profits allocation (whether paid directly to such individuals and/or to an affiliated entity controlled by such individuals)), or other long term incentive plans. Such compensation could be based on assets under management and/or a waterfall similar to a carried interest, or other similar metrics, which will not be subject to the management fee offset. The professionals at such platform company, which in certain circumstances may include former employees or current or former senior advisors or consultants to Blackstone, the PE Advisers, their affiliates and/or Portfolio Entities and/or Other Blackstone Clients, can be expected to undertake analysis and evaluation of potential investment and acquisition opportunities for such platform company. See also “Blackstone Affiliated Service Providers” herein. Although Blackstone is generally responsible under the Organizational Documents for certain overhead expenses and investment analysis associated with sourcing and managing investments, as well as compensation costs of investment professionals, the Funds would, in such circumstances, invest capital to fund some or all of the costs of such platform companies, including costs related to overhead (including rent, utilities, benefits, salary or retainers for the individuals and/or their affiliated entities) and the sourcing, due diligence and analysis of investments, as well as the compensation for the individuals and entity undertaking the build-up strategy. None of such Portfolio Entities or Consultants will be treated as affiliates of the PE Adviser for purposes of the Organizational Documents and none of the fees, costs or expenses described above will reduce or offset the Management Fee. The activities performed by investment professionals at platform companies will in certain cases be similar to the investment management activities performed by the PE Advisers’ investment professionals in respect of the Funds. In such cases, a Fund will both indirectly bear the compensation expenses for the platform companies’ investment professionals and directly bear the management fees in respect of capital invested by the Fund in such platform companies. The PE Advisers could have an incentive to cause a Fund to invest in platform companies in circumstances where such investments have the effect of reducing (or avoiding a need to increase) the number of investment professionals that the PE Advisers need to employ in respect of the Funds.

In addition, the General Partners will, in certain circumstances, engage third parties as Consultants (or another similar capacity) in order to advise them with respect to existing investments, specific investment opportunities, and economic and industry trends. Such Consultants from time to time are permitted to receive reimbursement of reasonable related expenses by Portfolio Entities or a Fund and may have the opportunity to invest in a portion of the equity available to a Fund for investment which may be taken by the General Partners and

their affiliates. If such Consultants generate investment opportunities on the Funds' behalf, such Consultants from time to time are permitted to receive special additional fees or allocations comparable to those received by a third party in an arm's length transaction, and such additional fees or allocations would be borne fully by the Funds and/or Portfolio Entities (with no reduction or offset to Management Fees) and not the PE Advisers.

Multiple Blackstone Business Lines. Blackstone has multiple business lines, including Blackstone Capital Markets Group ("BXCM"), which Blackstone, the Funds, Other Blackstone Clients, Portfolio Entities of the Funds and Other Blackstone Clients and third parties will, in certain circumstances, engage for debt and equity financings and to provide other investment banking, brokerage, investment advisory or other services. As a result of these activities, Blackstone is subject to a number of actual and potential conflicts of interest, greater regulatory oversight and more legal and contractual restrictions than if it had one line of business. For example, from time to time, Blackstone could come into possession of information that limits the Funds' ability to engage in potential transactions. Similarly, other Blackstone businesses and their personnel could be prohibited by law or contract from sharing information with the PE Advisers that would be relevant to monitoring the Funds' investments and other activities. Additionally, Blackstone or Other Blackstone Clients can be expected to enter into covenants that restrict or otherwise limit the ability of the Funds or their Portfolio Entities and their affiliates to make investments in, or otherwise engage in, certain businesses or activities. For example, a Fund or Other Blackstone Clients could have granted exclusivity to a joint venture partner that limits the Funds and Other Blackstone Clients from owning assets within a certain distance of any of the joint venture's assets, or Blackstone or an Other Blackstone Client could have entered into a non-compete in connection with a sale or other transaction or agreed to other restrictions that could impact the Funds' ability to consummate investments. These types of restrictions may negatively impact the ability of the Funds to implement its investment program. (See also "—Other Blackstone Clients; Allocation of Investment Opportunities" herein.) Finally, Blackstone personnel who are members of the investment team or investment committee may be excluded from participating in certain investment decisions due to conflicts involving other Blackstone businesses or for other reasons, including other personal or business activities, in which case the Funds will not benefit from their experience. The Fund investors will not receive a benefit from any fees earned by Blackstone or its personnel from these other businesses.

Blackstone is under no obligation to decline any engagements or investments in order to make an investment opportunity available to the Funds. Blackstone and its employees have long-term relationships with a significant number of corporations and their senior management. In determining whether to invest in a particular transaction on a Fund's behalf, the PE Advisers will consider such relationships (including any incentives or disincentives as

part of such relationship) when evaluating an investment opportunity, and such relationships can be expected to influence the PE Advisers' decision to make or not make particular investments on a Fund's behalf. The Funds may also co-invest with clients of Blackstone in particular investments, and the relationship with such clients could influence the decisions made by the PE Advisers with respect to such investments. Blackstone is under no obligation to decline any engagements or investments in order to make an investment opportunity available to a Fund (*e.g.*, investments in a competitor of a client or other person with whom Blackstone has a relationship unless the Organizational Documents specifically provide otherwise). The Funds could be required to sell or hold existing investments as a result of investment banking relationships or other relationships that Blackstone may have or transactions or investments that Blackstone may make or has made. Therefore, there can be no assurance that all potentially suitable investment opportunities that come to the attention of Blackstone will be made available to the Funds. (See “—Other Blackstone Clients; Allocation of Investment Opportunities” and “Portfolio Entity Relationships Generally” and “—Conflicting Fiduciary Duties to Debt Funds” herein.) The Funds may also co-invest with Other Blackstone Clients or other persons with whom Blackstone has a relationship in particular investment opportunities, and other aspects of these Blackstone relationships could influence the decisions made by the PE Advisers with respect to the Funds' investments and otherwise result in a conflict. (See also “—Other Blackstone Clients; Allocation of Investment Opportunities” herein.)

Finally, Blackstone and Other Blackstone Clients could acquire limited partner interests in the Funds in the secondary market. Blackstone and Other Blackstone Clients would generally have greater information than counterparties in such transactions, and the existence of such business could produce conflicts, including in the valuation of the Funds' investments.

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

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

Blackstone Policies and Procedures; Information Walls. Blackstone has implemented policies and procedures to address conflicts that arise as a result of its various activities, as well as regulatory and other legal considerations. Specified policies and procedures, such as Blackstone's information wall policy, implemented by Blackstone to mitigate potential conflicts of interest and address certain regulatory requirements and contractual restrictions will reduce the synergies and collaboration across Blackstone's various businesses that the Funds expect to draw on for purposes of identifying, pursuing and managing attractive investment opportunities. Because Blackstone has many different asset management and advisory businesses, including, but not limited to, private equity, growth equity, a credit business, a secondary funds business, an infrastructure business, an insurance solutions business, a hedge fund business, a capital markets group, a life sciences business and a real estate advisory business, it is subject to a number of actual and potential conflicts of interest, greater regulatory oversight and more legal and contractual restrictions than that to which it would otherwise be subject if it had just one line of business. In addressing these conflicts and regulatory, legal and contractual requirements across its various businesses and to protect against the inappropriate sharing and/or use of information between the Funds and the other business units at Blackstone, Blackstone has implemented certain policies and procedures (e.g., Blackstone's information wall policy) regarding the sharing of information that have the potential to reduce the positive synergies and collaborations that the Funds could otherwise expect to utilize for purposes of identifying, pursuing and managing attractive investments. For example, Blackstone will from time to time come into possession of material non-public information with respect to companies in which Other Blackstone Clients may be considering making an investment or companies that are clients of Blackstone. As a consequence, that information, which could be of benefit to a Fund, might become restricted to those other respective businesses and otherwise be unavailable to such Fund. There can be no assurance, however, that any such 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 Funds to effectively achieve their investment objective by unduly limiting the investment flexibility of the Funds and/or the flow of otherwise appropriate information between the PE Adviser and other business units at Blackstone. For example, in some instances, personnel of Blackstone may be unable to assist with the activities of a Fund as a result of these walls. There can be no assurance that additional restrictions will not be imposed that would further limit the ability of Blackstone to share information internally. In addition, due to these restrictions, in some instances, a Fund would not be able to initiate a transaction that it otherwise might have initiated and may not be able to arrange for the sale and liquidation of all or any portion of an investment that it otherwise might have purchased or sold, which could negatively affect its operations or performance.

In addition, to the extent that Blackstone is in possession of material non-public information or is otherwise restricted from trading in certain securities, the Funds and the PE Advisers may also be deemed to be in possession of such information or otherwise restricted. Additionally, the terms of confidentiality or other agreements with or related to companies in which any Blackstone fund has or has considered making an investment or which is otherwise a client of Blackstone will from time to time restrict or otherwise limit the ability of the Funds and/or their Portfolio Entities and their affiliates to make investments in or otherwise engage in businesses or activities competitive with such companies. Blackstone reserves the right to enter into one or more strategic relationships in certain regions or with respect to certain types of investments that, although intended to provide greater opportunities for the Funds, may require the Funds to share such opportunities or otherwise limit the amount of an opportunity the Funds can otherwise take.

Data. Blackstone receives, generates or obtains various kinds of data and information from the Funds, Other Blackstone Clients, their respective Portfolio Entities, and, at their election, certain investors in the Funds and investors in Other Blackstone Clients and service providers, including but not limited to data and information relating to or created in connection with business operations, financial results, trends, budgets, plans, suppliers, customers, employees, contractors, ESG, energy usage, carbon emissions and related metrics, financial information, commercial and transactional information, customer and user data, employee and contractor data, supplier and cost data, and other related data and information, some of which is sometimes referred to as alternative data or “big data.” Blackstone can be expected to be better able to anticipate macroeconomic and other trends, and otherwise develop investment themes or identify specific investment, trading or business opportunities, as a result of its access to (and rights regarding, including use, ownership, distribution, and derived works rights over) this data and information from the Funds, Other Blackstone Clients, their Portfolio Entities and, at their discretion, investors in the Funds and investors in Other Blackstone Clients. Blackstone has entered and will continue to enter into information sharing and use, measurement and other arrangements with the Funds, Other Blackstone Clients, their Portfolio Entities, and, at their election, certain investors in the Funds and investors in Other Blackstone Clients, as well as with related parties and service providers, which will give Blackstone access to (and rights regarding, including use, ownership, distribution and derived works rights over) data that it would not otherwise obtain in the ordinary course. Further, this alternative data is expected to be aggregated across the Funds, Other Blackstone Clients and their respective Portfolio Entities. Although Blackstone believes that these activities improve Blackstone’s investment management and other business activities on behalf of the Funds and Other Blackstone Clients, information obtained from the Funds, their Portfolio Entities and, at their election, certain investors in the Funds and in Other Blackstone Clients also provides

material benefits to Blackstone or Other Blackstone Clients typically without compensation or other benefit accruing to the Funds, their investors or Portfolio Entities. For example, information obtained from a Portfolio Entity owned by the Funds can be expected to enable Blackstone to better understand a particular industry, enhance Blackstone's ability to provide advice or direction to another Portfolio Entity's management team on strategy or operations and execute trading and investment strategies in reliance on that understanding for Blackstone, other Funds and Other Blackstone Clients that do not own an interest in such Portfolio Entity, typically without compensation or benefit to such Portfolio Entity or the Fund that owns it. Blackstone is expected to serve as the repository for data described in this paragraph, including with ownership, use and distribution rights therein.

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

The sharing and use of "big data" and other information presents potential conflicts of interest and any benefits received by Blackstone or its personnel (including fees (in cash or in kind), costs and expenses) will not be subject to Management Fee offset or otherwise shared with the Funds or their investors. As a result, the PE Advisers have an incentive to pursue investments that have data and information that can be utilized in a manner that benefits Blackstone or Other Blackstone Clients. (See also "Blackstone Affiliated Service Providers" and "Data Services" herein.)

Data Services. Blackstone or an affiliate of Blackstone formed in the future will provide data services to Portfolio Entities, to certain investors in the Funds and in Other Blackstone Clients, and to the Funds and Other Blackstone Clients and other Blackstone affiliates and associated entities (including funds in which Blackstone and Other Blackstone Clients make investments, and Portfolio Entities thereof) (collectively, "Data Holders"). Such services can be expected to include assistance with obtaining, analyzing, curating, processing, packaging, distributing, organizing, mapping, holding, transforming, enhancing, marketing and selling such data

(among other related data management and consulting services) for monetization through licensing or sale arrangements with third parties and, subject to the limitations in the Organizational Documents and any other applicable contractual limitations, with the Funds, Other Blackstone Clients, Portfolio Entities, investors in the Funds and in Other Blackstone Clients, and other Blackstone affiliates and associated entities (including funds in which Blackstone and Other Blackstone Clients make investments, and Portfolio Entities thereof). Where Blackstone believes appropriate, data from one Data Holder will be aggregated or pooled with data from other Data Holders. Any revenues arising from such aggregated or pooled data sets would be allocated between applicable Data Holders on a fair and reasonable basis as determined by Blackstone in its sole discretion, with Blackstone able to make corrective allocations should it determine subsequently that such corrections were necessary or advisable. If Blackstone in the future enters into data services arrangements with Portfolio Entities and such Portfolio Entities pay Blackstone compensation for such data services, the relevant Funds will indirectly bear their share of the cost of such compensation based on their ownership of such Portfolio Entities. To the extent Blackstone receives compensation for such data management services, such compensation could include a percentage of the revenues generated through any licensing or sale arrangements with respect to the relevant data, as well as fees, royalties and cost and expense reimbursement (including start-up costs and allocable overhead associated with personnel working on relevant matters (including salaries, benefits and other similar expenses)). Such compensation will not offset or reduce management fees or any other fees or expenses borne by the Funds or otherwise be shared with the Funds or Funds' investors. Additionally, Blackstone is also expected to share and distribute the products from such data services within Blackstone or its affiliates (including Other Blackstone Clients or their Portfolio Entities) at no charge and, in such cases, the Data Holders will not receive any financial or other benefit from having provided such data to Blackstone. The potential receipt of such compensation by Blackstone creates incentives for Blackstone to cause the Funds to invest in Portfolio Entities with a significant amount of data that it might not otherwise have invested in or on terms less favorable than it otherwise would have sought to obtain on behalf of such Funds. (See also "Data" herein.)

Buying and Selling Investments or Assets from Certain Related Parties. The Funds and their Portfolio Entities can be expected to purchase investments or assets from or sell investments or assets of such Funds to the Funds' investors, other Funds, Other Blackstone Clients, Portfolio Entities of other Funds or Other Blackstone Clients or their respective related parties, including parties which such Funds' investors, other Funds, Other Blackstone Clients or Portfolio Entities own or have invested in. In certain circumstances, it can be expected that the proceeds received by a counterparty from a Fund in respect of an investment or asset will be distributed, in whole or in part, to a related party of the Fund (i.e., a Fund investor, Other

Blackstone Clients and/or Portfolio Entities thereof) when such related party indirectly holds interests in such underlying investment or asset through the counterparty (including, for example, in such related party's capacity as an investor in such counterparty). Blackstone will generally rely upon internal analysis consistent with its valuation policies and procedures to determine the value of the applicable investment or asset, though it could also obtain third-party valuation reports in respect thereof. In other circumstances, where a Fund or a related party of a Fund (i.e., a Fund Investor, a Portfolio Entity of another Fund or an Other Blackstone Client, another Fund or an Other Blackstone Client) holds publicly traded securities in a Portfolio Entity and the Fund or such related party has entered into a privately negotiated transaction with such Portfolio Entity, the Fund or such related party can be expected to receive (directly or indirectly) proceeds from such related party or a Fund, as applicable, upon the consummation of such privately negotiated transaction. In each such circumstance, Fund investors, other Funds, Other Blackstone Clients, Portfolio Entities of other Funds or Other Blackstone Clients or their respective related parties could also have limited governance rights in respect of such counterparty or such investment or asset. Purchases and sales of investments or assets of the Funds between the Funds or their Portfolio Entities, on the one hand, and limited partners and/or Portfolio Entities of other Funds or Other Blackstone Clients or their respective related parties, on the other hand, are not subject to the approval of any advisory committee of a Fund or Fund investor (or independent client representative (if any)), or any board of directors, as applicable, except as expressly required under the Funds' Organizational Documents or unless otherwise required under the Advisers Act or other applicable laws or regulations. A Fund could originate or initially acquire an investment (or portfolio of related investments) in circumstances where it expects that certain portions or tranches thereof (which could be of different levels of seniority or credit quality) will be syndicated to one or more other Funds or Other Blackstone Clients or where such other Funds or Other Blackstone Clients provide equity or debt financing to the Funds or third-party purchasers in connection with the disposition of such assets (in which case Blackstone will have conflicting duties in determining the tranching thereof). See also "—Syndication; Warehousing" herein. Blackstone will have conflicting duties to a Fund and Other Blackstone Clients when a Fund (or its Portfolio Entity) buys or sells assets from or to other Funds or Other Blackstone Clients (and, potentially, when the Fund buys, sells, or redeems interests in other Funds or Other Blackstone Clients) or when such other Funds or Other Blackstone Clients provide equity or debt financing to a Fund or third-party purchasers in connection with the disposition of such assets, including as a result of different financial incentives Blackstone could have with respect to the Fund and such Other Blackstone Clients. These conflicts will not necessarily be resolved in favor of a Fund, and the Fund's limited partners will not necessarily receive notice or disclosure of the occurrence of these conflicts. In addition, certain financings between a Fund and Blackstone affiliates could involve structuring that in form is a transaction

between the Funds and an affiliate, but will not be treated as the sale of an investment to the Funds from a Blackstone affiliate (or vice versa) for purposes of the Funds' Organizational Documents, as determined by a PE Adviser in good faith. For example, where the Funds, in anticipation of a take-private transaction, purchase publicly traded securities of an issuer in which an Other Blackstone Client holds a *de minimis* interest, such take-private transaction, if structured as a merger between the issuer and one or more subsidiaries of the Funds, would generally not be treated as the sale of an investment in such issuer from such Other Blackstone Clients to the Funds (or vice versa) for purposes of the Funds' Organizational Documents, including in a situation where holders of the securities of the issuer automatically receive cash consideration in exchange for their interest when the merger becomes effective.

There can be no assurance that any investment or asset sold by a Fund to a limited partner, other Fund, or Other Blackstone Clients, Portfolio Entities thereof, or any of their respective related parties (or where any such related parties are providing financing to the Funds or a third-party purchaser or where any interests in other Funds or Other Blackstone Client are being sold or redeemed by the Funds) will not be valued at or allocated a sale price that is lower than might otherwise have been the case if such asset were sold to a third party rather than to a limited partner, other Funds, or Other Blackstone Clients, Portfolio Entities thereof, or any of their respective related parties (or were sold in a transaction where the Fund or the third-party purchaser is not receiving financing from a related party, or in the case of interests in an Other Blackstone Client sold or redeemed by the Funds, if the issuer of the interests were a third party rather than another Fund or an Other Blackstone Client). Blackstone will not be required to solicit third-party bids or obtain a third-party valuation prior to causing a Fund or any of its Portfolio Entities to purchase or sell any asset or investment from or to a Fund's limited partner, other Funds, or Other Blackstone Clients, Portfolio Entities thereof, or any of their respective related parties as provided above (or to purchase, sell, or redeem any interests in another Fund or an Other Blackstone Client). In the event Blackstone does solicit third-party bids in a sale process of any such assets, the participation of another Fund or an Other Blackstone Client (or a related party thereof) through the financing of a third party purchase could potentially have a negative impact on the overall process. For example, a bidder that is not working with, or has otherwise chosen not to work with, another Fund or an Other Blackstone Client for such financing could perceive the process as favoring parties that are doing so. While Blackstone will seek to develop sale procedures that mitigate conflicts for a Fund, there can be no assurance that any bidding process will not be negatively impacted by the involvement of any other Funds or Other Blackstone Clients in the relevant transaction. All the foregoing transactions involve conflicts of interest, as Blackstone will receive fees and other benefits, directly or indirectly, from or otherwise have interests in both parties to the transaction, including different financial incentives Blackstone will have with respect to the

parties to the transaction. These conflicts will not necessarily be resolved in favor of a Fund, and Fund limited partners will not necessarily receive notice or disclosure of the occurrence of these conflicts.

Selling Assets to Other Blackstone Clients. Blackstone will have conflicting duties to the Funds and Other Blackstone Clients when the Funds sell assets to Other Blackstone Clients, including as a result of different financial incentives Blackstone may have with respect to the Funds and such Other Blackstone Clients. There can be no assurance that any assets sold by the Funds to an Other Blackstone Client will not be valued or allocated a sale price that is lower than might otherwise have been the case if such asset were sold to a third-party rather than to an Other Blackstone Client. Blackstone will not be required to solicit third-party bids prior to causing the Funds to sell an asset to an Other Blackstone Client as provided above.

Other Blackstone Clients; Allocation of Investment Opportunities. Blackstone invests its own capital and third-party capital on behalf of Other Blackstone Clients and the Funds in a wide variety of investment opportunities throughout the world. Investors should expect that in certain circumstances, not all of the investment opportunities suitable for a Fund will be presented to such Fund. Investment opportunities that might otherwise fall within a Fund's investment objectives or strategy may be allocated to Other Blackstone Clients (in whole or in part). In addition, certain exceptions exist that allow specified types of investment opportunities that fall within the Funds' investment objectives or strategy to be allocated in whole or in part to Blackstone itself and/or Other Blackstone Clients, such as strategic investments made by Blackstone itself (whether in financial institutions or otherwise) and the exception for Other Blackstone Clients that have investment objectives and/or guidelines similar to or overlapping, in whole or in part, with those of the Funds to some extent, or pursue similar returns as a Fund but have a different investment strategy or objective. Moreover, portfolio companies of Other Blackstone Clients may pursue follow-on investments (using, in whole or in part, such portfolio company's own balance sheet capital or with additional capital from such Other Blackstone Client) that fall within the Funds' investment objectives or strategy. Therefore, there may be instances where investments that are consistent with the Funds' investment objectives may be allocated to such Other Blackstone Client's portfolio company as a follow-on investment. It is expected that some activities of Blackstone, the Other Blackstone Clients and their Portfolio Entities will compete with the Funds and their Portfolio Entities for one or more investment opportunities that are consistent with the Funds' investment objectives, and as a result such investment opportunities may only be available on a limited basis, or not at all, to the Funds. Further, with respect to any investment opportunities falling within the Funds' investment objectives or strategy involving interests in portfolio companies of other funds (including Other Blackstone Clients) that are the subject of a fund restructuring or similar transaction, investors in such funds can be expected

to have priority rights to roll over their existing interests or otherwise reinvest in such portfolio companies (e.g., through a newly formed “continuation fund”) in connection therewith, such that the Funds are not allocated all or any part of any such investment opportunity. Blackstone or its personnel may also from time to time make and hold investments of various types with or in lieu of Other Blackstone Clients. Although such investments would be limited or restricted by the Organizational Documents or the agreements for Other Blackstone Clients, to the extent Blackstone or its personnel does make or hold such investments, many of the conflicts of interest associated with the activities of Other Blackstone Clients also apply to such investment activities of Blackstone or its personnel.

The PE Advisers have conflicting loyalties in determining whether an investment opportunity should be allocated to the Funds, Blackstone or an Other Blackstone Client, and these conflicts may not necessarily be resolved in favor of the Funds. Blackstone has adopted guidelines and policies, which it can be expected to update from time to time, regarding allocation of investment opportunities.

In circumstances in which any Other Blackstone Clients have investment objectives or guidelines that overlap with those of the Funds, in whole or in part, Blackstone generally determines the relative allocation of investment opportunities between or among one or more of the Funds and/or such Other Blackstone Clients on a fair and reasonable basis in good faith according to guidelines and factors determined by it. However, the application of those guidelines and factors may result in the Funds not participating, or not participating to the same extent, in investment opportunities in which they would have otherwise participated, or participated to a greater extent, had the related allocations been determined without regard to such guidelines. The PE Advisers could also determine not to pursue opportunities as discussed below in “—Certain Investments inside the Funds’ Mandates that are not Pursued by the Funds”, or, alternatively, could later determine an opportunity is appropriate for the Funds after initially reviewing such opportunity for or on behalf of an Other Blackstone Client. Subject to certain limitations, the Funds could invest in the securities of publicly traded companies in which Other Blackstone Clients hold existing investments.

Among the factors that the PE Advisers consider in making investment allocations among the Funds and Other Blackstone Clients are the following: (i) any applicable investment strategies, investment mandates, objectives (including whether such objectives are considered solely in light of the specific investment under consideration or in the context of the respective portfolios’ overall holdings), focus (including investment focus on a classification attributable to an investment, such as investment strategy or maturity), parameters, guidelines, investor preferences, limitations, guidelines, regulatory (including, without limitation, requirements under the 1940 Act and any related rules, orders, guidance or other authority applicable to the

Funds and Other Blackstone Clients) and other contractual provisions, obligations and terms relating to the Funds and such Other Blackstone Clients and the duration of their respective investment periods and holding periods, (ii) available capital of the Funds and such Other Blackstone Clients as determined by the PE Advisers in good faith (which may take into account relative portfolio composition, anticipated co-investment and other considerations in addition to buying power), (iii) the Funds and such Other Blackstone Clients, including whether such Other Blackstone Clients expect to invest in or alongside other funds or across asset classes based on expected return, (iv) legal, tax, regulatory, accounting and other considerations deemed relevant by the PE Advisers, (v) primary and permitted investment strategies, guidelines, liquidity positions and requirements, mandates, focus and objectives of the Funds and the Other Blackstone Clients, including, without limitation, with respect to Other Blackstone Clients that expect to invest in or alongside other funds or across asset classes based on expected return (such as BTAS Funds, BREP Funds, BPP Funds, BREDS Funds, BIP Funds, Blackstone Credit and Insurance Funds, Strategic Partners, BAAM Funds (including BSOF, a fund which also participates in investments alongside other sponsors and/or funds), Horizon, the Blackstone Multi-Strategy Vehicles (as defined below), BSCH, BXPE Funds, BXLS, Legacy Clarus Funds, BTO Funds, BXMT Funds, BXG and certain managed accounts or other investment vehicles (whether now in existence or which may be established in the future) with similar investment strategies and objectives), (vi) sourcing of the investment (including by a particular Blackstone business unit), (vii) the sector and geography/location of the investment, (viii) the specific nature (including size, type, amount, liquidity, holding period, remaining investment periods, anticipated maturity and minimum investment criteria) of the investment, (ix) expected investment return, (x) risk/return profile of the investment relative to the Funds' and the Other Blackstone Clients' current risk profiles, (xi) the management of any actual or potential conflict of interest, (xii) expected availability and degree of leverage on the investment, (xiii) expected cash characteristics (such as cash-on-cash yield, distribution rates or volatility of cash flows), (xiv) capital expenditure required as part of the investment, (xv) the Funds' and the Other Blackstone Clients' portfolio diversification and concentration concerns (including, but not limited to, whether a particular fund already has its desired exposure to the investment, sector, industry, geographic region or markets in question), (xvi) relation to existing investments in a fund, if applicable (*e.g.*, "follow-on" to existing investment, joint venture or other partner to existing investment, or same security as existing investment), (xvii) avoiding allocation that could result in *de minimis* or odd lot investments, (xviii) co-investment arrangements, (xix) anticipated tax treatment of the investment and (xx) nature and extent of involvement in the transaction of the respective teams of investment professionals dedicated to the Funds when compared to the Other Blackstone Clients, (xxi) timing expected to be necessary to execute an investment and (xxii) other considerations deemed relevant by the PE Advisers in good faith. The PE Advisers could also determine not to pursue opportunities.

Moreover, under certain circumstances, investment opportunities sourced and/or identified by the Funds and that fall within the Funds' investment strategy and objective may be allocated in whole or in part to Portfolio Entities, Other Blackstone Clients or Portfolio Entities of Other Blackstone Clients, or Blackstone. The allocation of investments to Other Blackstone Clients, including as described above, may result in fewer investment opportunities for the Funds and fewer co-investment opportunities (or reduced allocations) being made available to the Fund investors. When the PE Advisers determine not to pursue some or all of an investment opportunity for a Fund that would otherwise be within such Fund's objectives and strategies, and Blackstone provides the opportunity or offers the opportunity to Other Blackstone Clients, Blackstone, including its personnel (including the PE Advisers' personnel), can be expected to receive compensation from the Other Blackstone Clients, whether or not in respect of a particular investment, including an allocation of carried interest, referral fees or revenue share, and any such compensation could be greater than amounts paid by such Fund to the PE Advisers. As a result, there is an incentive for the PE Advisers (including its personnel who receive such compensation) to allocate investment opportunities away from the Funds to or source investment opportunities for Other Blackstone Clients, which could result in fewer opportunities (or reduced allocations) being made available to the Funds or to the investors in the Funds as co-investment. In addition, in some cases Blackstone can be expected to earn greater fees when Other Blackstone Clients participate alongside or instead of the Funds in an investment.

Certain funds, vehicles, clients, accounts and other similar arrangements (including vehicles for retail investors), including, among others, entities managed by the Blackstone Multi-Strategy Vehicles, are part of multi-strategy programs designed to provide investors with exposure to a broad mix of, and leverage the talent and investment capabilities of, Blackstone's key investment programs (e.g., private equity, real estate, credit, tactical opportunities, secondaries, life sciences, infrastructure and growth). The BTAS Funds and BXPE Funds will seek to invest a material portion (and potentially substantially all) of their assets in investments in which Other Blackstone Clients participate, and, while the BXPE Funds are expected to also independently source investments on their own, both the BTAS Funds and BXPE Funds seek to invest in opportunistic private equity as part of their investment programs. The BTAS Funds and BXPE Funds (or any similar future Blackstone investment program) can be expected to, in addition to their investments through one or more Funds, nonetheless participate in investments alongside the Funds and certain Other Blackstone Clients with overlapping investment objectives (including through Blackstone's side-by-side co-investment rights, as described below), which will from time to time result in the BTAS Funds and BXPE Funds (or any similar future Blackstone investment program) receiving a share of a substantial portion of investments made by the Funds, such that the Funds could receive a lower

allocation (and potentially, in some cases, no allocation) of investment opportunities than otherwise would be the case. The overlapping objectives of the BTAS Funds and BXPE Funds (or any similar future Blackstone investment program) could also give rise to conflicts of interest relating to the allocation of investment opportunities between the Funds, on the one hand, and the BTAS Funds and BXPE Funds, on the other hand, which Blackstone will seek to resolve in a fair and equitable manner, although there is no assurance that Blackstone will be able to do so. See also “—Liability Arising from Transactions Entered into Alongside Other Blackstone Clients” herein. Blackstone intends to establish additional Blackstone Multi-Strategy Vehicles in the future.

With respect to the BXPE Funds specifically, the BXPE Funds will participate alongside the Funds in most or all investments. Such allocations to the BXPE Funds are subject to change in the PE Advisers’ sole discretion, and the portion of investments allocated to the BXPE Funds is expected to be substantial, and is expected to increase over time as the BXPE Funds’ available capital increases. In connection with the foregoing, the Funds could provide credit support (including in the form of a cross-collateralized subscription credit facility) to the BXPE Funds to facilitate their participation in one or more investments (see also “Subscription Credit and Net Asset Value Facilities” herein), or acquire a portion of an investment with the intention of syndicating such portion to the BXPE Funds, in accordance with the Funds’ Organizational Documents.

Blackstone Multi-Strategy Vehicles that include all aspects of the investment strategy(ies) pursued by the Funds within their investment programs are expected to invest generally alongside the Funds and other included Blackstone strategies, taking into account the considerations outlined above and those specified in “Co-Investment Opportunities” with respect to considerations regarding the allocation of co-investment opportunities. Additionally, such Blackstone Multi-Strategy Vehicles are expected to invest alongside the Funds and other included Blackstone strategies in a programmatic or otherwise formulaic manner (e.g., based on the relative available capital of such Blackstone Multi-Strategy Vehicles and the Funds), including through participation in Blackstone’s side-by-side program, and any such methodology will be subject to adjustment on both a case-by-case and general basis from time to time. For certain open-ended Blackstone Multi-Strategy Vehicles, such a vehicle’s “investment period,” for purposes of applying any such allocation methodology that is based on each participating vehicle’s “available capital” (where a vehicle’s “available capital” is determined based in part on the remaining duration of the vehicle’s “investment period”), will be determined by Blackstone in good faith taking into account such considerations that it deems relevant and appropriate under the circumstances, including but not limited to the relevant vehicle’s inception date, the date of the relevant investment, the vehicle’s pace of deployment, and the expected time horizon of the investment, which determination could

result in a Fund participating in a particular investment to a greater or lesser extent than such Blackstone Multi-Strategy Vehicles. It is generally expected that such vehicle's "available capital" for purposes of applying this allocation methodology will only include "available capital" of the vehicle (including, potentially, capital expected to be contributed to the vehicle in the future) that is expected to be invested in the particular strategy for which such methodology is being used, as determined by Blackstone in its discretion. In determining what a vehicle's "investment period" and "available capital" are for purposes of applying this allocation methodology, Blackstone will need to make subjective judgments and projections that could ultimately prove incorrect in hindsight. These determinations involve inherent conflicts of interest, and there can be no assurance that any such conflicts will be resolved in a manner that is favorable to the Funds.

Blackstone Multi-Strategy Vehicles (such as the BXPE Funds) with investment objectives that overlap (to varying degrees) with only a portion of the investment strategy(ies) pursued by the Funds could also be allocated certain investment opportunities (in whole or in part) in lieu of the Funds on a case-by-case basis. See above with respect to certain considerations the PE Advisers are expected to take into account with respect to any allocation determinations, and "Co-Investment Opportunities" herein with respect to considerations regarding the allocation of co-investment opportunities. Blackstone Multi-Strategy Vehicles could also be allocated co-investment opportunities alongside the Funds (in a programmatic or formulaic manner, and/or on a case-by-case basis). Any such Blackstone Multi-Strategy Vehicles could grow significantly in size over time, and such vehicles could be allocated a substantial portion of any such investment opportunities (and in some cases, a majority thereof). Therefore, it is expected that, in connection with such Blackstone Multi-Strategy Vehicles that are formed and are actively investing, the Funds will receive a lower allocation (and potentially, in some cases, no allocation) of investment opportunities than otherwise would be the case.

Investment opportunities that the PE Advisers make a good faith determination are not expected to yield the Funds' targeted return profile or are otherwise inappropriate for a Fund given considerations described in Organizational Documents or as otherwise determined by the PE Advisers, will generally not be allocated to a Fund.

