

# TPG Real Estate Advisors, LLC

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Part 2A of Form ADV: Firm Brochure  
March 28, 2024

**This brochure provides information about the qualifications and business practices of TPG Real Estate Advisors, LLC. If you have any questions about the contents of this brochure, please contact us at (817) 871-4000. The information in this brochure has not been approved or verified by the United States Securities and Exchange Commission or by any state securities authority.**

**Additional information about TPG Real Estate Advisors, LLC also is available on the Securities and Exchange Commission's website at [www.adviserinfo.sec.gov](http://www.adviserinfo.sec.gov).**

**An investment adviser's registration with the United States Securities and Exchange Commission does not imply a certain level of skill or training.**

## **ITEM 2 – MATERIAL CHANGES**

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

- **Item 5** has been updated to reflect updated disclosure regarding Fund expenses, fees for services provided to portfolio companies, and Y Analytics;
- **Item 8** has been updated to reflect updated risk factors related to the TPGRE Vehicles' investment strategies; and
- **Item 11** has been updated to reflect new or updated disclosure regarding potential and/or actual conflicts of interest faced by us related to allocating investment opportunities, allocating co-investment opportunities and co-investment warehousing, allocating other fees and expenses, a TPGRE Vehicle investing alongside other TPGRE Vehicles and/or Related Funds (as defined herein), TPGRE Vehicles and Related Funds investing in different levels of the capital structure of the same portfolio investment, possessing material non-public information, information barriers, interest of our professionals in the TPGRE Vehicles and Related Funds and engaging in strategic transactions.

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#### **ITEM 4 – ADVISORY BUSINESS**

For purposes of this brochure, “we,” “us” and “our” refer to TPG Real Estate Advisors, LLC, together (where the context permits) with our subsidiaries that provide investment advisory services and our affiliates that serve as general partners of the TPGRE Vehicles (as defined below).

*Advisory Clients.* As set forth below, our only advisory clients are the Funds and certain fee-paying Co-Investment Vehicles (each as defined below), which we refer to collectively as the “TPGRE Vehicles.” In particular,

- We provide investment advisory services to the following, which we refer to collectively as the “Funds”:
  - pooled investment vehicles that are not registered under the Investment Company Act of 1940, as amended (the “Investment Company Act”), and whose securities are not registered under the Securities Act of 1933, as amended (the “Securities Act”), and
  - certain individual investors through separately managed account arrangements.

The Funds’ investors are primarily “qualified purchasers,” as defined in the Investment Company Act, and may include, among others, pension and profit sharing plans, trusts, estates, high net worth individuals, banks, thrift institutions, charitable organizations, corporations, limited partnerships and limited liability companies.

We also serve as the sponsor of entities that act as feeder vehicles into certain Funds or Funds into which other Funds invest. Additionally, in order to meet tax, regulatory or other requirements, certain investors invest in substantially the same portfolio as the applicable Funds through specially formed investment vehicles, which we also advise.

The Funds include both investment vehicles that invest primarily in real estate equity investments (the “TPG Real Estate Funds”) and investment vehicles that invest primarily in real estate debt investments (the “TPG Real Estate Credit Funds”).

- From time to time, we also form capital around particular or multiple investment strategies or themes, or establish, on a transaction-by-transaction basis, investment vehicles, separately managed accounts or other accounts or arrangements through which certain persons generally invest alongside one or more Funds (each, a “Co-Investment Vehicle”). When a Co-Investment Vehicle is established for a particular transaction, it generally will invest in the transaction on the same terms as the applicable Fund that also is invested in such transaction. In certain cases, Co-Investment Vehicles may also pursue investments that are not pursued by a Fund.

*Organization.* TPG Real Estate Advisors, LLC was formed as a Delaware limited liability company in 2013 and is part of a private investment firm originally founded in 1992, which we refer to, together with its affiliates, including us, as “TPG.” In addition, TPG Real Estate Advisors, LLC is an indirect subsidiary of TPG Inc. (the “Public Company”), whose Class A common stock is listed on Nasdaq under the symbol “TPG.”

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

*Nature of Advisory Services.* As an investment adviser, we identify investment opportunities and participate in the acquisition, management, monitoring and disposition of investments for each TPGRE Vehicle. We primarily provide investment advisory services related to investments in a range of real estate-related strategies, including

- private platform;
- single-asset acquisition and/or development;
- corporate control or non-control;
- acquisition of loans;
- origination of high yield senior and subordinate loans; and
- public company investments, including
  - private investment in public equities (also known as “PIPEs”);
  - corporate “carve-outs”; and
  - public-to-private transactions relating to, among other things,
    - office;
    - industrial;
    - retail;
    - condominium;
    - apartment;
    - hotel and/or other hospitality;

- single-family residential;
- self-storage;
- senior living properties;
- student housing; and
- mixed-use

in the United States and certain non-U.S. jurisdictions. Such investments take the form of various instruments, including

- equities and other securities (including asset-backed and other structured securities);
- loans (including bank loans, mortgage loans and mezzanine loans);
- receivables;
- assets;
- claims;
- derivatives (including those that derive their value from the foregoing); and
- interests in the foregoing instruments

all from a broad range of issuers and counterparties, and in each case to the extent consistent with the applicable TPGRE Vehicle's investment objectives and strategies (please see "*Item 8 – Methods of Analysis, Investment Strategies and Risk of Loss*").

*Advisory Services and Related Agreements.* We generally provide investment advisory services to each TPGRE Vehicle pursuant to a separate advisory services agreement, each of which we refer to as an "Advisory Services Agreement." Each TPGRE Vehicle's Advisory Services Agreement sets forth the terms of the investment advisory services we provide to the TPGRE Vehicle, including any specific investment guidelines or restrictions. Investment guidelines for each TPGRE Vehicle, if any, are generally established in its organizational or offering documents, the Advisory Services Agreement and/or side letter agreements negotiated with its investors. We provide investment advice directly to the TPGRE Vehicles, and not individually to the investors in the TPGRE Vehicles.

As described more fully in Item 11 below, we and our related entities routinely enter into side letter agreements with certain investors in the TPGRE Vehicles providing such investors with customized terms, which often results in preferential treatment.

*Amount of Client Assets.* As of December 31, 2023, we managed on a discretionary basis a total of approximately \$15,788,500,000 of client assets.

## **ITEM 5 – FEES AND COMPENSATION**

*Fees Generally.* We generally charge asset-based investment management fees and incentive fees from the applicable TPGRE Vehicle pursuant to each Advisory Services Agreement. Management fees paid by a TPGRE Vehicle are indirectly borne by its investors. Such TPGRE Vehicles' management fees are deducted from TPGRE Vehicle assets and generally payable quarterly in advance or in arrears. The amount of any TPGRE Vehicle's management fee is prorated for periods of less than a full billing cycle at the beginning or end of our provision of investment advisory services, and any prepaid amount in excess of the prorated fee will be returned upon termination of our investment advisory services. To the extent the base upon which we charge management fees changes during the course of the relevant period (e.g., due to an increase/reduction in actively invested capital), we generally are not required to make any adjustment, true-up or refund. As a result, we have an incentive to time the termination of the applicable TPGRE Vehicle's commitment period or the disposal of a particular investment in a manner that increases the aggregate amount of management fees we receive.

We establish and negotiate with investors in the applicable TPGRE Vehicle the precise amount of, and the manner and calculation of, the management fees. Such TPGRE Vehicle's Advisory Services Agreement, organizational documents, offering documents and/or other documentation, which we refer to collectively as, together with any applicable side letters, the "Governing Documents," set forth the precise amount of, and the manner and calculation of, the management fees.

Certain investors in a Fund, including, for example, a Fund's general partner, its affiliates and certain "friends of the firm" (including any related entity established by any of the foregoing, such as trusts, charitable programs, endowments or related programs, family investment vehicles and other estate planning vehicles), pay reduced or no management fees at our discretion (though these investors generally pay their pro rata share of certain Fund expenses).

Please see Item 11 for a description of the side letter agreements we and our Related Advisers (as defined below) enter into with certain investors in TPGRE Vehicles that provide such investors with customized terms, including with respect to reduced management fees.

Please see Item 6 for more information on incentive compensation.