Blackstone has adopted guidelines at the firm level to address the allocation of investment opportunities among its business groups. Such guidelines are non-exclusive and subject to the provisions of the Organizational Documents, including the factors described above. Blackstone has set forth priorities and presumptions regarding what constitutes "debt" investments, "control-oriented equity" investments, "energy" investments, "preferred" investments, risk and return characteristics for defining "core" or "core+" investments and "infrastructure", presumptions regarding allocation for certain types of investments (e.g., distressed

investments) and other matters. The application of such guidelines may result in the Funds not participating, or not participating to the same extent, in investment opportunities in which they would have otherwise participated had the guidelines not existed.

The PE Advisers make good faith determinations for allocation decisions based on expectations that will, in certain circumstances, prove inaccurate and such determinations require it to make subjective judgment regarding application of the guidelines and arrangements described herein. Information unavailable to the PE Advisers, or circumstances not foreseen by the PE Advisers at the time of allocation, may cause an investment opportunity to yield a different return than expected. For example, an investment opportunity that the PE Advisers determine to be consistent with the return objectives of a lower return fund and/or a core fund rather than the Funds may not match the PE Advisers' expectations and underwriting and generate an actual return that would have been appropriate for the Funds. Conversely, an investment that the PE Advisers expect to be consistent with the Funds' return objectives will, in certain circumstances, fail to achieve or exceed them. Any such judgments and application involves inherent conflicts and risks that assumptions regarding investment opportunities may not ultimately prove correct. As such, there can be no assurance that the subjective judgments made by Blackstone will prove correct in hindsight. Furthermore, in certain circumstances where a Fund is participating alongside one or more Other Blackstone Clients in an investment opportunity, the applicable PE Adviser is expected to be required to make initial investment allocation decisions at the time of the signing of the related purchase agreement (or equivalent) and/or funding of the deposit in respect thereof. The PE Adviser could change the applicable investment allocations as between a Fund and such Other Blackstone Clients between such signing and/or funding of the deposit and the closing of such investment opportunity as it determines appropriate based on factors such PE Adviser deems relevant in its sole discretion. In such circumstances, the Fund's and such Other Blackstone Clients' respective obligations related to any deposit and transaction costs (including broken deal fees and expenses) would be expected to change accordingly, provided that any such adjustments, particularly in respect of funded deposits, are expected to occur at the time of the closing of the investment and interest or other additional amounts will not be due or payable in respect of any such adjustments. In addition, the PE Advisers could determine at any point prior to the closing of an investment opportunity that any such investment opportunity that was initially allocated to a Fund based on information available to the PE Advisers at the time the allocation decision is made should subsequently be reallocated in whole or in part to one or more Other Blackstone Clients (and vice versa) based on subsequent information received by the PE Advisers in respect of such investment opportunity. In such circumstance, the PE Advisers could determine to reallocate all or any portion of any such investment opportunity from a Fund to such Other Blackstone Client (or vice versa) (such fund from which an investment

opportunity is being reallocated, a “Reallocating Fund”), including in circumstances where such Reallocating Fund has entered into an exclusivity arrangement or other binding agreement with one or more third parties (any such reallocated investment opportunity, a “Reallocated Investment”). In such cases, if the non-Reallocating Fund agrees to pursue the investment, Blackstone will determine, in its sole discretion, whether and to what extent the non-Reallocating Fund will reimburse the Reallocating Fund for any deferred acquisition costs (including non-refundable or refundable deposits, breakage fees, due diligence costs and other fees and expenses) incurred by the Reallocating Fund relating to such Reallocated Investment, and any such reimbursement would be made without the consent of the L.P. Advisory Committee, the limited partners, or otherwise, as applicable.

The Funds will also invest alongside other Funds and Other Blackstone Clients (including other vehicles in which Blackstone or its personnel invest) in investments that are suitable for one or more of the Funds and such other Funds and Other Blackstone Clients. To the extent the Funds jointly hold securities with any other Fund or Other Blackstone Client that has a different expected duration or liquidity terms, conflicts of interest will arise between the Funds and such Other Blackstone Client with respect to the timing and manner of disposition of opportunities (particularly, in light of the perpetual nature of certain Blackstone Multi-Strategy Vehicles). For example, as described further below, Blackstone Multi-Strategy Vehicles that invest alongside the Funds will have terms that differ significantly from the Funds and therefore are expected to result in such conflicts of interest. In order to mitigate any such conflicts of interest, the Funds may recuse themselves from participating in any decisions relating or with respect to the investment by the Funds or the Other Blackstone Client. If the Other Blackstone Client maintains voting rights with respect to the securities it holds, or if the Funds do not recuse themselves, Blackstone may be required to take action where it will have conflicting loyalties between its duties to the Funds and such Other Blackstone Clients, which may adversely impact the Funds. (See also “—Other Blackstone Clients; Allocation of Investment Opportunities” herein.) Even if the Funds and such Other Blackstone Clients and/or co-investment or other vehicles invest in the same securities, conflicts of interest may still arise. For example, it is possible that as a result of legal, tax, regulatory, accounting or other considerations, the terms of such investment (including with respect to price and timing) for the Funds and/or such Other Blackstone Clients and vehicles may not be the same. Additionally, the Funds and/or such Other Blackstone Clients and/or vehicles will generally have different expiration dates and/or investment objectives (including return profiles) and Blackstone, as a result, may have conflicting goals with respect to the price and timing of disposition opportunities and such differences may also impact the allocation of investment opportunities (including follow-on investments related to earlier investments made by the Funds and Other Blackstone Clients). Such Other Blackstone Clients may also have certain

governance rights for legal, regulatory or other reasons that the Funds will not have. As such, the Funds and/or such Other Blackstone Clients may dispose of any such shared investment (or choose whether to invest in related investments (such as follow-on investments)) at different times and on different terms. In addition, investments alongside Other Blackstone Clients in public securities may also result in conflicts of interest that do not apply to other joint investments. Following an IPO or subsequent public offering of a Portfolio Entity in which the Funds and any Other Blackstone Client hold an investment or otherwise if at any time the Funds and an Other Blackstone Client both hold public securities in the same Portfolio Entity, the Funds and such Other Blackstone Client are generally permitted to exit such public securities at different times and on different terms through sales on the public markets. Blackstone may reach different conclusions for each such vehicle on the decision of whether, when and at what price to sell such securities based on the different expiration dates and/or investment objectives of the Funds and such Other Blackstone Clients or for other reasons, and this may result in Other Blackstone Clients exiting earlier or at a higher price than the Funds (or vice versa). See also “—Investments in Open Market Purchases; Publicly Traded Securities” herein. Alternatively, it is possible that the Funds and any Other Blackstone Clients will not dispose of investments together and the timing of such disposition may in part be driven by an Other Blackstone Client’s term or return profile that may be different from the Funds’, particularly in light of the perpetual nature of certain Other Blackstone Clients. It is also possible that the Funds and one or more Other Blackstone Clients will buy certain investments or assets at or about the same time that one or more Other Blackstone Clients are selling the same or related investments or assets. Such circumstances can be expected to arise from time to time for a number of reasons and may depend on various factors including the respective amounts of available capital, expiration dates, investment objectives and/or return profiles of the Funds and/or Other Blackstone Clients. The General Partners will not be required to provide notice or disclosure of the terms or occurrence of any such transactions to the Fund investors or to obtain any consent or approval from the Fund investors, any Independent Client Representative or the L.P. Advisory Committee, and there can be no assurance that conflicts of interest arising out of such transactions will necessarily be resolved in favor of the Funds. See also “—Co-Investment Opportunities” regarding allocation of co-investment opportunities among the Funds, Other Blackstone Clients and other Blackstone affiliates.

In addition, in certain circumstances certain other investment vehicles (including Other Blackstone Clients) will receive allocations of investments that are otherwise appropriate for the Funds, which will from time to time result in the Funds not participating (or participating to a lesser extent) in certain investment opportunities otherwise within their mandates. Under certain circumstances, Blackstone can be expected to determine not to pursue some or all of an investment opportunity within the Funds’ mandates, including without limitation, as a

result of business, reputational or other reasons applicable to the Funds, Other Blackstone Clients, their respective Portfolio Entities or Blackstone. In addition, the PE Advisers will, in certain circumstances, determine that the Funds should not pursue some or all of an investment opportunity, including, by way of example and without limitation, because (i) the Funds have insufficient capital to pursue the investment (as determined by the PE Adviser in its good faith discretion taking into account not only capital that is actually available but considerations such as portfolio composition, anticipated co-investment and other factors), (ii) the Funds have already invested sufficient capital in the investment, sector, industry, geographic region or markets in question, as determined by the PE Advisers in their sole discretion, or (iii) the investment opportunity is not appropriate for the Funds for other reasons as determined by the PE Advisers in their sole discretion. In any such case Blackstone could, thereafter, offer such opportunity to other parties, including Other Blackstone Clients or Portfolio Entities or Fund investors or Other Blackstone Clients, joint venture partners, related parties or third parties, and such parties may pursue the opportunity. Some examples of types of investments for which the General Partners will have discretion to allocate away from certain of the Funds include: (i) investments in companies with substantial real estate holdings, which may be allocated among the Funds and Other Blackstone Clients on a basis that the General Partners believe in good faith to be fair and reasonable; (ii) investments where the amount available for common or preferred equity investment by the Funds (and Other Blackstone Clients, if appropriate) would be less than a stated amount; (iii) transactions that would be precluded or materially limited by the investment limitations, or other requirements of the Organizational Documents or applicable law or regulation (including ERISA); (iv) investments by Blackstone in asset management or financial advisory businesses, banking or other similar financial institutions, but only in the case of strategic acquisitions by Blackstone (and not any Other Blackstone Client); (v) assets or businesses related to energy, natural resources and/or energy transition; (vi) in respect of the BCP Funds, investment opportunities more suitable for a lower risk, lower return fund, or, investment opportunities with respect to which the General Partners make a good faith determination that such opportunity is not expected to yield returns on investment within the range of returns expected to be provided by the investments in which the Funds was organized to invest, based on the terms thereof and the information available relating to such opportunity at the time of its evaluation by the General Partners, whether as a result of a longer expected hold period or otherwise (*i.e.*, “core” private equity or “core+” private equity investments); (vii) investment opportunities that are within the investment objectives of Blackstone’s infrastructure program, which consists of Blackstone Infrastructure Partners L.P. and one or more other open-ended commingled private investment funds and separate accounts, including infrastructure investments (*i.e.*, a longer-life, stable asset) that, at the time of the initial investment therein, has a longer expected hold period and lower expected annual rate of return, in each case

relative to those generally targeted by the Funds, as determined by the General Partners in good faith; (viii) debt investment opportunities, which may be allocated among the Funds and/or Blackstone Credit and Insurance Funds; (ix) minority investments, which may be allocated to or shared with BTO Funds; (x) growth equity investments (“Growth Equity Investments”), which will primarily provide capital to companies during the critical phase between venture capital investments and traditional buyouts, targeted by investment platforms for growth equity funds (the “Growth Equity Funds”); and (xi) investment opportunities arising in instances where an affiliate of Blackstone acts as the general partner or investment manager (or any similar capacity) for another investment vehicle which is not a Similar Fund and such other investment vehicle (*e.g.*, an investment fund the primary purpose of which is investing in assets or businesses related to the infrastructure sector and/or a vehicle established for a single investment (and not multiple investments like the Funds)) has investment objectives or guidelines in common with those of the Funds. In such instances, investment opportunities which are within such common objectives or guidelines will be allocated between the Funds and such other vehicle by the General Partners on a basis that the General Partners believe in good faith to be fair and reasonable (which, in certain instances, may result in the Funds not participating and/or not participating to the same extent in all or part of an investment opportunity). In that regard, the Organizational Documents permit Blackstone to establish new vehicles that would otherwise be a prohibited similar fund but for the fact that the vehicles will not target multiple investments and/or are publicly-offered (*e.g.*, a special purpose acquisition vehicle), and this is the case even though the initial target company may make additional add-on acquisitions. In making its good faith determination as to what is “fair and reasonable” under the circumstances, the General Partners and their affiliates shall be permitted to consider a number of factors including, without limitation, the specific nature of the investment, size and type of the investment, relative investment strategies and primary investment mandates, portfolio diversification concerns, contractual obligations, applicable investment limitations or guidelines and other terms of such funds, relative amounts of available capital for each investment fund, duration of the investment period of each fund, source of the investment opportunity, the investment focus of each fund, anticipated holding period and remaining investment periods, co-investment arrangements, the nature and extent of involvement of the respective teams of investment professionals dedicated to the Funds when compared to the Other Blackstone Clients, legal, tax, regulatory, accounting and other similar considerations, and other considerations deemed relevant in good faith.

In addition, as a general matter, it is expected that Blackstone’s Real Estate and Blackstone Credit and Insurance business will receive priority over most real estate opportunities and certain types of credit opportunities, respectively. The arrangements described herein may

result in investments that fit within the primary investment mandates of the Funds being wholly or partially allocated to one or more Other Blackstone Clients. Such Other Blackstone Clients will from time to time (i) make or receive priority allocations of certain investments that are appropriate for a Fund and (ii) participate in investments alongside a Fund, provided that any such allocation may be subsequently adjusted at Blackstone's discretion. Any such Other Blackstone Clients may be advised by a different Blackstone business group with a different investment committee, which could determine an investment opportunity to be more attractive than the PE Advisers believe to be the case. In any event, there can be no assurance that the PE Advisers' assessment will prove correct or that the performance of any investments actually pursued by the Funds will be comparable to any investment opportunities that are not pursued by the Funds. Blackstone, including its personnel, will, in certain circumstances, receive compensation from any such party that makes the investment, including an allocation of carried interest or referral fees or revenue share, and any such compensation could be greater than amounts paid by the Funds to the PE Advisers. In some cases, Blackstone earns greater fees when Other Blackstone Clients participate alongside or instead of the Funds in an investment.

Blackstone manages an infrastructure investment program, which consists of Blackstone Infrastructure Partners L.P. and other open-ended commingled private investment funds and separate accounts. There can be no assurances that any investments in infrastructure assets will not be wholly or partially allocated to the BIP Funds following consideration of the guidelines and factors described herein.

Blackstone manages a variety of energy, natural resources and energy transition-focused investment funds, vehicles and accounts outside of BEP III and BETP IV, including certain current, planned and future Blackstone Credit and Insurance Funds ("Credit Energy Funds") that focus primarily on making energy (including energy transition and climate resolution) and natural resources-related debt investments and certain funds, vehicles and accounts managed by Harvest Fund Advisors LLC (the "Harvest Funds") that invest in the securities of energy or natural resources-focused midstream master limited partnerships ("MLPs"). As a result, it can be expected that energy, natural resources and energy transition-related debt and/or equity investments and other investments that fit within the investment objectives of the Credit Energy Funds may be allocated in whole or in part to the Credit Energy Funds, and investments in energy or natural resources-focused MLPs and other investments that fit within the investment objectives of the Harvest Funds may be allocated in whole or in part to the Harvest Funds.

Furthermore, other types of investments that could be considered to fit within the common investment objectives of the Funds and Other Blackstone Clients may be allocated in whole or

in part to such Other Blackstone Clients. For example, it can be expected that investments in companies with substantial real estate holdings may be allocated to Blackstone's real estate funds. Additionally, it can be expected that minority investments may be allocated to the BTO Funds, and Growth Equity Investments may be allocated to the Growth Equity Funds. Accordingly, there can be no assurances that any investments that could be considered to fit within the investment objectives of the Funds will not, following consideration of the guidelines and factors described herein, be wholly or partially allocated to the BIP Funds, the Credit Energy Funds, the Harvest Funds or any other existing or future Other Blackstone Clients.

Other Blackstone Clients (including certain Blackstone Multi-Strategy Vehicles) will be regulated under the 1940 Act or foreign equivalent (each, a "Regulated Fund") and could be subject to exemptive orders from the SEC or equivalent from other foreign regulators (as amended or superseded from time to time, the "Exemptive Orders"). Such Exemptive Orders, if required, could include restrictions and limitations that are not currently foreseen and extend beyond those described below. As a result, it is generally expected that the Funds investing alongside the Regulated Funds will be subject to legal, tax, regulatory, accounting, contractual and other similar considerations, including without limitation those related to the 1940 Act (including any Exemptive Orders). Certain Regulated Funds have received, and others can be expected to receive, an Exemptive Order permitting the Regulated Funds to co-invest with certain other persons, including certain affiliates of Blackstone, and certain funds managed and controlled by the PE Advisers or Blackstone, including the Funds, Other Blackstone Clients, and their affiliates, subject to certain terms and conditions. In order to permit the Funds to co-invest alongside a Regulated Fund, it is possible the investment adviser of such Regulated Fund will be required to serve, subject to applicable law, as an investment adviser to the Funds (including as a co-adviser or sub-adviser). For so long as any privately negotiated investment opportunity falls within certain established investment criteria of one or more Regulated Funds, such investment opportunity shall also be offered to such Regulated Fund(s). In the event that the Funds co-invest alongside a Regulated Fund, the PE Advisers and the investment adviser to the Regulated Fund will determine a targeted amount of available capital for investment alongside the Funds, in accordance with the allocation considerations outlined above. In the event that the aggregate targeted investment sizes of the Funds, such Other Blackstone Clients and such Regulated Fund(s) that are allocated an investment opportunity exceed the amount of such investment opportunity, allocation of such investment opportunity to each of the Funds, such Other Blackstone Clients and any applicable Regulated Fund(s) will typically be reduced proportionately based on their respective "available capital" as defined in the applicable Exemptive Order, which could result in an allocation to the Funds in an amount less than what it would otherwise have been if such Regulated Fund(s) did not participate in

such investment opportunity. The Exemptive Order will also, in certain circumstances, restrict the ability of the Funds and/or Other Blackstone Clients to invest in any privately negotiated investment opportunity alongside a Regulated Fund except at the same time and on the same terms, as described in the respective Exemptive Order. As a result, the Funds will be unable to make investments in different parts of the capital structure of the same issuer in which a Regulated Fund has invested or seeks to invest, and Regulated Fund will be unable to make investments in different parts of the capital structure of the same issuer in which the Funds have invested or seek to invest. The foregoing restrictions could significantly limit the investment opportunities available to the Funds, particularly with respect to Regulated Funds that pursue the investment strategy(ies) pursued by the Funds within their investment programs and invest alongside the Funds programmatically. The rules promulgated by the SEC under the 1940 Act, as well as any related guidance from the SEC and/or the terms of any Exemptive Order itself, are subject to change, and the investment adviser of the Regulated Fund(s) could undertake to amend the Exemptive Order (subject to SEC approval), obtain additional exemptive relief, or otherwise be subject to other requirements in respect of investments involving the Funds, any Other Blackstone Client and any Regulated Funds, any of which could impact the amount of any allocation made available to Regulated Funds and thereby affect (and potentially decrease) the allocation made to the Funds.

Due to the potential requirements applicable to Regulated Funds under an Exemptive Order, in the event that a Regulated Fund participates in an investment alongside a Fund, the structuring options available for such investment are expected to be more limited than if a Regulated Fund were not participating in such investment, and such structuring could result in increased costs to the Fund that would not otherwise have resulted had a Regulated Fund not participated. The Fund could therefore incur materially higher expenses on an ongoing basis than would otherwise be the case, particularly with respect to Regulated Funds that include the Funds within their investment objective and invest alongside the Funds. In addition, the Funds are expected to structure investments in which a Regulated Fund participates differently than if a Regulated Fund were not participating, or make or refrain from making certain investments in consideration of the participation by a Regulated Fund, which can in each case give rise to conflicts of interest.

Furthermore, BXLS was initiated with Blackstone's acquisition in November 2018 of Clarus, which sponsors and manages funds, vehicles and accounts ("Legacy Clarus Funds"). The Legacy Clarus Funds which are still active have invested in the past opportunistically in the life sciences, health care and pharmaceutical industry in certain royalties and other structured investments in which funding requirements, success milestones and contractual return parameters were pre-negotiated prior to the initial investment ("Defined Exit Investments"). Blackstone has also established new investment funds under the BXLS platform, whose

investment objective is largely consistent with that of Legacy Clarus Funds. In addition, Blackstone has established an investment platform for the Growth Equity Funds focused on Growth Equity Investments, which will primarily provide capital to companies during the critical phase between venture capital investments and traditional buyouts. While the investment strategy of a Fund may not typically include Defined Exit Investments or Growth Equity Investments, it is possible that certain of those investment opportunities (or other investment opportunities within the investment objectives of BXLS or the Growth Equity Funds) may fit within, or overlap with, the investment objectives of such Fund and such investment opportunities may be allocated in whole or in part to such other funds and may result in such Fund participating less or not participating at all in such investment opportunities. None of the BXLS Funds or the Growth Equity Funds nor their respective successor funds will be considered “Similar Funds” for purposes of the Funds’ Organizational Documents.

With respect to each General Partner’s ability to allocate investment opportunities, including where such opportunities are within the common objectives and guidelines of the Funds and Other Blackstone Client (which allocations are to be made on a basis that each General Partner believes in good faith to be fair and reasonable), Blackstone has established general guidelines for determining how such allocations are to be made, which, among other things, set forth priorities and presumptions regarding what constitutes “debt” investments, ranges of rates of returns for defining “core” or “core+” investments and “infrastructure” investments, presumptions regarding allocation for certain types of investments (*e.g.*, distressed investments) and other matters.

- Allocation among BCP and BEP: BEP III was formed by Blackstone to invest in the energy and natural resources sectors. It is generally expected that BCP will participate in investments required to be presented to BCP and BEP III typically in an amount equal to 30% of the amount invested in such investment by BEP III and BCP (the “BEP III Co-Investment Percentage”), subject to: (i) legal, tax, regulatory, accounting and other similar considerations, (ii) any investment limitations of BEP III or the Funds, (iii) BEP III or BCP having available capital with respect thereto and (iv) a General Partner otherwise changing the BEP III Co-Investment Percentage for a particular investment or prospective investments generally if (w) it considers such change appropriate in its good faith judgment, (x) it obtains the approval of an L.P. Advisory Committee, (y) any necessary approval required under the partnership agreement of BEP III is obtained and (z) the investment is otherwise consistent with the terms of the Organizational Documents; *provided*, that if the amount invested by BEP III in such investment, including any expected “follow on” investments related thereto, would otherwise exceed 15% of BEP III’s capital commitments (or 10% if BEP III holds (or has held at any

time during its term) two or more investments for which such 15% threshold was reached), Blackstone may allocate such excess as it determines, including to the Funds, Other Blackstone Clients or other co-investors.

The successor fund to BEP III, BETP IV, has been formed by Blackstone to invest in the natural resources, energy and energy transition and climate solutions sectors. Upon the commencement of the investment period of BETP IV, the Funds, during their investment period, will only be entitled to participate in investments required to be presented to BETP IV (with the amount of such participation, if any, determined by Blackstone in its discretion), if the amount invested by BETP IV in such investment, including any expected follow-on investment related thereto, would otherwise exceed 10% of aggregate capital commitments of BETP IV (exclusive of any co-investment opportunity in respect thereof that may be offered to any limited partner of BETP IV), subject to (i) legal, tax, regulatory, accounting and other similar considerations, (ii) any investment limitations of BETP IV and (iii) BETP IV having available capital with respect thereto.

- Allocation among BCP and BCP Asia: BCP Asia II, Blackstone's private equity investment fund focused on investments in the Asia Pacific region, will participate in investments in the Asia Pacific region alongside BCP VIII typically in an amount equal to 60% of the aggregate amount to be invested therein by BCP VIII and BCP Asia. Upon the commencement of the investment period of BCP IX, BCP Asia II will participate in investments in the Asia Pacific region alongside BCP IX, in an amount designated in writing by the BCP Asia II General Partner to the BCP Asia II limited partners on or prior to the date of the first such investment, and which amount shall be no less than 80% of the aggregate amount to be invested therein by BCP IX and BCP Asia II. The BCP Asia II Co-Investment Percentages are subject to (i) legal, tax, regulatory, accounting and other similar considerations, (ii) any investment limitations of BCP VIII, BCP IX or BCP Asia II (iii) BCP VIII, BCP IX or BCP Asia II having available capital with respect thereto, or (iv) a General Partner otherwise changing the BCP Asia II Co-Investment Percentage for a particular investment or prospective investments generally if (w) it considers such change appropriate in its good faith judgment, (x) it obtains the approval of an L.P. Advisory Committee, (y) any necessary approval required under the partnership agreement of BCP Asia II is obtained and (z) the investment is otherwise consistent with the terms of the Organizational Documents. In addition, if an investment (for the avoidance of doubt, taking into account any anticipated "follow-on" investments) would otherwise exceed 7% of the aggregate capital commitments to BCP Asia II, Blackstone may allocate such excess as it determines, including to the Fund, Other Blackstone Clients, one or more co-investment vehicles or other co-investors or third

parties. Subsequent successor BCP Asia funds, to the extent established, are also expected to participate in investments in the Asia Pacific region alongside BCP in such amount as will be determined at the time such successor BCP Asia funds are formed and as will be set forth in their governing documents. Moreover, to the extent BEP and BCP Asia make energy, natural resources and/or energy transition investments located in the Asia Pacific region, BCP is not anticipated to participate in such investments.

- Allocation among BCEP Funds: A General Partner of the BCEP Funds reserves the right to organize, sponsor, raise and/or manage parallel vehicles, either directly or through an affiliate, for the benefit of certain investors, which may (a) employ investment strategies that are the same as or that overlap with those of the relevant BCEP Fund or the same or similar investment objectives as the relevant BCEP Fund and (b) have terms that differ from those of the relevant BCEP Fund. Parallel accounts may have terms that are more beneficial than those of the relevant BCEP Fund.

For any investments that fall within the investment objectives of any of the BCEP Funds, the applicable BCEP Funds will generally invest and divest in each such investment at substantially the same time and on substantially the same terms pro rata based on the maximum aggregate capital commitments that each of the BCEP Funds may contribute to any single investment, unless the applicable General Partner determines in good faith that a different allocation or terms are reasonably necessary or appropriate due to legal, regulatory, tax, accounting or other considerations (which may include investment objective, investment limitations, investor preferences, available capital and/or other reasons).

While a General Partner of the BCEP Funds will seek to allocate investments among the BCEP Funds, it is acknowledged and agreed that certain parallel vehicles of certain BCEP Funds may not necessarily participate in each investment made by the BCEP Funds as a result of the terms of the governing agreement of a relevant parallel vehicle, legal, tax, regulatory or other considerations, which will from time to time result in an increase in the BCEP Funds' allocable share of such investment.

In addition to different investor preferences, investors in the BCEP Funds should also note that the terms of the existing and future parallel vehicles (including the economic terms, investment limitations and veto rights with respect to investments, liquidity rights (including, but not limited to the ability to request or object to dispositions of investments, which may adversely affect investments in which the BCEP Funds or other investors have an interest, and contribution obligations of other investors with respect to such investments), investment period and suspension rights related thereto, diversification parameters, co-investment and any board or governance rights afforded

to investors of parallel vehicles) may materially differ, and may in some instances be more favorable to the investors of parallel vehicles than the terms of the applicable BCEP Fund. Such different terms will from time to time create potential conflicts of interests for the applicable General Partner or its affiliates, including with respect to the allocation of investment opportunities. The terms of the partnership agreements of parallel accounts will not be electable by investors in BCEP Funds under any “most-favored-nations” clauses in such investors’ side letters.

The Organizational Documents specify that Blackstone (which includes participation by Blackstone affiliates, professionals, employees and related parties, and entities and other key advisors and relationships of Blackstone, including in certain circumstances, Other Blackstone Clients) will be permitted to, and is expected to, make investments alongside the Funds up to a maximum specified percentage of the total investment amount through Blackstone’s side-by-side co-investment rights. In addition, subject to the terms of the Organizational Documents, each General Partner will, in certain circumstances, permit certain Blackstone personnel and other professionals responsible for portfolio operations and other similar operational initiatives with respect to one or more Portfolio Entities of the Funds to participate in these side-by-side rights on an investment by investment basis. Each General Partner intends to limit participation by any such professionals to investments involving Portfolio Entities of the Funds with respect to which each General Partner expects in good faith that such professionals will be materially involved following the consummation of such investment. Such side-by-side co-investments generally result in the Funds being allocated a smaller share of an investment than would otherwise be the case in the absence of such side-by-side co-investment rights. Blackstone generally receives no fees in relation to side-by-side co-investments, but will often receive additional income in fees and performance compensation from Other Blackstone Clients, including BXPE Funds, in connection with such investments. Additionally, Other Blackstone Clients and former Blackstone employees and professionals (and their relatives and related endowment funds) will be permitted (or have the preferred right), and are expected, to participate in Blackstone’s side-by-side co-investment rights (and may be allocated a substantial portion of Blackstone’s side-by-side co-investment rights (and in some cases, a majority)). In particular, the BTAS Funds and BXPE Funds, which invest in, or alongside, multiple Blackstone funds, will participate in investments alongside the Funds pursuant to Blackstone’s side-by-side co-investment rights. Blackstone Multi-Strategy Vehicles are also permitted to participate in Blackstone’s side-by-side co-investment rights. In both such cases (as well as other instances in which Other Blackstone Clients participate in Blackstone’s side-by-side co-investment rights), Blackstone would be eligible to receive fees and, to the extent applicable to such vehicles, carried interest from the investors in such vehicles (as determined in Blackstone’s sole discretion). Additionally, the BTAS Funds and BXPE

Funds will participate in investments alongside the Funds or funds outside of Blackstone's side-by-side program. The amount of carried interest charged and/or management fees paid by the Funds may be less than or exceed the amount of carried interest charged and/or Management Fees paid by Other Blackstone Clients. Such variation may create an incentive for Blackstone to allocate a greater percentage of an investment opportunity to the Funds or such Other Blackstone Clients, as the case may be.

Blackstone Insurance is the business segment of the credit and insurance asset management business unit of Blackstone ("BXCI") that provides investment advisory services to insurers, including insurance companies that are owned, directly or indirectly, by Blackstone or Other Blackstone Clients, in whole or in part, among others, such as (i) Everlake Life Insurance Company and certain of its affiliates ("Everlake"), (ii) certain subsidiaries of Corebridge Financial, Inc. ("Corebridge") and (iii) certain subsidiaries of Resolution Life Group Holdings Ltd. ("Resolution Life"). Certain of the insurers for which Blackstone Insurance provides services have been, are, or may be in the future, owned, directly or indirectly, by Blackstone or Other Blackstone Clients, in whole or in part. As of the date hereof, (i) an Other Blackstone Client fully owns the parent company of Everlake, with Blackstone owning a 9.9% indirect equity interest in the parent company of Everlake through the Other Blackstone Client, (ii) Blackstone owns a 9.9% equity interest in the parent company of Corebridge and (iii) an Other Blackstone Client fully owns the parent company of Resolution Life, with Blackstone owning a 5.4% indirect equity interest in the parent company of Resolution Life through the Other Blackstone Client. The foregoing and other Blackstone insurance company investment management arrangements will involve investments by such insurance company clients across a variety of asset classes (including investments that may otherwise be appropriate for the Funds). As a result, in addition to the compensation Blackstone receives for providing investment management services to insurance companies in which Blackstone or an Other Blackstone Client owns an interest, in certain instances Blackstone receives additional compensation in its capacity as an indirect owner of such insurance companies and/or Other Blackstone Clients. In the future Blackstone will likely enter into similar arrangements with other Portfolio Entities of the Funds, Other Blackstone Clients or other insurance companies. Such arrangements may reduce the allocations of investments to the Funds, and Blackstone may be incentivized to allocate investments away from the Funds to such insurance company client under such investment management arrangements or other vehicles/accounts to the extent the economic arrangements related thereto are more favorable to Blackstone relative to the terms of the Funds.

Holding Entities and Tracking Interests. The PE Advisers may determine that for legal, tax, regulatory, accounting, administrative or other reasons the Funds should hold an investment (or a portion of a portfolio or pool of assets) through a single holding entity through which one

or more Other Blackstone Clients (including a similar fund) hold different investments (or a different portion of such portfolio or pool of assets, including where such portfolio or pool has been divided and allocated among the Funds and such Other Blackstone Clients as described in “Allocation of Portfolios”) in respect of which the Funds do not have the same economic rights, obligations or liabilities. In such circumstances, it is expected that the economic rights, liabilities and obligations in respect of the investment (or portion of a portfolio or pool) that is indirectly held by the Funds would be specifically attributed to the Funds through tracking interests in such holding entity or back-to-back or other similar contribution or reimbursement agreements or other similar arrangements entered into with such Other Blackstone Clients, and that the Funds would be deemed for purposes of the Organizational Document to hold its investment (or portion of a portfolio or pool) separately from, and not jointly with, such Other Blackstone Clients (and vice versa in respect of the investments (or portion of a portfolio or pool) held indirectly through such holding entity by such Other Blackstone Clients). The use of such investment structures in connection with a Fund’s investment activities could have an adverse impact on the Fund. For example, liabilities could arise in relation to a specific investment held indirectly through such holding entity by an Other Blackstone Client, but not the Fund, and a counterparty could seek recourse against the holding entity from a different investment that is held indirectly through such holding entity by the Fund, but not the Other Blackstone Client. A Fund’s investment made through such a holding entity will therefore be subject to risks by virtue of other investments owned by the holding entity in which the Fund does not have a tracking interest, and such risks would not be present if separate holding entities were used for the separate investments made by the Fund and the Other Blackstone Client.

Furthermore, certain holding structures may require a newly-established manager, advisor, service provider or other entity intended to address certain legal, tax, regulatory, accounting, administrative or other considerations applicable to the Funds and/or Other Blackstone Clients. For example, due to rules, regulations and/or requirements in a particular jurisdiction (e.g., licensing requirements), it may be the case that in order to comply with the foregoing, one Blackstone entity serves a particular role for another Blackstone entity (e.g., as an administrator or other role requiring a license) that it otherwise would not but for the rules, regulations and/or requirements in such jurisdiction. It is possible that a Fund will be responsible for the costs and expenses of establishing such holding structure (including any such newly-established entities) prior to, and/or in anticipation of, other Funds or Other Blackstone Clients participating through such structure for their investments and it is expected that such other Funds or Other Blackstone Clients would reimburse the Funds for any such costs and expenses on a pro rata basis.

Allocation of Portfolios. Blackstone will, in certain circumstances, have an opportunity to acquire a portfolio or pool of assets, securities and instruments that it determines should be divided and allocated among the Funds and Other Blackstone Clients. Such allocations generally would be based on Blackstone's determination of, among other things, the expected returns and risk profile of each of the assets and in any such case the combined purchase price paid to a seller would be allocated among the multiple assets, securities or instruments based on a determination by the seller, by a third-party valuation firm and/or by the PE Advisers and their affiliates. For example, some of the assets in a pool may have a higher return profile, while others may have a lower return profile not appropriate for the Funds. Also, a pool may contain both debt and equity instruments that Blackstone determines should be allocated to different funds. In all of these situations, the combined purchase price paid to a seller or received from a buyer would be allocated among the multiple assets, securities and instruments in the pool and therefore among the Funds and Other Blackstone Clients acquiring or selling any of the assets, securities and instruments, in accordance with the allocation of value in respect of the transaction (e.g., accounting, tax or different manner), although Blackstone could, in certain circumstances, allocate value to a Fund and such Other Blackstone Client on a different basis than the contractual purchase price. Similarly, there will likely be circumstances in which the Funds and Other Blackstone Clients will sell assets in a single or related transactions to a buyer. In some cases a counterparty will require an allocation of value in the purchase or sale contract, though Blackstone could determine such allocation of value is not appropriate and should not be relied upon. Blackstone will generally rely upon internal analysis to determine the ultimate allocation of value, though it could also obtain third-party valuation reports. Regardless of the methodology for allocating value, Blackstone will have conflicting duties to the Funds and Other Blackstone Clients when they buy or sell assets together in a portfolio, including as a result of different financial incentives Blackstone has with respect to different vehicles, most clearly when the fees and compensation, including performance-based compensation, earned from the different vehicles differ. There can be no assurance that an investment of the Funds will not be valued or allocated a purchase price that is higher or lower than it might otherwise have been allocated if such investment were acquired or sold independently rather than as a component of a portfolio shared with Other Blackstone Clients. In certain cases, a Fund could purchase an investment or an entire portfolio or pool from a third party seller and promptly thereafter sell the portion of the investment or portfolio or pool allocated to another Fund or Other Blackstone Client to that other Fund or Other Blackstone Client pursuant to an agreement entered into between the Fund and such other Fund or Other Blackstone Client prior to closing of the transaction (or vice versa), and any such sell down of assets will not be subject to the approval of the L.P. Advisory Committee, any limited partner, or otherwise, as applicable.

Investments in Which Other Blackstone Clients Have a Different Principal Investment Generally. A Fund can be expected to hold an interest in a Portfolio Entity that is different (including with respect to relative seniority) than the interests held by Other Blackstone Clients (and in certain circumstances the PE Advisers may be unaware, as a result of information walls, of an Other Blackstone Client's participation, the size of the Other Blackstone Client's investment or otherwise). Generally, there are no limitations in the Organizational Documents with respect to such investments (including with respect to terms, price, quantity, frequency, percentage interest therein or otherwise). In these situations, conflicts of interest will arise. In order to mitigate any such conflicts of interest, such Fund may recuse itself from participating in any decisions relating or with respect to such investment by such Fund or the applicable investments by such Other Blackstone Clients, or by establishing groups separated by information barriers (which can be expected to be temporary and limited purpose in nature) within Blackstone to act on behalf of each of the clients. Despite these, and any of the actions described below that Blackstone may take to mitigate the conflict, Blackstone will, in certain circumstances, be required to take action when it will have conflicting loyalties between its duties to such Fund and such Other Blackstone Clients, which will, in certain circumstances adversely impact such Fund. In that regard, actions may be taken for Other Blackstone Clients that are adverse to such Fund (and *vice versa*). If such Fund recuses itself from decision-making, it will generally rely upon a third party to make the decisions, and the third party could have conflicts or otherwise make decisions that Blackstone would not have made. These transactions involve conflicts of interest, as Blackstone will receive fees and other benefits, directly or indirectly, from, or otherwise have interests in, both parties to the transaction, including different financial incentives Blackstone may have with respect to the parties to the transaction. Except to the extent expressly subject to the Management Fee offset provisions of the Funds' Organizational Documents, the limited partners will in no way receive any benefit from fees paid to the PE Advisers or their affiliates from a Portfolio Entity in which any Other Blackstone Client also has an interest (including, for greater certainty, any fees the PE Advisers or their affiliates received as a result of the provision of services by such affiliates). In addition, under certain circumstances, such Fund may be prohibited (or refrain) from decision-making or exercising other rights it would otherwise have with respect to a Portfolio Entity as a result of such Fund's affiliation with Other Blackstone Clients that own different interests in such Portfolio Entity. While the PE Adviser will seek, where applicable, to have a third party exercise rights on behalf of such Fund for purposes of exercising voting rights and/or managing any conflicts of interest related to such investments (which may include third-party co-investors or independent representatives), in certain instances such investments may be made without any such third-party participation (for example, because such Fund owns or acquires the entirety of the relevant instrument or tranche), and in such circumstances the absence of any such third party could adversely affect such Fund or its

interest in the Portfolio Entity (or the applicable Other Blackstone Client(s)) or its ability to effectively mitigate such conflicts of interest. Except to the extent expressly subject to the Management Fee offset provisions of the Organizational Documents, the Fund investors will in no way receive any benefit from fees paid to any PE Advisers or their affiliates from a Portfolio Entity in which any Other Blackstone Client also has an interest (including, for greater certainty, any fees Blackstone received as a result of the provision of services by such affiliates).

With respect to debt securities acquired or sold in a secondary transaction or syndication between Other Blackstone Clients, the PE Advisers or Blackstone and a third party in particular (following the issuance or origination of any financing or refinancing), the PE Advisers and/or such Other Blackstone Clients could determine that no mitigation of any potential conflicts of interest with respect to such acquisition or sale is required. Further, the Funds and such Other Blackstone Client, Blackstone, or the PE Advisers are generally permitted to exit their holdings in such Portfolio Entity at different times, on different terms or otherwise on a non-pro rata basis, including for example, the Funds acquiring debt securities held by such Other Blackstone Client, Blackstone, or the PE Advisers in such Portfolio Entity (which could be at par or at a discount) as a part of a control acquisition or debt buyback or otherwise. Blackstone or the PE Advisers can be expected to reach different conclusions for each such vehicle on the determination of whether, when and at what price to sell such securities based on the different termination dates, investment limitations and/or investment objectives of the Funds and such Other Blackstone Clients (including in light of the perpetual nature of certain Other Blackstone Clients), the PE Advisers, or Blackstone or for other reasons, and this could result in Other Blackstone Clients, the PE Advisers or Blackstone exiting its interests in a Portfolio Entity earlier or at a higher price than the Funds (or vice versa). Such investments and transactions will give rise to potential or actual conflicts of interest. There can be no assurance that any conflict will be resolved in favor of the Funds.

Simultaneous Transactions. There may be instances where Blackstone negotiates transactions with counterparties that involve the Funds, an Other Blackstone Client and/or Blackstone in different capacities. For example, the Funds may sell or purchase an interest in a Portfolio Entity to a counterparty (such as another sponsor's fund), while the same counterparty acquires or sells an interest in a Portfolio Entity of an Other Blackstone Client or Blackstone. While these transactions may be separate or non-contingent, due to the simultaneous or closely related timing of these transactions, there may be actual or perceived conflicts of interest in connection with such transactions due to Blackstone's duties to the Funds on one hand, and such Other Blackstone Client or Blackstone participating in the related transaction on the other, for example with respect to ensuring each transaction is separately in the best interest of the applicable Other Blackstone Client and the Funds and that the valuations are

fair and reasonable to each respective fund, among other things. To the extent Blackstone believes that such transactions rise to the level of a conflict where mitigation would be appropriate, Blackstone may, for example, negotiate each such transaction independently and ensure there is not a cross-conditioned closing of the two transactions to ensure that the terms of each such transaction stand on their own, but is not required to do so or to engage in any other conflict mitigation techniques with respect to such transactions.

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

Debt financing to the Funds and their Portfolio Entities is expected to be provided, from time to time, by Fund investors and/or their affiliates, other Funds, Other Blackstone Clients (such as the BREDS Funds, BXMT Funds and Blackstone Credit and Insurance Funds) and investors therein, their Portfolio Entities and other parties with material relationships with Blackstone, such as shareholders of and lenders to Blackstone and lenders to Other Blackstone Clients and their Portfolio Entities, as well as by Blackstone itself in accordance with the terms of the Organizational Documents. Blackstone could have incentives to cause the Funds and their Portfolio Entities to accept less favorable financing terms from a Fund investor, Other Blackstone Clients, their Portfolio Entities, Blackstone itself, investors therein and other parties with material relationships with Blackstone than it would from a third party. The same concerns apply when any of these other parties invest in a more senior position in the capital structure of a Portfolio Entity than the Funds, even if the form of the transaction is not a financing. Although less common, the Funds or a Portfolio Entity could also occupy a different position in the capital structure than an investor in a Fund, Other Blackstone Client, their Portfolio Entities and other parties with material relationships with Blackstone, in which case Blackstone could have an incentive to cause the Funds or Portfolio Entity to offer more favorable terms to such parties. In the case of a related party financing between the Funds or their Portfolio Entities, on the one hand, and Blackstone, Other Blackstone Clients or their

Portfolio Entities, on the other hand, the PE Advisers could, but is not obligated to, rely on a third-party agent to confirm the terms offered by the counterparty are consistent with market terms, or the PE Advisers could instead rely on its own internal analysis, which the PE Advisers believe is often superior to third-party analysis given Blackstone's scale in the market. If however any of Blackstone, a Fund, an Other Blackstone Client or any of their Portfolio Entities delegates to a third party, such as another member of a financing syndicate or a joint venture partner, the negotiation of the terms of the financing, the transaction will be assumed to be conducted on an arms-length basis, even though the participation of the Blackstone-related vehicle impacts the market terms and Blackstone may have influence on such third parties. For example, in the case of a loan extended to the Funds or a Portfolio Entity by a financing syndicate in which an Other Blackstone Client has agreed to participate on terms negotiated by a third-party participant in the syndicate, it may have been necessary to offer better terms to the financing provider to fully subscribe the syndicate if such Other Blackstone Client had not participated; it is also possible that the frequent participation of Other Blackstone Clients in such syndicates could dampen interest among other potential financing providers, thereby lowering demand to participate in the syndicate and increasing the financing costs to the Funds. Blackstone does not believe either of these effects is significant, but no assurance can be given to Fund investors that these effects will not be significant in any circumstance. The General Partners will not be required to obtain any consent or seek any approvals from the applicable Fund investors, Independent Client Representative (if any) or any L.P. Advisory Committee in the case of any of these conflicts.

Blackstone could cause actions adverse to the Funds to be taken for the benefit of Other Blackstone Clients that have made an investment more senior in the capital structure of a Portfolio Entity than the Funds (*e.g.*, provide financing to a Portfolio Entity, the equity of which is owned by a Fund) and, *vice versa*, actions will, in certain circumstances, be taken for the benefit of the Funds and their Portfolio Entities that are adverse to Other Blackstone Clients. Blackstone could seek to implement procedures to mitigate conflicts of interest in these situations such as (i) a forbearance of rights, including some or all non-economic rights, by the Funds or relevant Other Blackstone Client (or their respective Portfolio Entities, as the case may be) by, for example, causing such Other Blackstone Client to decline to exercise certain control- and/or foreclosure-related rights with respect to a Portfolio Entity by agreeing to follow the vote of a third party in the same tranche of the capital structure, or otherwise deciding to recuse itself with respect to both normal course ongoing matters (such as consent rights with respect to loan modifications in intercreditor agreements) and also decisions on defaults, foreclosures, workouts, restructurings and other similar matters, (ii) causing the Funds or relevant Other Blackstone Client (or their respective Portfolio Entities, as the case may be) to hold only a non-controlling interest in any such Portfolio Entity, (iii) retaining a

third-party loan servicer, administrative agent or other agent to make decisions on behalf of the Funds or relevant Other Blackstone Client (or their respective Portfolio Entities, as the case may be), or (iv) create groups of personnel within Blackstone separated by information barriers (which can be expected to be temporary and limited purpose in nature), each of which would advise one of the clients that has a conflicting position with other clients. As an example, to the extent an Other Blackstone Client holds an interest in a loan or security that is different (including with respect to relative seniority) than those held by the Funds or their Portfolio Entities, Blackstone may decline to exercise, or delegate to a third party, certain control, foreclosure and other similar governance rights of the Other Blackstone Client. In these cases, Blackstone would generally act on behalf of one of its clients, though the other client would generally retain certain control rights, such as the right to consent to certain actions taken by the trustee or administrative or other agent of the investment, including a release, waiver, forgiveness or reduction of any claim for principal or interest; extension of maturity date or due date of any payment of any principal or interest; release or substitution of any material collateral; release, waiver, termination or modification of any material provision of any guaranty or indemnity; subordination of any lien; and release, waiver or permission with respect to any covenants. The efficacy of following the vote of third-party creditors will be limited in circumstances where the Funds acquire all or substantially all of a relevant instrument, tranche or class of securities.

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

In certain circumstances, a Fund may be required to commit funds necessary for an investment prior to the time that all anticipated debt (senior and/or mezzanine) financing has been secured. In such circumstance, an Other Blackstone Client and/or Blackstone itself (using, in whole or in part, its own balance sheet capital), may provide bridge or other short-term financing and/or commitments, which at the time of establishment are intended to be replaced and/or syndicated with longer-term financing. Such bridge financing and/or commitment would not be considered “co-investment” under the Organizational Documents and would be sold down ahead of equity invested by such Fund. Similarly, the Funds and/or Other Blackstone Clients may seek to initially acquire Investments (including all or part of the

relevant tranche of securities) for the purpose of syndicating a portion thereof to one or more Other Blackstone Clients, co-investors or third parties. The terms of any such acquisition and syndication will be determined by the PE Advisers in their sole discretion and may involve a client initially acquiring all or substantially all of an instrument or relevant tranche or class of securities with a view towards syndication. In any such circumstance, third parties may not be available for purposes of mitigating any potential conflicts of interest (as described above) and the Other Blackstone Client and/or Blackstone itself may receive compensation for providing such financing and/or commitment (including ticking or commitment fees), which fees will not be shared with and/or otherwise result in an offset of Management Fees payable by any limited partner. The conflicts applicable to Other Blackstone Clients who invest in different securities of Portfolio Entities will apply equally to Blackstone itself in such situations. (See also “—Securities and Lending Activities” and “—Syndication; Warehousing” herein.) In addition, conflicts can also be expected to arise in determining the amount of an investment, if any, to be allocated among potential investors and the respective terms thereof.

In addition, the Organizational Documents of certain Funds allow the General Partners or their affiliates to lend funds to the Funds, subject to the limitations therein. If a General Partner or any of its affiliates lends funds to any such Fund, (x) the terms of such lending typically (i) will be disclosed to an L.P. Advisory Committee (not including any advances for Fund expenses) and (ii) must be as favorable to the Fund as terms that could have been obtained at the time of such lending from a person that was not a General Partner or its affiliate and (y) a General Partner or the applicable affiliate must make such loan only if such General Partner reasonably believes at the time of the making of such loan that it is being made on a short-term basis. Although these conditions will apply, potential or actual conflicts may arise in connection with any such lending including, without limitation, in determining comparable terms.

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

Although Other Blackstone Clients, such as the Blackstone Credit and Insurance Funds, can be expected to provide financing to the Funds and/or their Portfolio Entities, there can be no assurance that any Other Blackstone Client will indeed provide any such financing with respect to any particular investment of the Funds. Participation by Other Blackstone Clients such as the Blackstone Credit and Insurance Funds in some but not all financings of the Funds and their Portfolio Entities may adversely impact the ability of the Funds and their Portfolio Entities to

obtain financing from third parties when Other Blackstone Clients do not participate, as it may serve as a negative signal to market participants.

Any financing provided by a Fund investor or an affiliate to the Funds or a Portfolio Entity is not a capital contribution to such Fund and does not reduce the unused capital commitment of such Fund investor. To the extent any Fund investor (or any investor in any Other Blackstone Client) or any of its affiliates provides debt financing to the Funds or their Portfolio Entities, it will not be considered “co-investment” and any applicable covenants regarding co-investments in the Organizational Documents do not apply.

Conflicting Fiduciary Duties to Debt Funds. Other Blackstone Clients include funds and accounts that make investments in senior secured loans, distressed debt, subordinated debt, high-yield securities, CMBS and other debt instruments, including any of the investment funds or vehicles sponsored or managed by Blackstone Credit, an affiliate of Blackstone. As discussed above, it is expected that these Other Blackstone Clients or investors therein will be offered the opportunity to provide financing to the Funds with respect to investments made by the Funds and their Portfolio Entities. Blackstone owes a fiduciary duty to these Other Blackstone Clients and investors therein as well as to the Funds and will encounter conflicts in the exercise of these duties. For example, if an Other Blackstone Client purchases high-yield securities or other debt instruments of a Portfolio Entity of the Funds, or otherwise occupies a senior (or other different) position in the capital structure of an investment relative to the Funds, Blackstone will encounter conflicts in providing advice to the Funds and to these Other Blackstone Clients with regard to appropriate terms of such high-yield securities or other instruments, the enforcement of covenants, the terms of recapitalizations and the resolution of workouts or bankruptcies, among other matters. For example, in a bankruptcy proceeding, in circumstances where a Fund holds an equity investment in a Portfolio Entity, the holders of such Portfolio Entity’s debt instruments (which may include one or more Other Blackstone Clients) may take actions for their benefit (particularly in circumstances where such Portfolio Entity faces financial difficulties or distress) that subordinate or adversely impact the value of such Fund’s investment in such Portfolio Entity. In addition, the Funds could hold an investment that is senior in the capital structure, such as a debt instrument, to an Other Blackstone Client. Although measures described above in “Related Financing Counterparties” could mitigate these conflicts, they cannot completely eliminate them. These conflicts related to fiduciary duties to such Other Blackstone Clients will not necessarily be resolved in favor of the Funds, and limited partners will not necessarily be entitled to receive notice or disclosure of each instance these conflicts arise.

Similarly, certain Other Blackstone Clients, including, but not limited to, the Blackstone Credit and Insurance Funds, the BAAM Funds, the BREDS Funds and the BXMT Funds can be expected

to invest in securities of publicly traded companies that are actual or potential investments of the Funds or their Portfolio Entities. The trading activities of Other Blackstone Clients may differ from or be inconsistent with activities that are undertaken for the account of the Funds or their Portfolio Entities in any such securities. In addition, the Funds may not pursue an investment in a Portfolio Entity otherwise within the investment mandates of the Funds as a result of such trading activities by Other Blackstone Clients.

Joint Investments. The Funds will enter into joint investments with Other Blackstone Clients and may do so where such funds have certain governance rights for legal, regulatory or other reasons. Any such Other Blackstone Client may sell any such investment to any person at any time and the Funds may or may not participate with such Other Blackstone Client in such sale.

Related Financing of Counterparties to Acquire Investments or Assets from, or Sell Investments or Assets to, the Funds and their Portfolio Entities. In certain transactions, Other Blackstone Clients will commit to and/or provide financing to third parties that bid for and/or purchase investments or assets from the Funds and their Portfolio Entities. Generally, there are no limitations in the Organizational Documents or otherwise with respect to such arrangements (including with respect to terms, price, quantity, frequency, percentage interest therein or otherwise). In addition, the Funds and their Portfolio Entities will from time to time purchase assets or Portfolio Entities from third parties that obtain, or currently have outstanding, debt financing from Other Blackstone Clients. (See “—Related Financing Counterparties” herein.) Although Blackstone believes that the participation by Other Blackstone Clients in such debt financings could be beneficial to the Funds by supporting third parties in their efforts to bid on the sale of investments or assets by, and to sell investments or assets to, the Funds and their Portfolio Entities, Blackstone will have an incentive to cause the Funds or relevant Portfolio Entity to select to sell an investment or asset to, or purchase an investment or asset from, a third party that obtains debt financing from an Other Blackstone Client to the potential detriment of the Funds. For example, although the price is often the deciding factor in selecting from whom to acquire, or to whom to sell, an investment or asset, other factors at times influence the buyer or the seller, as the case may be. The PE Advisers could thereafter cause the Funds or a Portfolio Entity to sell an investment or asset of the Funds to, or buy an investment or asset from, a third party that has received financing from an Other Blackstone Client, even when such third party has not offered the most attractive price for the investment or asset. Fund investors rely on the PE Advisers to select in their sole discretion the best overall buyer in sales of, and the best overall seller in the acquisition of, the Funds’ investments or assets despite any conflict related to the parties financing the buyer or the seller, as applicable.

Co-Investment Opportunities. The Funds will allocate co-investment opportunities to Fund investors, the Other Blackstone Clients and their investors, Blackstone affiliates and other parties with whom Blackstone has a material relationship. The offering and allocation of co-investment opportunities is entirely and solely in the discretion of the PE Advisers, and it is expected that many investors who will, in certain circumstances, have expressed an interest in co-investment opportunities (including the Fund investors) will not be allocated any co-investment opportunities (notwithstanding any agreement by Blackstone to consider a Fund investor for co-investment opportunities) or will receive a smaller amount of co-investment opportunities than the amount requested or expected. For example, if Standing Co-Invest Vehicles are established, Blackstone intends to prioritize any Standing Co-Invest Vehicles in the allocation of co-investment opportunities. (See also “—Other Blackstone Clients; Allocation of Investment Opportunities” herein.) Furthermore, co-investment offered by Blackstone will be on such terms and conditions (including with respect to Management Fees, performance-based compensation and related arrangements and/or other fees applicable to co-investors) as Blackstone determines to be appropriate in its sole discretion on a case-by-case basis, which can be expected to differ amongst co-investors with respect to the same co-investment. In addition, the performance of Other Blackstone Clients co-investing with a Fund is not considered for purposes of calculating the carried interest payable by such Fund to its General Partner. Furthermore, the Funds and co-investors will often have different investment objectives and limitations, such as return objectives, leverage limitations and maximum hold period. Blackstone, as a result of the foregoing, will have conflicting incentives in making decisions with respect to such opportunities. Even if the Funds and any such parties invest in the same securities on similar terms, conflicts of interest will still arise as a result of differing investment profiles of the investors, among other items.

The PE Advisers and their affiliates are permitted to make capital commitments and/or contributions to co-investment opportunities and co-investment vehicles investing alongside the Funds, including, without limitation, to the extent the PE Advisers determine that such a commitment or contribution is necessary and/or advisable in light of legal, tax regulatory, accounting, contractual and other considerations with respect to such co-investment opportunity or vehicle. Such amounts so committed or contributed are permitted, at the option of the PE Advisers, to be deemed part of the amount Blackstone is otherwise required to contribute to the Funds or a separate commitment to such co-investment. If deemed part of the amount Blackstone is otherwise required to contribute to the Funds, such amounts would be in full or partial satisfaction of any such amounts that would otherwise be invested in the Funds in respect of such investment. To the extent the PE Advisers and/or their affiliates make any such commitment and/or contribution to a co-investment opportunity or vehicle, it could reduce the amount of such co-investment available to the Fund Investors. In addition, any such

amounts invested by the Fund Advisers or their affiliates in co-investments alongside the Funds and deemed part of the amount Blackstone is otherwise required to contribute to the Funds will result in the Fund Advisers and their affiliates contributing less to the Funds than Blackstone's capital commitment to the Funds would otherwise imply.

Blackstone has established and may in the future establish more investment vehicles managed or advised by Blackstone to facilitate the participation of third-party co-investors (who may or may not be limited partners of the Funds (whether established in connection with such limited partner's investment in the Funds or otherwise) and/or Other Blackstone Clients) in co-investments alongside the Funds and/or Other Blackstone Clients, including "standing", dedicated or committed co-investment vehicles (the "Standing Co-Invest Vehicles"), which may or may not be subject to more favorable rights and/or terms than the Funds. Consistent with the preceding paragraph, Blackstone, in its capacity as general partner of any Standing Co-Invest Vehicle, is permitted to make capital commitments or contributions to such Standing Co-Investment Vehicle, including, without limitation, to the extent it determines that such a commitment or contribution is necessary and/or advisable in light of legal, tax regulatory, accounting, contractual and other considerations with respect to such Standing Co-Invest Vehicle for tax or regulatory purposes. Standing Co-Invest Vehicles include both "opt-out" or "opt-in" vehicles where the co-investor determines whether to participate in co-investment opportunities presented to it either through affirmative or negative consent as well as committed vehicles where Blackstone (in some or all circumstances), and not the investors therein, has discretion in determining whether the Standing Co-Invest Vehicle, or a particular investor, will participate in co-investment opportunities. Standing Co-Invest Vehicles may nevertheless only participate in co-investment opportunities after the initial acquisition of an Investment by the Funds through a syndication from the Funds. The use of such vehicles may have the impact of blending an investor's effective management fee rate (and/or carried interest rate) down and the PE Advisers may be incentivized to allocate co-investment opportunities to discretionary vehicles with higher effective fees, carried interest or other performance-based compensation rates. The PE Advisers also reserve the right to provide certain Standing Co-Invest Vehicles with priority rights to participate in co-investment opportunities alongside the Funds, or the PE Advisers may agree to allocate co-investment opportunities to one or more Standing Co-Invest Vehicles in a programmatic manner. The terms of any Standing Co-Invest Vehicle agreed to with a Fund investor will not be subject to any "most favored nations" rights of the other Fund investors, notwithstanding that such terms may have been agreed to simultaneously with such Fund investor's investment in a Fund and that such Standing Co-Invest Vehicle may invest alongside such Fund periodically or programmatically, effectively modifying the economic terms of such Fund investor's participation in such shared investments. The amount and frequency of co-investment by any

Standing Co-Invest Vehicle will be at the discretion of the PE Advisers, subject to the terms of such Standing Co-Invest Vehicles. It is possible that the existence of Standing Co-Invest Vehicles established by the PE Advisers will result in fewer co-investment opportunities being made available to investors who do not participate therein, and allocations of co-investment opportunities to Standing Co-Invest Vehicles may result in the Funds investing less than it would have in the related investments. Furthermore, to the extent that Blackstone establishes any Standing Co-Invest Vehicles, it can be expected to result in fewer investment opportunities for the Funds and fewer co-investment opportunities being made available to the Fund investors. The number and scale of co-investment opportunities made available to the Fund investors (if any) may be higher or lower than those made available to Standing Co-Invest Vehicles.

- General Co-Investment Considerations: There are expected to be circumstances where an amount that would have otherwise been invested by a Fund is instead allocated to co-investors (who may or may not be Fund investors or investors of Other Blackstone Clients, and may include Blackstone affiliates and/or third parties) or Standing Co-Invest Vehicles, and there is no guarantee that the Fund investors will be offered any particular co-investment opportunity. As a general matter, the allocation of co-investment opportunities is entirely discretionary on the part of Blackstone and/or the PE Advisers, and it is expected that many investors who may have expressed an interest in co-investment opportunities will not be allocated any co-investment opportunities or may receive a smaller amount of co-investment opportunities than the amount requested or expected. Blackstone and/or the PE Advisers will take into account various facts and circumstances deemed relevant by Blackstone and/or the PE Advisers in allocating co-investment opportunities, including, among others, whether a potential co-investor has expressed an interest in evaluating co-investment opportunities, Blackstone and/or the PE Advisers' 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 number of investors that can realistically participate in the transaction) and Blackstone and/or the PE Advisers' 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 can be expected to also include, among others and without limitation, the size of a potential co-investor's commitments to the Funds, Other Blackstone Clients and strategic third party investors; whether a potential co-investor has a history of participating in co-investment opportunities with Blackstone; the size of the potential co-investor's interest to be held in the underlying Portfolio Entity as a result of the Funds' investment (which is likely to be based on the size of the potential

co-investor's capital commitment and/or investment in the Funds); whether the potential co-investor has demonstrated a long-term and/or continuing commitment to the potential success of Blackstone, the Funds, and/or Other Blackstone Clients (including whether a potential co-investor will help establish, recognize, strengthen or cultivate relationships that may provide indirectly longer-term benefits to the Funds or Other Blackstone Clients and their respective underlying Portfolio Entities, or whether the co-investor has significant capital under management by Blackstone and/or the PE Advisers or intends to increase such amount); whether the potential co-investor has an overall strategic relationship (including a Strategic Relationship) with Blackstone and/or the PE Advisers that provides it with more favorable rights with respect to co-investment opportunities; whether the potential co-investor is considered "strategic" to the investment because it is able to offer the Funds certain benefits, including, but not limited to, the ability to help consummate the investment, the ability to aid in operating or monitoring the Portfolio Entity or the possession of certain expertise; the transparency, speed and predictability of the potential co-investor's investment process; the ability of a potential co-investor to hold investments for longer periods of time or indefinitely; whether Blackstone has previously expressed a general intention to seek to offer co-investment opportunities to such potential co-investor; whether a potential co-investor has the financial and operational resources and other relevant wherewithal to evaluate and participate in a co-investment opportunity; the familiarity Blackstone has with the personnel and professionals of the potential co-investor in working together in investment contexts in the Funds, its predecessor funds or Other Blackstone Clients (which can be expected to include such potential co-investor's history of investment in the Funds or Other Blackstone Clients and/or other Blackstone co-investment opportunities); the extent to which a potential co-investor has been provided a greater amount of co-investment opportunities relative to others; the ability of a potential co-investor to invest in potential follow-on or add-on acquisitions for the Portfolio Entity or participate in defensive investments; 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 defer to Blackstone and assume a more passive role in governing the Portfolio Entity); any interests a potential co-investor may have in any competitors of the underlying Portfolio Entity; the tax profile of the potential co-investor and the tax characteristics of the investment (including whether or not the potential co-investor would require particular structuring implementation or covenants that would not otherwise be required but for its participation or whether such co-investor's participation is beneficial to the overall structuring of the investment); whether a potential co-investor's participation in the transaction would subject the

Funds and/or Portfolio Entity to additional regulatory requirements, review and/or scrutiny, including any necessary governmental approvals required to consummate the investment; the potential co-investor's relationship with the potential management team of the Portfolio Entity; whether the potential co-investor has any existing positions in the Portfolio Entity (whether in the same security in which the Funds are investing or otherwise); whether there is any evidence to suggest that there is a heightened risk with respect to the potential co-investor maintaining confidentiality; whether the potential co-investor has demonstrated a long term and/or continuing commitment to the potential success of the Funds, other affiliated funds and/or other co-investments, including the size of such commitment; whether the potential co-investor has any known investment policies and restrictions, guideline limitations or investment objectives that are relevant to the transaction, including the need for distributions; whether the expected holding period and risk-return profile of the investment is consistent with the stated goals of the potential co-investor; and such other factors that Blackstone may in good faith deem relevant and believes to be appropriate in the circumstances. In addition, the PE Advisers and/or their affiliates may be incentivized to offer certain Standing Co-Invest Vehicles and/or other certain potential co-investors opportunities to co-invest (and may also be incentivized to offer such co-investment opportunities on more favorable terms than other potential co-investors) since the amount of carried interest and/or Management Fee to which the PE Advisers and/or their affiliates are entitled under the arrangements with such co-investors, including with respect to such co-investors' participation in Other Blackstone Clients or Standing Co-Invest Vehicles, may depend on, among other things, the extent to which such co-investors participate or have been offered the opportunity to participate in co-investments (which participation may be in such co-investors' discretion). Also, Blackstone will, in certain circumstances, agree with investors (including limited partners, Blackstone strategic relationships (including Strategic Relationships) and third-party investors) to more favorable rights or pre-negotiated terms with respect to co-investment opportunities, including with respect to discounts or rebates of performance-based compensation or Management Fees and/or tailored underwriting toward such investor's interests. To the extent any such arrangements are entered into, they can be expected to result in fewer co-investment opportunities being made available to the Fund investors. In addition, the allocation of investments to Other Blackstone Clients, including as described under "—Other Blackstone Clients; Allocation of Investment Opportunities" herein, can be expected to result in fewer co-investment opportunities to investors who do not participate therein and allocations

to the co-investment vehicle can be expected to result in a Fund investing less than it would have in the related investments.

- Additional Potential Conflicts of Interest with respect to Co-Investment; Strategic Relationships Involving Co-Investment: Blackstone and/or the PE Advisers and their affiliates will in certain circumstances be incentivized to offer certain potential co-investors (including, by way of example, as a part of an overall strategic relationship (including a Strategic Relationship and Standing Co-Invest Vehicles) with Blackstone) opportunities to co-invest in priority or on more favorable terms than other potential co-investors due to the amount of performance-based compensation or Management Fees or other fees paid by the co-investor receiving the priority allocation or better terms (as well as any additional discounts or rebates avoided by allocating co-investments to such co-investor with respect to such co-investor's participation in the Funds and/or any Other Blackstone Clients) or other aspects of such co-investor's relationship with Blackstone. The Management Fees, carried interest and other fees received by Blackstone from and the amount of expenses charged to the Funds can be expected to be less or more than such amounts paid by or charged to co-investment vehicles pursuant to the terms of such vehicles' partnership agreements and other agreements with co-investors, and such variation in the amount of fees and expenses can be expected to create an economic incentive for Blackstone to allocate a greater or lesser percentage of an investment opportunity to the Funds or such co-investment vehicles or co-investors, as the case may be. In addition, other terms of existing and future co-investment vehicles can be expected to differ materially, and in some instances can be expected to be more favorable, to Blackstone than the terms of the Funds, and such different terms can be expected to create an incentive for Blackstone to allocate a greater or lesser percentage of an investment opportunity to the Funds or such co-investment vehicles, as the case may be. Such incentives will give rise to conflicts of interest, and there can be no assurance that such conflicts of interests will be resolved in favor of the Funds and that any investment opportunities that would have otherwise been offered to the Funds or Fund investors through co-investment will be made available. In circumstances where the Funds are investing alongside Other Blackstone Clients, the PE Advisers may be incentivized to cause the Funds, on the one hand, or such Other Blackstone Clients, on the other hand, to offer co-investment opportunities depending on the economic and other terms each may be permitted to offer co-investors. There may be circumstances, including in the case where there is a seller who is seeking to dispose of a pool or combination of assets, properties, securities or instruments, where the Funds and Other Blackstone Clients participate in a single or related transactions with a particular seller where certain of such assets,

properties, securities or instruments are specifically allocated (in whole or in part) to any of the Funds and such Other Blackstone Clients. The allocation of such specific items generally would be based on the PE Advisers' determination of, among other things, the expected returns and risk profiles for such items (*e.g.*, specific items with higher expected returns and a higher risk profile may be allocated to the Funds whereas those with lower relative expected returns and a lower risk profile may be allocated to an Other Blackstone Client), and in any such case the combined purchase price paid to a seller would be allocated among the multiple assets, properties, securities or instruments based on a determination by the seller, by a third-party valuation firm and/or by the PE Advisers and their affiliates. Additionally, it can be expected that Blackstone will, from time to time, enter into arrangements or strategic relationships with third parties, including other asset managers, financial firms or other businesses or companies, which, among other things, provide for referral, sourcing or sharing of investment opportunities. Blackstone will, in certain circumstances, pay Management Fees and performance-based compensation in connection with such arrangements. Blackstone will, in certain circumstances, also provide for or receive reimbursement of certain expenses incurred or received in connection with these arrangements, including diligence expenses and general overhead, administrative, deal sourcing and related corporate expenses. The amount of such reimbursements or rebates can be expected to relate to allocations of co-investment opportunities and increase if certain co-investment allocations are not made. While it is possible that the Funds will, along with Blackstone itself, benefit from the existence of those arrangements and/or relationships, it is also possible that investment opportunities that would otherwise be presented to or made by the Funds would instead be referred (in whole or in part) to such third party, either as a contractual obligation or otherwise, resulting in fewer opportunities (or reduced allocations) being made available to the Funds and/or Fund investors. Certain co-investment vehicles, including certain Standing Co-Invest Vehicles, generally will not be permitted, pursuant to their governing documents, to bear broken deal expenses. Some other co-investment vehicles, including some other Standing Co-Invest Vehicles, may not bear broken deal expenses or other investment-related expenses (including in respect of financing for such investment) (in which case the Funds would, to the fullest extent permitted by applicable law, bear such extra portion of such expenses) unless Blackstone determines otherwise in its discretion. Such determinations will be made on a case by case basis by Blackstone and may result in differing treatment of co-investment vehicles under certain circumstances. The foregoing will under certain circumstances, and where permitted by applicable law, result in the Funds bearing more than its pro rata share of broken deal expenses or such other expenses. This could be expected to give rise to conflicts of interest in

connection with the Funds' investment activities in certain circumstances, and, while the PE Advisers will seek to resolve any such conflicts in a fair and equitable manner, there is no assurance that any such conflicts will be resolved in favor of the Funds.