*Fund Expenses.* In addition to the management fees described above,

- certain Funds reimburse us or our affiliates for certain organizational expenses, generally up to a specified cap, that are incurred in connection with the formation of the Funds and the offering of interests in them to potential investors, including
  - fees and expenses of our counsel, including for preparing offering materials and preparing and negotiating the Governing Documents and other documents such as engagement letters for placement agents and all other documents attendant to a Fund's formation and organization;

- travel and related expenses incurred in connection with meetings with prospective investors regarding possible investments in the Funds;
- printing, legal, capital raising, accounting, regulatory compliance (including the initial compliance contemplated by the European Union's Directive 2011/61/EU on Alternative Investment Fund Managers (the "AIFMD") or any similar law, rule or regulation) and any administrative or other filings (including the preparation, distribution or filing of any filings or reports contemplated by AIFMD or any similar law, rule or regulation); and
- other expenses related to a Fund's formation;
- each Fund, and hence all of its investors, also generally bears all of the expenses incurred in relation to its activities, operations, meetings, termination and eventual liquidation (other than expenses resulting from the fraud, gross negligence or willful misconduct of us or its general partner). These include most expenses related to the Fund (and its alternative investment vehicles ("AIVs"), special purpose vehicles and subsidiaries, including any subsidiaries that elect to be taxed as REITs and any foreign subsidiaries), such as the following expenses, costs and fees:
  - fees, costs and expenses incurred in connection with researching, discovering, investigating, pursuing, negotiating (including on negotiated trading platforms (e.g., ISDA contracts)), rating and structuring of investment opportunities (whether or not the investment is consummated) and making investments, including, for example,
    - fees, costs and expenses associated with the organization, operation, administration, restructuring or dissolution, liquidation, winding-up and termination of a Fund, any subsidiaries, any special purpose vehicles or any AIVs, including the formation and administration of a liquidating trust;
    - legal fees for drafting and negotiating agreements related to the making and financing, refinancing, structuring or restructuring of an investment, conducting due diligence and securing regulatory approvals;
    - fees of accountants that provide due diligence and other services, including analyses with respect to accounting or performance reporting standards such as International Financial Reporting Standards (IFRS) and Global Investment Performance Standards (GIPS);
    - fees of tax specialists that advise on the optimal structuring of an investment;
    - fees of investment banks and related bank charges, placement, syndication and solicitation fees, arranger fees, sales commissions, investment, execution, closing and administrative fees, costs and expenses;



- fees of advisors, consultants and other third-party service providers that advise, among other things, on various aspects of sourcing, investigating, and pursuing possible investments, including industry and subject-matter experts;
- fees and expenses relating to potential but not consummated investments, including costs that could have been allocated to prospective co-investors (including affiliated co-investors) had the deal been consummated;
- startup costs and organizational expenses relating to potential platform investments that a Fund ultimately does not invest in;
- startup costs relating to potential platform companies that a Fund ultimately does not pursue;
- fees and expenses related to the travel of our employees, including airfare, hotel and meal expenses; and
- loan origination, loan servicing and loan agency services and similar services;
- fees, costs and expenses incurred in rating, holding, developing, operating, trading and hedging, managing, financing (including providing guarantees and other credit support), refinancing, monitoring, structuring, restructuring, servicing, collecting on, disposing of and otherwise realizing upon investments, which can include amounts incurred in pursuing secondary liquidity transactions on behalf of a Fund or its assets, whether or not consummated;
- fees, costs and expenses of compensating co-venturers;
- fees, costs and expenses related to a Fund's borrowing, such as interest, commitment fees, upfront fees, legal fees, hedging fees, structuring fees and underwriting fees, fees in connection with margin loans and total return swaps and other fees and expenses;
- fees, costs and expenses related to conferences and other professional development activities for portfolio investment executives (including those we organize);
- fees, costs and expenses related to business development activities, including meals and events;
- fees and expenses of
  - custodians;
  - depositaries (including a depositary appointed pursuant to the AIFMD);
  - advisors (including Senior Advisory Professionals (as defined below));

- consultants (including, but not limited to, consulting fees incurred by the applicable Fund for the benefit of its portfolio investments) or recruiters (including in connection with industry research, and recruiting senior advisors);
- economists;
- sourcing persons;
- brokers;
- local paying agents,
- licensed local distributors and similar persons or entities,
- outside counsel,
- intermediaries;
- administrators;
- alternative investment fund managers,
- valuation firms;
- lawyers and legal professionals;
- tax professionals;
- accountants;
- auditors;
- investment bankers,
- lenders,
- loan originators,
- loan servicers,
- loan agencies,
- asset managers,
- expert networks and
- other services or professionals for services rendered to the Funds

- (in each case, regardless of whether TPG employees have provided similar services to the Funds or Related Funds (as defined below))
- of Y Analytics (a public benefit organization currently controlled by TPG) and similar impact consultants;
  - expenses relating to advisory committee meetings and activities, including
    - venue, food and beverage and speaker expenses;
    - fees, costs and expenses associated with any legal counsel or other third-party service providers or advisors or a Fund's advisory committee; and
    - travel and accommodations of advisory committee members;
  - expenses relating to other meetings of the limited partners of a Fund in connection with such Fund, including venue, food and beverage, speaker and travel expenses, and fees, costs and expenses associated with any legal counsel or other third-party service providers or advisors;
  - expenses relating to the travel and accommodations of our employees in connection with advisory committee or limited partner meetings and other Fund-related travel;
  - the cost of insurance coverage, including general partner liability/director and officer insurance and crime/fidelity insurance and cybersecurity insurance (including fees, costs and expenses related to any retention or deductibles and broker costs, and commissions) and any consultants or other advisors utilized in the procurement, review, maintenance and analysis of insurance (see "*Item 11 – Allocation of Other Fees and Expenses*");
  - relating to third-party joint venture partners, operating partners and other similar persons or entities;
  - information technology system expenses, including the costs of acquiring, development, implementing and maintaining computer software (including, but not limited to, specialty and custom software) and hardware and other technological systems for the benefit of a TPGRE Vehicle (including third-party diligence software and service providers);
  - fees and expenses of servicers engaged to provide asset management, due diligence and underwriting services, asset and loan servicing and operational or other services with respect to portfolio investments;
  - sales, leasing, underwriting, origination and brokerage commissions and any other investment costs actually incurred in connection with actual portfolio investments;
  - for clearing and settlement charges;

- principal, interest, commitment fees, upfront fees, legal fees and other fees and expenses in connection with or arising out of all indebtedness and borrowings made by the Fund, including the arrangement thereof;
- any taxes, fees or other governmental charges levied against the Fund or its subsidiaries;
- relating to any fees, costs and expenses related to potential, unconsummated or actual transactions that, if consummated, would require the consent of an advisory committee (due to conflict or otherwise), even if such fees, costs and expenses are incurred prior to receiving such consent or if such consent is never sought or received by the advisory committee;
- expenses relating to any audit, investigation, regulatory or governmental inquiry or public relations undertaking (including lobbying);
- fees, costs and expenses of any administrator and valuation experts (including in relation to calling capital from and making distributions to a Fund's limited partners, the administration of assets, financial planning, and treasury activities);
- relating to Foreign Office Services, as described below;
- fees, costs and expenses relating to compliance with tax or regulatory requirements applicable to a Fund or AIVs and/or relating to their operation (including the preparation and delivery of Fund financial statements, tax returns, Schedule K-1s or equivalent forms, registration as a "private fund" with the Cayman Islands Monetary Authority under the Cayman Islands Private Funds Act (As Revised), engagement of alternative investment fund managers, depositaries, administrators and other service providers in connection with our compliance with obligations arising from the European Union's Directive 2011/61/EU on Alternative Investment Fund Managers or any law, rule, or regulation relating to the implementation thereof in any relevant jurisdiction with respect to a Fund or AIVs, engagement of local representatives or paying agents, the preparation and submission of regulatory filings of a Fund and its affiliates (including Form PF, Form SHLA and other regulatory filings relating to a Fund's activities including those with the U.S. Commodity Futures Trading Commission ("CFTC") and the SEC) and our compliance with obligations arising from the European Union's Directive 2011/61/EU on Alternative Investment Fund Managers with respect to a Fund or AIVs or any law, rule, regulation, policy, directive or special measure (including in relation to privacy, data protection, know-your-customer, anti-money laundering, sanctions or anti-terrorism considerations, including the engagement of administrators and/or similar persons to provide services in connection therewith));
- relating to the implementation of, and compliance with, legal, regulatory, environmental, social, governance ("ESG") and other similar standards, requirements and commitments applicable to a Fund, its investments and potential investments, including diligence, monitoring and reporting with respect thereto and any

requirements relating to the foregoing set forth in one or more side letters or investor policies (“Portfolio Compliance”);