- To the extent Blackstone Multi-Strategy Vehicles are formed and are actively investing, the Funds will receive a lower allocation (and potentially, in some cases, no allocation) of investment opportunities and investors may receive fewer co-investment opportunities than otherwise would be the case. (See also “—Other Blackstone Clients; Allocation of Investment Opportunities” herein.)

Liability Arising from Transactions Entered into Alongside Other Blackstone Clients. The Funds will also co-invest from time to time with one or more Other Blackstone Clients (including co-investment or other vehicles in which Blackstone or its personnel invest and that co-invest with such Other Blackstone Clients) or Blackstone (including Blackstone Innovations (“BXI”) in investments that are suitable for both the Funds and such Other Blackstone Clients and/or Blackstone. Participating in investments alongside Other Blackstone Clients and/or Blackstone will subject the Funds to a number of risks and conflicts (and in certain circumstances the PE Advisers will be unaware of an Other Blackstone Client’s and/or Blackstone’s participation, as a result of information walls or otherwise). For example, it is possible that as a result of legal, tax, regulatory, accounting or other considerations, the terms of such investment (including with respect to price and timing) for the Funds, Other Blackstone Clients and Blackstone may not be the same. Additionally, the Funds and such Other Blackstone Clients will generally have different investment periods or expiration dates and/or investment objectives (including return profiles) and Blackstone, as a result, may have conflicting goals with respect to the price and timing of disposition opportunities and such differences may also impact the allocation of investment opportunities (including follow-on investments related to earlier investments made by the Funds, Blackstone and Other Blackstone Clients). Such Other Blackstone Clients and/or Blackstone may also have certain governance rights for legal, regulatory or other reasons that the Funds will not have. As such, the Funds, Blackstone and/or such Other Blackstone Clients may dispose of any such shared investment at different times and on different terms, and investors therein may receive different consideration than is offered to any one particular limited partner in the Fund (e.g., some or all limited partners of the Fund may receive cash whereas other limited partners and investors in other Funds or Other Blackstone Clients may be provided the opportunity to receive distributions in kind in lieu thereof, or vice versa).

At times, a transaction counterparty will, in certain circumstances, require facing only one fund entity, which can be expected to result in (i) if a Fund is a direct counterparty to a transaction, such Fund being solely liable with respect to its own share as well as other Funds’ and Other

Blackstone Clients' shares of any applicable obligations or (ii) if a Fund is not the direct counterparty, such Fund having a contribution obligation to the relevant other Funds and Other Blackstone Clients. See also "—Holding Entities and Tracking Interests" herein. Alternatively, a counterparty may agree to face multiple funds, which could result in a Fund being jointly and severally liable alongside other Funds and Other Blackstone Clients for the full amount of the applicable obligations. Similarly, there could be transactions with respect to which, to address legal, tax, regulatory, administrative or other commercial considerations—including, for example compliance with cash confirmation requirements under the UK Takeover Code in connection with an investment involving a UK take-private transaction—the PE Advisers or Blackstone determine to utilize the Funds to make an investment commitment for a proposed investment on behalf of itself and one or more Other Blackstone Clients (or vice versa) with the expectation that such Other Blackstone Client (or the Funds, as applicable) assumes its share of the relevant funding obligation prior to closing. In cases in which the Funds could be responsible for the liability of other Funds or an Other Blackstone Client, or vice versa, the applicable parties would generally enter into a back-to-back or other similar contribution or reimbursement agreement.

Likewise, for certain investment-related hedging transactions, it can be expected to be advantageous for counterparties to trade solely with the Funds (or their special purpose or other vehicles). For these transactions, it is anticipated that the Funds would then enter into back-to-back trade confirmations with deal-specific aggregators as well as guarantees, keepwells or other similar arrangements with other relevant Funds and Other Blackstone Clients. The party owing under such an arrangement may not have resources to pay its liability, however, in which case the other party will bear more than its pro rata share of the relevant loss. In certain circumstances where a Fund participates in an investment alongside any Other Blackstone Client and to the fullest extent permitted by applicable law, such Fund could bear more than its *pro rata* share of expenses relating to such investment, including, but not limited to, as the result of such Other Blackstone Client not having resources to bear such expenses (e.g., as a result of the Other Blackstone Client's insufficient reserves or inability to call capital contributions to cover such expenses). It is not expected that the Funds or Other Blackstone Clients will be compensated for agreeing to be primarily liable *vis-à-vis* a third-party counterparty. Moreover, in connection with the divestment of all or part of a Portfolio Entity (e.g., an initial public offering) and/or the wind-down of a Portfolio Entity, Blackstone will seek to track the ownership interests, liabilities and obligations of the Funds and any Other Blackstone Clients owning an interest in the Portfolio Entity comprising such operating business, but it is possible that the Funds and applicable Other Blackstone Clients will, in certain circumstances, incur shared, disproportionate or crossed liabilities. Furthermore, depending on various factors including the relative assets, expiration dates, investment

objectives and return profiles of each of the Funds and such Other Blackstone Clients, it is possible that one or more of them will have greater exposure to legal claims and that they will have conflicting goals with respect to the price, timing and manner of disposition opportunities.

Moreover, in connection with seeking financing or refinancing of Portfolio Entities and their assets, it may be the case that better financing terms are available when more than one Portfolio Entity provides collateral, particularly in circumstances where the assets of each Portfolio Entity are similar in nature. As such, rather than seeking such financing or refinancing on its own, a Portfolio Entity of the Funds may enter into cross collateralization arrangements with another Portfolio Entity of the Funds or Portfolio Entities of one or more Other Blackstone Clients. While Blackstone would expect any such financing arrangements to generally be non-recourse to the Funds and the Other Blackstone Clients, as a result of any cross-collateralization, a Fund could also lose its interests in otherwise performing investments due to poorly performing or non-performing investments of the other Funds or the Other Blackstone Clients.

Syndication; Warehousing. Blackstone, the Funds, Other Blackstone Clients, joint venture partners, or affiliates or related parties of the foregoing could, subject to the limitations in the applicable Organizational Documents, commit to or initially acquire an investment as principal and subsequently sell some or all of it to other Funds, Other Blackstone Clients, co-investment vehicles and/or other third parties in an affiliate or related party transaction. Similarly, subject to the limitations in the Organizational Documents, the Funds will, in certain circumstances, commit to or initially acquire an investment and subsequently syndicate, or sell some or all of it, to Blackstone, other Funds, the PE Adviser, Other Blackstone Clients, co-investment vehicles, joint venture partners, Consultants, or affiliates or related parties of the foregoing or other third parties (including any person (including, if applicable any Fund Investor other than solely in their capacity as such and Consultants) that the PE Adviser determines has the ability to add value to an Investment in light of its relationships, experience, geographic location, market or industry knowledge and/or other relevant attributes as determined by Blackstone), notwithstanding the availability of capital from the Fund investors and other limited partners thereof or applicable credit facilities. If any such intended syndication is not ultimately consummated, Blackstone, the Funds or the other party that commits to initially acquire such portion will be expected to retain it, leading to the Funds or such other party having more of the investment (including expenses relating to such unconsummated syndication) initially intended to be syndicated than it would otherwise have had if such syndication had not initially been contemplated. For the avoidance of doubt, certain Funds and/or Other Blackstone Clients (including Other Co-Invest Vehicles) participating in such investment will likely not take part in any such syndication in the same manner or to the same extent (if at all),

or may participate in a syndication alongside the Funds but at a different interest rate, due to legal, regulatory, accounting, administrative or other considerations. The PE Advisers reserve the right to cause these transfers to be made at cost, or cost plus an interest rate or carrying cost charged from the time of acquisition to the time of transfer, notwithstanding that the fair market value of any such investments may have declined below or increased above cost from the date of acquisition to the time of such transfer. The PE Advisers also reserve the right to determine another methodology for pricing these transfers, including fair market value at the time of transfer. Also, the PE Advisers will, in certain circumstances, charge fees on these transfers to either or both of the parties to them. The Funds or their affiliates may retain any portion of an investment initially acquired by them with a view to syndication to co-investors or other potential purchasers to the extent such portion has not been syndicated after reasonable efforts to do so.

Furthermore, syndications to third parties as described above may be on an interest-free basis or on other favorable terms compared to terms under which any Fund Investors (in such capacity) co-invest alongside the Funds (including, in certain circumstances, syndicating below cost), and in the event capital had been called for such syndicated portion, the amounts may be treated under the Funds' Organizational Documents as amount returned in lieu of being used and thus treated as never having been contributed by the Partners for purposes of the Funds' Organizational Documents and in the event such syndicated portion was held using the Funds' credit facility, then the Funds may bear the costs and interests related to such borrowing as the Funds' Fund Expenses without reimbursement from such third parties. Conflicts of interest are expected to arise in connection with these transactions, including with respect to timing, structuring, pricing and other terms. For example, the PE Advisers will have a potential conflict of interest when the PE Advisers receive fees, including carried interest, from a Fund or an Other Blackstone Client acquiring from or transferring to the Funds all or a portion of an investment. Furthermore, PE Advisers and their affiliates have the right to commit to or initially acquire a portion of an investment alongside the Fund if they intend to syndicate such amounts to Other Blackstone Clients or such other third parties (which may include one or more Fund investors or investors in Other Blackstone Clients), and to retain such amounts not ultimately syndicated after having used reasonable efforts to syndicate. The equity committed/used in any such underwriting by the PE Advisers and their affiliates may come from Blackstone's own balance sheet and/or from one or more third parties that enter into arrangements with Blackstone with respect thereto, and may come from an Other Blackstone Client. In such circumstances, Blackstone will have the right to earn underwriting and/or syndication fees from the Funds, the Portfolio Entities, or the purchasers of such equity, and the Funds and Fund investors will not be entitled to share in or receive the benefit of any such underwriting and/or syndication fees. As a result, the PE Adviser may be

incentivized to underwrite and/or syndicate amounts of equity in investments due to the right to earn fees not subject to offset in favor of the Fund investors, even if the capital used to underwrite such amounts do not come entirely from the Blackstone's own balance sheet as described above, and Blackstone may share such fees with one or more third parties that commit to such equity investments and may charge purchasers of the equity fees and carried interest with respect thereto. (See also "—Securities and Lending Activities" herein.)

More specifically, the Funds could initially acquire a portion of certain investments (including through borrowings on a subscription based credit facility or from Blackstone itself) intended as co-investments as described herein and to syndicate all or part of such co-investments to one or more co-investors (and a Fund may similarly acquire a portion of certain investments with the intent to syndicate such portion to one or more Other Blackstone Clients). The value of the investment during such period could increase, but the Funds will not receive the full benefit of any such increase.

Secondary Transfers. To the extent a PE Adviser has discretion over a secondary transfer of interests in a Fund pursuant to such Fund's Organizational Documents, or is asked to identify potential purchasers in a secondary transfer, the PE Adviser will do so in its sole discretion, taking into account the following factors, among others:

- the PE Adviser's evaluation of the financial resources of the potential purchaser, including its ability to meet capital contribution obligations;
- the PE Adviser's perception of its past experiences and relationships with the potential purchaser, including its belief that the potential purchaser would help establish, recognize, strengthen and/or cultivate relationships that provide indirectly longer-term benefits to current or future Funds and/or such PE Adviser and the expected amount of negotiations required in connection with a potential purchaser's investment;
- whether the potential purchaser would subject the PE Adviser, the applicable Fund, or their affiliates to legal, regulatory, reporting, public relations, media or other burdens;
- a potential purchaser's investment into another Fund (including any commitment, or agreement to make a commitment, into an existing or a future Other Blackstone Client and/or other Fund);
- requirements in such Fund's Organizational Documents; and
- such other facts as it deems appropriate under the circumstances in exercising such discretion.

Continuation Vehicles and Continuation Transactions. The PE Advisers could, subject to the requirements of the Organizational Documents, from time to time establish other investment vehicles for the purpose of purchasing one or more investments from a Fund (including, but

not always, where the selling Fund is approaching the end of its term) in connection with, or alongside another Fund making an investment (such vehicles, “Continuation Vehicles” and such transactions, “Continuation Transactions”). In such circumstances, the PE Adviser is acting on behalf of, and making the investment decision for, both a Fund and the applicable Continuation Vehicle. As a result, Continuation Transactions implicate conflicts of interest described herein in “Buying and Selling Investments or Assets from Certain Related Parties” between the Fund and the Continuation Vehicle more generally. Further, because the PE Advisers and/or their affiliates will have the opportunity to earn additional management fees and/or receive additional Carried Interest and other benefits in respect of such Continuation Transactions, and because each purchaser’s commitment to acquire interests in a Continuation Vehicle will ordinarily be conditioned upon completion of the Continuation Transaction, the PE Advisers will have a potential conflict of interest in determining transaction terms and participants. While certain conflicts of interest related to Continuation Transactions often require approval by the L.P. Advisory Committee of a Fund, certain transactions may be able to be completed at the initiation of the applicable PE Adviser without any such approval.

Fees Received by the PE Advisers. Break-up or topping fees, commitment fees, transaction, monitoring and director fees and organization, financing, divestment, and other similar fees (which do not include amounts received with respect to group purchasing, healthcare brokerage, insurance and other similar services to Portfolio Entities) with respect to investments can be paid to the PE Advisers, in which case Management Fees will be offset by the net amount of break-up, topping, commitment (including fees received in respect of guarantees as contemplated by the applicable Organizational Document), monitoring, transaction, directors’, and organizational fees attributable to a potential investment by the Funds, but not to any amount attributable to a potential investment by Other Blackstone Clients, vehicles participating in Blackstone’s side-by-side co-investment rights, permanent capital vehicles, and/or accounts (including insurance accounts, Everlake, Corebridge and Resolution Life) managed by affiliates of Blackstone and related entities or third parties. (See “—Other Blackstone Business Activities” herein.) Alternatively, the Funds could receive the break-up, topping, commitment (including fees received in respect of guarantees as contemplated by the applicable Organizational Document), monitoring, transaction, directors’, and organizational fees directly, in which case there will be no Management Fee offset. The PE Advisers will generally receive a greater economic benefit by structuring the break-up, topping, commitment (including fees received in respect of guarantees as contemplated by the applicable Organizational Document), monitoring, transaction, directors’, and organizational fees to be paid to it directly, subject to the Management Fee offset, and may do so in its sole discretion. Break-up, topping, commitment (including fees received in respect of guarantees as contemplated by the applicable Organizational Document), monitoring, transaction, directors’,

and organizational fees paid to the PE Advisers or the Funds in connection with a transaction could be allocated, or not, to Other Blackstone Clients, co-investment vehicles and other investment vehicles participating in investments that invest (or are expected to invest) alongside the Funds, as determined by the PE Advisers to be appropriate in the circumstances. Generally, the PE Advisers would not allocate break-up, topping, commitment (including fees received in respect of guarantees as contemplated by applicable Organizational Document), monitoring, transaction, directors', and organizational fees with respect to a potential investment to the Funds, an Other Blackstone Client or co-investment vehicle unless such person would also share in broken deal expenses related to the potential investment. With respect to fees received by Blackstone relating to the Funds' investments or from unconsummated transactions, Fund investors will not receive the benefit of any fees relating to the Funds' investments (including, without limitation, as described above) other than as set forth in the Organizational Documents. Any offset of the Management Fee will only accrue to the extent the fees giving rise to such offset are paid as part of and during the course of the Funds' investment in the relevant Portfolio Entity, and, without regard to the nature of such fees, there will be no offset of the Management Fees with respect to any fees paid to Blackstone after a Fund has exited the relevant Investment. Following an exit of the Funds' Investment in a Portfolio Entity, Other Blackstone Clients may continue to hold interests (debt and/or equity) in such Portfolio Entity, and Blackstone may begin to earn fees or continue to earn fees from such Portfolio Entity for providing services to such Portfolio Entity, including, but not limited to, capital markets advice, group purchasing and health care brokerage, insurance and other similar services, which in each case will not offset or reduce the Management Fee. Also, in the case of fees for services as a director of a Portfolio Entity, the Management Fee will not be reduced or offset to the extent any Blackstone personnel continues to serve as a director after the Funds have exited (or is in the process of exiting) the applicable Portfolio Entity and/or following the termination of such employee's employment with Blackstone. Conflicts of interest are expected to arise when a Portfolio Entity enters into arrangements with Blackstone on or about the time the Funds exit their Investment in such Portfolio Entity. To the extent any investment banking fees, consulting (including management consulting) fees, syndication fees, capital markets syndication and significant sums in advisory fees (including underwriting fees), origination fees, servicing fees, healthcare consulting / brokerage fees, fees relating to group purchasing, financial advisory fees and similar fees for arranging acquisitions and other major financial restructurings and other similar operational and financial matters, loan servicing and/or other types of insurance fees, data management and services fees or payments, operations fees, financing fees, fees for asset services, title insurance fees, energy procurement / brokerage fees, fees for ESG services, fees associated with aviation management including origination fees, servicer fees (e.g., services relating to lease collections/disbursements, maintenance, insurance, lease marketing and sale of

aircraft/parts), asset management fees (e.g., services relating to the preparation of monthly cash flow models and industry asset management fees, incentive fees and other similar fees and annual retainers (whether in cash or in kind) are received by Blackstone, such fees will not be required to be shared with the Funds or the Fund investors and will not result in any offset to the Management Fee payable by the Fund investors.

In connection with certain investments in certain jurisdictions, a Fund may contribute capital contributions made by limited partners of such Fund for the payment of Management Fees to a holding vehicle formed in connection with such investment to enable such holding vehicle to pay Management Fees to an affiliate of the PE Adviser. To the extent a Fund makes such contributions to any such holding vehicle, such Fund will be credited with such amounts as if they had been paid by such Fund to the PE Adviser under the Organizational Documents (and such amounts paid to an affiliate of the PE Adviser by such holding vehicle will not, for greater certainty, constitute an additional fee that would offset the Management Fee, as such amounts do not result in an increase in the total amount of Management Fee paid to the PE Adviser and its affiliates had the Funds paid the entirety of the Management Fee to the PE Adviser).

Broken Deal Expenses. Any expenses incurred by the Funds for actual investments as described herein or in the applicable partnership agreement will also be incurred by the Funds with respect to broken deals (i.e., investments or proposed dispositions that are not consummated). The PE Advisers are not required to and in most circumstances will not seek reimbursement of broken deal expenses (i.e., expenses incurred in pursuit of an investment or disposition that is not consummated) from third parties, including counterparties to the potential transaction or potential co-investors (including “standing” co-investment vehicles established to participate in co-investment opportunities alongside the Funds on a regular or periodic basis and/or as part of an overall co-investment program or arrangement (“Standing Co-Investment Vehicles”)). Moreover, expenses related to the organization of co-investment vehicles formed to invest in a transaction that was ultimately not consummated are expected to be borne by the Funds, and not the proposed co-investors thereof. Examples of such broken deal expenses include, but are not limited to, reverse termination fees, extraordinary expenses such as litigation costs and judgments, meal, travel and entertainment expenses incurred, deposits or down payments which are forfeited in connection with unconsummated transactions, costs of negotiating co-investment documentation (including non-disclosure agreements with counterparties), the costs from onboarding (i.e., KYC) investment entities with a financial institution, commitment fees that become payable in connection with a proposed investment, and legal, tax, accounting and consulting fees and expenses (including all expenses incurred in connection with any tax audit, investigation settlement or review of the Funds, and any expenses of the applicable Fund’s partnership representative or its designated

individual), printing and publishing expenses, and other due diligence and pursuit costs and expenses (including, for the avoidance of doubt, any consultant expenses and including, in certain instances, broken deal expenses associated with services provided by Portfolio Entities, as detailed below), which will include expenses incurred prior to the commencement of a Fund's effective date. Any such broken deal expenses could, in the sole discretion of the PE Advisers, be allocated solely to the Funds and not to Other Blackstone Clients or co-investment vehicles (including Standing Co-Investment Vehicles) that could have made the investment (including any situation where an Other Blackstone Client was initially allocated an investment opportunity and incurred such expenses before such investment opportunity was reallocated to a Fund), even when such Other Blackstone Clients or co-investment vehicle commonly invests alongside the Funds in their investments or Blackstone or Other Blackstone Clients in their investments (including such Standing Co-Investment Vehicles). In such cases, the Funds' shares of expenses would increase. Until a potential investment of the Funds is formally allocated to an Other Blackstone Client and/or potential co-investors (it being understood that final allocation decisions are typically made shortly prior to closing an investment), the Funds are expected to bear the broken deal expenses for such investment (even if it was anticipated that such potential investment might be formally allocated to an Other Blackstone Client and/or potential co-investors instead of a Fund), which can result in substantial amounts of broken deal expenses being borne by the Fund. In the event broken deal expenses are allocated to an Other Blackstone Client or a co-investment vehicle, the PE Advisers or Funds will, in certain circumstances, advance such fees and expenses without charging interest until paid by the Other Blackstone Client or co-investment vehicle, as applicable. Additionally, certain co-investment vehicles or certain potential co-investors, including Other Blackstone Clients, who might have invested in a transaction had it been consummated, such as potential investors in co-investment structures relating to a specific investment where the legally binding agreements relating to such co-investment are not executed until the time of the deal closing, will not be allocated any share of any break-up or topping fees or broken deal expenses (and such expenses will be allocated to the Funds), unless the relevant PE Adviser determines otherwise in its discretion or as may be set forth in the relevant operative agreements or as required by applicable law. In addition, certain Portfolio Entities will provide transaction support services (including identifying potential investments) to the Funds, Other Blackstone Clients and their respective Portfolio Entities in respect of certain investments that are not ultimately consummated. See also "Portfolio Entity Service Providers and Vendors" herein. The PE Advisers will endeavor in good faith to allocate such broken deal-related costs to the Funds and such Other Blackstone Clients as it deems appropriate under the particular circumstances, including the allocation of certain expenses equally among the vehicles that were expected to participate in an investment that was not consummated. Any methodology used to determine the allocation of such broken deal expenses to the Funds and any Other

Blackstone Clients or co-investment vehicles (including the choice thereof) involves inherent conflicts and will not result in perfect attribution and allocation of such costs, and there can be no assurance that a different manner of allocation would not result in the Funds and their Portfolio Entities bearing less or more of such costs. Further, any of the foregoing costs, although allocated in a particular period, could be allocated based on activities occurring outside such period. The allocation of any of the foregoing costs can be expected to be based on any of a number of different methodologies, and therefore a Fund could, to the fullest extent permitted by applicable law, pay more than its pro rata portion of such cost based on its actual usage of such services.

Other Blackstone Business Activities. Blackstone, the Funds, Other Blackstone Clients, their Portfolio Entities, and personnel and related parties of the foregoing will receive fees and compensation, including performance-based and other incentive fees, which could be substantial, for products and services provided to the Funds and their Portfolio Entities, such as fees for asset management (including, without limitation, management fees and carried interest/incentive arrangements), development and property management; underwriting (including, without limitation, evaluation regarding value creation opportunities and ESG risk mitigation); syndication or refinancing of a loan or investment (including loan modification or restructuring fees); loan servicing; special servicing; administrative services; advisory services on purchase or sale of an asset or company; advisory services; investment banking and capital markets services; treasury and valuation services; placement agent services; fund administration; internal legal and tax planning services; information technology products and services; insurance procurement, brokerage solutions and risk management services; data extraction and management products and services; BX Energy Portcos (as defined below); Revantage acquisition & disposition program management; and other products and services (including but not limited to restructuring, consulting, monitoring, commitment, syndication, origination, organization and financing, and divestment services). Other than as expressly set forth in the Organizational Documents, such fees shall not be applied to offset Management Fees and Fund investors will not share therein. Such parties will also provide products and services for fees to Blackstone, the Funds, Other Blackstone Clients and their Portfolio Entities, and their personnel and related parties, as applicable, as well as third parties, as applicable. Further, such parties could provide products and services for fees to the Funds, Other Blackstone Clients and their Portfolio Entities in circumstances where third-party service providers are concurrently providing similar services to the Funds, Other Blackstone Client and their Portfolio Entities. Through its Innovations group (BXi), Blackstone incubates (or otherwise invests in) businesses that are expected to be introduced to, and therefore frequently provide goods and services to the Funds and Other Blackstone Clients and their Portfolio Entities, as well as other Blackstone-related parties and third parties. By contracting for a product or

service from a business related to Blackstone, the Funds and their Portfolio Entities would provide not only current income to the business and its stakeholders, but could also create significant enterprise value in them, which would not be shared with the Funds or Fund investors and could benefit Blackstone directly and indirectly. Also, Blackstone, Other Blackstone Clients and their Portfolio Entities, and their personnel and related parties will, in certain circumstances, receive compensation or other benefits, such as through additional ownership interests or otherwise, directly related to the consumption of products and services by the Funds and their Portfolio Entities. The Funds and their Portfolio Entities will incur expenses in negotiating for any such fees and services, which will be treated as Fund expenses. In addition, a General Partner may receive fees associated with capital invested by co-investors relating to investments in which a Fund participates or otherwise, in connection with a joint venture in which a Fund participates or otherwise with respect to assets or other interests retained by a seller or other commercial counterparty with respect to which a General Partner performs services. Finally, Blackstone and its personnel and related parties will, in certain circumstances, also receive compensation for origination activities and unconsummated transactions.

The Funds will, in certain circumstances, engage a third-party administrator to provide certain administrative services to them. The Funds will, as determined by the PE Advisers and as permitted by the Organizational Documents, bear the cost of fund administration, accounting (including, without limitation, maintenance of the Funds' books and records, preparation of net asset value and other valuation support services, as applicable (e.g., valuation model and methodology review, review of third-party due diligence conclusions and sample testing), preparation of periodic investor reporting and calculation of performance metrics, central administration and depositary oversight (e.g., periodic and ongoing due diligence and coordination of investment reconciliation and asset verification); audit support (e.g., audit planning and review of annual financial statements); risk management support services (e.g., calculation and review of investment and leverage exposure); ESG and sustainability support services; regulatory risk reporting, data collection and modeling and risk management matters and tax support services (e.g., annual tax and VAT returns and FATCA and CRS compliance), in-house attorneys to provide transactional legal and related tax advice, tax planning and other related services (including, without limitation, entity organization, structuring, due diligence, document drafting and negotiation, closing preparation, post-closing activities (such as compliance with contractual terms and providing advice for investment-level matters with respect to fiduciary and other obligations and issues), litigation or regulatory matters, reviewing and structuring exit opportunities) provided by Blackstone personnel and related parties (including, without limitation, BEFM, including all services provided by BEFM to a Luxembourg parallel fund that would be considered costs of fund administration if provided by

Blackstone to a Fund, (notwithstanding the customary scope of such services by third-party service providers)) to the Funds and their Portfolio Entities, including the allocation of their compensation (including, without limitation, salary, bonus and benefits) and related overhead otherwise payable by Blackstone, or pay for their services at market rates, and except in certain limited circumstances or with respect to certain Funds, such amounts will not offset Management Fees. In certain circumstances, the Funds will engage a third-party administrator (e.g., as required for a Luxembourg parallel fund) and in such circumstances there may be some overlap in the services performed by the third-party administrator and Blackstone personnel and the Funds will bear all such costs. The services of in-house attorneys generally include, without limitation, services with respect to M&A, capital markets or financing transactions, tax or regulatory structuring, supervision of external counsel and service providers, attending internal and external meetings (including investment committee meetings) and communicating with relevant internal and external parties. Any determination of whether the fees and costs attributable to Blackstone personnel and related parties reflect market rates or arm's length terms will not take into account any additional fees and costs borne by the Funds with respect to third parties providing similar services (e.g., an external administrator). Such allocations or charges can be based on any of the following methodologies: (i) requiring personnel to periodically record or allocate their historical time spent with respect to the Funds or Blackstone approximating the proportion of certain personnel's time spent with respect to the Funds, and in each case allocating their compensation (including, without limitation, salary, bonus, and benefits services, purchase and sale of assets) and allocable overhead based on time spent, or charging their time spent at market rates, (ii) the assessment of an overall dollar amount (based on a fixed fee or percentage of assets under management) that Blackstone believes represents a fair recoupment of expenses and a market rate for such services or (iii) any other similar methodology determined by Blackstone to be appropriate under the circumstances. Certain Blackstone personnel will provide services to few, or only one, of the Funds and Other Blackstone Clients, in which case Blackstone could rely upon rough approximations of time spent by the employee for purposes of allocating the salary and overhead of the person if the market rate for services is clearly higher than allocable salary and overhead. However, the provision of such services by Blackstone personnel and related parties and any such methodology (including the choice thereof and any benchmarking, verification or other analysis related thereto) involves inherent conflicts. Any amounts paid to Blackstone and/or its affiliates for such services, as well as the expenses, charges and costs of any benchmarking, verification or other analysis related thereto, will be borne by the Funds as Fund expenses, will not result in any offset to the Management Fee and will, in certain circumstances, result in

incurrence of greater expenses by the Funds and their Portfolio Entities than would be the case if such services were provided by third parties.

The PE Advisers, the Funds, Other Blackstone Clients and their Portfolio Entities, and their affiliates, personnel and related parties could continue to receive fees, including performance-based or incentive fees, for the services described in the preceding paragraphs with respect to investments sold by the Funds or a Portfolio Entity to a third-party buyer after the sale is consummated. Such post-disposition involvement will give rise to potential or actual conflicts of interest, particularly in the sale process. Moreover, the PE Advisers, the Funds, Other Blackstone Clients and their Portfolio Entities, and their affiliates, personnel and related parties may acquire a stake in the relevant asset as part of the overall service relationship, at the time of the sale or thereafter.

The PE Advisers do not have any obligation to ensure that fees for products and services contracted by the Funds or their Portfolio Entities are at market rates unless the counterparty is considered an “Affiliate” of Blackstone, as defined in the Organizational Documents, and given the breadth of Blackstone’s investments and activities the PE Advisers may not be aware of every commercial arrangement between the Funds and their Portfolio Entities, on the one hand, and Blackstone, other Funds, Other Blackstone Clients and their Portfolio Entities, and personnel and related parties of the foregoing, on the other hand.

Except as set forth above, the Funds and Fund investors will not receive the benefit (*e.g.*, through an offset to the Management Fee or otherwise) of any fees or other compensation or benefit received by the PE Advisers or their personnel and related parties. (See also “—Service Providers, Vendors and Other Counterparties Generally” and “—Other Blackstone Business Activities” herein.) The PE Advisers and their personnel and related parties will receive fees attributable to Funds, Other Blackstone Clients (including co-investment vehicles, permanent capital vehicles, accounts and/or third parties) and third parties and, without limiting the generality of the foregoing, the amount of such fees allocable to the Funds and Other Blackstone Clients (including co-investment vehicles, permanent capital vehicles and/or accounts) and/or third parties will not result in an offset of the Management Fees payable by Fund investors or otherwise be shared with the Funds, their Portfolio Entities or the Fund investors, even if (i) such other Funds or Other Blackstone Clients (including co-investment vehicles, permanent capital vehicles, accounts and/or third parties) provide for lower or no Management Fees for the investors or participants therein (such as the vehicles established in connection with Blackstone’s side-by-side co-investment rights, which generally do not pay a Management Fee or carried interest) or (ii) such fees result in an offset to Management Fees or carried interest payable by any of such Other Blackstone Clients (including co-investment vehicles, permanent capital vehicles, accounts and/or third parties). As noted in

“Co-Investment Opportunities” above, this creates an incentive for Blackstone to offer co-investment opportunities and can be expected to result in other fees being received more frequently (or exclusively) with investments that involve co-investment.

In addition, to the extent Blackstone receives any of the fees described above in kind, instead of in cash, in whole or in part, Blackstone would, in certain circumstances, elect to become a co-investor (or otherwise hold an interest) in such investments alongside a Fund and/or Other Blackstone Clients, which are expected to give rise to potential or actual conflicts of interest, including with respect to the timing and manner of sale by Blackstone, on the one hand, and other participating investing vehicles, including the Funds, on the other hand. Blackstone’s receipt of such interests in kind generally would not be at the same time or on substantially the same terms, price and conditions as the Funds and/or the Other Blackstone Clients, as applicable. With respect to any dispositions of securities or investments held by Blackstone resulting from receiving such fees in kind, since the Funds and/or Other Blackstone Clients, as applicable, are not necessarily similarly situated and may have different terms affecting the timing of their respective dispositions, there may be certain situations where Blackstone would not dispose of its securities or interests at the same time and/or on substantially the same terms, price and conditions as such other funds, which would be evaluated by Blackstone on a case-by-case basis taking into account the circumstances at the relevant time. There can be no assurance that any actual or perceived conflicts will be resolved in favor of the Funds or the Fund investors.

Blackstone and its employees have long-term relationships with a significant number of corporations and their senior management. In determining whether to invest in a particular transaction on the Funds’ behalf involving any such corporations, the PE Advisers will consider those relationships (including any incentives or disincentives as part of such relationship) when evaluating the investment opportunity, which may result in the PE Advisers choosing not to make such an investment on the Funds’ behalf due to such relationships. The Funds may also co-invest with clients of Blackstone in a particular investment, and the relationship with such clients could influence the decisions made by the PE Advisers with respect to such Investments. Blackstone is under no obligation to decline any engagements or investments in order to make an investment opportunity available to the Funds (e.g., investments in a competitor of a client or other person with whom Blackstone has a relationship). The Funds may be required to sell or hold existing Investments as a result of investment banking relationships or other relationships that Blackstone may have or develop, or transactions or investments Blackstone may make or have made.

Outsourcing. The PE Advisers are expected to outsource to third parties several of the services performed for the Funds and/or their Portfolio Entities, including services (such as

administrative, legal, accounting, tax, investment diligence (including sourcing), modeling and ongoing monitoring, preparing internal templates, memos, and similar materials in connection with the PE Advisers' analysis of investment opportunities, or other related services) that can be and/or historically have been performed in-house by the PE Advisers and their personnel. The fees, costs and expenses of such third-party service providers will, when consistent with the Funds' Organizational Documents, be borne by the Funds as Fund expenses, even if the PE Advisers would have borne such amounts if such services had been performed in-house (which, for the avoidance of doubt, would be in addition to any fees borne by the Funds as Fund expenses for similar services performed by the PE Advisers in-house in lieu of or alongside (and/or to supplement or monitor) such third parties, subject to the terms of the Funds' Organizational Documents). Outsourced services include certain services (such as fund administration, transactional legal advice, tax planning and other related services) that will, subject to the terms of the Funds' Organizational Documents, also be provided by the PE Advisers in-house at the Funds' expense. From time to time, the PE Advisers will provide such services alongside (and/or supplement or monitor) a third-party service provider on the same matter or engagement and, in such cases, to the extent the PE Advisers' services are reimbursable under the Funds' Organizational Documents, the overall amount of Fund expenses borne directly or indirectly by the limited partners will be greater than would the case if only the relevant PE Adviser or such third-party provided such services.

The decision to engage a third-party service provider and the terms (including economic terms) of such engagement will be made by the PE Advisers in their discretion, taking into account such factors as they deem relevant under the circumstances. Certain third-party service providers and/or their employees (and/or teams thereof) will dedicate substantially all of their business time to one or more Funds, Other Blackstone Clients, and/or their respective portfolio entities, while others will have other clients. In certain cases, third-party service providers and/or their employees (including part- or full-time secondees to Blackstone) will spend some or all of their time at Blackstone offices, have dedicated office space at Blackstone, have Blackstone-related e-mail addresses, receive administrative support from Blackstone personnel or participate in meetings and events for Blackstone personnel, even though they are not Blackstone employees or affiliates. This creates a conflict of interest because Blackstone will have an incentive to outsource services to third parties due to a number of factors, including because the fees, costs and expenses of such service providers will be borne by the Funds as Fund expenses (with no reduction or offset to management fees) and retaining third parties will reduce the Funds' internal overhead, compensation, benefits and costs for employees who would otherwise perform such services in-house. Such incentives likely exist even with respect to services where internal overhead, compensation, and benefits are chargeable to the Funds.

In general, the involvement of third-party service providers presents a number of risks due to the PE Advisers' reduced control over the functions that are outsourced. In some cases, third-party service providers are permitted to delegate all or a portion of their responsibilities relating to the Funds and/or their Portfolio Entities to other third parties (including to their affiliates). Any such delegation could further reduce the PE Advisers' control over the outsourced functions, and the PE Advisers would lack direct oversight over the party to whom the responsibilities are delegated.

A third-party service provider could face conflicts of interest in carrying out its responsibilities relating to the PE Advisers, the Funds and/or their Portfolio Entities, including (without limitation) in relation to the delegation of such responsibilities to other parties and the allocation of time, attention and resources to the PE Advisers, the Funds and/or their Portfolio Entities, as compared to the service provider's other clients. Third-party service providers could have incentives to carry out their responsibilities in a manner that does not advance the interests of the Funds and/or their Portfolio Entities and often have no fiduciary obligation to act in the best interest of the PE Advisers, the Funds and/or their Portfolio Entities. The PE Advisers has limited visibility into what conflicts of interest a third-party service provider might face and the extent to which any such conflicts impact the service provider's decision-making.

There can be no assurances that the PE Advisers will be able to identify, prevent or mitigate the risks of engaging third-party service providers (including the risk that such third-party service provider or its delegates will not perform the outsourced function with the same degree of skill, competence and efficiency as the PE Advisers would in the absence of an outsourcing arrangement). The Funds could suffer adverse consequences from actions, errors or failures to act by such third parties or their delegates, and will have obligations, including indemnity obligations, and limited recourse against them.

Outsourcing and the use of internal service providers will not occur uniformly for all Blackstone managed vehicles and accounts and accordingly, certain costs could be incurred by (or allocated to) a Fund through the use of third-party (or internal) service providers that are not incurred by (or allocated to) certain other Funds or Other Blackstone Clients for similar services.

The PE Advisers could similarly determine to outsource certain services to Other Blackstone Clients, Portfolio Entities of the Funds and/or Other Blackstone Clients, limited partners of Funds and/or Other Blackstone Clients and affiliates of Blackstone, or to any of their respective related parties. The risks and conflicts described above would similarly apply in such circumstances, and such circumstances would raise additional conflicts. See also "Blackstone Affiliated Service Providers" and "Portfolio Entity Service Providers and Vendors" herein.

Material Non-Public Information. By reason of their responsibilities in connection with other activities of Blackstone and potentially by virtue of their activities outside of Blackstone, certain employees of Blackstone may acquire confidential or material non-public information or be restricted from initiating transactions in certain securities. The Funds will not be free to act upon any such information. Due to these restrictions, the Funds may not be able to initiate a transaction that it otherwise might have initiated and may not be able to purchase or sell an investment that it otherwise might have purchased or sold, which could negatively affect their operations.

Securities and Lending Activities. Blackstone, its affiliates and their related parties and personnel participate in underwriting and lending syndicates and otherwise act as arrangers of financing, including with respect to the public offering and private placement of debt or equity securities issued by, and loan proceeds borrowed by, the Funds and their Portfolio Entities or advising on such transactions. Underwritings and financings can be on a firm commitment basis or on an uncommitted, or “best efforts,” basis, and the underwriting or financing parties are under no duty to provide any commitment unless specifically set forth in the relevant contract. Blackstone can also be expected to provide, either alone or alongside third parties performing similar services, placement, financial advisory or other similar services to purchasers or sellers of securities (including in connection with primary offerings, secondary transactions and/or transactions involving special purpose acquisition companies), including loans or instruments issued by Portfolio Entities of the Funds and Other Blackstone Clients. Blackstone’s compensation for such services is expected to be paid by the applicable seller (including the Funds (for example, in the case of secondary sales by the Funds) and Portfolio Entities), one or more underwriters or financing parties (including amounts paid by an issuer and reimbursed by one or more underwriters) and/or other transaction parties. A Blackstone broker-dealer will from time to time act as the managing underwriter, a member of the underwriting syndicate or broker for the Funds or their Portfolio Entities, or as dealer, broker or advisor to a counterparty to the Funds or a Portfolio Entity, and purchase securities from or sell securities to the Funds, Other Blackstone Clients or Portfolio Entities of the Funds and Other Blackstone Clients, or advise on such transactions. Blackstone will also from time to time, on behalf of the Funds or their Portfolio Entities, or other parties to a transaction involving the Funds or their Portfolio Entities, effect transactions, including transactions in the secondary markets, that result in commissions or other compensation paid to Blackstone by the Funds or their Portfolio Entities or the counterparty to the transaction, thereby creating a potential conflict of interest. This could include, by way of example, fees and/or commissions for equity syndications to co-investment vehicles. Subject to applicable law, Blackstone will from time to time receive underwriting fees, discounts, placement commissions, loan modification or restructuring fees, servicing fees, capital markets fees, advisory fees (including

capital markets advisory fees), lending arrangement fees, asset/property Management Fees, insurance (including title insurance) fees and consulting fees, monitoring fees, commitment fees, syndication fees, origination fees, organizational fees, operational fees, loan servicing fees and financing and divestment fees (or, in each case, rebates in lieu of any such fees, whether in the form of purchase price discounts or otherwise, even in cases where Blackstone, the Funds, an Other Blackstone Client or their Portfolio Entities are purchasing debt) or other compensation with respect to the foregoing activities, which are not required to be shared with the Funds or the Fund investors, and the Management Fee with respect to a Fund investor generally will not be reduced by such amounts. The PE Advisers have sole discretion to approve the foregoing arrangements if the PE Advisers believe in good faith that such transactions are appropriate for the Funds.

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

When Blackstone serves as underwriter with respect to securities of the Funds or their Portfolio Entities, the Funds and such Portfolio Entities could be subject to a “lock-up” period following the offering under applicable regulations during which time the Funds or their Portfolio Entity would be unable to sell any securities subject to the “lock-up.” This may prejudice the ability of the Funds and their Portfolio Entities to dispose of such securities at an opportune time. (See also “—Related Financing Counterparties” and “—Portfolio Entity Relationships Generally” herein.)

Blackstone employees, including employees of the PE Advisers, are generally permitted to invest in alternative investment funds, venture capital funds, real estate funds, hedge funds or other investment vehicles, including potential competitors of the Funds. The limited partners will not receive any benefit from any such investments.

PJT. On October 1, 2015, Blackstone spun off its financial and strategic advisory services, restructuring and reorganization advisory services, and its Park Hill Group fund placement businesses and combined these businesses with PJT, an independent financial advisory firm founded by Paul J. Taubman. While the combined business operates independently from Blackstone and is not an affiliate thereof, it is expected that there will be substantial overlapping ownership between Blackstone and PJT for a considerable period of time going forward. Therefore, conflicts of interest will arise in connection with transactions between or involving the Funds and their Portfolio Entities on the one hand, and PJT, on the other. The

pre-existing relationship between Blackstone and its former personnel involved in financial and strategic advisory services at PJT, the overlapping ownership and co-investment and other continuing arrangements between PJT and Blackstone can be expected to influence the PE Advisers to select or recommend PJT to perform services for the Funds or their Portfolio Entities, the cost of which will generally be borne directly or indirectly by the Funds and Fund investors. Given that PJT is no longer an affiliate of Blackstone, the PE Advisers and their affiliates are able to cause the Funds and Portfolio Entities to transact with PJT generally without restriction under the Organizational Documents of such Funds, notwithstanding the historical relationship between Blackstone and PJT. (See also “—Service Providers, Vendors and Other Counterparties Generally” herein.) In addition, one or more investment vehicles controlled by Blackstone have been established to facilitate participation in Blackstone’s side-by-side investment program by employees and/or partners of PJT.

Portfolio Entity Relationships Generally. Blackstone, Portfolio Entities of the Funds, including special purpose vehicle Portfolio Entities that may be formed in connection with investments, and Other Blackstone Clients are and will be counterparties or participants in agreements, transactions and other arrangements with the Funds, Other Blackstone Clients and other investment funds managed by Blackstone or other Blackstone affiliates and/or any portfolio entities of the foregoing for the provision of goods and services, purchase and sale of assets and other matters (including information-sharing and/or consulting). In addition, certain Portfolio Entities may be counterparties or participants in agreements, transactions and other arrangements with other Funds Other Blackstone Clients and/or Portfolio Entities or portfolio entities of other Funds and/or Other Blackstone Clients for the provision of goods and services, purchase and sale of assets and other matters (including information-sharing and/or consulting). For example, from time to time, certain Portfolio Entities of the Funds or Other Blackstone Clients will provide or recommend goods or services to Blackstone, the Funds, Other Blackstone Clients, or other Portfolio Entities (including “platform” investments of the Funds and Other Blackstone Clients). As another example, it can also be expected that the management of one or more Portfolio Entities may consult with one another or with one or more portfolio entities of an Other Blackstone Client in respect of seeking its expertise, industry view, or otherwise on a particular topic including but not limited to an asset and/or the purchase and /or sale thereof. Moreover, the Funds and/or an Other Blackstone Client may consult with a Portfolio Entity or a portfolio entity of an Other Blackstone Client as part of the investment diligence for a potential investment by the Funds or such Other Blackstone Client. As a result of or as part of such interactions or otherwise, personnel (including one or more members of the management team) at one Portfolio Entity may transfer to or become employed by another Portfolio Entity (or a portfolio entity of an Other Blackstone Client), the Funds, Blackstone or their respective affiliates (or vice versa). Any such transfer may result in

payments by the entity that such personnel is going to or to the entity such personnel is departing from, without obtaining any consent from the L.P. Advisory Committee, Independent Client Representative or the Fund investors. These agreements, transactions and other arrangements will involve payment of fees and other amounts and/or other benefits to Blackstone, a Blackstone affiliate and/or a Portfolio Entity, none of which will result in any offset to the Management Fees or otherwise be shared with the Funds or any Fund investors, notwithstanding that some of the services provided by a Portfolio Entity are similar in nature to the services provided by the PE Advisers and that certain Portfolio Entities are expected to be special purpose vehicles created by the Funds. Such agreements, transactions and other arrangements will generally be entered into without the consent or direct involvement of any such Fund and/or such Other Blackstone Client or the consent of any L.P. Advisory Committee, Independent Client Representative (if any), Fund investors or such Other Blackstone Client (including, without limitation, in the case of minority investments by the Funds in such Portfolio Entities or the sale of assets from one Portfolio Entity to another). This is because, among other considerations, Portfolio Entities of the Funds and Portfolio Entities of Other Blackstone Clients are not considered affiliates of Blackstone, the Funds or the PE Advisers under the Organizational Documents and therefore are not covered by affiliate transaction restrictions included in the Organizational Documents, and therefore are not covered by the affiliate transaction restrictions included in the Organizational Documents, such as the requirement to obtain consent from an L.P. Advisory Committee in certain circumstances. There can be no assurance that the terms of any such agreement, transaction or other arrangement will be as favorable to such Fund as otherwise would be the case if the counterparty were not related to Blackstone.

In addition, it is possible that certain Portfolio Entities of the Funds or Other Blackstone Clients or entities in which Other Blackstone Clients have an interest will compete with the Funds for one or more investment opportunities. It is also possible that certain Portfolio Entities of the Other Blackstone Clients or entities in which Other Blackstone Clients have an interest will engage in activities that may have adverse consequences on the Funds and/or their Portfolio Entities (including, by way of example only, as a result of laws and regulations of certain jurisdictions (*e.g.*, bankruptcy, environmental, consumer protection and/or labor laws) that may not recognize the segregation of assets and liabilities as between separate entities and may permit recourse against the assets of not just the entity that has incurred the liabilities, but also the other entities that are under common control with, or part of the same economic group as, such entity, which may result in the assets of the Funds and/or their Portfolio Entities being used to satisfy the obligations or liabilities of one or more Other Blackstone Clients, their Portfolio Entities and/or affiliates).

In addition, Portfolio Entities, Blackstone and affiliates of Blackstone may also establish other investment products, vehicles and platforms focusing on specific asset classes or industry sectors that fall within a Fund's investment strategy (such as reinsurance), which may compete with the Funds for investment opportunities (it being understood that such arrangements may give rise to conflicts of interest that may not necessarily be resolved in favor of the Funds).

Further, Portfolio Entities with respect to which PE Advisers or its affiliates elect members to the board of directors will, as a result, subject such directors to fiduciary obligations to make decisions that they believe to be in the best interests of any such Portfolio Entity. Although in most cases the interests of the Fund and any such Portfolio Entity will be aligned, this may not always be the case. This has the potential to create conflicts of interest between the relevant director's obligations to any such Portfolio Entity and its stakeholders, on the one hand, and the interests of the Funds, on the other hand. Although Blackstone will generally seek to minimize the impact of any such conflicts, there can be no assurance they will be resolved favorably for the Funds.

Portfolio Entity Service Providers and Vendors. The Funds, Other Blackstone Clients, Portfolio Entities of each of the foregoing and Blackstone can be expected to engage Portfolio Entities of the Funds and Other Blackstone Clients to provide to other Portfolio Companies, the Funds and Blackstone, services including, without limitation, the following: (a) corporate administrative and support services (including, without limitation, accounts payable, accounts receivable, accounting/audit (e.g., valuation support services), account management (e.g., treasury, customer due diligence), insurance, procurement, placement, brokerage, consulting, cash management, accounts receivable financing, corporate secretarial and executive assistant services, domiciliation, data management, directorship services, finance/budget, human resources (e.g., the onboarding and ongoing development of personnel), communication, public relations and publicity, information technology and software systems support, corporate governance and entity management (e.g., liquidation, dissolution and/or otherwise end of term services), risk management and compliance, internal compliance, know-your-client reviews and refreshes, judicial processes, legal, environmental and/or sustainability due diligence support (e.g., review of asset condition reports, energy consumption), climate accounting services, ESG program management services, engineering services, services related to the sourcing, development and implementation of renewable energy, ESG data collection and reporting services, capital planning services, operational coordination (e.g., coordination with JV partners, third-party service providers), risk management, reporting (e.g., tax, debt, portfolio or other similar topics), tax and treasury, tax analysis and compliance (e.g., CIT and VAT compliance), transfer pricing, internal risk control and valuation services, business intelligence and data science services, fundraising support, legal/business/finance optimization and innovation (including legal invoice automation), and vendor selection; (b) borrowing

management services (including, without limitation, monitoring, restructuring and work-out of performing, sub-performing and non-performing loans, consolidation, cash management, financing management, administrative support, lender relationship management (e.g., coordinating with lender on any ongoing obligations under any relevant borrowing, indebtedness or other credit support (including any required consultation with or reporting to such lender), and whole loan servicing oversight (e.g., collateral management, due diligence and servicing oversight)); (c) operational services including personnel (i.e., general management of day to day operations, including, without limitation, construction management and oversight (such as management of general contractors on capital and energy efficiency projects) and operational coordination (i.e., coordination with JV partners, operating partners, and property managers), planning with respect to portfolio composition (including hold/sell analysis support), ESG-related planning (including data collection, review, support and execution), revenue management support and portfolio and property reporting; and (d) transaction support services (including, without limitation, acquisition support; customer due diligence and related on-boarding; liquidation; reporting; relationship management with brokers, banks and other potential sources of investments; identifying potential investments including development sites and providing diligence and negotiation support to acquire the same, coordinating with investors; assembling relevant information; conducting financial and market analyses and modelling; coordinating closing/post-closing procedures for acquisitions, dispositions and other transactions; marketing and distribution, overseeing brokers, lawyers, accountants and other advisors; working with consultants and third parties to pursue entitlements; providing in-house legal, ESG and accounting services; and assisting with due diligence, preparation of asset improvement feasibilities, site visits, transaction consulting and specification of technical analyses and review of operations and maintenance manuals and statutory documents). Similarly, Blackstone, Other Blackstone Clients and their Portfolio Entities can be expected to engage Portfolio Entities of the Funds to provide some or all of these services.

Some of the services performed by Portfolio Entity service providers could also be performed by a General Partner or its affiliates from time to time and vice versa. Fees paid by a Fund or its Portfolio Entities or value created by other Portfolio Entity service providers or vendors do not offset or reduce the Management Fee payable by the Fund Investors of a Fund and are not otherwise shared with the Fund, unless otherwise required by the Organizational Documents. Furthermore, in certain circumstances, Blackstone can be expected to play a substantial role in overseeing the personnel of Portfolio Entity service providers that provide services to Funds, Other Blackstone Clients and/or their Portfolio Entities on an ongoing basis, including with respect to the selection, hiring, retention and compensation of such personnel. Blackstone has multiple business lines, which may result in competition with a Portfolio Entity for high

performing executive talent and presents actual and potential conflicts of interest. For example, Blackstone may “poach” a Portfolio Entity executive, or such executive may interview with Blackstone during the applicable contractual period with respect to his or her existing position and later be hired by Blackstone after such period. A Portfolio Entity may want to retain such executives or other employees, and regardless, Blackstone is under no obligation to avoid interviewing or hiring such employees. For example, Blackstone expects that certain Portfolio Entity service providers, as described above, with Blackstone’s oversight, will establish a team of personnel to provide support services exclusively to a particular Fund and its Portfolio Entities (and/or other investment funds or accounts managed or controlled by Blackstone).

Portfolio Entities of the Funds and Other Blackstone Clients, some of which can be expected to provide services (including fund administration and other services currently performed in-house by the PE Advisers) to the Funds and their Portfolio Entities, include, without limitation, the following, and may include additional Portfolio Entities that may be formed or acquired in the future:

BTIG. BTIG, LLC (“BTIG”) is a global financial services firm in which certain Blackstone entities own a strategic minority investment. BTIG provides institutional trading, investment banking, research and related brokerage services. BTIG is expected to provide goods and perform services for the Funds, their Portfolio Entities, Other Blackstone Clients and Blackstone.

Optiv. Optiv Security, Inc. is a Portfolio Entity held by certain Other Blackstone Clients that provides a full slate of information security services and solutions. Optiv is expected to provide goods and perform services for the Funds, their Portfolio Entities, Other Blackstone Clients and Blackstone.

Encore. Encore Group (USA) LLC (“Encore”) is a Portfolio Entity held by certain of the Funds that provides outsourced audiovisual services and event production. Encore is expected to perform services for the Funds, their Portfolio Entities, Other Blackstone Clients and Blackstone.

Refinitiv. On October 1, 2018, a consortium led by Blackstone announced that private equity funds managed by Blackstone had completed an acquisition of Thomson Reuters’ Financial & Risk business (“Refinitiv”). On January 29, 2021, Refinitiv was sold to the London Stock Exchange Group (“LSEG”), with Blackstone private equity funds receiving a minority stake in LSEG. Refinitiv operates a pricing service that provides valuation services. Refinitiv is expected to provide goods and perform services for the Funds, their Portfolio Entities, Other Blackstone Clients and Blackstone.

Kryalos. Kryalos is a Portfolio Entity in which certain Other Blackstone Clients have made a minority investment that is an operating partner in certain real estate investments made by Other Blackstone Clients. Kryalos is expected to perform services for the Funds, their Portfolio Entities, Other Blackstone Clients and Blackstone.

Peridot Financial Services (“Peridot”) and Global Supply Chain Finance (“GSCF”). Peridot and GSCF are Portfolio Entities of certain Other Blackstone Clients that provide supply chain financing and accounts receivable services globally. Peridot and GSCF are expected to perform services for the Funds, their Portfolio Entities, Other Blackstone Clients and Blackstone.

RE Tech Advisors (“RE Tech”). RE Tech is a Portfolio Entity of certain of the Funds that is an energy audit / consulting firm that identifies and implements energy efficiency programs, calculates return on investment and tracks performance post-completion. RE Tech is expected to perform services for the Funds, their Portfolio Entities and Other Blackstone Clients and Blackstone.

Legence (fka Therma Holdings) (“Legence”). Legence is a Portfolio Entity of certain of the Funds that provides carbon reduction and energy management services. Legence is expected to perform services for the Funds, their Portfolio Entities, Other Blackstone Clients and Blackstone.

Ontra (fka InCloudCounsel). Ontra is a Portfolio Entity of certain Other Blackstone Clients that provides a contract automation and intelligence platform that utilizes artificial intelligence and a network of attorneys to support processing of routine contracts and tracking of obligations in complex agreements. Ontra is expected to perform services for the Funds, their Portfolio Entities, Other Blackstone Clients and Blackstone.

Sphera. Sphera is a Portfolio Entity of certain of the Funds that provides environmental, health and safety and ESG software services and data. Sphera is expected to perform services for the Funds, their Portfolio Entities, Other Blackstone Clients and Blackstone.

ASK Investment Management (“ASK”). ASK is a Portfolio Entity of certain of the Funds that provides investment management services. ASK is expected to perform placement agent services for the Funds and placement agent or other services for the Funds’ Portfolio Entities, Other Blackstone Clients and Blackstone. See also “—Placement Agents” herein.

CoreTrust. On September 30, 2022, BCP VIII and certain related entities closed the previously announced acquisition of a majority interest in CoreTrust (the “CoreTrust Acquisition”), a group purchasing organization that provides purchasing services to member companies, which includes Portfolio Entities owned, in whole or in part, by certain Blackstone-managed funds. CoreTrust is expected to provide group purchasing services to the Funds, their Portfolio

Entities, Other Blackstone Clients and Blackstone. Generally, CoreTrust generates revenue from vendors based on a percentage of the amount of products or services purchased by its member companies and benefit plans maintained by its member companies. Historically, CoreTrust has shared a portion of the revenue generated through purchases made by Blackstone Portfolio Entities and also paid Blackstone a consulting fee. Blackstone stopped accepting such revenue sharing arrangements and consulting fee upon the closing of the CoreTrust Acquisition. However, Blackstone can in its sole discretion reinstitute such or similar revenue sharing arrangements with CoreTrust in the future.

In addition, prior to the CoreTrust Acquisition, CoreTrust generated revenue in respect of certain Portfolio Entities (the “Applicable Portfolio Entities”) from certain health and welfare benefit plan-related vendors (the “Applicable Vendors”). For legal and regulatory reasons, following the CoreTrust Acquisition, CoreTrust is limited in its ability to generate revenue from the Applicable Vendors in respect of Portfolio Entities’ health benefit plans based on a percentage of the amount of products or services purchased by such plans. As a result, for Applicable Portfolio Entities and other Portfolio Entities that become CoreTrust members, CoreTrust intends to rebate all revenue received from Applicable Vendors to each such Portfolio Entity’s applicable benefit plan. CoreTrust also intends to enter into with each applicable Portfolio Entity (and with other Portfolio Entities that become CoreTrust members) a separate agreement that will include the payment of an access fee in return for allowing such Portfolio Entities to use the goods and services provided by the Applicable Vendors through CoreTrust. The amount of the access fee will generally be determined either as a percentage of total company revenues or as a fixed fee (in each case subject to periodic review by CoreTrust and the applicable Portfolio Entity) and it is possible the access fee will not be subject to benchmarking. The access fee could be greater or less than the amount of the revenue that CoreTrust previously generated from Applicable Vendors.

Geosyntec. Geosyntec is a Portfolio Entity of certain of the Funds that provides environmental engineering, design and consulting services. Geosyntec is expected to perform services for the Funds, their Portfolio Entities, Other Blackstone Clients and Blackstone.

In addition, in the event of the disposition of a Portfolio Entity (whether by way of transfer to the Funds, an Other Blackstone Client, a Portfolio entity of the foregoing or Blackstone (as described above) or by way of a sale to a third party), such Portfolio Entity may continue to provide some or all of the services described herein to the Funds, Other Blackstone Clients, Portfolio Entities of the foregoing or Blackstone, as applicable, even for a substantial period of time following such disposition.

The Funds and/or Portfolio Entities are currently engaged or expected to engage with relevant businesses owned by Blackstone and/or Other Blackstone Clients that provide energy

procurement, advisory, consulting and/or other services related to ESG activities (including without limitation those related to establishment, implementation, assessment, attestation, monitoring and measurement of ESG-related programs, processes, initiatives and improvements) (such businesses, collectively, “BX Energy Portcos”). The Funds may make use of BX Energy Portcos in order to support the Funds’ aim of maximizing risk-adjusted returns on investments. In particular, BX Energy Portcos are expected to provide (i) energy advisory services, including energy procurement strategy and contract support; (ii) energy brokering, procurement and power marketing, including purchases of energy on behalf of Portfolio Entities through a retail energy marketer or as a broker; (iii) renewable or other low-carbon energy procurement, including purchases of renewable energy and/or investment in renewable energy projects; (iv) bill management, including bill pay support, which may include paying of bills, checking for billing errors and tariff negotiation and (v) data and emissions inventories, including managing energy data and calculating emissions from energy purchases.

Blackstone and Other Blackstone Clients could benefit from these transactions and activities through current income and creation of enterprise value in BX Energy Portcos’s businesses. Although Blackstone believes the services provided by BX Energy Portcos are equal to or better than those of third parties, Blackstone directly benefits from the engagement of BX Energy Portcos, and there is therefore an inherent conflict of interest. In addition, there can be no assurances that the engagement of BX Energy Portcos by the Funds and/or Portfolio Entities will positively impact the financial or ESG-related performance of the Funds or Portfolio Entities.

There may be instances where current and former employees of Other Blackstone Clients’ Portfolio Entities are seconded to or temporarily hired by the Funds’ Portfolio Entities or, at times, the Funds’ Investments directly. Such secondments or temporary hiring of current and former employees of Other Blackstone Clients’ Portfolio Entities by the Funds’ Portfolio Entities (or its Investments) may result in a potential conflict of interest between the Funds’ Portfolio Entities and those of such Other Blackstone Clients. The costs of such employees are expected to be borne by the Funds or their relevant Portfolio Entities, as applicable, and the fees paid by the Funds or such Portfolio Entities to, other Portfolio Entity service providers or vendors do not offset or reduce the Management Fee.

The Funds and their Portfolio Entities will compensate one or more of these service providers and vendors owned by the Funds or Other Blackstone Clients, including through incentive-based compensation payable to their management teams and other related parties. Some of these service providers and vendors owned by the Funds or Other Blackstone Clients will charge the Funds and their Portfolio Entities for goods and services at rates generally consistent with those available in the market for similar goods and services. The discussion

regarding the determination of market rates under “—Blackstone Affiliated Service Providers” herein applies equally in respect of the fees and expenses of the Portfolio Entity service providers, if charged at rates generally consistent with those available in the market. Other service providers and vendors owned and/or controlled by the Funds or Other Blackstone Clients pass through expenses on a cost reimbursement, no-profit, revenue, purchase and sale price, capital spend or break-even basis (even if third party customers or clients are charged on a different basis), which break-even point may occur over a period of time such that such service provider or vendor may realize a profit in a given year which would be expected to be applied towards the costs in subsequent periods. In such cases costs and expenses directly associated with work performed for the benefit of the Funds and their Portfolio Entities to them, along with any related tax costs and an allocation of the service provider’s overhead, including any of the following: salaries, wages, benefits and travel expenses; marketing and advertising fees and expenses; legal, compliance, accounting and other professional fees and disbursements; office space, furniture and fixtures (including, without limitation, rent and refurbishment costs and office space) and equipment; insurance premiums; technology expenditures (including hardware and software costs and servicing costs and upgrades related thereto); costs to engage recruitment firms to hire employees; due diligence expenses; one-time costs, including costs related to building-out, expanding and winding-down a Portfolio Entity; costs that are of a limited duration or non-recurring (such as start-up or technology build-up costs, initial technology and systems implementation costs, employee on-boarding, ongoing training and severance payments, and IPO-readiness and other infrastructure costs); taxes and/or liabilities determined by Blackstone based on applicable marginal tax rates; and other operating, establishment, expansion and capital expenditures (including financing and interest thereon). The foregoing costs, although allocated in a particular period, will, in certain circumstances, relate to activities occurring outside the period (including in prior periods, such as where any such costs are amortized over an extended period), and further will, in certain circumstances, be of a general and administrative nature that is not specifically related to particular services, and therefore the Funds could, to the fullest extent permitted by applicable law, pay more than their pro rata portion of fees for services. In addition, in certain circumstances, the PE Adviser also relies on the management team of a Portfolio Entity with respect to the determination of costs and expenses and allocation thereof and does not oversee or participate in such determinations or allocations. Moreover, to the extent a Portfolio Entity uses an allocated cost model with respect to fees, costs and expenses, such fees, costs and expenses are typically estimated and/or accrued quarterly (or on another regular periodic basis) but not finalized until year-end and as a result, such year-end true-up is subject to fluctuation and increases such that for a given year, the year-end cumulative amount with respect to fees, costs and expenses may be greater than the sum of the quarterly estimates and/or accruals (or other periodic estimates and/or accruals

where applicable) and therefore the Funds could bear more fees, costs and expenses at year-end than had been anticipated throughout the year. The allocation of overhead among the entities and assets to which services are provided can be expected to be based on any of a number of different methodologies, including, without limitation, “cost” basis as described above, “time-allocation” basis, “per unit” basis, “per square footage” basis or “fixed percentage” basis, and the particular methodology used to allocate such overhead among the entities and assets to which services are provided are expected to vary depending on the types of services provided and the applicable asset class involved and could, in certain circumstances, change from one period to another. There can be no assurance that a different manner of allocation would result in the Funds and their Portfolio Entities bearing less or more costs and expenses. In addition, a Portfolio Entity that uses a “cost” basis methodology may, in certain circumstances, change its allocation methodology, for example, to charging a flat fee for a particular service or instance (or vice versa), with respect to one and not all of its customers or clients, including the Funds and their Portfolio Entities, or to another methodology described herein or otherwise, and such changes may increase or reduce the amounts received by such Portfolio Entities for the same services, and Fund investors will not necessarily be entitled to receive notice or disclosure of such changes in allocation methodology. In certain instances, particularly where such service providers and vendors are located outside of the U.S., such service providers and vendors will charge the Funds and their Portfolio Entities for goods and services at cost plus a percentage of cost for transfer pricing or other tax, legal, regulatory, accounting or other reasons or even decide to amortize any costs or expenses to address accounting or operational considerations. Further, the Funds and their Portfolio Entities will compensate one or more of these service providers and vendors owned by the Funds or Other Blackstone Clients through incentive-based compensation payable to their management teams and other related parties. The incentive-based compensation paid with respect to a Portfolio Entity or asset of a Fund or Other Blackstone Clients will vary from the incentive-based compensation paid with respect to other Portfolio Entities and assets of such Fund and Other Blackstone Clients and is expected to vary from those charged to third-party customers or clients of such service provider or vendor; as a result the management team or other related parties can be expected to have greater incentives with respect to certain assets and Portfolio Entities relative to others, and the performance of certain assets and Portfolio Entities may provide incentives to retain management that also service other assets and Portfolio Entities. Blackstone is not expected to perform or obtain any benchmarking analysis or third-party verification of expenses with respect to services provided on a cost reimbursement, no profit, revenue, purchase and sale price, capital spend or break even basis, or in respect of incentive-based compensation, and the Management Fee will not be offset by such amounts. There can be no assurance that amounts charged by Portfolio Entity service providers that are not controlled by the Funds or Other Blackstone Clients will be consistent with market rates or

that any benchmarking, verification or other analysis will be performed with respect to such charges. In addition, while it is expected that the Funds or Other Blackstone Clients will engage in long-term or recurring contracts with Portfolio Entity service providers, it can be expected that the PE Advisers will not seek to benchmark or otherwise renegotiate the original fee arrangement for a significant period of time. In addition, neither the PE Advisers nor Blackstone is required to perform or obtain benchmarking analysis of expenses with respect to non-recurring contracts with Portfolio Entity service providers. With respect to any benchmarking performed, the related benchmarking expenses will be borne by the Funds, Other Blackstone Clients and their respective Portfolio Entities and will not offset the management fee.

In certain circumstances, the Funds and Other Blackstone Clients will enter into fee arrangements with Portfolio Entity service providers (including instances where the fee is a cost-plus fee, i.e., is structured as the cost of services plus a fixed percentage). Where Portfolio Entity service providers have entered into such fee arrangements, there may be situations where the Portfolio Entity service provider's tax liabilities that are associated with the income received from the Funds and/or Other Blackstone Clients could be passed along to the Funds such that the Funds would ultimately be responsible for bearing such expenses. Accordingly, the PE Advisor may have an incentive to structure its fee arrangements with Portfolio Entity service providers in such a manner where the Funds or an Other Blackstone Client may bear all or a portion of such Portfolio Entity service providers tax liabilities. As further noted above, no fees charged by these service providers and vendors in the fee arrangement discussed in this paragraph will offset or reduce Management Fees, unless otherwise required by the Organizational Documents.