- relating to establishing, implementing, monitoring and/or measuring the impact of ESG policies and programs with respect to a Fund or its investments or prospective investments or the ESG-related impact of its investments on the environment or people;
- relating to the representation of a Fund or investors with respect to tax compliance or controversy matters (including fees, costs and other expenses incurred by the tax matters partner and/or partnership representative acting in such capacity or in connection with any tax audit, investigation, settlement or review of a Fund and expenses incurred in connection with tax preparation and filings);
- fees, costs and expenses relating to compliance (or monitoring compliance) with the Governing Documents, side letters (including “most favored nation” provisions) and any related document, and preparation of related materials including the preparation and distribution of side letters, definitive documents and other materials to investors as “closing sets” or other post-closing distributions, and the preparation of internal manuals, summaries, guides and other documents to facilitate our compliance with and organization of our Fund-related documents;
- fees, costs and expenses relating to exploring, evaluating, structuring, negotiating and/or consummating any potential liquidity transaction, including any costs related to offering or otherwise making available any of the foregoing to one or more partners (including any costs related to initial set up, ongoing subscriptions, compliance, tax analysis and/or maintenance of secondary matching programs and/or qualified matching services);
- the costs and expenses of litigation or arbitration relating to the activities or operations of the Fund (including the costs of discovery related thereto) and any related judgments or settlements (including any indemnification paid pursuant to the Governing Documents and any extraordinary expenses or liabilities relating to the Fund’s affairs and any similar obligations);
- fees, costs and expenses relating to administrative and accounting services (including limited partner information databases) and the creation of financial reports, and other responses to reporting requests from a Fund’s limited partners, including the costs incurred to audit and provide access (whether through the Fund’s website or other portal) to such reports and any other related operational, secretarial or postage expenses and expenses related to protecting the confidential or non-public nature of any information or data, and expenses related to consummated or unconsummated investor transfers that are not otherwise borne by the transferring (or potentially transferring) parties;
- relating to any costs and expenses incurred by the general partner, us or our or their respective personnel with respect to conferences, training programs and similar meetings;

- relating to any activities with regards to protecting the confidential or non-public nature of any information or data (including any costs incurred in connection with the U.S. Freedom of Information Act, or any similar statutory or regulatory disclosure requirement of any state or other jurisdiction, the California Consumer Privacy Act or any applicable legislation or regulation relating to the protection of personal data in force from time to time in the European Union, the European Economic Area or the United Kingdom, including the Data Protection Directive (95/46/EC), the UK Data Protection Act 2018, the Privacy and Electronic Communications (EC Directive) Regulations 2003, the Data Protection (Processing of Sensitive Personal Data) Order 2000, the General Data Protection Regulation (EU 2016/679), any other legislation that implements any other then current or future legal act of the European Union concerning the protection and processing of personal data, any national implementing or successor legislation and any amendment or re-enactment of the foregoing);
- technology-related expenses, including any computer software or hardware, electronic equipment or purchased information technology services utilized in connection with a Fund's investments and operations;
- fees, costs and expenses relating to any amendments, restatements or other modifications to the Governing Documents and any other related documents of a Fund and any other related documents of the applicable Fund, including the solicitation of any consent, approval, waiver or similar acknowledgement from the Fund's partners and/or the advisory committee and preparation of related materials;
- any other fees, costs, expenses, liabilities or obligations approved by a Fund's advisory committee;
- all third-party fees, costs and other expenses related to any of the items described above;
- any other expense not specifically identified in the Governing Documents as being borne by us; and
- certain Funds reimburse us or our affiliates for certain expenses, including, among other things, expenses related to in-house services (as described below) and employees or consultants providing Real Estate Services (as defined below) (as described below – see “*Item 11 – Providers of Real Estate Services to Portfolio Investments*”) to the TPGRE Vehicles or their portfolio investments. These expense reimbursements are generally disclosed to investors.

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

Expenses of a Fund, including any parallel investment entities, and any lockstep vehicles, will generally be allocated among all such entities on a pro rata basis based on capital commitments, regardless of the specific nature of the expense. We may, but are not required to, specially allocate expenses, as we determine in good faith to be fair and equitable under the circumstances. From

time to time we incur costs and expenses for a particular entity and are required to make determinations as to whether such costs and expenses are to be specially allocated and borne by only a single entity or whether such costs and expenses should be allocated pro rata among a Fund, including the parallel investment entities, and lockstep vehicles. We often determine not to make such special allocations, including due to administrative convenience, to keep unused capital commitments aligned, and/or for other reasons we determine in our sole discretion, even if the expenses relate only to particular entity(s) and/or investor(s) therein. This will result in any one entity bearing a portion of certain expenses attributable to another entity, even if such expenses are not directly connected to the activities and operations of all entities bearing the expense, including expenses incurred in connection with either a Fund's or such other vehicle's legal, tax and regulatory compliance with any U.S. or non-U.S. law or regulation (including, without limitation, reports, disclosures, registration and other filings and notifications prepared in accordance with the laws of any such jurisdiction). To the extent that such expenses are allocated pro rata based on capital commitments, the entity with the greatest capital commitments will bear a greater portion of these expenses. For example, in the event that TPG were to form a parallel investment entity organized in Luxembourg or another European country (an "EU Fund"), such EU Fund would result in the incurrence of costs and expenses in connection with its organization and operation that would not have otherwise been incurred, including the costs of alternative investment fund managers, depositaries, administrators, legal and regulatory costs and expenses, and other expenses. Such costs and expenses would be subject to the allocation practices described above.

In addition, we incur some expenses on an aggregate basis for the benefit of multiple TPGRE Vehicles, Related Funds and/or TPG. For example, we purchase, on a firm-wide basis, insurance that covers TPG, the TPGRE Vehicles and Related Funds. We allocate the aggregate costs of these items across the applicable TPGRE Vehicles, Related Funds and TPG in a manner we determine to be reasonable and fair in our sole discretion. Generally, the allocation method across multiple TPGRE Vehicles or Related Funds is pro rata in accordance with assets under management, but we vary this approach in particular instances if we believe another method is more equitable. For instance, when allocating amounts (including firm-wide insurance) to TPG, TPG's allocable portion may be based on some other metric and may be a fixed percentage that we determine to be equitable. See "*Item 11 – Allocation of Other Fees and Expenses*" for more information.

In addition, although some expenses are incurred on behalf of a TPGRE Vehicle, they are likely to benefit other TPGRE Vehicles, Related Funds or TPG more broadly. For example, information and data TPG obtains in connection with a TPGRE Vehicle's research, due diligence and investment activities will be valuable to other TPGRE Vehicles, Related Funds and TPG's other businesses. In addition, tools and resources developed at a TPGRE Vehicle's expense will be the intellectual property of TPG and not the TPGRE Vehicle. If TPG licenses or sells their intellectual property to third parties in the future, the relevant TPGRE Vehicle will not benefit from such license or sale.

For information on brokerage practices, see Item 12 below.

*Co-Investment Vehicles.* In certain instances we will evaluate investment opportunities that, if consummated, we would likely offer in part to a Co-Investment Vehicle or prospective co-investors, including affiliated co-investors. Investors in a Co-Investment Vehicle typically bear

all expenses related to the vehicle's formation and operation similar to those described above for a Fund, and the vehicle generally bears its pro rata portion of expenses incurred in the making of an investment. However, if such a potential investment is not consummated, the full amount of any expenses relating to the potential but not consummated investment and co-investment (including reverse termination fees, extraordinary expenses such as litigation costs and judgments and other expenses) will typically be borne entirely by the Fund or Funds we select as proposed investors for such investment, rather than the Co-Investment Vehicle or any such prospective co-investors. Alternatively, such co-investors could independently pursue such transaction, without reimbursing a Fund for its broken deal costs. See "*Item 11 – Allocation of Fees and Expenses for Broken Deals*" for more information.

With respect to Co-Investment Vehicles, any fees we receive, and expenses borne by the Co-Investment Vehicle, are generally negotiated on a vehicle-by-vehicle basis, but sometimes include asset-based fees and expense reimbursements, reimbursements for Real Estate Services, non-advisory administrative fees and/or management fees similar to those described above for the Funds.

*Fees for Services Provided to Portfolio Investments.* Typically, certain net fees we receive in respect of our management of the TPGRE Vehicles, which we refer to as "portfolio fees," allocable to fee-paying investors, will offset the management fee due from such investors. For certain TPGRE Vehicles, there is no management fee offset applicable to investors who do not pay management fees. Accordingly, we retain amounts of portfolio fees allocable to fee-free investors without further offsetting the management fee of fee-paying investors.

Portfolio fees include the cash and other consideration:

- received by any of the following (except Senior Advisory Professionals, those providing Real Estate Services or those receiving underwriting, private placement or arranging fees, discounts or commissions):
  - us;
  - the Funds' general partners;
  - any of their respective employees or affiliates (other than a TPGRE Vehicle, any parallel investment entity, lockstep vehicle and any side-by-side separate account); or
  - any of a Fund's general partner's partners;
- from or in respect of a TPGRE Vehicle's portion of an investment as:
  - origination fees, lending fees or "points";
  - acquisition and disposition fees;
  - directors' fees;
  - financial consulting fees;
  - advisory fees;



- monitoring fees (including accelerated monitoring fees in certain circumstances as described below);
- any other fees earned on or relating to the making, disposition or management of investments; and
- break-up fees received in connection with the termination, cancellation or abandonment of a potential investment.

For purposes of calculating the amount that offsets the management fees, portfolio fees are net of any reimbursement for Real Estate Services from portfolio fees. In addition, amounts constituting portfolio fees may be used in our sole discretion to pay or reimburse out-of-pocket expenses related to the investment giving rise to such amounts instead of applying such amounts as a management fee offset.

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

Although these portfolio fees are in addition to the management fees, we will in some circumstances be obligated to reduce the amount of management fees paid by the applicable TPGRE Vehicle by an amount equal to all or a portion of such portfolio fees. The specific amount and nature of this reduction varies among TPGRE Vehicles and is generally set forth in the Governing Documents of the applicable TPGRE Vehicle. Furthermore, a TPGRE Vehicle will, in most cases, only benefit with respect to its allocable portion of any such fee and not the portion of any fee allocable to another entity, including, if applicable, another TPGRE Vehicle, Related Fund or other co-investor. As some TPGRE Vehicles do not pay management fees or do not have offset provisions requiring the reduction of management fees, we will retain portfolio fees allocable to these TPGRE Vehicles without reduction.

Certain fees and reimbursements are generally not considered portfolio fees under the terms of the applicable Governing Documents, and are not subject to the reduction arrangements described above. These amounts include but are not limited to :

- reimbursement payments from portfolio investments and/or TPGRE Vehicles for Real Estate Services (as described below – see “*Item 11 – Providers of Real Estate Services to Portfolio Investments*”);
- reimbursement payments to us for in-house services or Foreign Office Services provided by us or an affiliate (as described below) (see “*Item 5—Fund Expenses*”);
- any amounts paid by a platform investment to its management team (as described below – see “*Item 11—Platform Companies*”).

- any profits interests or other compensation or amounts payable by a portfolio investment or a TPGRE Vehicle to an affiliate of ours (including former Senior Advisory Professionals) pursuant to an arrangement that was entered into prior to such person becoming an affiliate of TPG, regardless of when the interests, compensation or amounts crystallize or vest and similarly, any profits interests or other compensation or amounts payable by a portfolio investment or a TPGRE Vehicle to former TPGRE Personnel (as defined below) or other persons who are or become unaffiliated with us (even if any such fee is earned during their tenure with us);
- any amounts paid by a former portfolio investment, such as directors' fees a former portfolio investment pays one of our professionals who remains on the investment's board of directors following the TPGRE Vehicles' disposition of its investment;
- any underwriting, private placement, arranging or similar broker-dealer fees, discounts or commissions paid by portfolio investments to TPG Capital BD, LLC ("TPG BD"), our broker-dealer affiliate (or other affiliated broker-dealers) in connection with securities offerings or loan syndications (as described below – see "*Item 5— Compensation Received by TPG Capital BD, LLC and Related Entities for Capital Markets Activity*");
- any fee paid to a co-underwriter or co-sponsor of an investment;
- a portion of a transaction or other fee received from an actual or prospective portfolio investment that we in our sole discretion agree to pay to a third party, such as a consultant, advisor, Senior Advisor, finder, broker and/or investment bank (as the third-party fee is not a fee that we are entitled to retain);
- any amounts paid by a TPGRE Vehicle or by portfolio companies to persons designated in the Governing Documents as unaffiliated with us, such as Y Analytics;
- any amounts paid by our portfolio investments as reimbursement for any out-of-pocket costs and expenses we incur in connection with a transaction, including travel expenses, whether or not these expenses would be payable by a TPGRE Vehicle if not for such reimbursement;
- any amounts paid by a TPGRE Vehicle or by portfolio investments to persons designated in the Governing Documents as unaffiliated with us; and
- any amounts a TPGRE Vehicle's advisory committee consents not to treat as portfolio fees.

Receiving amounts that do not offset the management fee gives us an incentive to maximize such amounts and to make and structure and potentially syndicate investments that could generate such amounts, even if we otherwise would not make such an investment in their absence. For example, origination fees with respect to certain TPGRE Vehicle's portfolio investments can be paid to us, in which case management fees will typically be offset by 100% of the amount of the TPGRE Vehicle's share of such net origination fees, but not by amounts attributable to investments by other TPGRE Vehicles and/or Related Funds or any third parties. Alternatively, a TPGRE Vehicle could receive the origination fees directly, in which case there will typically be no management

fee offset. We generally receive a greater economic benefit by structuring origination fees to be paid to us directly, subject to the management fee offset, and are authorized to do so in our sole discretion. Origination fees paid to us or a TPGRE Vehicle in connection with a transaction could be allocated, or not, to other TPGRE Vehicles and/or Related Funds, including separate accounts, lock step vehicles, side cars or other co-investment vehicles that invest (or are expected to invest) alongside a TPGRE Vehicle, as determined by us to be appropriate given the circumstances.

Governing Documents generally allow us to receive portfolio fees from or in respect of from a TPGRE Vehicle's portfolio investments, and we expect to receive such portfolio fees over the life of a TPGRE Vehicle. The amount, structure, timing and other terms of any portfolio fee will vary depending on the terms of our agreement with each portfolio investment. Some portfolio fees are payable upon closing of a particular transaction or other events, whereas other portfolio fees are payable in annual installments, with the possibility that those annual payments accelerate upon specified events. For example, we from time to time charge a portfolio investment annual monitoring fees under a management services agreement. The monitoring fees can be a fixed annual amount or a floating amount, sometimes based on a percentage of the investment's earnings. There can be no assurance that the amount of fees charged will be proportional to the amount of hours or value of work performed on behalf of the portfolio investment. A management services agreement typically has a stated term of ten years, though we expect a management services agreement to terminate when the TPGRE Vehicle ceases to hold a material interest in the relevant portfolio investment. In certain circumstances (such as the occurrence of an initial public offering or a sale where the TPGRE Vehicle maintains a material interest), the termination of the management services agreement may result in the acceleration of the payment of all or a portion of the monitoring fees or may result in the payment of other exit, performance-based or termination fees. Portfolio fees are often received from operating companies, but we are also authorized to receive portfolio fees from holding companies or special purpose vehicles we establish to make investments, including those over which we exercise complete discretion. The portfolio fees paid by portfolio investments in these situations may be significant. We also may receive portfolio fees in kind, including equity, profits interests, grants or other similar interests in a TPGRE Vehicle's portfolio investments, which could be significant, and in hindsight, these amounts may ultimately be worth significantly more than if we had received cash. In general, we typically do not negotiate portfolio fees with portfolio investments on an arm's-length basis. Portfolio fees could adversely affect a portfolio investment's financial performance.

The Governing Documents provide for management fees to be paid by the TPGRE Vehicles to us, for allocation of certain expenses and portfolio fees to us and for certain indemnification and exculpation of us and certain related persons. In addition, we, or our employees on our behalf, may receive stock of certain portfolio investments as a portfolio fee due to the service of our employees on the boards of such portfolio investments. Although such fees may be subject to offset as described above, the recipients (including us) of such stock generally will be able to determine the timing of the stock's disposition, which creates in certain circumstances a conflict of interest between us, as an adviser to the TPGRE Vehicle, and our related persons, on the one hand, and the TPGRE Vehicle, on the other.

We and our affiliates also engage and retain Senior Advisory Professionals, advisors, consultants and other similar professionals as independent contractors who, from time to time, receive payments from, or allocations with respect to, portfolio investments, TPGRE Vehicles and/or other

entities. In such circumstances, such amounts generally will not be deemed paid to or received by us and our affiliates and such amounts will not be subject to the offset arrangements described above. We describe these relationships further below. See “*Item 11 – Conflicts Relating to Activities and Compensation of Senior Advisory Professionals and Other Consultants,*” and “*Item 11 – Activities and Compensation of Other Third Parties.*”

Receiving amounts that do not offset the management fees gives us an incentive to maximize such amounts and to cause TPGRE Vehicles to make investments that could generate such amounts even if we otherwise would not have caused TPGRE Vehicles to make such investments in their absence.

*Certain In-House Services.* Certain TPGRE Vehicles are responsible, either directly or by reimbursing us for the fees, costs and other expenses related to certain legal, regulatory, tax, finance and accounting, information technology, fund administration and similar services (including all fees, costs and other expenses relating to Portfolio Compliance) provided by us or an affiliate to or for the benefit of the TPGRE Vehicle (including an allocable portion of personnel and related overhead expenses) if certain conditions are met, which generally include but are not limited to:

- the fees, costs and other expenses of these services would be paid by the TPGRE Vehicle if the services were provided by third-party service providers;
- we reasonably believe it is in the TPGRE Vehicle’s best interests to have in-house personnel perform such services; and
- the costs of providing such services in-house are less than the amount that would be charged by a third party in an arm’s-length transaction.