A Portfolio Entity service provider will, in certain circumstances, subcontract certain of its responsibilities to other Portfolio Entities of the Funds and Other Blackstone Clients. In such circumstances, the relevant subcontractor could invoice the Portfolio Entity for fees (or in the case of a cost reimbursement arrangement, for allocable costs and expenses) in respect of the services provided by the subcontractor. The Portfolio Entity, if charging on a cost reimbursement, no-profit, revenue, purchase and sale price, capital spend or break-even basis, would in turn allocate those costs and expenses as it allocates other fees and expenses as described above. Similarly, Other Blackstone Clients, their Portfolio Entities and Blackstone can be expected to engage Portfolio Entities of the Funds to provide services, and these Portfolio Entities will generally charge for services in the same manner described above, but the Funds and their Portfolio Entities generally will not be reimbursed for any costs (such as start-up costs or technology build-up costs) relating to such Portfolio Entities incurred prior to such engagement.

Portfolio Entity service providers described in this section are generally owned and/or controlled by one or more Blackstone funds, such as the Funds and Other Blackstone Clients. In certain instances, a similar company could be owned and controlled by Blackstone directly. Blackstone could cause a transfer of ownership of one of these service providers (or the employees, leases, contracts or office assets of one service provider to another service provider) from the Funds to an Other Blackstone Client, or from an Other Blackstone Client to the Funds.

The transfer of a Portfolio Entity service provider (or the employees, leases, contracts or office assets of such service provider) between the Funds, other Funds and/or Other Blackstone Clients (where the Funds may be, directly or indirectly, a seller or a buyer in any such transfer) may be consummated for minimal or no consideration, and without obtaining any consent from any L.P. Advisory Committee, any Independent Client Representative or the Fund investors. The PE Advisers may, but are not required to, obtain a third-party valuation confirming the same, and if they do, the PE Advisers may rely on such valuation. Portfolio entities of the Funds and Other Blackstone Clients are not considered “affiliates” of Blackstone, the PE Advisers or the Funds under the Organizational Documents and therefore are not covered by the affiliate transaction restrictions included in the Organizational Documents, such as the requirement to obtain consent from the L.P. Advisory Committee in certain circumstances.

In the case of Investments involving a “platform company,” a Fund will from time to time enter into an arrangement with one or more individuals (who may have experience or capability in sourcing and/or managing investments) to undertake a build-up strategy to acquire and develop assets and businesses in a particular sector or involving a particular strategy. The counterpart individuals may be compensated with a salary and/or equity incentive plan. Such compensation may take the form of a management fee and/or profits allocation (whether paid directly to such individuals and/or to an affiliated entity controlled by such individuals), which may be calculated as a percentage of assets under management and/or a waterfall similar to a carried interest, respectively, and which will not be subject to the management fee offset. The professionals at such platform company, which in certain circumstances may include former employees or current or former senior advisors or consultants to the PE Advisers, their affiliates and/or management of Portfolio Entities of Other Blackstone Clients, can be expected to undertake analysis and evaluation of potential investment and acquisition opportunities for such platform company. In such circumstances, the Funds would initially invest capital to fund a portion of the overhead (including rent, benefits, salary or retainers for the counterpart individuals and/or their affiliated entity) and sourcing costs for such investments. Although the PE Advisers are generally responsible under the Organizational Documents for certain overhead expenses and investment analysis associated with sourcing and managing

investments, as well as compensation costs of investment professionals, the Funds (and indirectly the Fund investors), and not solely the PE Advisers, will bear some or all of the costs of such platform companies including costs related to overhead and the sourcing and analysis of investments, as well as compensation for the related counterparties, for any such platform companies.

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

or create service providers and vendors to realize on these opportunities. Furthermore, Blackstone will from time to time encourage third-party service providers to a Fund and its Portfolio Entities to use other Blackstone-affiliated service providers and vendors in connection with the business of a Fund, Portfolio Entities, and unaffiliated entities, and Blackstone has an incentive to use third-party services providers who do so as a result of the indirect benefit to Blackstone and additional business for the related service providers and vendors. Fees paid by the Funds or their Portfolio Entities to or value created in these service providers and vendors do not offset or reduce the Management Fee payable by the Fund investors and are not otherwise shared with the Funds unless required by the Organizational Documents. In the case of brokers, Blackstone has a best execution policy that it updates from time to time to comply with regulatory requirements in applicable jurisdictions.

Blackstone has a practice of not entering into any arrangements with advisors, vendors or service providers that provide lower rates or discounts to Blackstone itself compared to those available to the Funds and their Portfolio Entities for the same services. However, legal fees for unconsummated transactions are often charged at a discounted rate, such that if the Funds and their Portfolio Entities consummate a higher percentage of transactions with a particular law firm than Blackstone, the Funds, Other Blackstone Clients and their Portfolio Entities, the Fund investors could indirectly pay a higher net effective rate for the services of that law firm than Blackstone, the Funds or Other Blackstone Clients or their Portfolio Entities. Also, advisors, vendors and service providers often charge different rates or have different arrangements for different types of services. For example, advisors, vendors and service providers often charge fees based on the complexity of the matter as well as the expertise and time required to handle it. Therefore, to the extent the types of services used by the Funds or their Portfolio Entities are different from those used by Blackstone, Other Blackstone Clients and their Portfolio Entities, and their affiliates and personnel, the Funds and their Portfolio Entities can be expected to pay different amounts or rates than those paid by such other persons. Similarly, Blackstone, the Funds, the Other Blackstone Clients and their Portfolio Entities and affiliates can be expected to enter into agreements or other arrangements with vendors and other similar counterparties (whether such counterparties are affiliated or unaffiliated with Blackstone) from time to time whereby such counterparty will, in certain circumstances, charge lower rates (or no fee) or provide discounts or rebates for such counterparty's products and/or services depending on certain factors, including without limitation the volume of transactions entered into with such counterparty by Blackstone, the Funds and their investments and/or Portfolio Entities in the aggregate or other factors, which may include early adoption, timing and other similar reasons. See also “—Group Procurement; Discounts” and “—Multiple Blackstone Business Lines” herein.

The Funds, Other Blackstone Clients and their Portfolio Entities are expected to enter into joint ventures with third parties to which the service providers and vendors described above will, in certain circumstances, provide services. In some of these cases, the third-party joint venture partner may negotiate to not pay its pro rata share of fees, costs and expenses to be allocated as described above, in which case the Funds, Other Blackstone Clients and their Portfolio Entities that also use the services of the Portfolio Entity service provider will, directly or indirectly, pay the difference, or the Portfolio Entity service provider will bear a loss equal to the difference. Moreover, in certain circumstances, the joint venture partner may be allocated fees, costs and expenses pursuant to a different methodology than a Portfolio Entity service provider's standard allocation methodology, which could result in the Funds or their Portfolio Entities being allocated more fees, costs and expenses than they would otherwise be allocated solely pursuant to such standard allocation methodology.

Blackstone may, from time to time, encourage service providers to the Funds and their Portfolio Entities' investments to use, at market rates and/or on arm's length terms, Blackstone-affiliated service providers in connection with the business of the Funds, Portfolio Entities, and unaffiliated entities. This practice provides an indirect benefit to Blackstone in the form of added business for Blackstone-affiliated service providers.

Certain Portfolio Entities (including platform investments) that provide services to the Funds, Other Blackstone Clients and/or Portfolio Entities or assets of the Funds and/or Other Blackstone Clients may be transferred between and among the Funds and/or Other Blackstone Clients (where a Fund may be a seller or a buyer in any such transfer) for minimal or no consideration (based on a third-party valuation confirming the same) and without the approval of any L.P. Advisory Committee, the Independent Client Representative (if any) and/or the limited partners (or Independent Client Representative (if any)) of the Funds. Such transfers could give rise to actual or potential conflicts of interest for the PE Advisers.

With respect to transactions or agreements with Portfolio Entities (including, for the avoidance of doubt, long-term incentive plans), if unrelated officers of a Portfolio Entity have not yet been appointed, Blackstone may negotiate and execute agreements between Blackstone and/or the Funds on the one hand, and the Portfolio Entity or its affiliates, on the other hand, which could entail a conflict of interest in relation to efforts to enter into terms that are arm's length. Among the measures Blackstone may use to mitigate such conflicts is to involve outside counsel to review and advise on such agreements and provide insights into commercially reasonable terms.

Charitable and Political Contributions. To the extent permitted by applicable law, the General Partners may, from time to time, require, cause or invite the Funds and/or a Portfolio Entity to

make contributions to charitable initiatives, certain communities and/or related organizations or other non-profit organizations that the General Partners believe could, directly or indirectly, enhance the value of the Funds' investments, assist in completing an acquisition of a Portfolio Entity or other transaction (whether or not documented at the time of such acquisition or transaction) or otherwise serve a business purpose for, or be beneficial to, the Funds or their Portfolio Entities. Such contributions could be designed to benefit employees of a Portfolio Entity, the community in which a Portfolio Entity operates or a charitable cause essential to, or consistent with, the business purpose of a Portfolio Entity. In certain instances, such charitable initiatives could be sponsored by, affiliated with or related to current or former employees of Blackstone, Portfolio Entity management teams, advisors, service providers, vendors, joint venture partners, and/or other persons or organizations associated with Blackstone, the Funds, Other Blackstone Clients or the Portfolio Entities. These relationships could influence the General Partners' decision whether to require, cause or invite the Funds or the Portfolio Entities to make charitable contributions. Further, from time to time, such charitable contributions by the Funds or the Portfolio Entities could supplement or replace charitable contributions that Blackstone would have otherwise made. Also, in certain instances, the General Partners may, from time to time, select a service provider or other counterparty to the Funds or their investments based, in part, on the charitable initiatives of such person where the General Partners believe such charitable initiatives could, directly or indirectly, enhance the value of the Funds' investments or otherwise be beneficial to the Portfolio Entities.

A Portfolio Entity and/or, less commonly, the Funds on behalf of a Portfolio Entity may, in the ordinary course of its business, make political contributions to elected officials, candidates for elected office or political organizations, hire lobbyists or engage in other permissible political activities in U.S. or non-U.S. jurisdictions with the intent of furthering its business interests or otherwise. Portfolio Entities are not considered affiliates of the Sponsor (and in some cases are not controlled by the Sponsor), and therefore such activities are not subject to relevant policies of the General Partners and such activities may be undertaken by a Portfolio Entity without the knowledge or direction of the General Partners. In other circumstances, there may be initiatives where such activities are coordinated by Blackstone for the benefit of one or more Portfolio Entities. In certain circumstances, the interests of such Portfolio Entities (which such activities are designed to promote) may not align with or be adverse to the interests of other Portfolio Entities, the Funds, Other Blackstone Clients or the Fund investors. The costs of such activities may be allocated among those Portfolio Entities (and borne indirectly by the Fund Investors). While the costs of such activities will typically be borne by the Portfolio Entity (and indirectly the Funds) undertaking such activities, such activities could also directly or indirectly benefit other Portfolio Entities, other investments, Other Blackstone Clients or Blackstone, which may not be required to bear a share of such costs. There can be no

assurance that any such activities will be successful in advancing the interests of a Portfolio Entity or otherwise benefit such Portfolio Entity or the Funds.

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

Blackstone Affiliated Service Providers. In addition to the service providers (including Portfolio Entity service providers) and vendors described above, the Funds and their Portfolio Entities will engage in transactions with one or more businesses that are owned or controlled by Blackstone directly, not through one of its funds, including the businesses described below. These businesses will, in certain circumstances, also enter into transactions with other counterparties of the Funds and their Portfolio Entities, as well as service providers, vendors and the Fund investors. Blackstone could benefit from these transactions and activities through current income and creation of enterprise value in these businesses. No fees charged by these service providers and vendors will offset or reduce Management Fees, unless otherwise required by the Organizational Documents. Furthermore, Blackstone, the Funds, the Other Blackstone Clients and their Portfolio Entities and their affiliates and related parties will use the services of these Blackstone affiliates, including at different rates. Although Blackstone believes the services provided by its affiliates are equal to or better than those of third parties, Blackstone directly benefits from the engagement of these affiliates, and there is therefore an inherent conflict of interest.

Blackstone-affiliated service providers and vendors include, without limitation:

- *Blackstone Capital Markets.* Blackstone Capital Markets is a Blackstone affiliate that Blackstone, the Funds and their Portfolio Entities, Other Blackstone Clients and their portfolio entities and third parties will, in certain circumstances, engage for debt and equity financings and to provide other investment banking, brokerage, investment advisory or other services.
- *BX Fund Services Luxembourg.* BX Fund Services Luxembourg, f/k/a BCP / BTO Management ("BX Fund Services Luxembourg") is a Luxembourg-based company established in 2012 to centralize various resources supporting the maintenance and day-to-day management and administration of certain holding companies controlled by certain of the Funds and Other Blackstone Clients. BX Fund Services Luxembourg is entirely owned by certain Other Blackstone Clients. In certain cases, the Funds which

use BX Fund Services Luxembourg's services will contribute capital to fund the costs of BX Fund Services Luxembourg. Key service functions provided by BX Fund Services Luxembourg include domiciliation, accounting, regulatory and tax reporting and compliance. All costs associated with BX Fund Services Luxembourg's services and operations (including any BX Fund Services Luxembourg employee compensation and other general overhead) will be ultimately borne by the Funds and Other Blackstone Clients that own or use BX Fund Services Luxembourg. These shared costs are intended to be allocated and charged on a cost sharing basis to the individual fund related entities utilizing the services of BX Fund Services Luxembourg based on the type and level of services provided and could include a mark-up, though BX Fund Services Luxembourg is generally intended to operate on a nominal profit basis. The General Partners endeavor to allocate fees and expenses associated with BX Fund Services Luxembourg fairly and equitably, which allocation involves certain methodologies based on actual data pertaining to the services provided. The General Partners believe that these methodologies result in a fair and equitable allocation of expenses. To the extent ownership of BX Fund Services Luxembourg is transferred between the Funds and Other Blackstone Clients, such transfer will generally be consummated for minimal or no consideration, and without obtaining any consent from any L.P. Advisory Committee, Independent Client Representative (if any) and/or the Fund investors or Independent Client Representatives (if any).

- *Revantage*. Revantage is a portfolio company of certain Other Blackstone Clients that provides corporate support services, including, without limitation, accounting, legal, tax, treasury, information technology, human resources, operational and management services. Revantage is expected to perform services for the Funds, their Portfolio Entities, Other Blackstone Clients and Blackstone. Certain Portfolio Entities are required to obtain certain services from Revantage due to firm-wide or fund-wide or other reasons (including the PE Advisers' policies and procedures). Such required services can be expected to include data collection programs, IT security, fund accounting, fund accounting reporting, acquisition onboarding, offboarding of investments, certain valuation reporting, tax reporting and compliance, distribution support, transaction and enterprise risk management, digital asset management, acquisition and disposition program management, certain ESG support services, and office services. The PE Advisers recommend certain services from Revantage to Portfolio Entities where such services are accretive in value or offer proven scale to such Portfolio Entities. Such recommended services can be expected to include human resource administration, IT infrastructure services, investment accounting and reporting services, promote administration, loan origination assistance, and invoice and claims management

services. Revantage also offers Portfolio Entities “opt-in” services which are services that certain Portfolio Entities could find valuable and helpful to their infrastructure, whereas certain other Portfolio Entities could already perform such services in-house or have otherwise established policies and procedures for such services (or similar services) such that they decide not to “opt-in” to this category of Revantage’s services. Such services include portfolio company and investment level analytics services, talent acquisition services, financial planning and analysis for portfolio companies, tax advice and administration for portfolio entities, debt, litigation management services, business continuity assistance, and project management services.

- *Aquicore*. Aquicore is a cloud-based platform that tracks, analyzes and predicts key metrics in real estate with a focus on the reduction of energy consumption. Blackstone holds a minority investment in Aquicore.
- *Equity Healthcare*. Equity Healthcare LLC (“Equity Healthcare”) is a Blackstone affiliate that negotiates with providers of standard administrative services and insurance carriers for health benefit plans and other related services for cost discounts, quality of service monitoring, data services and clinical consulting. Because of the combined purchasing power of its client participants, which include unaffiliated third parties, Equity Healthcare is able to negotiate pricing terms that are believed to be more favorable than those that the Portfolio Entities could obtain for themselves on an individual basis. The fees received by Equity Healthcare in connection with such services provided to investments will not offset the Management Fee payable by the limited partners.
- *LNLS*. Lexington National Land Services (“LNLS”) is a Blackstone affiliate that (i) acts as a title agent in facilitating and issuing title insurance, (ii) provides title support services for title insurance underwriters, (iii) in certain circumstances, provides courtesy title settlement services and (iv) acts as escrow agent in connection with investments by the Funds, Other Blackstone Clients and their Portfolio Entities, affiliates and related parties, and third parties including, from time to time, Blackstone’s borrowers. In exchange for such services, LNLS earns fees which would have otherwise been paid to third parties. If LNLS is involved in a transaction in which the Funds participate, Blackstone will benchmark the relevant costs to the extent market data is available except when LNLS is providing such services in a state where the insurance premium or escrow fee, as applicable, is regulated by the state or when LNLS is part of a syndicate of title insurance companies where the insurance premium is negotiated by other title insurance underwriters or their agents.

- *Hipgnosis*. Hipgnosis Song Management Limited (“HSM”), formerly The Family (Music) Limited is a Blackstone affiliate that is expected to provide asset management and advisory solutions for investments in the music space, including for investments by the Funds, Other Blackstone Clients, their Portfolio Entities, affiliates and related parties (whether now in existence or subsequently established) and third parties. The asset management services provided by HSM with respect to such investments can be expected to include, without limitation, evaluating, advising and conducting due diligence on possible investment opportunities in music assets, continually monitoring and reporting on music assets, identifying and evaluating opportunities for realizing value from music assets, making refinancing and/or divestment recommendations and other related services. In exchange for such services, HSM earns fees, including through incentive-based compensation payable to their management team. The fees, compensation and other amounts received by HSM in connection with such services provided to investments will not offset the management fee payable by limited partners. As a result of the foregoing and Blackstone’s partial ownership of HSM, there is an incentive for the PE Advisers to participate in and pursue more music-related transactions, due to the prospect of HSM earning such fees, and there is an incentive to engage HSM because the fees, costs and expenses of such services will be borne by the Funds as Fund expenses (with no reduction or offset to management fees with respect to certain Funds) and will reduce the PE Advisers’ internal overhead and compensation costs for employees who would otherwise perform such services. As a result, while Blackstone believes that HSM will provide services equal to or better than those provided by third parties, there is an inherent conflict of interest that gives Blackstone incentive to pursue music-related transactions and engage HSM to perform such services.

Some of the services performed by Blackstone-affiliated service providers could also be performed by Blackstone from time to time and vice versa. Fees paid by the Funds or its Portfolio Entities to or value created in Blackstone-affiliated service providers or vendors do not offset or reduce the Management Fee payable by the Fund investors of the Funds and are not otherwise shared with the Funds, unless otherwise required by the Organizational Documents.

In addition, Blackstone acquired a 9.9% interest in the insurance companies formerly comprising American International Group Inc.’s life and retirement business, now known as Corebridge, and in connection therewith has entered into a long-term asset management partnership with certain subsidiaries and/or affiliates of Corebridge to serve as the exclusive external manager with respect to certain asset classes within their investment portfolio, for compensation. Additionally, (i) an Other Blackstone Client fully owns the parent company of

Everlake, with Blackstone owning a 9.9% indirect equity interest in the parent company of Everlake through the Other Blackstone Client and (ii) an Other Blackstone Client fully owns the parent company of Resolution Life, with Blackstone owning a 5.4% indirect equity interest in the parent company of Resolution Life through the Other Blackstone Client. (See also “—Other Blackstone Clients; Allocation of Investment Opportunities” and “Transactions with Clients of Blackstone Insurance” herein.) While Blackstone will not control Corebridge (and Corebridge will not be an “Affiliate” under the Organizational Documents), the aforementioned investments in Corebridge, Everlake and Resolution Life and asset management arrangements may incentivize Blackstone to cause (and Blackstone will benefit indirectly from causing) the Funds and/or their Portfolio Entities to engage Corebridge, Everlake, Resolution Life or their respective affiliates (including American International Group Inc. and its other affiliates and subsidiaries) to provide various services and engage in other transactions and otherwise present conflicts of interests as a result of Blackstone’s interest and relationship therewith.

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

Certain Blackstone-affiliated service providers and their respective personnel will receive a management promote, an incentive fee and other performance-based compensation in respect of investments of the Funds, sales or other transaction volume. Furthermore, Blackstone-affiliated service providers can be expected to charge costs and expenses based on allocable overhead associated with personnel working on relevant matters (including salaries, benefits and other similar expenses).

To the extent the Funds or Other Blackstone Clients engage in a long-term or recurring contract with a Blackstone affiliated service provider, Blackstone may not seek to benchmark or otherwise renegotiate the original fee arrangement for a significant period of time.

Blackstone will make determinations of certain market rates (*i.e.*, rates that fall within a range that Blackstone has determined is reflective of rates in the applicable market and certain similar markets, though not necessarily equal to or lower than the median rate of comparable firms, and, in certain circumstances, is expected to be in the top of the range), based on its consideration of a number of factors, which are generally expected to include Blackstone’s experience with non-affiliated service providers as well as benchmarking data and other methodologies determined by Blackstone to be appropriate under the circumstances. In respect of benchmarking, while Blackstone often obtains benchmarking data regarding the

rates charged or quoted by third parties for services similar to those provided by Blackstone affiliates in the applicable market or certain similar markets, relevant comparisons may not be available for a number of reasons, including, without limitation, as a result of a lack of a substantial market of providers or users of such services or the confidential or bespoke nature of such services (*e.g.*, different assets may receive different services). In addition, benchmarking data is based on general market and broad industry overviews, rather than determined on an asset-by-asset basis. As a result, benchmarking data does not take into account specific characteristics of individual assets then owned or to be acquired by a Fund (such as size or location), or the particular characteristics of services provided. Further, it could be difficult to identify comparable third-party service providers that provide services of a similar scope and scale as the Blackstone-affiliated service providers that are the subject of the benchmarking analysis or to obtain detailed information about pricing of a service comparable to that being provided to the Funds from third-party service providers if such service providers anticipate that Blackstone will not in fact engage their services. For these reasons, such market comparisons may not result in precise market terms for comparable services. Expenses to obtain benchmarking data will be borne by a Fund, Other Blackstone Clients and their respective Portfolio Entities and will not offset the Management Fee. Finally, in certain circumstances Blackstone can be expected to determine that third-party benchmarking is unnecessary, including in circumstances where the price for a particular good or service is mandated by law (*e.g.*, title insurance in rate regulated U.S. states), because in Blackstone's view no comparable service provider offering such good or service (or an insufficient number of comparable service providers for a reasonable comparison) exists or because Blackstone has access to adequate market data (including from third-party clients of the Blackstone-affiliated service provider that is the subject of the benchmarking analysis) to make the determination without reference to third-party benchmarking. For example, in certain circumstances a Blackstone-affiliated service provider or a Portfolio Entity service provider could provide services to third parties, in which case if the rates charged to such third parties are consistent with the rates charged to the Funds, Other Blackstone Clients and their respective Portfolio Entities, then a separate benchmarking analysis of such rates is not expected to be prepared. Some of the services performed by Blackstone-affiliated service providers could also be performed by Blackstone from time to time and vice versa. Fees paid by the Funds or their Portfolio Entities to or value created in Blackstone-affiliated service providers or vendors do not offset or reduce the Management Fee payable by the Fund investors are not otherwise shared by the Funds, unless otherwise required by the Organizational Documents.

In addition, Blackstone's Treasury group currently provides foreign currency exchange ("FX") services to the Funds and Other Blackstone Clients for FX trades under a certain threshold. Based on its current practices (which are subject to change in the future), at the request of the

Funds or an Other Blackstone Client, the Blackstone Treasury group will exchange foreign currencies from Blackstone's own account on behalf of the Funds or such Other Blackstone Client based on the end of day mid-market rate published by Bloomberg on the immediately preceding business day, and does not currently charge any fees for providing such service (apart from the same market-rate bank/wire fees the Funds or such Other Blackstone Client would incur on any FX payment or receipt regardless of counterparty).

Some of the services performed by Blackstone-affiliated service providers could also be performed by Blackstone from time to time and vice versa. Fees paid by the Funds or their Portfolio Entities to or value created in Blackstone-affiliated service providers (including, for the avoidance of doubt, services by BX Energy Portcos) do not offset or reduce the Management Fee payable by the limited partners of the Funds and are not otherwise shared with the Funds, unless otherwise required by the Organizational Documents. Furthermore, in certain circumstances, Blackstone can be expected to play a substantial role in overseeing the personnel of Portfolio Entity service providers that provide services to Funds, Other Blackstone Clients and/or their Portfolio Entities on an ongoing basis, including with respect to the selection, hiring, retention and compensation of such personnel. For example, Blackstone expects that certain Portfolio Entity service providers, as described above, with Blackstone's oversight, will establish a team of personnel to provide support services exclusively to a particular Fund and its Portfolio Entities (and/or other investment funds or accounts managed or controlled by Blackstone).

Restrictive Covenants; Restrictions on Fund Activities. Blackstone, the Funds, Other Blackstone Clients, joint venture partners and/or their respective Portfolio Entities and affiliates can be expected to enter into covenants that restrict or otherwise limit the ability of Blackstone, the Funds, Other Blackstone Clients, joint venture partners and/or their respective Portfolio Entities and affiliates to make investments in, or otherwise engage in, certain businesses or activities. For example, Other Blackstone Clients could have granted exclusivity to a joint venture partner that limits the Funds and Other Blackstone Clients from owning assets within a certain distance of any of the joint venture's assets. Blackstone, the Funds, an Other Blackstone Client, a joint venture partner and/or their respective Portfolio Entities and affiliates could have entered into a non-compete or other undertaking in connection with a purchase, sale or other transaction, including, without limitation, that Blackstone, the Funds, Other Blackstone Clients, joint venture partners and/or their respective Portfolio Entities and affiliates will not make investments or otherwise engage in any business or activity if such investment, business or activity could adversely affect or materially delay obtaining regulatory or other approvals in connection with any such purchase, sale or other transaction. These

types of restrictions may negatively impact the ability of a Fund to implement its investment program. (See also “—Multiple Blackstone Business Lines.”)

Transactions with Clients of Blackstone Insurance. Blackstone Insurance is the business segment of the credit and insurance asset management business unit of Blackstone (“BXCI”) that provides investment advisory services to insurers, including insurance companies that are owned, directly or indirectly, by Blackstone or Other Blackstone Clients, in whole or in part, among others, such as (i) Everlake Life Insurance Company and certain of its affiliates (“Everlake”), (ii) certain subsidiaries of Corebridge Financial, Inc. (“Corebridge”) and (iii) certain subsidiaries of Resolution Life Group Holdings Ltd. (“Resolution Life”). Certain of the insurers for which Blackstone Insurance provides services have been, are, or may be in the future, owned, directly or indirectly, by Blackstone or Other Blackstone Clients, in whole or in part.

Actual or potential conflicts of interest will likely arise in relation to the funds, vehicles or accounts Blackstone Insurance advises or sub-advises, including accounts where an insurer participates in investments directly and there is no separate vehicle controlled by Blackstone (collectively, “Blackstone Insurance Clients”). Blackstone Insurance Clients will engage in a variety of activities, including participating in transactions related to the Funds and/or their Portfolio Entities (e.g., as originators, co-originators, counterparties or otherwise). Moreover, under certain circumstances (e.g., where a Blackstone Insurance Client participates in a transaction directly (and not through a vehicle controlled by Blackstone) and independently consents to participating in a transaction), a Blackstone Insurance Client (or any Other Blackstone Clients participating via a similar arrangement) will not be an “Affiliate” or a “Blackstone Credit and Insurance Fund” under the Organizational Documents nor subject to consent of an L.P. Advisory Committee, in which case any limitations or obligations pursuant to such Organizational Documents with respect to transactions with affiliates, including any required consents of the Funds’ investors or the L.P. Advisory Committee, will not apply. Blackstone Insurance Clients have invested and are expected to continue investing in Other Blackstone Clients and/or the Funds. For greater certainty, any references herein or in the Organizational Documents to Blackstone Credit or Blackstone Credit and Insurance Funds do not include Blackstone Insurance or Blackstone Insurance Clients. Certain Blackstone Insurance Clients may have investment objectives that overlap with those of the Funds or their Portfolio Entities, and such Blackstone Insurance Clients may invest alongside the Funds or such Portfolio Entities in certain investments, which will reduce the investment opportunities otherwise available to the Funds or such Portfolio Entities. Other transactions in which Blackstone Insurance Clients will participate include, without limitation, investments in debt or other securities issued by Other Blackstone Clients or Portfolio Entities or other forms of financing to Other Blackstone Clients or Portfolio Entities (including special purpose vehicles established by the Funds, Other Blackstone Clients or such Portfolio Entities) (see

“—Conflicting Fiduciary Duties to Debt Funds” and “—Investments in Which Other Blackstone Clients Have a Different Principal Investment Generally” herein). When investing alongside the Funds or their Portfolio Entities or in other transactions related to the Funds or their Portfolio Entities, Blackstone Insurance Clients may not invest or divest at the same time or on the same terms as the Funds or the applicable Portfolio Entities. Blackstone Insurance Clients will also from time to time acquire investments and Portfolio Entities directly or indirectly from the Funds, including one or more cash-flow assets (e.g., royalty streams), which may be securitized along with other cash-flow assets. In circumstances where the General Partners determines in good faith that the conflict of interest is mitigated in whole or in part through various measures that Blackstone or the General Partners implement, the General Partners are not required and do not intend to seek approval of the L.P. Advisory Committee or the Funds’ investors. In addition, transactions between the Funds and Blackstone Insurance Clients will generally not require any approval of an L.P. Advisory Committee or the Funds’ investors. In order to seek to mitigate any potential conflicts of interest with respect to such transactions (or other transactions involving Blackstone Insurance Clients), Blackstone may, in its discretion, involve independent members of the board of a Portfolio Entity or a third party stakeholder in the transaction to negotiate price and terms on behalf of the Blackstone Insurance Clients or otherwise cause the Blackstone Insurance Clients to “follow the vote” thereof, and/or cause an independent client representative or other third party to approve the investment or otherwise represent the interests of one or more of the parties to the transaction. In addition, Blackstone or the PE Advisers may limit the percentage interest of the Blackstone Insurance Clients participating in such transaction, or obtain appropriate price quotes or other benchmarks, or, alternatively, a third-party price opinion or other document to support the reasonableness of the price and terms of the transaction. Blackstone Insurance may, but is not required to, from time to time require the applicable Blackstone Insurance Clients participating in a transaction to consent thereto (including in circumstances where the PE Advisers do not seek the consent of an L.P. Advisory Committee or the Funds’ investors). There can be no assurance that any such measures or other measures that may be implemented by Blackstone will be effective at mitigating any actual or potential conflicts of interest.

By executing subscription agreements with respect to the Funds, investors will be deemed to have acknowledged that, from time to time, investment opportunities that are appropriate for the Funds may not be allocated to the Funds in whole or in part and that Other Blackstone Clients, including without limitation the other Private Equity Funds, BEP, the BREP Funds, BXPE, the BTAS Funds, the Blackstone Multi-Strategy Vehicles, the Blackstone Credit and Insurance Funds, the Credit Energy Funds, the BIP Funds, the Growth Equity Funds, the BXLS Funds, the Legacy Clarus Funds, the BAAM Funds (including BSOF, a fund which also participates in investments alongside other sponsors and/or funds), and the Harvest Funds, will from time to

time make or receive priority allocations of certain investments that are appropriate for the Funds and will from time to time participate in investments alongside the Funds. See also “—Co-Investment Opportunities” regarding allocation of co-investment opportunities to limited partners of the Funds, investors in Other Blackstone Clients and other parties with whom Blackstone has a material relationship.

Transactions with Portfolio Entities. Blackstone and Portfolio Entities of the Funds and Other Blackstone Clients operate in multiple industries and provide products and services to or otherwise contract with the Funds and their Portfolio Entities, among others. In connection with any such investment, Blackstone, the Funds and Other Blackstone Clients and their respective Portfolio Entities and personnel and related parties of the foregoing can be expected to make referrals or introductions to the Funds or Portfolio Entities of the Funds or Other Blackstone Clients in an effort, in part, to increase the customer base of such companies or businesses or because such referrals or introductions will, in certain circumstances, result in financial benefits, such as cash payments, additional equity ownership, or participation in revenue share, accruing to the party making the introduction. Furthermore, such introductions or referrals may involve the transfer of certain personnel or employees among Blackstone and Portfolio Entities of the Funds and Other Blackstone Clients which may result in a termination fee or similar payments being due and payable from one such entity to another. In the alternative, Blackstone may form a joint venture (or other business relationship) with such a Portfolio Entity to implement such arrangements, pursuant to which the joint venture or business provides services (including, without limitation, corporate support services, loan management services, management services, operational services, ongoing account services (e.g., interacting and coordinating with banks generally and with regard to any related “know-your-client” requirements), risk management services, data management services, consulting services, brokerage services, sustainability and clean energy consulting services, insurance procurement, placement, brokerage and consulting services, and other services) to such Portfolio Entities that are referred to the joint venture or business by Blackstone. Such referrals may be made by Blackstone in an effort, in part, to increase the customer base of such companies or businesses (and therefore the value of the investment held by the Funds or Other Blackstone Clients) or because such referrals or introductions will, in certain circumstances, result in financial benefits, such as cash payments, additional equity ownership, or participation in revenue share and/or milestones benefitting the referring or introducing party that are tied or related to participation by the Portfolio Entities of the Funds and/or of Other Blackstone Clients, accruing to the party making the introduction. Such joint venture or business could use data obtained from such Portfolio Entities. (See “—Data” and “—Data Services” herein.) The Funds and the Fund investors typically will not share in any fees, economics, equity or other benefits accruing to Blackstone, other Funds, Other Blackstone

Clients and their Portfolio Entities as a result of the introduction of the Funds and their Portfolio Entities. There may, however, be instances in which the applicable arrangements provide that the Funds or their Portfolio Entities share in some or all of any resulting financial incentives (including, in some cases, cash payments, additional equity ownership, participation in revenue share and/or milestones) based on structures and allocation methodologies determined in the sole discretion of Blackstone. Conversely, where the Funds or one of their Portfolio Entities is the referring or introducing party, rather than receiving all of the financial incentives (including, in some cases, cash payments, additional equity ownership, participation in revenue share and/or milestones) for similar types of referrals and/or introductions, such financial incentives (including, in some cases, cash payments, additional equity ownership, participation in revenue share and/or milestones) may be similarly shared with the participating Funds, Other Blackstone Clients or their respective Portfolio Entities.