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

- legal, regulatory and tax services in connection with the organization, operation and activities of a TPGRE Vehicle, including preparation, negotiation, interpretation and implementation of a TPGRE Vehicle’s Governing Documents, investment due diligence, structuring, negotiation, execution, monitoring and exit related activities, and tax and regulatory compliance, analysis, reporting and filings;
- financial management activities, including calculation of management fees and carried interest, financial tracking and reporting, preparing and recording capital activity,

performing bank account reconciliations, and calculating and maintaining track records, and preparing and presenting fund reporting to investors;

- opening and administering bank accounts and brokerage accounts, custody administration, obtaining and administering or otherwise managing lines of credit, foreign exchange and other hedging and execution (where applicable);
- assisting in and administering deal closings, distributions, capital calls and other funds flows, managing credit lines, fund expense review, fund performance monitoring and reporting and fund working capital management;
- accounts payable and receivable processing and process development, expense analysis and fund invoice execution and cash collection;
- portfolio investment valuation for fund financial reporting, reporting and analysis of portfolio investment information;
- fund administration activities such as investor onboarding and transfer related activities, maintaining investor databases, coordinating responses to investor requests, processing investor audit confirmations and account updates, coordinating investor mailing and communications, publishing investor documents and meeting materials and oversight of operational due diligence processes;
- information technology development, maintenance and support services in connection with fund accounting and reporting software and other systems and programs used to provide services to a TPGRE Vehicle; and
- services related to the implementation of, and compliance with, legal, regulatory, ESG and other similar standards and commitments applicable to a TPGRE Vehicle, its investments and/or potential investments, including diligence thereof and any requirements relating to such standard and commitments that are included in investor side letters or investor policies.

The amount of fees, costs and expenses of in-house services that a TPGRE Vehicle bears on an annual basis will typically be subject to a cap.

Occasionally, whether a service meets the criteria for payment or reimbursement from a TPGRE Vehicle is not clear. In such circumstances, we will determine in our sole discretion whether payment or reimbursement is appropriate.

From time to time, our in-house professionals work alongside third-party service providers on the same matter or engagement. When this occurs, although a third party is also engaged on the matter, a TPGRE Vehicle is still expected to reimburse us for the work performed in house to the extent we determine that the in-house work meets the criteria for reimbursement. Our determinations regarding the types of activities we seek reimbursement for will likely change over time, and additional activities not set forth in the examples above but that satisfy the criteria of in-house

services are expected to be subject to reimbursement in the future. We expect that the services provided by us or an affiliate in-house will expand over time.

We have developed processes to monitor the allocation of expenses relating to in-house services. Currently a monthly time allocation is prepared for each individual service provider (e.g., TPG employee or other affiliate) to reflect the services he or she provided to TPGRE Vehicles and/or Related Funds, certain Co-Investment Vehicles managed by us and/or us or Related Advisers as applicable. Senior professionals in the relevant service group and our legal or compliance professionals review the allocations on a quarterly basis for reasonableness. We determine the monetary value of services performed by a TPG employee providing in-house services by reference to the aggregate annual compensation paid to the employee (including benefits, profits interests, equity interests (including restricted stock units or other equity awards in TPG Inc.) or other incentive-based compensation), plus an estimate of the overhead and other fixed costs allocable to the employee, and the amount of time spent by the employee providing the in-house services. Our internal compensation team adjusts recorded time as necessary, and we review the assigned monetary value against third-party benchmarks on an annual basis, which may, for the avoidance of doubt, be at the top of the range we determine to be reflective of rates in the applicable market and similar markets. The TPGRE Vehicles and Related Funds will bear their share of the cost of benchmarking and the calculations described above, including research of third-party rates. For time allocated to a TPGRE Vehicle, it bears the lesser of the third-party benchmark and the actual in-house service cost. Because our in-house expense allocation process relies on certain judgments and assessments that in turn are based on information and estimates from various individuals, the allocations that result are not likely to be exact and we do not represent that any benchmarking ultimately will be accurate, comparable or relate specifically to the assets or services to which such rates or terms relate. Where such rates or terms include hourly components, we reserve the right to rely on approximations or estimates of time spent for purposes of allocating or charging for services. Any methodology, or choice among methodologies, involves potential conflicts of interest. In the future we could use additional or different methods to allocate in-house expenses.

*Foreign Office Services.* Non-U.S. vehicles and portfolio investments of a Fund from time to time receive operational, investment monitoring and risk management, director (or analogous function), entity administration, legal, regulatory, tax, accounting and similar services from TPG's Luxembourg, Singapore and other non-U.S. offices, if applicable. We refer to such services provided by such non-U.S. offices as "Foreign Office Services." Each non-U.S. vehicle of a Fund and each portfolio investment receiving Foreign Office Services will reimburse our relevant affiliates for the allocable share of the expenses incurred by such affiliates in providing Foreign Office Services to it (including any value added taxes or other sales taxes thereon). Reimbursements include personnel and related overhead expenses related to Foreign Office Services, including establishment costs of any new applicable non-U.S. offices, but do not include any amounts incurred in performing the investment advisory functions (e.g., the services customarily performed by investment professionals), which will not be reimbursable. These reimbursements will not constitute "portfolio fees" and will not be shared with a Fund or the investors in a Fund or reduce the advisory fee payable by any investor in a Fund. We are developing processes for the allocation of Foreign Office Services expenses, and currently expect they will be similar to the in-house services processes described above. We could use additional or different allocation methods over time.

*Y Analytics.* *Y Analytics.* Y Analytics is a public benefit company currently controlled by TPG that provides ESG-related services to the TPGRE Vehicles and Related Funds including services related to diligence (both portfolio investment diligence and investor due diligence), screening and portfolio-level initiatives. TPG is typically entitled to reimbursement for ESG-related services provided by Y Analytics to a TPGRE Vehicle or its portfolio investments either as a Real Estate Service (see “Item 11 – *Providers of Real Estate Services to Portfolio Investments*”) or as an in-house service (see “*Certain In-House Services*” above). Any amounts paid to Y Analytics for the services described above will not reduce management fees payable by investors or otherwise be shared with a TPGRE Vehicle.

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

*Overhead.* In calculating reimbursement amounts for certain Real Estate Services (i.e., those for which a fee is not paid), in-house services and Foreign Office Services, we include an estimate of overhead costs for the individuals providing the services. Our estimate sometimes varies depending on the nature and location of the work being performed. Overhead charges currently include but are not limited to:

- location costs: rent and other office costs, such as electricity, facilities services, catering charges and property taxes;
- administrative costs: administrative personnel costs;
- IT costs: information technology costs relating to hardware, software and technology costs of our infrastructure;
- HR and recruiting costs: in-house human resource-related costs, and expenses paid to third-party talent agencies for recruiting; and
- research-related costs: research costs and other miscellaneous expenses associated with items such as subscriptions to trade journals and databases.

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

*Travel Expense Reimbursements.* As described above, Funds reimburse us for Fund-related travel expenses of our personnel, including travel relating to a Fund’s organization, investment activities, investor conferences and advisory committee meetings. Portfolio investments also often reimburse us for travel expenses, including travel relating to transactions, board service and other monitoring

activities, and Real Estate Services. Travel reimbursements currently include, but are not limited to, items such as:

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

We expect some of the Fund-related and portfolio investment-related travel, and the reimbursements we receive, to include “business class,” “first class” or other forms of premium travel and accommodation and could include the use of chartered travel or private air travel, as appropriate and in accordance with our travel policies. In addition, we and our personnel will from time to time receive personal benefits and perquisites arising from Fund-related and portfolio investment-related travel, including special credits and discounts provided from service providers. For example, airline travel or hotel stays may result in frequent flyer or loyalty “miles,” or “points” or rebates for use by us and our personnel. These benefits will not be shared with the Fund or portfolio investments and will not offset the advisory fee.

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

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

While we believe such fees, commissions and other compensation are reasonable and generally charged at market rates for the relevant activities, such compensation may not in each case be negotiated at arm’s length and from time to time may be in excess of fees, commissions or other compensation that may be charged by an unaffiliated third party. TPGRE Vehicles generally will not have the right to share in, or have management fee offsets for, any compensation received by TPG BD. TPG BD will only serve as a broker-dealer in a transaction for a TPGRE Vehicle or its portfolio investments if we determine it is consistent with our fiduciary duties.

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

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



*Leveraged Procurement.* Additionally, certain portfolio investments of TPGRE Vehicles may be counterparties or participants in agreements, transactions or other arrangements that involve payments, discounts, reimbursements or other benefits to us or our affiliates. For example, we currently may afford certain portfolio investments the opportunity to participate in a program with us, our affiliates or other portfolio investments pursuant to which one of our affiliates negotiates favorable procurement arrangements. We and our affiliates, together with participating portfolio investments, receive the favorable procurement terms, which we are able to secure due in part to the involvement of our portfolio investments. This program is a Real Estate Service provided to participating portfolio investments, and therefore our affiliates receive payments or reimbursements from the participating TPGRE Vehicles and their portfolio investments to cover some or all of the cost of administering the program through the method described in “*Item 11 – Providers of Real Estate Services to Portfolio Investments*” and such payments or reimbursements are not subject to management fee offsets or otherwise shared with the TPGRE Vehicles. Because the cost of administering this program is shared among the participants, we will disproportionately benefit from it to the extent we utilize a greater number of favorable procurement arrangements to a greater degree than any of the participating portfolio investments and as a result of not all of the portfolio investments availing themselves of the benefits.

With respect to all of the services described above in Item 5, 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.

#### **ITEM 6 – PERFORMANCE-BASED FEES AND SIDE-BY-SIDE MANAGEMENT**

The Funds generally allocate a portion of their investment profits to their general partners, which are affiliated with us, as a carried interest, as set forth in each Fund’s Governing Documents. Co-Investment Vehicles also, in some cases, allocate a portion of their investment profits to their general partners, which are affiliated with us, as a carried interest, as set forth in the relevant organizational documents for each Co-Investment Vehicle.

There is a reduced allocation or no allocation of carried interest with respect to certain investors in certain Funds, including, for example, the Fund’s general partner, its affiliates and certain “friends of the firm.”

The allocation of carried interests at different rates, or subject to different hurdle rates, creates an incentive for us or our affiliates to disproportionately allocate time, services or functions to vehicles allocating carried interests at a higher rate (or subject to a lower hurdle rate), or to allocate investment opportunities to such vehicles. We have adopted policies and procedures that, among other things, seek to ensure that investment opportunities are allocated in a manner that we believe is consistent with the relevant Governing Documents and otherwise fair and reasonable under the circumstances, considering such factors as we deem relevant, but in our sole discretion.

Since the amount of carried interest allocable to a TPGRE Vehicle’s general partner depends on the TPGRE Vehicle’s performance, we have an incentive to approve and cause the TPGRE Vehicle to make more speculative investments than it would otherwise make in the absence of such performance-based allocation. We also have an incentive to dispose of a TPGRE Vehicle’s investments at a time and in a sequence that would generate the most carried interest, even if it

would not be in the TPGRE Vehicle's interest to dispose of the investments in that manner. In addition, tax reform enacted in 2017 in the United States has generally increased, to three years, the holding period required in order for professionals to treat carried interest as capital gain and further changes have recently been under discussion in the U.S. Congress that could increase such required holding period. This creates an incentive for us to hold a TPGRE Vehicle's investments for longer periods in order for the gain from their dispositions to qualify for capital gain treatment under the carried interest rules, even if it would be in the TPGRE Vehicle's interest to hold the investments for shorter periods. See Item 11 below for additional information relating to how we generally address conflicts of interest.

## **ITEM 7 – TYPES OF CLIENTS**

See “*Item 4 – Advisory Business.*”

## **ITEM 8 – METHODS OF ANALYSIS, INVESTMENT STRATEGIES AND RISK OF LOSS**

### ***Methods of Analysis and Investment Strategies – Real Estate***

We pursue two strategies within real estate: an opportunistic one and a core-plus one. Both strategies focus on control-oriented investing within highly thematic sectors and geographies of interest. In both risk-return profiles, we primarily pursue strategies focused on investments in property-rich platforms and real estate portfolios. In the future, we may pursue other real estate-related strategies as well.

Through our theme-based approach and proactive sourcing of potential investment opportunities, we seek to capitalize on situations where we believe we can achieve attractive acquisition bases and drive value creation during our ownership. We seek investments with the following characteristics with a view to downside protection and upside potential:

- a research and data-driven approach to theme generation and investment sourcing, with the objective of executing on investment strategies around which we have developed conviction;
- execution of a primary strategy built around strategic real estate portfolio aggregations and property-rich platform investing; and
- a value-added ownership model whereby – in conjunction with management teams – we believe we can create value at the property, portfolio, and platform levels.

### ***Methods of Analysis and Investment Strategies – Real Estate Credit***

We pursue an opportunistic credit strategy focused on real estate-related high yield senior and subordinate loans and securities. In the future, we may pursue other real estate-related credit strategies as well.

Through our theme-based approach and proactive sourcing of potential investment opportunities, we seek to capitalize on situations where we believe we can identify and underwrite attractive relative value.

### ***Material Risks of Significant Investment Strategies***

The investment strategies described above, and other strategies that TPGRE Vehicles pursue, involve a substantial degree of risk, and the TPGRE Vehicles may lose all or a substantial portion of the value of their investments. Investors should refer to the applicable TPGRE Vehicle's offering documents where the material risks relating to the investment strategies and methods of analysis described above are described in more detail. In addition, our representatives are available to discuss with potential investors the risks involved in the strategies a TPGRE Vehicle pursues. Such material risks include those set forth below.

While the following discusses the risks as they relate to the "Funds," Co-Investment Vehicles will be subject to some or all of the following risks, depending on the risks associated with the applicable transaction or investment strategy. To the extent certain Co-Investment Vehicles pursue investments or strategies that are not pursued by the Funds, such Co-Investment Vehicles will likely be subject to additional risks, as described in their respective offering documents.

- *Market Conditions and Financial Market Fluctuations.* Market and economic conditions throughout the world will materially affect a Fund's investments. Our view on these matters may prove to be incorrect, in which case a Fund's investments may perform worse than anticipated.
- *Unspecified Investments; Lack of Sufficient Investment Opportunities.* A Fund may be unable to find a sufficient number of attractive opportunities to invest its available capital or meet its investment objectives. Further, we cannot assure that what we perceive as an attractive investment opportunity will not, in fact, result in substantial losses due to one or more of a wide variety of factors.
- *Competition for Investments.* Other investment funds and other institutions currently in existence or organized in the future may have a strategy similar to that of the Funds or may otherwise adopt the Funds' strategy wholly or in part and, in each case, compete with the Funds. Certain of these funds and institutions possess competitive advantages over the Funds.
- *Reliance on Our Professionals.* The success of a Fund will depend in large part upon the skill and expertise of our professionals. However, investors should be aware that certain professionals have significant other responsibilities. We cannot assure that any individual professional will continue to be associated with a Fund or that replacements will perform well and, in the event of the departure of any or all of such persons, investors will nevertheless be required to continue to fund certain capital contributions.
- *Cayman Islands Regulator Oversight.* Certain AIVs may be required to register and be regulated as private funds under the Private Funds Act (As Revised) (the "Private Funds Act") of the Cayman Islands. Once registered, the Cayman Islands Monetary Authority

(the “Authority”) will have supervisory and enforcement powers to ensure each AIV’s compliance with the Private Funds Act. The Authority may take certain actions if it is satisfied that a regulated private fund is or is likely to become unable to meet its obligations as they fall due.

- *Increased Regulatory Oversight.* The financial services industry generally, and the activities of private investment funds and their managers, in particular, have in recent years been subject to intense and increasing regulatory oversight. Such scrutiny may increase the Funds’, the general partners’ and our exposure to potential liabilities and to legal, compliance and other related costs.
- *Potential Reporting Obligations.* Acquisitions by a Fund of equity securities are expected to result from time to time in reporting and compliance obligations under the Securities Exchange Act of 1934, as amended (the “Exchange Act”) and the Hart-Scott-Rodino Antitrust Improvements Act of 1976, or their equivalent regimes in non-U.S. jurisdictions. In addition, a Fund will be subject to tax reporting requirements in the United States and likely in other jurisdictions. The Fund will bear the costs of compliance.
- *Economic Sanctions and Anti-Corruption Considerations.* Economic sanctions laws, rules, and regulations administered or enforced by governmental authorities in the United States and other jurisdictions may prohibit us, a Fund and its portfolio investments from transacting with certain countries, individuals and companies or otherwise engaging in certain dealings.
- *Foreign Direct Investment Considerations.* We expect investors in the Funds to be both U.S. and non-U.S. investors. Depending on a variety of factors, including the nationalities of the investors, ties between investors and any non-U.S. governments, the size of the investor investments (either individually or as a group under common control), and the rights that investors receive with respect to the Funds, certain Fund investments may be within the jurisdiction of one or more foreign direct investment review regimes and potentially of interest to regulatory authorities if the investments are made into targets involved in more sensitive sectors, such as critical infrastructure and critical technology, involve businesses with access to personal identifiable information or sensitive personal data, and/or involve businesses that are located or have facilities or land in close proximity to sensitive government or military sites or facilities. Heightened scrutiny of investments in companies by U.S. and non-U.S. national security and other regulatory authorities may constrain the universe of suitable buyers for a portfolio investment and thus may limit the ability of the Funds to successfully exit investments.
- *Disclosure of Information.* Certain investors in certain Funds are subject to state public records, similar freedom of information or other laws that compel public disclosure of confidential information regarding the Funds, their investments and their other investors, and these Funds may be required to disclose confidential information in connection with transactions.
- *Risk Management; Operational Controls.* The operational controls and risk management techniques we use involve third parties over whom we do not exercise control, including

outsourced providers of fund administration and custody services. There can be no assurances that we will be able to identify, prevent or mitigate the risks of engaging third-party service providers. A Fund could suffer adverse consequences from actions, errors or failures to act by such third parties, and will have obligations, including indemnity obligations, and limited recourse against them.