With respect to transactions or agreements with Portfolio Entities (including, for the avoidance of doubt, long term incentive plans) occurring at times when unrelated officers of a Portfolio Entity are not appointed, Blackstone can be expected to negotiate and execute agreements on behalf of the Portfolio Entity with Blackstone, the Funds, Other Blackstone Clients and their Portfolio Entities and affiliates and other related parties. These negotiations would not be arm's length and would entail conflicts of interest. Among the measures Blackstone can be expected to use to mitigate such conflicts is to involve outside counsel to review and advise on such agreements and provide insights into commercially reasonable terms, or establish separate groups with information barriers within Blackstone to advise on each side of the negotiation.

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

Asset Pooling. The Funds have in the past, and may in the future, continue to pool certain or all investments with one or more other Funds or Other Blackstone Clients (any such pool, an “Asset Pool”), including for the purposes of obtaining leverage or other financing, or seeking a full or partial exit from one or more investments including through securitization. In such circumstances an Asset Pool may be managed or controlled by the PE Advisers or any of their affiliates and securities or other interests in the Asset Pool will be owned by such Fund, other Funds and other affiliated funds. The consummation of any such transaction will generally not require the consent of any L.P. Advisory Committee or the Fund investors and will involve the exercise of the PE Advisers’ and their affiliates’ discretion with respect to a number of material matters, which may give rise to actual or potential conflicts. For example, in connection with such transactions, the PE Advisers will have broad discretion to determine whether and to what extent such a transaction constitutes a disposition of the contributed assets under the terms of the applicable Organizational Documents, to determine the proportionate interest of the Funds and the Other Blackstone Clients (as applicable) in the Asset Pool (or particular classes or tranches of securities or others interests in the Asset Pool), which will require the PE Advisers and their affiliates to determine the relative value of assets contributed to the Asset Pool and value of securities or interests (or particular classes or tranches thereof) issued by the Asset Pool, and to determine how interests in or proceeds from the Asset Pool are attributed to the Fund investors or the Funds, that participated in such contributed assets, each of which may have a material impact on the Fund investors’ returns in respect of such investments or the Funds more generally. In making these determinations the PE Advisers and their affiliates may, but are not required to, engage or seek the advice of any third-party independent expert, however even if such advice were sought, valuing such assets and interests and, therefore, the value of the Funds’ interest in, or proceeds received from, any Asset Pool, will be subjective. The Funds will generally be exposed to the performance of all assets in an Asset Pool and those investments contributed to the Asset Pool by the Funds or Other Blackstone Clients (as applicable) may not perform as well as those investments contributed by the Funds. Accordingly the returns of the Funds of in respect of investments contributed by it may be lower than if they had not been contributed to the Asset Pool. The receipt, use and recontribution by such Asset Pools of any such proceeds shall not be considered distributions received by, or contributions made by, the Funds or the limited partners for purposes of the applicable Organizational Documents (including, for example, that such proceeds would not reduce or increase, as the case may be, the unused capital commitments of the limited partners, will not be subject to the investment limitations applicable to the Funds’ investments, will not be subject to the carried interest waterfall, will not be subject to any preferred return and will not be subject to any requirements under the Organizational Documents with respect to the timing of distribution of proceeds) and may result in higher or

lower reported returns than if such proceeds had otherwise been distributed (or deemed distributed) to the Funds or the Fund investors.

Cross-Guarantees and Cross-Collateralization. In certain circumstances, the Funds and their Portfolio Entities can be expected to enter into cross-collateralization or any cross-guarantee or similar arrangements (including with respect to Asset Pools) with Other Blackstone Clients and co-investment vehicles and their Portfolio Entities, particularly in circumstances in which better financing terms are available through such arrangements, and often in circumstances where the assets of each Portfolio Entity are similar in nature. It is often better (or commercially required) for a counterparty to view the various entities as one single “Blackstone” party and therefore appropriate for these obligations to be addressed among Other Blackstone Clients by way of a back-to-back or reimbursement type agreement. Also, it is expected that cross-collateralization will generally occur at Portfolio Entities rather than the Funds for obligations that are not recourse to the Funds except in limited circumstances such as “bad boy” events. While cross-collateralization of Investments may enable the Funds to obtain more favorable terms in respect of certain indebtedness across certain Investments (for example, such as where Investments of different but overlapping classes are located in the same region) on a modest scale, any cross-collateralization arrangements with other Funds or Other Blackstone Clients could result in the Funds losing their interests in otherwise performing investments or other assets of the Funds due to poorly performing or non-performing investments or other assets of other Funds or Other Blackstone Clients in the collateral pool or such persons otherwise defaulting on their obligations under the terms of such arrangements (and, for the avoidance of doubt, the Funds’ obligations under such cross-collateralization arrangements are expected to apply to investments in which the Funds have not participated). The Fund investors may also be required to fund capital contributions to cover the Funds’ obligations under such a default. The Funds can, in certain circumstances, be exposed to risks associated with borrowings or other indebtedness of other Funds and/or Other Blackstone Clients when such other entities are not in turn exposed to risks associated with the Funds’ borrowing for a similar purpose if, for example, such other entities or the partners thereof are excused from cross-collateralizing certain Fund expenses, management fees or other obligations of such Fund and Other Blackstone Clients. Through cross-collateralization, cross-guarantees or similar arrangements, the Funds may nevertheless be indirectly exposed to risks associated with leverage on fees, expenses and/or other obligations of the Funds. (See also “—Liability Arising from Transactions Entered into Alongside Other Blackstone Clients” herein.)

Similarly, a lender could require that it face only one Portfolio Entity of the Funds and Other Blackstone Clients, even though multiple Portfolio Entities of the Funds and Other Blackstone Clients benefit from the lending, which will typically result in (i) the Portfolio Entity facing the

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

Joint Venture Partners. The Funds are also expected to co-invest with Other Blackstone Clients, other affiliates of Blackstone and/or third parties (or affiliated managers or other persons) as partners, consortium sponsors or co-venturers (“Joint Venture Partners”) with respect to specified investments or categories of investments through partnerships, joint ventures, consortiums, investment platforms, or other similar arrangements (“JV Arrangements”), thereby acquiring jointly-controlled or non-controlling interests in certain investments. JV Arrangements could be designed to share risk in the underlying investments with Joint Venture Partners or involve the Funds taking on greater risk with an expected greater return or reducing its risk with a corresponding reduction in the expected rate of return. Such JV Arrangements could involve risks in connection with such third-party involvement, including the possibility that such other Joint Venture Partner may have financial difficulties, resulting in a negative impact on such JV Arrangements, may have economic or business interests or goals which are inconsistent with those of the Funds, or may be in a position to take (or block) action in a manner contrary to the Funds’ investment objectives (including the timing and nature of any exit) or the increased possibility of default (which the Funds may be required to make up) by, diminished liquidity or insolvency of, the third party due to a sustained or general economic downturn. In addition, the Funds may in certain circumstances be liable for the actions of its Joint Venture Partners. In those circumstances where such Joint Venture Partners involve a management group, such third parties may receive compensation arrangements relating to such JV Arrangements, including incentive compensation arrangements and/or other fees, in each case which compensation will not offset Management Fees. Furthermore, such Joint Venture Partners to JV Arrangements may provide services (such as asset management oversight services) similar to, and overlapping with, services provided by Blackstone to the Funds, Other Blackstone Clients or their respective

Portfolio Entities, and, notwithstanding the foregoing, fees attributable to such services will not offset Management Fees or otherwise be allocated to, or shared with, the Fund investors.

Valuation Matters. The fair value of all investments (including any asset received in exchange for any investments or interests in the Funds, as applicable) will ultimately be determined by the PE Advisers in accordance with the procedures set forth in the Organizational Documents and the Funds' valuation policies and will generally be valued on a quarterly basis. It will, in certain circumstances, be the case that the carrying value of an investment does not reflect the price at which the investment is ultimately sold in the market, and the difference between carrying value from time to time and the ultimate sales price could be material. The valuation of such investments will be determined by the PE Advisers in accordance with procedures set forth in the Funds' Organizational Documents and the PE Advisers' valuation policy for the applicable Fund, and will generally be valued on a quarterly basis. A Fund could, from time to time, rely on the analysis of third parties to determine such valuations. The valuation methodologies used to value any investment (including determining whether to write off an investment) will involve subjective judgments and estimates and will, in certain circumstances, not be accurate. In making its determination in respect of an Investment's valuation, the PE Advisers are entitled to take into account all facts and circumstances they deem relevant, subject to the provisions of the Organizational Documents, and there can be no assurance that a third party or limited partner would agree with the one or more of the factors, assumptions or inputs used by the PE Advisers in making any such determination. Valuation methodologies will also involve assumptions and opinions about future events, which may or may not turn out to be correct. For example, Blackstone could believe that capitalization rates will be lower upon a sale of an investment than they ultimately are, or that interest rates will decline during the hold period of an investment thereby creating attractive value even though rates do not decline. Valuation methodologies may permit reliance on a prior period valuation of particular investments. Ultimate realization of the value of an asset depends to a great extent on economic, market and other conditions beyond Blackstone's control. There will be no retroactive adjustment in the valuation of any investment, the offering price at which interests in a Fund were purchased by Fund Investors or repurchased by a Fund, as applicable, or the management fees or performance-based compensation paid to the PE Advisers to the extent any valuation proves to not accurately reflect the realizable value of an investment (subject to any clawback mechanism described in the Funds' Organizational Documents) even if that retroactive adjustment would benefit the Fund and/or Fund investors. Valuation methodologies can also be expected to change from time to time. For purposes of the Funds' Organizational Documents, a disposition will only be deemed to have occurred as a result of a reduction in the fair value of an investment if the PE Advisers determine that the investment has been written off completely (i.e., the adjusted cost of the investment has been reduced to

zero in accordance with the terms of the Funds' Organizational Documents). For the avoidance of doubt, the invested capital with respect to an investment (or its adjusted cost) will not be written off (or reduced to zero) merely because the balance of probabilities indicates that such investment, more likely than not, has a fair market value of zero; rather, a write off will only occur for purposes of the Funds' Organizational Documents where the PE Advisers determine that the fair market value of such investment has been reduced to zero.

The valuation of the Funds' investments, as well as the determination of whether and when an investment has been disposed of or written off (which determination remains in the sole discretion of Blackstone), will affect the amount and timing of the PE Advisers' performance-based compensation and, under certain circumstances following the relevant Fund's investment period, the amount of Management Fees and servicing fees (if any) payable to the PE Advisers. More specifically, the fact that the Management Fee following the Management Fee Reduction Date is calculated based on "capital contributions" rather than capital commitments creates an incentive for Blackstone to defer realization of investments, make more speculative investments, seek to deploy capital commitments (and borrowings and guarantees secured by capital commitments) in Investments at an accelerated pace, hold Investments longer and/or mark down rather than write off an investment. See also "—Management Fee" herein. The valuation of investments of other Funds and Other Blackstone Clients will, in certain circumstances, affect the decision of potential limited partners to subscribe for interests in a Fund. Similarly, the valuation of investments of a Fund will, in certain circumstances, affect the ability of Blackstone to form and attract capital to other Funds and/or Other Blackstone Clients or to raise a successor fund to the Funds. As a result, the valuation of investments of a Fund, other Funds and Other Blackstone Clients, which generally remains in the sole discretion of Blackstone, involves conflicts in which the PE Advisers are incentivized to defer realization of investments or hold them longer, make more speculative investments, seek to deploy the Funds' capital in investments at an accelerated pace, determine valuations that are higher (or lower) than the actual fair value of investments, and/or avoid or delay writing off an investment.

Although the PE Advisers and their affiliates intend to operate in accordance with the Funds' Organizational Documents, as well as valuation and other policies, practices and procedures, in order to mitigate the potential for subjectivity in making valuation determinations, there can be no assurance that such policies, practices and procedures will address all of the necessary factors to do so, or completely eliminate all potential conflicts of interest in such determinations, or that any such conflicts will be resolved in favor of a Fund or the Fund's investors.

In addition, in the event that the Funds make any distribution in-kind to their investors, the fair market value of such securities distributed in-kind is expected to be determined by the PE Advisers (who at times could, but is not required to, receive input from a third-party valuation expert), subject to the terms and conditions of the Funds' Organizational Documents. As there is no guarantee that such valuations will reflect the value for such assets that would be achieved if such assets were sold to a third party rather than distributed in-kind, it is possible Fund's investors will not receive the price for such assets that they would otherwise have received if such assets were sold in a third-party sale. If the valuations made by the PE Advisers in connection with the distribution-in-kind and used to calculate performance and carried interest distributions are higher than what could have been received if such investments were instead disposed of to third parties, held to maturity, or otherwise disposed of in another manner, the amount of performance-based compensation received by the PE Advisers, or the timing of receipt of such compensation, could be higher and earlier in time than it would have been if such assets were sold in a third-party sale. Additionally, because the amount of proceeds Fund investors are deemed to receive in connection with distributions in-kind of marketable securities (including for purposes of calculating the PE Advisers' performance-based compensation) is based on an average of the trading prices both prior to and after the date of distribution (as more fully described in the Funds' Organizational Documents), the PE Advisers' performance-based compensation could be based on a valuation that is higher than the price of the securities at the time they are actually distributed to the limited partners or that the PE Advisers would have received had such securities been sold for cash at such time.

Furthermore, Blackstone may determine to undertake a distribution in-kind of securities to Fund limited partners from some but not all Funds and Other Blackstone Clients that are invested in the same securities or instruments, with the result that limited partners of such Funds and Other Blackstone Clients invested in the same securities will have a different return on their investment, which may include any committed co-investment vehicle, or an individual limited partner co-investor, receiving a distribution through a distribution in-kind of securities at a different time than a disposal or distribution in-kind of the same class of securities by a Fund or cash where such other funds are offered distribution in-kind. In such instance, the Funds and/or Other Blackstone Clients may receive a lower price for the same securities than the price received by such other funds.

Group Procurement; Discounts. The Funds and their Portfolio Entities will enter into agreements regarding group procurement (including, but not limited to, CoreTrust, a group purchasing organization described more fully above), benefits management, purchase of title and/or other insurance policies (which can be expected to include brokerage and/or placement thereof), and will from time to time be discounted due to scale or pooled across Portfolio

Entities, including through sharing of deductibles and other forms of shared risk retention from a third party or a Blackstone affiliate, and other operational, administrative or management related initiatives. Blackstone will allocate the cost of these various services and products purchased on a group basis among the Funds, Other Blackstone Clients and their Portfolio Entities. Some of these arrangements result in commissions, discounts, rebates or similar payments to Blackstone, its personnel, or other Funds and Other Blackstone Clients and their Portfolio Entities, including as a result of transactions entered into by the Funds and their Portfolio Entities, and such commissions or payment will not be subject to the Management Fee offset provisions. Blackstone can be expected to also receive consulting, usage or other fees from the parties to these group procurement arrangements. To the extent that a Portfolio Entity of an Other Blackstone Client is providing such a service, such Portfolio Entity and such Other Blackstone Client will benefit. Further, the benefits received by the particular Portfolio Entity providing the service will, in certain circumstances, be greater than those received by the Funds and their Portfolio Entities receiving the service. Conflicts exist in the allocation of the costs and benefits of these arrangements, and the Fund investors rely on the PE Advisers to handle them in their sole discretion.

Diverse Investor Group. The Fund investors have conflicting investment, tax and other interests with respect to their investments in the Funds and with respect to the interests of investors in other investment vehicles managed or advised by Blackstone that participate in the same investments as the Funds, and investor personnel may have incentives or conflicts with respect to their investments in the Funds or Other Blackstone Clients, including matters Blackstone is not aware of, such as shares of Blackstone Inc. The conflicting interests of the Fund investors and investors in other investment vehicles would generally relate to or arise from, among other things, the nature, structuring, financing, tax profile and timing of disposition of investments of the Funds. The PE Advisers will, in certain circumstances, as a result have conflicts in making these decisions, which can be expected to be more beneficial for one or more (but not all) Fund investors than for other Fund investors. In addition, the Funds can be expected to make investments that will, in certain circumstances, have a negative impact on related investments made by the Fund investors in separate transactions. In selecting and structuring investments appropriate for the Funds, the PE Advisers will consider the investment and tax objectives of the Funds and their partners as a whole (and those of investors in other Funds and Other Blackstone Clients that participate in the same investments as the Funds), and not the investment, tax or other objectives of any Fund investor individually. As a result of disparate tax considerations applicable to certain investors in the Funds and Other Blackstone Clients, but not other investors therein, not all such investors will participate in investments through the same investment structures and vehicles, and the securities indirectly held by such investors (or consideration ultimately distributed to such investors) may

differ as a result of the foregoing, and there can be no assurance that the foregoing considerations will not impact (positively or negatively) the returns achieved by any investor, as compared to other investors. Additionally, the PE Advisers will, in certain circumstances, elect to limit certain Fund investors' participation in particular investments or exclude certain Fund investors from particular investments (in whole or in part) including, for the avoidance of doubt, follow-on investments (or such certain Fund investors or investors in other Funds will benefit from excuse rights or investment limitations with respect to particular investments or follow-on investments), taking into account ERISA, legal, tax, regulatory, policy or other similar considerations (including established investment policies of Fund Investors) and/or limitations with respect to any Fund investor (or category of Fund investor) or to such investments (including, for example, ensuring that certain ownership thresholds are not exceeded with respect to investors that are affiliated with governmental entities or similar organizations), as determined by Blackstone in good faith, in which case non limited or excluded Fund investors shall generally be allocated a greater proportionate interest in such investment (or a follow-on investment related thereto, notwithstanding the initial or existing ownership proportions thereof). Further, reductions in unused capital commitments for capital contributions in respect of Management Fees are based on the actual amounts paid by the Fund investors. Therefore, to the extent a Fund investor is entitled to a discounted or reduced Management Fee arrangement (including as set forth in the Organizational Documents or one of more side letters or other agreements (including any agreement governing a Strategic Relationship)) such Fund investor's capital contributions in respect of Management Fees will be disproportionate as compared to any Fund investor without such arrangement, and as a result, its unused capital commitment will be proportionately higher than such other Fund investor, which among other things, will cause it to have a greater proportionate interest in investments made (and expenses incurred) than would be the case absent such Management Fee arrangement. In addition, certain Fund investors can be expected to also be investors in other Funds and Other Blackstone Clients, including Standing Co-Invest Vehicles and co-investment vehicles that may invest alongside the Funds in one or more investments of the Funds, which could create conflicts for the PE Advisers in the treatment of different Fund investors. In addition, certain Fund investors can be expected to also be limited partners in Other Blackstone Clients, including supplemental capital vehicles and co-investment vehicles that invest alongside the Funds in one or more investments, which will create conflicts for the PE Advisers in the treatment of different Fund investors. Fund investors can be expected to also include affiliates of Blackstone, such as other Funds, Other Blackstone Clients (including Strategic Partners, via a primary investment or secondary acquisition), affiliates of Portfolio Entities of the Funds or Other Blackstone Clients, or charities, foundations or other entities or programs associated with Blackstone, personnel, founders, entrepreneurs, executives and/or current or former Blackstone personnel, Blackstone's senior advisors, and any such affiliates, funds or persons

can be expected to also invest in the Funds or through the vehicles established in connection with Blackstone's side-by-side co-investment rights, in each case, without being subject to Management Fees or carried interest (or otherwise on more favorable terms, including not bearing in-house administrative, accounting, legal and/or technology-related expenses notwithstanding that such expenses are charged to the Funds), and the limited partners will not be afforded the benefits of such arrangements. Some of the foregoing Blackstone-related parties are sponsors of feeder vehicles that could invest in the Funds as Fund investors. The Blackstone-related sponsors of feeder vehicles generally charge their investors additional fees, including performance-based fees, which could provide Blackstone current income and increase the value of its ownership position in them. Blackstone will therefore have incentives to refer potential investors to these feeder vehicles. All of these Blackstone-related Fund investors will have equivalent rights to vote and withhold consents as non-related Fund investors, unless otherwise provided by the terms of the Organizational Documents. Nonetheless, Blackstone may have the ability to influence, directly or indirectly, these Blackstone-related Fund investors. It is also possible that the Funds or the Funds' Portfolio Entities will, in certain circumstances, be counterparties (such counterparties dealt with on an arm's length basis) or participants in agreements, transactions or other arrangements with a Fund investor or its affiliates (which may occur in connection with such Fund investor or its affiliates making a capital commitment to a Fund or an Other Blackstone Client), including with respect to one or more investments (or types of investments). Such transactions may include agreements to pay performance fees to a management team and other related persons in connection with the Funds' investment therein, which will reduce the Funds' returns and will not necessarily be subordinated to the return of the Fund investors' of the Funds capital contributions. Such Fund investors described in the previous sentences can be expected to therefore have different information about Blackstone and the Funds than Fund investors not similarly positioned. In addition, conflicts of interest will, in certain circumstances, arise in dealing with any such Fund investors, and the PE Advisers may not be motivated to enter into agreements, transactions or arrangements with Fund investors or their affiliates in order to secure capital commitments from investors to a Fund or Other Blackstone Clients and may otherwise be motivated by factors other than the interests of the Funds. (See also "—Other Blackstone Business Activities" herein.) Moreover, there is an increasing trend in the private equity industry of fund sponsors offering liquidity to investors in existing funds through a structured secondary process where purchasing investors would, as a condition to participating in such purchase from existing investors, also make a commitment to a new fund being raised. Blackstone could be incentivized to engage in such a process for one or more of its existing Funds (or any investments therein) to the extent doing so could be expected to improve Blackstone's ability to raise a successor fund to the Funds and to form and attract capital to existing or future Other Blackstone Clients (e.g., by securing an agreement from the purchasing

investors participating in the process to make commitments to such funds or, more generally, by positively impacting the performance information for the relevant Funds that is presented to prospective investors in Blackstone fundraise materials). In addition, not all investors monitor their investments in vehicles such as the Funds in the same manner. For example, certain Fund investors can be expected to periodically request from the PE Advisers information regarding the Funds and/or their Portfolio Entities and investments that is not otherwise included in the reporting and other information delivered to all Fund investors—for instance, pre-quarterly reporting valuation. In such circumstances, the PE Advisers may provide such information to such Fund investor and not to other Fund investors and the PE Advisers will not be obligated to affirmatively provide such information to all Fund investors because they have provided such information upon request by certain Fund investors. In addition, subject to certain conditions set forth in the Organizational Documents, the PE Advisers is not required to invite any Fund investor that has a capital commitment below a certain threshold to attend meetings of a Fund. As a result, certain Fund investors can be expected to receive more information from the PE Advisers about the Funds and their Portfolio Entities or can be expected to receive information about the Funds and their Portfolio Entities at an earlier time than other Fund investors, and the PE Advisers will have no duty to ensure all Fund investors receive the same information regarding the Funds and their Portfolio Entities. Therefore, certain Fund investors can be expected to be able to take actions on the basis of such information which, in the absence of such information, other Fund investors do not take. Furthermore, at certain times Blackstone will, in certain circumstances, be restricted from disclosing to the Fund investors material non-public information regarding any assets in which the Funds invest, particularly those investments in which an Other Blackstone Client or Portfolio Entity that is publicly registered co-invests with the Funds. In addition, investment banks or other financial institutions, as well as Blackstone personnel, can be expected to also be Fund investors or limited partners of Other Blackstone Clients. These institutions and personnel are a potential source of information and ideas that could benefit the Funds, and can be expected to receive information about the Funds and their Portfolio Entities in their capacity as a service provider or vendor to the Funds and their Portfolio Entities.

In addition, it is also expected that Blackstone will from time to time confirm factual matters to incoming investors in the Funds, make statements of intent or expectation to such investors or acknowledge statements by such incoming investors that relate to the Funds and/or Blackstone's activities pertaining thereto in one or more respects. In addition, Blackstone may from time to time agree to certain matters relating to knowledge transfer and/or secondments with one or more investors as part of an overall firm relationship. Any such statements, confirmations, agreements or acknowledgements, including those made in response to an investor's due diligence requests, will not involve the granting of any legal right or benefit, and

the Fund investors generally will as a result not typically receive notice of any such confirmation, statements or acknowledgements or copies of the documentation (if any) in which they are contained. There can be no assurance that any such arrangements will not have an adverse effect on the Funds or that such arrangements will not influence Blackstone's activities or the operations of the Funds.

Further, Fund investors with different domiciles or tax categorizations could receive different investment returns or amounts of tax basis and/or pay different levels of expenses, e.g., based on tax savings or ownership of alternative investment vehicle, "blocker" or other structures used to facilitate their investments in, through or below the Funds.

Fund Size. In the event a Fund receives subscriptions for interests in excess of the amount that the applicable General Partner is able to accept under the applicable Organizational Document, such General Partner will determine, in its sole discretion, whether to accept all or a portion of each individual investor's requested capital commitment. In making such determination, such General Partner may take into account a wide variety of factors including (but not limited to) the date by which the Fund investor came into such Fund, the size of such Fund investor's capital commitment, such Fund investor's history of investing with Blackstone, and such Fund investor's proposed capital commitment to Other Blackstone Clients and any other facts or circumstances that Blackstone deems appropriate or relevant. Blackstone may reach different allocation decisions even among similarly situated Fund investors and may favor some over others. In addition, Blackstone may grant preferential treatment to those investors committing (or having recently committed) to more than one Other Blackstone Client at this time, and such benefits may not be made available to investors that do not make commitments to such Other Blackstone Clients. See "—Blackstone Strategic Relationships".

Fund Investors' Outside Activities. A Fund investor shall be entitled to and can be expected to have business interests and engage in activities in addition to those relating to the Funds, including business interests and activities in direct competition with the Funds and their Portfolio Entities, and may engage in transactions with, and provide services to, the Funds or their Portfolio Entities (which will, in certain circumstances, include providing leverage or other financing to the Funds or their Portfolio Entities as determined by the PE Advisers in their sole discretion). None of the Funds, the Fund investors or any other person shall have any rights by virtue of the Organizational Documents or any related agreements in any business ventures of the Fund investors. The Fund investors, and in certain cases the PE Advisers, will have conflicting loyalties in these situations.

Credit Facilities. Certain of the Funds have entered into, or are expected to enter into, and utilize one or more subscription and/or net asset value credit facilities, which involve potential conflicts of interest. Subject to the limitations in the Organizational Documents, the use of a subscription and/or net asset value credit facility by the Funds is within the PE Advisers'

discretion. Leverage incurred by entities other than the Funds (including a facility collateralized or otherwise secured by the Funds' holdings in multiple or all investments whether through wholly-owned subsidiaries and/or through special purpose vehicles formed by the Funds to make or hold such investments and/or to serve as a borrower under an asset backed facility for the Funds) do not count towards the limitations on borrowing set forth in the Organizational Documents. Subject to the limitations set forth in the Organizational Documents and the availability and the terms of any such credit facility for the Funds, the PE Advisers have adopted a policy relating to the use of fund-level credit facilities for the Funds and may update or adopt from time to time policies or guidelines relating to the use of such credit facilities. Generally and without limiting the foregoing, the Funds can be expected to seek to utilize a subscription and/or net asset value credit facility in lieu of capital calls for the purpose of, among other things, funding all new investments, Fund expenses (including Management Fees and Servicing Fees) and other Fund obligations, making distributions to partners (to the extent permitted under the Organizational Documents), support margin loan liquidity, ongoing portfolio maintenance and asset disposition expenses, providing permanent financing or refinancing or providing interim financing to consummate the purchase of investments of the Funds or repayment of a subscription credit facility used by the Funds with proceeds from a net asset value credit facility used by the Funds. The Funds intend to call capital annually or to the extent the fund line is fully utilized, subject to the Organizational Documents and the unused amount remaining under the credit facility and the Funds' contractual restrictions. This longer term fund-level financing will typically be used (a) for under-levered deals in which a refinancing in 3 years or less is anticipated (such that the full draw on the line is repaid with refinancing proceeds), (b) for deals that are expected to be sold within 2 years, (c) to address greenfield debt capacity issues, (d) to borrow for Management Fees and (e) when a General Partner otherwise determines that it is in the best interests of the Funds or otherwise appropriate under the circumstances. Net asset value credit facilities are expected to be used to supplement the subscription credit facility for liquidity needs and will primarily be used for long term borrowing with a liquidity event generally expected within the term of the facility. The General Partners may be incentivized to cause the Funds or their Portfolio Entities to borrow (whether from the Funds' subscription credit facility or otherwise) for distributions as it will result in the General Partners receiving carried interest earlier than it would otherwise. Such borrowings by the Funds and/or Other Blackstone Clients or Portfolio Entities under any credit facility also increases their leverage without any corresponding acquisition of assets. The amount of credit available to the Funds and Other Blackstone Clients under any subscription credit facility may be determined by the credit quality of the limited partners and the limited partners of the Other Blackstone Clients (including co-investment vehicles) party thereto (collectively, "Credit Party LPs") as determined by the lender (and the lender may determine that certain investors or Other Blackstone Clients have little or no credit quality), whereas the

amount of credit available under a net asset value credit facility is tied to the creditworthiness of the underlying assets pledge to such facility. Moreover, the credit quality of the Credit Party LPs may be negatively impacted (or disregarded completely by a lender) as a result of contractual agreements between the Credit Party LPs and Blackstone (in a side letter for example). For this reason, Credit Party LPs with a higher credit quality, as determined by the lender, generate more credit for the Funds or the Other Blackstone Clients, as applicable, than Credit Party LPs with a lower credit quality, which results in an indirect benefit conferred by the higher credit quality Credit Party LPs to the others. While the PE Advisers expect to generally utilize credit facilities for the Funds in a consistent manner, the use of such credit facilities may differ based on available credit facility capacity and the contractual terms applicable to each Fund, among other factors and the subscription credit facility used by the Funds may differ. Therefore, as the credit facilities utilized by the Funds have different terms, such as with respect to hedging, currency limitations and interest rates, while the Funds may be invested in the same investment, and while the valuation of such investment would be consistently determined pursuant to the relevant Organizational Documents, the investment return can, in certain circumstances, differ among the Funds as a result.

Marketing materials and investor reporting materials used by the PE Advisers typically include certain internal rate of return (“IRR”) figures that are calculated based, in part, on the due date and amount of capital contributions received from Fund investors, not the timing or amount of fund-level borrowings (such as a subscription line of credit). Similarly, calculations of preferred returns under the Organizational Documents are based on the date capital contributions are received from Fund investors, and the preferred return does not accrue on borrowings or guarantees by the Funds. This treatment also applies in instances where a fund utilizes borrowings under a Fund’s subscription-based credit facility or other credit facility in lieu of, or in advance of receiving capital contributions from Fund investors to repay any such borrowings. Additionally, use of a credit facility may present conflicts of interest as a result of certain factors and the General Partners may make distributions prior to the repayment of outstanding borrowings. As a result, use of a credit facility (or other long-term leverage) will impact calculations of returns and will result in a higher or lower reported IRR than if the amounts borrowed had instead been funded through capital contributions made by the Fund investors to the Funds. If the use increases the IRR, as it normally does where an Investment increased in value, the PE Advisers will have various incentives to use the credit facility, including marketing efforts of future funds and Other Blackstone Clients. For example, use of leverage arrangements can be expected to accelerate or increase distributions of carried interest to the PE Advisers, providing an economic incentive to fund investments of the Funds through long-term borrowings in lieu of capital contributions. In addition, the PE Advisers can be expected to receive a greater amount of Management Fees and servicing fees by utilizing

borrowings under the subscription credit facility in lieu of a combination of Fund investors' capital and non-recourse financing for investments of the Funds that remain outstanding. Moreover, the costs and expenses of any such borrowings will generally be allocated among the Funds and Other Blackstone Clients, as applicable, and any parallel funds *pro rata* or, subject to applicable law, on such other basis that the General Partners determine to be more equitable under the circumstances, which will increase the expenses borne by the Fund investors and would be expected to diminish net cash on cash returns. In addition, for investments in U.S. corporations by U.S. tax exempt limited partners, there may be incremental tax costs related to so-called unrelated business taxable income (UBTI).

The Funds can be expected to utilize their subscription and/or net asset value credit facilities and enter into other similar arrangements and extensions of credit for the benefit of co-investors, joint venture partners and Other Blackstone Clients, including vehicles participating in Blackstone side-by-side co-investment rights, which invest alongside the Funds in one or more investments. For example, the Funds can be expected to borrow to fund a joint venture partner's, co-investor's, or Other Blackstone Client's *pro rata* share of an investment or expense related to an investment. In such circumstances, the PE Advisers generally intend to cause any such other co-investor to bear (or reimburse the Funds for) their *pro rata* share of any interest expenses (but not necessarily origination and other costs) allocable to such extensions of credit. However, any such co-investors, joint venture partners and Other Blackstone Clients, although they benefit from the Funds' subscription and/or net asset value credit facilities, will not bear any portion of the costs of establishing and maintaining such facilities, which will be borne entirely by the Funds. Additionally, conflicts of interest also have the potential to arise to the extent that such a facility is used to make an investment that is later sold in part to Joint Venture Partners, co-investors or Other Blackstone Clients, to the extent co-investors are not required to act as guarantors under the relevant facility or pay related costs or expenses, co-investors nevertheless stand to receive the benefit of the use of the subscription credit facility and neither the relevant Funds nor investors generally will be compensated for providing the relevant guarantee(s) or being subject to the related costs, expenses and/or liabilities. The PE Advisers will, in certain circumstances, receive direct and indirect benefits from such uses as well, including as a result of the facilitation of co-investment by other Funds and Other Blackstone Clients. The Funds will bear interest expenses and other expenses incurred in relation to their credit facilities.

The Funds' credit facilities are permitted to be used and managed in the manner described above independently from any Other Blackstone Client's credit facilities (and the contractual restrictions applicable to such Other Blackstone Clients and other credit facilities may be more or less favorable than those of the Funds), even when the same credit facility is being utilized and/or investments are shared between the Funds and an Other Blackstone Client, which may

result in different expenses related to borrowings and investment IRRs reported by multiple Blackstone funds for the same investment.

Failure to Make Payments. If the Fund investors fail to make capital contributions or other payments owed under the Organizational Documents when due, and the contributions and / or payments made by non-defaulting Fund investors and borrowings by the Funds are inadequate to cover the defaulted capital contributions or other payments, the Funds may be unable to pay their obligations when due. As a result, the Funds may be subjected to significant penalties that could materially adversely affect the returns to the Fund investors (including non-defaulting Fund investors). If a Fund investor defaults, such Fund investor may be subject to various remedies as provided in the Organizational Documents, including, without limitation, reductions in its capital account balance and percentage interest, a forced sale of its interest in a Fund at a discount and preclusion from participation in any further investments made by the respective Fund. A default by a Fund investor may also limit the respective Fund's ability to incur borrowings and avail itself of what would otherwise have been available credit. The General Partner may, subject to certain limitations, require an additional funding of capital contributions from the non-defaulting Fund investors to fund the shortfall caused by the defaulting Fund investor(s). A default by a Fund investor may also limit the respective Fund's availability to incur borrowings and avail itself of what would otherwise have been available credit.