- *Non-Controlling Investments.* A Fund often holds a minority of the outstanding voting interests of a portfolio investment and may hold investments in derivatives, debt instruments or other securities that do not entitle the Fund to voting rights, and therefore, may have a limited ability to protect its investment in any such portfolio investment. The Fund will be subject to the risk that a portfolio investment it does not control, or in which it does not have a majority ownership position, may make decisions with which it disagrees, and the equity holders and management of such a portfolio investment may take risks or otherwise act in ways that are adverse to the Funds' interests.
- *Non-U.S. Investments.* The Funds will likely make investments outside of the United States, including in certain developing non-U.S. markets. Investments in the securities of non-U.S. issuers may be restricted or controlled to varying degrees. These investments require consideration of risks typically not associated with investing in U.S. securities or property.
- *Borrower Fraud.* The Funds will rely upon the accuracy and completeness of representations made by borrowers to the extent reasonable, but cannot guarantee such accuracy or completeness.
- *Governmental Actions Affecting Mortgages, Mortgage Foreclosures, Evictions and Rent.* Following the 2008 financial crisis, the federal government, state governments, consumer advocacy groups and others urged mortgage servicers to be aggressive in modifying mortgage loans to avoid foreclosure. In addition, numerous other laws, regulations, and rules were proposed recently by federal, state, and local governmental authorities that would delay foreclosure or evictions, reduce or delay payments by homeowners or renters, forgive debt, and increase prepayments due to the availability of government-sponsored refinancing initiatives. If a substantial amount of a Fund's capital is invested in residential mortgage loans or loans secured by multifamily properties, many of these policies, initiatives and regulations (and similar policies, initiatives and regulations enacted in the future in connection with future financial crises) would likely adversely affect the Fund, including as result of restrictions on the Fund's ability to foreclose on the collateral securing its investments. In addition, such policies, initiatives and regulations would likely adversely impact the ability of the issuers of the Fund's portfolio investments to meet their debt service obligations and ultimately reduce the Fund's net investment income, including as a result of the inability of such issuers to timely collect rent.
- *Nature of Real Estate Investments Generally.* The Funds' portfolio investments will be subject to the risks inherent in the ownership and operation of real estate and real estate-related businesses and assets. Deterioration of real estate fundamentals generally, and in North America and Europe in particular, would negatively impact the performance of the Funds. There are numerous risks related to the ownership and operation of real estate,

including, but not limited to, fluctuations in the overall economy, national and local real estate conditions, dependence on cash flow, management direction and quality, increased competition with respect to rental rates, property attractiveness and location, financial condition of tenants, buyers and sellers of properties, quality of maintenance, insurance and management services, natural disasters, and changes in operating costs.

- *Commercial Mortgage Loans.* A Fund may hold directly or indirectly (e.g., through investments in commercial mortgage-backed securities or companies that originate, service or invest in mortgage loans) or be exposed to commercial mortgage loans. The ability of a borrower to repay a loan secured by an income-producing property is dependent primarily upon the successful operation of such property. If the net operating income of the property is reduced, the borrower's ability to repay the loan may be impaired. Net operating income of an income-producing property can be affected by, among other things, tenant mix, success of tenant businesses, property management decisions, property location and condition, competition from comparable types of properties or changes in laws that increase operating expenses or limit rents that may be charged. The liquidation value of any such commercial property may be substantially less, relative to the amount outstanding on the related commercial mortgage loan, than would be the case if such commercial property were readily adaptable to other uses.
- *Residential Mortgage Loans.* A Fund may hold (e.g., through investments in residential mortgage-backed securities or companies that originate, service or invest in mortgage loans) or be exposed to residential mortgage loans. The ability of a borrower to repay a loan secured by a residential property is dependent upon various factors, including the income or assets of the borrower. A Fund may hold or be exposed to non-prime or sub-prime residential mortgage loans (which are subject to higher delinquency, foreclosure and loss rates than prime residential mortgage loans), which could result in higher losses to such Fund.
- *Risks of Acquiring Real Estate Loans and Participations.* A Fund may hold direct or indirect investments in certain real estate-related debt instruments. In addition to the risks of borrower default (including loss of principal and nonpayment of interest) and the risks associated with real estate investments generally, real-estate related debt investments are subject to a variety of risks, including, the risks of illiquidity, lack of control, mismanagement or decline in value of collateral; contested foreclosures, bankruptcy of the debtor, claims for lender liability, violations of usury laws, and the imposition of common law or statutory restrictions on the exercise of contractual remedies for defaults of such investments. Some of a Fund's investments in real estate loans and participations will not be rated by any recognized rating agency. Generally, the value of unrated classes is more subject to fluctuation due to economic conditions than rated classes, and there is increased risk of nonpayment or of a significant delay in payments on unrated classes. Should assets be downgraded, it would adversely affect their value and that of such Fund.
- *Mortgage-Backed Securities.* A Fund may acquire senior and subordinated tranches of mortgage-backed securities ("MBS") issuances. In general, subordinated tranches of MBS are entitled to receive repayment of principal only after all principal payments have been made on more senior tranches and also have subordinated rights as to receipt of interest

distributions. Subordinated tranches are subject to a greater risk of nonpayment than senior tranches of MBS or MBS-backed by third-party credit enhancement. In addition, the secondary market for such subordinated securities is not as active and well-developed as the market for certain other MBS. Accordingly, such subordinated MBS would have limited marketability, and there can be no assurance that a more efficient secondary market will develop. Although senior tranches of MBS are less risky than subordinated tranches of the same issue, they are still subject to the risk of loss.

- *Predatory and Other Lending Laws.* Loans that a Fund originates may be directly or indirectly subject to U.S. federal, state or local governmental laws. Real estate lenders and borrowers may be responsible for compliance with a wide range of laws intended to protect the public interest, including the Truth in Lending, Equal Credit Opportunity, Fair Housing and Americans with Disabilities Acts and local zoning laws (including zoning laws that allow permitted non-conforming uses). A Fund would be subject to liability in the event that it violates predatory and other lending laws, which could adversely impact the Fund's operations, financial conditions and business. In the future, new laws may be enacted or imposed by U.S. federal, state or local governmental entities, and such laws could have a material adverse effect on the Funds.
- *Interest Rate Risks.* We expect the Funds, both directly and indirectly through portfolio investments, to have exposure to interest rate risks, meaning that changes in prevailing interest rates could negatively affect a Fund. Over any defined period of time, the Funds' interest-bearing assets may be more sensitive to changes in market interest rates than the Fund's interest-earning liabilities, or vice versa. For example, an increase in interest rates could increase the debt service burden on a Fund's portfolio investments, make it more costly to refinance the debt of a Fund's portfolio investments and cause a decrease in value in a Fund's debt investments. Failure to manage interest rate risk effectively could adversely affect the Fund's performance.
- *Risks of Investing in REITs.* We expect to organize one or more entities treated as a REIT through which the Funds will make investments. Qualification as a REIT involves the application of highly technical and complex provisions of the U.S. Internal Revenue Code of 1986, as amended (the "Code") for which there are only limited judicial or administrative interpretations, and the determination of various factual matters and circumstances not entirely within the REIT's control. If any REIT fails to maintain its qualification as a REIT in any taxable year, and certain relief provisions do not apply, the REIT would be subject to tax on its taxable income at regular corporate rates. In such an event, distributions by the REIT to a Fund or investors would, to the extent of earnings and profits, be taxable to investors as ordinary dividends and would not be deductible by the REIT.
- *Bridge Financings.* From time to time, a Fund expects to provide financing to portfolio investments (which may include equity and/or debt financing) on a short-term, unsecured basis in anticipation of a future issuance of more permanent, long-term equity or debt securities in order to facilitate investments, to enhance or protect the value of existing investments or otherwise in connection with an investment. However, for reasons not always in a Fund's control, such long-term securities may not be issued, and such bridge

financing may remain outstanding. If that happens, the interest rate on such loans generally would not adequately reflect the risk associated with the unsecured position taken by the Fund.