Insurance. The Funds will purchase or bear premiums, fees, costs and expenses (including any expenses or fees of insurance brokers) to insure the Funds, Portfolio Entities, the PE Advisers, Blackstone and their respective directors, officers, employees, agents, Independent Client Representative (if any) and representatives, and members of the L.P. Advisory Committees of the Funds and other indemnified parties (and in certain circumstances, such person's agents and representatives), against liability in connection with the activities of the Funds. This includes a portion of any premiums, fees, costs and expenses for one or more "umbrella", group or other insurance policies maintained by Blackstone that cover one or more of the Funds, Other Blackstone Clients, the PE Advisers and/or Blackstone (including their respective directors, officers, employees, agents, Independent Client Representative (if any), representatives and members of the L.P. Advisory Committees or any Independent Client Representative and other indemnified parties). The PE Advisers will make judgments about the allocation of premiums, fees, costs and expenses for such "umbrella", group or other insurance policies among one or more of the Funds and Other Blackstone Clients, the PE Advisers and/or Blackstone on a fair and reasonable basis, in their sole discretion, and may make corrective allocations should it determine subsequently that such corrections are necessary or advisable.

Similarly, the Funds and their Portfolio Entities may enter into arrangements with Other Blackstone Clients and their respective Portfolio Entities whereby insurance is procured as a

group where the insurance provider may charge lower premiums to the group than it would on an individual basis. In such event, the obligation to pay the premiums on such group policies may be allocated in accordance with the relative values of the respective entities that are insured by such policies (or other factors that Blackstone may reasonably determine). Additionally, the Funds and Other Blackstone Clients (and their respective Portfolio Entities) will, in certain circumstances, jointly contribute to a pool of funds that can be expected to be used to pay losses that are subject to the deductibles on any group insurance policies, which contributions may similarly be allocated in accordance with the relative values of the respective assets that are insured by such policies (or other factors that Blackstone may reasonably determine). (See also “—Service Providers, Vendors and Other Counterparties Generally” and “Group Procurement; Discounts” herein.)

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

Captive Insurance; Gryphon. The Funds and/or Other Blackstone Clients (and their portfolio entities) will also, in certain circumstances (including with respect to property insurance and terrorism insurance), self-insure through Gryphon Mutual Insurance Company, a captive insurance company (the “Captive” or “Gryphon”), owned entirely by its participants (which may include the Funds and/or such Other Blackstone Clients). An affiliate of the PE Advisers provides oversight of Captive’s management, sits on the boards of Captive’s cells, provides a guarantee for a letter of credit to help capitalize Captive and receives a fee based on a percentage of the premiums (subject to the benchmarking process described above), and a third-party insurance services firm will provide brokerage, administration and insurer management services to Captive. The fees and expenses of Captive, including insurance premiums and fees paid to its manager, will be borne by the Funds and Other Blackstone Clients pro rata based on estimates of insurance premiums that would have been payable for each party’s respective properties, as benchmarked by third parties, and will be paid by each participant annually. While the Funds do not expect to provide any funding in addition to such annual contribution, it is possible that each member of Captive, including a Fund, is required to make additional capital contributions in certain circumstances. This arrangement is expected to provide the Funds with greater control over its property insurance and terrorism insurance programs and reduce overall costs of insurance through lower premiums and reduction or elimination of insurance brokerage costs. The Funds may, however, be negatively affected to the extent there are disproportionate losses incurred on properties held by Other Blackstone

Clients participating in Captive, including through increased future premiums or the lost ability to recoup capital contributions, and there can be no assurance that the arrangement will not result in under- or over-allocation of costs to the Funds relative to Other Blackstone Clients or that different allocations or arrangements than those provided above would not result in the Funds and their Portfolio Entities bearing less (or more) premiums, deductibles, fees, costs and expenses for insurance policies. Gryphon currently engages, and is expected to continue to engage, Revantage to provide corporate support services in respect of Gryphon's activities (including assisting with Captive structuring, related insurance placement and oversight and administration of claims). In connection therewith, Revantage is expected to earn commissions for such services related to the Gryphon property program placement, terrorism insurance, casualty program and other lines of coverage and may earn additional commissions during each such policy year. Such commissions will initially be used to offset costs of Captive (which may include fees to Blackstone and allocated costs associated with Revantage's account payroll, professional services, travel and entertainment, employee development, technology costs and facilities and office services), with any excess funds being returned to or used for the benefit of participating funds in a reasonable manner, which may include reserving for (or advance payment of) additional anticipated costs or direct reimbursement in accordance with a reasonable allocation. Any such services and fees are in addition to the services provided and fees received by Blackstone and will not result in any offset to the Management Fees payable by Funds' investors, notwithstanding that Revantage is owned by certain Other Blackstone Clients. See also "— Portfolio Entity Service Providers and Vendors" and "— Group Procurement; Discounts" herein.

Other Conflicts. In addition, other present and future activities of Blackstone, the Funds, Other Blackstone Clients and their Portfolio Entities, affiliates (including the PE Advisers) and related parties will from time to time give rise to additional conflicts of interest relating to the Funds and their investment activities. The PE Advisers generally attempt to resolve conflicts in a fair and equitable manner, but conflicts will not necessarily be resolved in favor of the Funds' interests.

In the case of an appointment of an Independent Client Representative as described herein and in the Organizational Documents, to the extent that the Independent Client Representative is to review a proposed transaction or other conflict, the Independent Client Representative shall consist of one or more persons with substantial experience in, and knowledge of, the relevant market and related investment arenas who are independent of the General Partners and Blackstone. The General Partners shall have the right to remove or replace an Independent Client Representative at any time or appoint more than one Independent Client Representative to address separate conflicts in its discretion. An Independent Client Representative may be paid a fee by a Fund to be determined by the

General Partner. To the fullest extent permitted by applicable law, an Independent Client Representative shall not owe any fiduciary (or other similar) duty to a Fund, or the Fund investors in connection with the activities of such Independent Client Representative other than a duty to act in good faith.

In addition, pursuant to the Organizational Documents, an L.P. Advisory Committee has or will be established and authorized to give consent on behalf of the Funds with respect to certain matters as described more fully in such Organizational Documents, and in certain circumstances as provided in the Organizational Documents, Blackstone may retain or cause the Funds to retain an Independent Client Representative to review and consent to certain transactions or matters presenting actual or potential conflicts of interest involving the Funds and one or more affiliates of Blackstone. If an L.P. Advisory Committee, Fund investors or the Independent Client Representative (if any) consents to a particular matter and the applicable PE Advisers acts in a manner consistent with, or pursuant to the standards and procedures approved by, such L.P. Advisory Committee or the Independent Client Representative (if any), or otherwise as provided in the Organizational Documents, then such PE Adviser and its affiliates will not have any liability to the applicable Fund or the Fund investors for such actions taken in good faith by them. However, the L.P. Advisory Committees will not represent the interests of all the Fund investors, each member of the L.P. Advisory Committee may act in the interests of the Fund investor with which it is associated, and the members of the L.P. Advisory Committees may themselves be subject to various conflicts of interest. In general, the Fund investors will not be entitled to control the selection of members of the L.P. Advisory Committees or to review the actions or deliberations of the L.P. Advisory Committees. Furthermore, some or all of the members of the L.P. Advisory Committees may also be on the advisory committee of other Funds or Other Blackstone Clients with which there is a potential conflict or may represent investors that have an interest in both a Fund and such other Funds or Other Blackstone Clients. Such L.P. Advisory Committee members will generally not be precluded from participating in discussions with respect to, or from voting on, such transactions that involve actual or potential conflict of interests. As described in the Organizational Documents of certain Funds, any member of the L.P. Advisory Committee representing a limited partner that is excused and/or excluded from participating in an investment or potential investment will not participate in any L.P. Advisory Committee consent (or meeting related thereto) relating to such investment and, accordingly, will be excluded when calculating the total number of members of the L.P. Advisory Committee for purposes of determining whether a majority of its members have consented to or approved such matter.

Legal Interpretation. The Organizational Documents of the Funds are detailed agreements that establish complex arrangements among the PE Advisers, their affiliates and the Funds' investors therein. Questions are expected to arise under the Organizational Documents

regarding the parties' rights and obligations in certain situations, some of which will not have been contemplated and are not specifically addressed or could have been articulated more precisely at the time of Organizational Documents' drafting and execution. In these instances, the operative provisions of the Organizational Documents can be broad, general, ambiguous or conflicting, and could permit more than one reasonable interpretation, including in circumstances where one reasonable interpretation is most favorable to the PE Advisers and/or their affiliates while another reasonable interpretation is most favorable to the relevant Fund and where the PE Advisers therefore have an incentive to prefer the former interpretation over the latter one. While the PE Advisers will construe the relevant agreements in good faith and in a manner consistent with its legal obligations (and, when appropriate, in consultation with external legal counsel), the interpretations the PE Advisers adopt will not necessarily be, and need not be, the interpretations that are the most favorable to the relevant Fund or the Funds' investors and could be the interpretations that are most favorable to the PE Advisers and/or their affiliates.

Additional Potential Conflicts of Interest. The officers, directors, members, managers and personnel of the PE Advisers can be expected to trade in securities, including the securities of the Funds' Portfolio Entities and Portfolio Entities of Other Blackstone Clients, and make personal investments for their own accounts, subject to restrictions and reporting requirements as may be required by law and Blackstone policies or as otherwise determined from time to time by the PE Advisers. Such personal securities transactions and investments will, in certain circumstances, result in conflicts of interest, including to the extent they relate to (i) a company in which the Funds hold or acquire an interest (either directly through a privately negotiated investment or indirectly through the purchase of securities or other traded instruments related thereto) and (ii) entities that have interests which are adverse to those of the Funds or pursue similar investment opportunities as the Funds. In addition, as a consequence of Blackstone's status as a public company, the officers, directors, members, managers and personnel of the PE Advisers can be expected to take into account certain considerations and other factors in connection with the management of the business and affairs of the Funds and their affiliates that would not necessarily be taken into account if Blackstone were not a public company. The directors of Blackstone have fiduciary duties to shareholders of the public company that may conflict with their duties to the Funds. Finally, although Blackstone believes its positive reputation in the marketplace provides benefit to the Funds and Other Blackstone Clients, the PE Advisers could decline to undertake investment activity or transact with a counterparty on behalf of the Funds for reputational reasons, and this decision could result in the Funds foregoing a profit or suffering a loss.

Side Letters and Agreements. The General Partners will enter into side letters or other similar agreements with certain Fund investors in connection with their admission to the Funds

without the approval of any other Fund investor, which will have the effect of establishing rights under or altering or supplementing the terms of the Organizational Documents with respect to such Fund investors in a manner more favorable to such Fund investors than those applicable to other Fund investors. Notwithstanding the fact that a Fund investor may have a most favored nations provision in its side letter, such Fund investor will not have the right to elect certain rights or benefits. It is also expected that Blackstone will from time to time confirm factual matters to incoming Fund investors, make statements of intent or expectation to such Fund investors or acknowledge statements by such incoming Fund investors that relate to a Fund and/or Blackstone's activities pertaining thereto in one or more respects. In addition, Blackstone may from time to time agree to certain matters relating to knowledge transfer and/or secondments with one or more Fund investors as part of an overall firm relationship. Additionally, it is expected that Fund investors who designate representatives to participate on the L.P. Advisory Committee may, by virtue of such participation, have more information about the Funds and investments in certain circumstances than other Fund investors generally and may be provided information in advance of communication to other Fund investors generally. Any such statements, confirmations, agreements or acknowledgements, including those made in response to an investor's due diligence requests, will not involve the granting of any legal right or benefit, and therefore will not be subject to the "most favored nations" process or election by the Fund investors, and as a result Fund investors will not typically receive notice thereof or copies of the documentation (if any) in which they are contained. There can be no assurance that any such arrangements will not have an adverse effect on the Funds or that such arrangements will not influence Blackstone's activities or the operation of the Funds.

Possibility of Different Information Rights. Fund investors may request information from the PE Advisers relating to the Funds, and the PE Advisers can in their discretion provide such Funds' investors with the information requested. Fund investors that request and receive such information from the PE Advisers relating to the Funds, or otherwise receive additional information with respect to a Portfolio Entity, including as a result of any rights obtained as a co-investor or Joint Venture Partner in an investment, will consequently possess information regarding the business and affairs of the Funds that is not generally known to other Fund investors. As a result, certain Fund investors may take or not take actions on the basis of such information which, in the absence of such information, other Fund investors do or do not take. Furthermore, at certain times Blackstone may be restricted from disclosing to the Fund investors non-public information regarding any assets in which the Funds invests, particularly those investments in which an Other Blackstone Client or Portfolio Entity that is publicly registered co-invests with the Funds. See also "—Diverse Limited Partner Group" above.

Other Financial Industry Affiliations

Each PE Adviser is an affiliate of each other PE Adviser as well as each of the following entities:

Bank Entity	
Luminor Bank AS*	A Baltic bank purchased by Blackstone Capital Partners
Broker-Dealer Entities	
Assetpoint Financial, LLC*	Operates a service that facilitates the entry by banks and other financial institutions into repurchase agreement transactions for themselves or as agent for their customers
Blackstone Securities Partners L.P.	Provides a variety of limited investment banking services
Currencies Direct Ltd.**	Provides money transfer services to individuals and businesses on a global basis
Everlake Distributors, L.L.C.*	Provides underwriting and distribution of variable life insurance or annuities to other broker-dealers and registered investment advisers
FEF Distributors LLC*	Serves as distributor and principal underwriter to the First Eagle mutual funds and private investment funds
Finance of America Securities LLC**	Provides a variety of limited investment banking services
Investment Advisor Entities	
Blackstone Alternative Asset Management L.P.	Manages a series of private funds predominantly engaged in multi-manager investment programs (<i>i.e.</i> , fund of hedge funds)
Blackstone Alternative Credit Advisors LP	Provides investment advisory services to a number of debt-focused private investment funds and closed-end funds
Blackstone Alternative Investment Advisors LLC	Provides investment advisory services to open end mutual funds and pooled investment vehicles
Blackstone Alternative Solutions L.L.C.	Provides investment advisory services to private investment funds which predominantly participate in a broad range of direct investment opportunities

Blackstone Asset Based Finance Advisors LP	Provides investment advisory services to a number of separately managed accounts and vehicles that primarily engage in asset backed securities and whole loan investments
Blackstone CLO Management LLC (Management Series)	Provides investment advisory services to U.S. CLOs
Blackstone Communications Advisors I L.L.C.	Provides investment advisory services to a private investment fund specializing in communications-related private equity investments
Blackstone Core Equity Advisors L.L.C.	Provides investment advisory services to various private equity funds
Blackstone Credit BDC Advisors LLC	Provides investment advisory services to a debt-focused investment company electing to do business as a business development company
Blackstone Credit Systematic Strategies LLC	Provides investment advisory services to debt-focused separately managed accounts, private investment funds, closed-end funds and UCITS funds
Blackstone Growth Advisors L.L.C.	Provides investment advisory services to private growth investment funds
Blackstone Infrastructure Advisors L.L.C.	Provides investment advisory services to one or more infrastructure-focused investment funds
Blackstone ISG-I Advisors L.L.C.	Provides investment advisory services to one or more private investment funds and managed accounts focusing on fixed income investments and investments across Blackstone's private equity, real asset, credit, hedge fund and opportunistic asset management strategies
Blackstone ISG-II Advisors L.L.C.	Provides investment advisory services to various private investment funds focusing on investments across Blackstone's private equity, real asset, credit, hedge fund and opportunistic asset management strategies
Blackstone Life Sciences Advisors L.L.C.	Provides investment advisory services to various private investment funds specializing in the life sciences industry
Blackstone Liquid Credit Advisors I LLC	Provides investment advisory services to a number of debt-focused private investment funds and separately managed accounts
Blackstone Liquid Credit Strategies LLC	Provides investment advisory services to a number of debt-focused private investment funds, closed-end funds and separately managed accounts
Blackstone Management Partners L.L.C.	Provides investment advisory services to various private equity funds

Blackstone Management Partners IV L.L.C.	Provides investment advisory services to various private equity funds
Blackstone Multi-Asset Advisors L.L.C.	Provides investment advisory services to various private investment funds focusing on investments across Blackstone's private equity, real asset, credit, hedge fund and opportunistic alternative asset management strategies
Blackstone Private Credit Strategies LLC	Provides investment advisory services to a number of debt-focused private investment funds
Blackstone Private Investments Advisors L.L.C.	Provides investment advisory services to multi-strategy private equity funds
Blackstone Property Advisors L.P.	Provides investment advisory services to various private real estate investment funds and pooled investment vehicles
Blackstone Real Estate Advisors Europe L.P.	Provides investment advisory services to various private real estate investment funds
Blackstone Real Estate Advisors L.P.	Provides investment advisory services to various private real estate investment funds
Blackstone Real Estate Advisors IV L.L.C.	Provides investment advisory services to various private real estate investment funds
Blackstone Real Estate Advisors V L.P.	Provides investment advisory services to various private real estate investment funds
Blackstone Real Estate Special Situations Advisors L.L.C.	Provides investment advisory services to private investment funds and accounts which invest primarily in public and private real estate and real estate-related debt investments
Blackstone Strategic Alliance Advisors L.L.C.	Provides investment advisory services to private investment funds primarily engaged in a hedge fund "seeding" program
Blackstone Strategic Capital Advisors L.L.C.	Provides investment advisory services to private funds engaged primarily in acquisitions of minority interests in alternative asset managers
Blackstone Tactical Opportunities Advisors L.L.C.	Provides investment advisory services to multi-discipline, multi-asset class private funds and separately managed accounts
BSCA Advisors L.L.C. (Relying Adviser)	Provides investment advisory services to certain co-investment vehicles relating to funds managed by Blackstone Strategic Capital Advisors L.L.C.
BXMT Advisors L.L.C.	Provides investment advisory services to a publicly traded REIT and its related entities

BX REIT Advisors L.L.C.	Provides investment advisory services to a non-traded REIT and its operating subsidiary
Clarus Ventures, LLC	Provides investment advisory services to various private investment funds specializing in the life sciences industry
Clover Credit Management, LLC	Provides investment advisory services to CLOs
Clover CLO Advisors, LLC (Relying Adviser)	Provides investment advisory services to CLOs
CT High Grade Mezzanine Manager, LLC (Relying Adviser)	Provides investment advisory services to assets owned by a third-party insurance company
CT High Grade Partners II Manager, LLC (Relying Adviser)	Provides investment advisory services to a private real estate debt fund
CT Investment Management Co., LLC	Provides investment advisory services to publicly traded CDOs and private fund and account clients that predominantly engage in investments in the commercial real estate debt sector
Finance of America Capital Management LLC **	Provides investment advisory services to mortgage related asset private funds and managed accounts
First Eagle Alternative Credit EU, LLC*	Provides investment advisory services to various private investment funds specializing in the European direct lending industry
First Eagle Alternative Credit EU MOA, Ltd.*	Sponsor of limited partnerships for First Eagle's European Alternative Credit business
First Eagle Alternative Credit Funding, LLC*	Sponsor of limited partnerships for First Eagle's Alternative Credit business
First Eagle Alternative Credit, LLC*	Provides investment advisory services for both direct lending and broadly syndicated investments, through public and private vehicles, collateralized loan obligations, separately managed accounts, and co-mingled funds
First Eagle Investment Management, LLC*	Provides investment advisory services to mutual funds, private investment funds, institutional accounts and high net worth individuals

First Eagle Separate Account Management, LLC*	Provides investment advisory services to a business development company
First Eagle Direct Lending Manager III, LLC*	Serves as the manager of a private direct lending fund
Harvest Fund Advisors LLC	Provides investment advisory services to various categories of institutions and high net worth individuals via private pooled investment vehicles and separate accounts investing principally in publicly-traded energy infrastructure, renewables and Master Limited Partnerships holding midstream energy assets in North America
Strategic Partners Fund Solutions Advisors L.P.	Provides investment advisory services to a number of pooled investment and custom vehicles operating as private investment funds
Napier Park Global Capital (US) LP*	Provides investment advisory services to credit and private investing private investment funds and institutional accounts and collateral management services to securitized asset funds
NIBC Bank N.V.***	Advisory/banking affiliate of NIBC, a PE and BTO portfolio company
NIBC Credit Management, Inc.***	Advisory affiliate of NIBC, a PE and BTO portfolio company
Regatta Loan Management LLC* (Relying Adviser)	Provides collateral management services to securitized asset funds
ASK Investment Managers Ltd.*	Provides investment advisory services to funds and high net worth individuals in India
Blackstone Administrative Services Canada ULC	Canadian exempt investment adviser, which serves as a sub-advisor to the registrant and/or its affiliates
Blackstone Advisors India Private Limited	India investment advisory firm, which serves as a sub-advisor to affiliates of the registrant
Blackstone Advisors Korea Limited	Korean investment advisory firm, which serves as a sub-advisor to affiliates of the registrant
Blackstone Capital Israel Ltd.	Israel investment advisory firm, which serves as a sub-advisor to affiliates of the registrant
Blackstone Real Estate Australia Pty Limited	Australian investment advisory firm, which serves as a sub-advisor to affiliates of the registrant and provides investment management services to trustees and in respect of trusts indirectly controlled by the registrant

Blackstone (Shanghai) Equity Investment Management Co. Ltd.	Chinese investment advisory firm, which serves as a sub-advisor to affiliates of the registrant
Blackstone Singapore Pte Ltd	Singapore investment advisory firm, which serves as a sub-advisor to affiliates of the registrant and provides investment advisory services to funds controlled by the registrant
BX Mexico Advisors S.A. de C.V.	Mexican advisory entity which provides services to certain publicly registered trusts
The Blackstone Group (Australia) Pty Limited	Australian investment advisory firm, which serves as a sub-advisor to affiliates of the registrant
The Blackstone Group Germany GmbH	German investment advisory firm, which serves as a sub-advisor to affiliates of the registrant and acts as an investment fund manager
The Blackstone Group (HK) Limited	Hong Kong investment advisory firm holding licenses of dealing in securities and advising on securities, which serves as a sub-advisor to affiliates of the registrant
Blackstone Europe LLP	U.K. investment advisory firm, which serves as a sub-advisor to affiliates of the registrant, with branch offices in other locations
The Blackstone Group Japan K.K.	Japanese investment advisory firm, which serves as a sub-advisor to affiliates of the registrant and has a broker-dealer license for fund marketing
The Blackstone Group Spain SLU	Spain investment advisory firm, which serves as a sub-advisor to the registrant
Registered Commodity Trading Advisor and/or Registered Commodity Pool Operator Entities	
Blackstone Alternative Asset Management L.P. (CTA/CPO)	Manages a series of private and closed-end funds engaged in multi-manager investment programs (<i>i.e.</i> , fund of hedge funds)
Blackstone Alternative Investment Advisors LLC (CTA/CPO)	Provides investment advisory services to open end mutual funds and UCITS
Blackstone Alternative Solutions L.L.C. (CTA/CPO)	Provides investment advisory services to private investment funds which participate in a broad range of direct investment opportunities
Blackstone Strategic Alliance Advisors L.L.C. (CTA/CPO)	Manages a series of private funds engaged in a hedge fund “seeding” program

Napier Park Global Capital (US) LP* (CTA/CPO)	Provides investment advisory services to credit and private investing private investment funds and institutional accounts and collateral management services to securitized asset funds
Insurance Entities	
ELIC Reinsurance Company*	A captive insurance company and wholly-owned subsidiary of Everlake Life Insurance Company
Everlake Assurance Company*	An insurance company domiciled in the State of Illinois
Everlake Life Insurance Company*	An insurance company domiciled in the State of Illinois specializing in life insurance and annuities
Everlake Reinsurance Limited*	An exempted reinsurance company organized under the laws of the Cayman Islands
Resolution Life Group Holdings Ltd.*	An insurance company organized under the laws of Bermuda
Resolution Life Colorado, Inc.*	An insurance company domiciled in the State of Colorado
Security Life of Denver Insurance Company*	An insurance company domiciled in the State of Colorado
Midwestern United Life Insurance Company*	An insurance company domiciled in the State of Indiana
Roaring River II, Inc.*	A captive insurance company and wholly-owned subsidiary of Resolution Life Group Holdings L.P., domiciled in the State of Arizona
Security Life of Denver International Limited*	A captive insurance company and wholly-owned subsidiary of Resolution Life Group Holdings L.P., domiciled in the State of Arizona
Resolution Re Ltd.*	A reinsurance company organized under the laws of Bermuda
Resolution Life Australasia Limited*	An insurance company organized under the laws of Australia
RLNM Limited*	An insurance company organized under the laws of Australia
Resolution Life New Zealand Ltd.*	An insurance company organized under the laws of New Zealand
Gryphon Mutual Insurance Company****	A captive property insurance company
Ki Financial Limited**	A digitally driven Lloyd's of London syndicate insurance company

Lexington National Land Services	A wholly owned title and escrow agent
Prima Assicurazioni S.p.A.**	An Italian tech-enabled insurance company
Westland Insurance Group Ltd. *****	A property and casualty insurance broker

*Portfolio company of affiliated private equity fund

**Portfolio company of affiliated Tactical Opportunities funds

***Portfolio company of affiliated private equity and tactical opportunities funds

****Captive property insurance company owned by its participants (which are Blackstone Real Estate fund investments) and managed by an affiliate of Blackstone

*****Portfolio company of Blackstone Credit and Insurance Funds

The Blackstone Group (HK) Limited is registered in Hong Kong, Blackstone Advisors India Private Limited is registered in India, Blackstone Singapore Pte Ltd is registered in Singapore, Blackstone Europe LLP is registered in the United Kingdom and The Blackstone Group (Australia) Pty Limited is registered in Australia. They provide certain advisory services to BMP, BCEA and certain of their affiliates in Hong Kong, India, Singapore, the United Kingdom, Shanghai, and Australia, respectively. Blackstone Europe LLP also provides certain advisory services to BCP IV and certain of its affiliates in the United Kingdom.

Various management and marketing personnel are registered with our broker-dealer, Blackstone Securities Partners L.P., which is an affiliate of Blackstone that serves as placement agent to the Funds in the U.S. but is not compensated for such services. We do not believe these registrations, in and of themselves, create conflicts for the Funds' investors.

A more detailed description of applicable conflicts of interest is set forth in the Organizational Documents of each Fund.

Item 11 – Code of Ethics

Each PE Adviser recognizes and believes that (i) high ethical standards are essential for its success and to maintain the confidence of its investors; (ii) its long-term business interests are best served by adherence to the principle that the interests of investors come first; and (iii) it has a fiduciary duty to its investors to act in the best interests of the Funds it manages. All PE Adviser personnel are required to act in accordance with the implied contractual covenants of good faith and fair dealing in respect of their dealings with investors and are required to comply with applicable law.

Each PE Adviser is governed by the Blackstone Code of Ethics (the “Code”). The Code governs a number of potential conflicts of interest which exist in connection with the Funds it manages. The Code is reasonably designed to ensure that the PE Advisers meet their fiduciary obligations to Fund investors (or prospective investors) and to instill a culture of compliance within the PE Advisers. An additional benefit of the Code is to detect and prevent violations of securities laws.

The Code is distributed to each employee at the time of hire and annually thereafter, and it is available on Blackstone’s intranet website. The PE Advisers also supplement the Code with ongoing monitoring of employee activity.

The Code includes, among other items, the following:

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

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

Blackstone offers many different products and services across its many businesses and there are several potential conflicts of interest which will from time to time arise. Please see **Item 10 – Other Financial Industry Activities and Affiliations** for a list of investment related potential conflicts, including, in particular, “Other Blackstone Clients; Allocation of Investment

Opportunities” describing conflicts related to allocation of investment opportunities among investment funds sponsored by Blackstone and co-investors. The PE Advisers have adopted policies and procedures reasonably designed to address such potential conflicts of interest.

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

You may request a copy of the Code by contacting the PE Advisers’ Chief Compliance Officer, David Harpest, at (212) 583-5000 or David.Harpest@Blackstone.com.

The PE Advisers do not participate in principal trading generally; however, the PE Advisers would be permitted to if the PE Advisers obtained appropriate Fund investor (or Independent Client Representative, if applicable) approvals, to the extent permitted under applicable Organizational Documents. The PE Advisers address attendant conflicts as described in the applicable Organizational Documents.

Item 12 – Brokerage Practices

The PE Advisers will, in certain circumstances, trade in public securities. In the event a PE Adviser executes a brokerage transaction for one or more Funds (*e.g.*, trades in public securities as a direct investment or as part of or following an initial public offering of a Portfolio Entity) or enters into hedging transactions, the PE Adviser will generally consider qualitative factors including, but not limited to, the broker's reliability and execution capabilities for the transaction, the commissions charged by the broker, and the broker's reputation and responsiveness to requests for trade data and other financial information.

Item 13 – Review of Accounts

Review of Accounts

Currently, the only accounts under the supervision of each PE Adviser are the relevant Funds' accounts. The Funds' accounts and investment positions are monitored by the PE Adviser's personnel on a regular and current basis. Each PE Adviser's Investment Committee meets as necessary to review general portfolio composition, investment opportunities, market conditions, potential conflicts, and recent trading activities. Each PE Adviser's Investment Committee consists of a minimum of 5 persons and additional members depending on the particular investment, all of whom are Senior Managing Directors or founding members of our private equity business. The PE Advisers might periodically review on an expedited basis the assets of the Funds following a unique occurrence in the financial industry or market generally. The Investment Committees may also draw on regional and/or sector experts within Blackstone as appropriate given the specific profile of each investment opportunity.

Reports to Investors

Investors in the Funds generally will receive written quarterly reports which will include capital balance and Fund performance statistics. Investors also will receive written annual audited financial statements for the Fund in which they are invested. The PE Advisers make use of Blackstone's online portal, BX Access, available at www.bxaccess.com for the distribution of reports and other information to investors in the Funds.

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

Item 14 – Client Referrals and Other Compensation

While not an arrangement for client referrals, the PE Advisers from time to time directly or indirectly compensate one or more third parties to act as a placement agent in connection with the offer and sale of interests in a Fund to certain potential investors. Such placement agents, or their affiliates, in certain cases form investment vehicles for the purpose of investing in a Fund and the capital commitments of such third-party investment vehicles will, in certain circumstances, account for a substantial portion of the overall capital commitments to such Fund. The PE Advisers typically compensate a placement agent in the form of a percentage of introduced capital (although other payment arrangements could exist). Such compensation may also be in the form of a reduction of the Management Fee. The PE Advisers also may, in certain circumstances, reimburse the placement agents for expenses incurred in connection with soliciting investors. A placement agent may directly charge investors additional placement fees (or other fees) in connection with their investment in the Funds, and such fees generally do not reduce fees such as Management Fees paid in connection with an investment a Fund. The Funds may agree to reimburse third-party placement agents for expenses and/or agree to indemnify such agents under certain circumstances. With respect to expenses relating to the diligence and negotiation of placement agent arrangements, please see **Item 5 – Fees and Compensation**.

Blackstone Securities Partners L.P., an affiliate of Blackstone, serves as a placement agent to the Funds in the U.S. but is not compensated for such services. Please see **Item 10 – Other Financial Industry Activities and Affiliations** for more information.

Item 15 – Custody

Rule 206(4)-2, as amended (the “Custody Rule”), of the Advisers Act defines custody as holding client securities or cash or having any authority to obtain possession of them. The Funds generally have a PE Adviser affiliate acting as General Partner and, as such, the PE Adviser is generally deemed to have custody of the Funds’ securities and cash. Each PE Adviser generally complies with the Advisers Act custody rule by, among other things, providing all investors in the Funds with audited financial statements.

Item 16 – Investment Discretion

Each PE Adviser maintains the authority to manage or advise the relevant Funds on a discretionary basis, subject to the overall supervision of the applicable General Partner, in accordance with the investment guidelines, objectives, limitations, other provisions and terms set forth in the Funds' Organizational Documents.

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

Proxy Policy

Rule 206(4)-6 under the Advisers Act (the “Proxy Rule”) requires registered investment advisers that exercise voting authority over client securities to implement proxy voting policies. Because each PE Adviser will generally be deemed to have authority to vote proxies relating to the companies in which its clients invest, the PE Advisers have adopted a set of policies and procedures (together, the “Policy”) in compliance with the Proxy Rule. To the extent that a PE Adviser exercises or is deemed to be exercising voting authority over its clients’ securities, the Policy is designed and implemented in a manner reasonably expected to ensure that voting with respect to proxy proposals, amendments, consents or resolutions (collectively, “proxies”) is exercised in a manner that serves the best interest of the Funds, as determined by the PE Adviser in its sole discretion. Notwithstanding the foregoing, because proxy proposals and individual company facts and circumstances may vary, the PE Advisers may not always vote proxies in accordance with the Policy. In addition, many possible proxy matters are not covered in the Policy. Generally, the PE Advisers will vote proxies in favor of management’s recommendation, including, but not limited to, the following matters: (i) the election of the board of directors; (ii) the approval of financial statements as presented by management; and (iii) will generally vote in favor of the selection of independent auditors even if the proposed auditor is currently the auditor of Blackstone Inc. In certain cases where an investment is made with Blackstone-affiliated or unaffiliated sponsors, proxy voting may be delegated to such other sponsors (each such sponsor a “Voting Sponsor”) provided that Blackstone reasonably believes that such Voting Sponsor’s policies regarding proxy voting are consistent with the Policy.

From time to time, conflicts can be expected to arise between the interests of the investor, on the one hand, and the interests of a PE Adviser or its affiliates, on the other hand. If the PE Adviser determines that it has, or may be perceived to have, a conflict of interest when voting a proxy, the PE Adviser will address matters involving such conflicts of interest on a case-by-case basis by consulting with the Chief Compliance Officer or his designee, subject to legal, regulatory, contractual or other applicable considerations. The analysis will be documented. Each PE Adviser in its sole discretion, may elect not to vote certain routine proxies if unduly burdensome.

Investors may request a copy of the Policy and the voting records relating to proxies as provided by the Proxy Rule by contacting the PE Advisers’ Chief Compliance Officer, David Harpest, at (212) 583-5000 or David.Harpest@Blackstone.com.

Item 18 – Financial Information

No PE Adviser has ever been the subject of a bankruptcy petition at any time during the past ten years or is aware of any financial condition reasonably likely to impair its ability to meet contractual commitments to its clients.

Item 19 – Requirements for State Registered Advisers

This item is not applicable as none of the PE Advisers is registered in any state.