- *Convertible Securities.* The investment value of a convertible security is subject to, among others, credit risk, the risk of shifts in the market price of the underlying securities and changes in interest rates, with investment value declining as interest rates increase and increasing as interest rates decline.
- *Hedging.* Subject to any limitations in a Fund's Governing Documents, a Fund at times will, but typically will not be required to, employ hedging techniques intended to reduce the risks of certain investments, including, for example, adverse movements in interest rates, asset prices and currency exchange rates. While such transactions reduce certain risks, they entail certain other risks and costs. For example, while a Fund generally will benefit from the use of these hedging mechanisms, unanticipated changes in interest rates, asset prices or currency exchange rates could result in a poorer overall performance for such Fund than if it had not entered into such hedging transactions.
- *Market Structure Requirements Applicable to Derivatives.* The Dodd-Frank Act enacted, and the CFTC and SEC have issued or proposed rules to implement, both broad new regulatory requirements and broad new structural requirements applicable to over the-counter ("OTC") derivatives markets and, to a lesser extent, listed commodity futures (and futures options) markets. Similar changes are in the process of being implemented in the European Union, Japan and other major financial markets. While these changes are intended to mitigate systemic risk and to enhance transparency and execution quality in the OTC derivative markets, we do not know the impact of these changes at this time.
- *LIBOR and Other "IBOR" Rates.* LIBOR, the London Inter Bank Offered Rate, is an estimate of the interest rates to borrow U.S. dollars, sterling, euros and certain other currencies in the London unsecured interbank market, and has been widely used as a reference for setting the interest rate on loans, bonds, and derivatives globally. The United Kingdom's Financial Conduct Authority, which regulates LIBOR, announced its intention to phase out the creation of LIBOR estimates by the end of 2021, including transitioning to alternative reference rates. If the transition from LIBOR results in an overall increase to borrowing costs, higher interest expense could negatively affect the financial results and valuations of a Fund's portfolio investments. There is no guarantee that a transition from LIBOR to an alternative will not result in financial market disruptions, significant increases or volatility in risk-free benchmark rates or borrowing costs to borrowers, any of which could have a material adverse effect on our results of operations, financial condition and cash flow.
- *In-Kind Distributions.* The Funds may make distributions in cash, in-kind or in a combination thereof. The risk of loss and delay in liquidating in-kind distributions will be borne by investors, with the result that such investors may ultimately receive less cash than was reflected in the fair value of such assets as determined pursuant to the Governing Documents and may be required to hold the asset distributed in-kind for an indefinite amount of time.



- *Uncertainty of Financial Projections.* We will generally establish the capital structure of a Fund's portfolio investments on the basis of financial projections for these companies, which in turn are normally based primarily on management judgments. In all cases, projections are only estimates of future results that rely upon assumptions made at the time that the projections are developed. There can be no assurance that a portfolio investment will achieve its projected results, and actual results can vary significantly from the projections.
- *Cybersecurity Risk.* We, our service providers and other market participants increasingly depend on complex information technology and communications systems to conduct business functions. These systems are subject to a number of different threats or risks that could adversely affect the Funds and their investors, despite our efforts and those of our service providers to adopt technologies, processes and practices intended to mitigate these risks and protect the security of our computer systems, software, networks and other technology assets, as well as the security, confidentiality, integrity and availability of information belonging to the Funds and their investors.
- *Data Privacy and Security Laws.* We will endeavor to maintain systems that promote compliance with data privacy and security laws, both those adopted to date and those that may be adopted in the future, but there can be no assurance that these systems will be effective. Failure to comply with such laws could result in significant fines, damages or restrictions on our ability to process personal information that could have a material adverse effect on the Funds.
- *Risks of Pandemics.* The spread of infectious disease, together with any resulting travel restrictions or quarantines, could have a significant negative impact on the economy and the Funds and their portfolio investments' business activities.
- *Changes in the Political Environment of the United Kingdom and Europe.* The United Kingdom left the European Union on January 31, 2020 (commonly referred to as "Brexit"). Although one cannot predict the full effect of Brexit, it has already had a significant adverse impact on the United Kingdom, European and global macroeconomic conditions and could continue to cause prolonged political, legal, regulatory, tax and economic uncertainty. This uncertainty is likely to continue to impact the global economic climate and may impact opportunities, pricing, availability and cost of bank financing, regulation, values or exit opportunities of companies or assets based, doing business, or having service or other significant relationships in, the United Kingdom or the European Union, including companies or assets held or considered for prospective investment by the Funds.
- *Trade Policy.* Global trade disruption, significant introductions of trade barriers and bilateral trade frictions, together with any resulting future downturns in the global economy, could adversely affect the financial performance of the Funds and their investments.
- *Eurozone Risks.* Certain Funds expect to invest from time to time in European companies and companies that have operations affected by the Eurozone economy. In 2010 and 2011, concerns emerged over potential default of certain European Union member states and the

stability of the Eurozone as a whole. Actions taken by European leaders and the European Central Bank served to mitigate these risks, but these concerns could re-emerge which would likely have an adverse impact on the European and global economy and, consequently, on the Funds.

- *Currency Risk.* Fluctuations in currency values could adversely affect the U.S. dollar value of portfolio investments, interest, dividends and other revenue streams received by the Funds, gains and losses realized on the sale of portfolio investments and the amount of distributions, if any, to be made by the Funds. Furthermore, the portfolio investments in which the Funds invest could in many cases be subject to risks relating to changes in currency values.
- *Monetary Policy and Governmental Intervention.* Actions by the U.S. Federal Reserve and other central bankers may have a significant effect on interest rates and on the U.S. and world economies generally, which in turn may affect the performance of the Funds' investments.
- *Tax and Regulatory Risk.* Investment by private equity and other investment firms in certain countries has attracted, and may continue to attract, scrutiny by tax and other regulatory authorities in such countries. Although TPG will continue to use reputable legal and tax advisors in connection with the investment activities of the Funds, there can be no assurance that such authorities will not audit, investigate or otherwise inquire as to the Funds' investment activities or that such authorities will not impose fines or penalties in connection therewith.
- *Inflation.* Many world governments, as well as inter-governmental institutions, have in recent years undertaken and in some cases may still be undertaking various and in some case unprecedented forms of fiscal stimulus, including setting interest rates that are (and have been for extended periods) at historic lows. It cannot be predicted with certainty when, or how, these policies will change, but actions by the U.S. Federal Reserve and other central bankers may have a significant effect on interest rates and on the U.S. and world economies generally, which in turn may affect the performance of the Funds' investments.
- *Financial Institution Risk; Distress Events.* An investment in the Funds is subject to the risk that one or more banks, brokers, hedging counterparties, lenders, custodians or other companies in the financial services industry used by the Funds or a portfolio investment fail to timely perform their obligations or experience insolvency, closure, illiquidity, receivership or other financial distress or difficulty, similar to that experienced by Silicon Valley Bank and Signature Bank in March 2023. Any such distress event (or concerns among market participants of such a distress event) may lead to market-wide liquidity problems that could adversely affect the general partner's ability to manage the Funds and their investments, and on the ability of the general partner, the Funds and any portfolio investment to access cash and cash equivalents in amounts adequate to finance and maintain their operations, which in each case could result in significant losses and in unconsummated investment acquisitions and dispositions.

- *Interdependence of Securities Markets.* The market and the economy of a particular country in which the Funds invest are influenced to varying degrees by economic and market conditions in other countries in the region. Investors' reactions to developments in one country can have adverse effects on the securities of companies and the value of property and related assets in other countries in which the Funds invest.
- *Risks Associated with Publicly Traded Securities; Illiquidity.* When investing in publicly traded securities, a Fund may be unable to obtain financial covenants or other contractual rights, including management rights, that it might otherwise be able to obtain in making privately negotiated investments. Investments in securities of publicly traded companies may be sensitive to movements in the stock market and trends in the overall economy. In addition, the Funds may hold a significant portion of the publicly traded securities of a public company and there is no guarantee that the Funds will be able to dispose of such securities at the price and at the time such Fund wishes to do so.
- *Uncertainty Regarding Investments.* The due diligence process is subjective at times and may be undertaken on an expedited basis and/or on the basis of imperfect information in order to take advantage of available investment opportunities. As a result, the due diligence investigation may not reveal or highlight all relevant facts that are necessary or helpful in evaluating an investment opportunity. The Funds' due diligence investigations cannot ensure the success of their investments.
- *Tax Uncertainty.* The Funds may invest in jurisdictions in which the tax treatment of the Funds and the taxation of their activities or income are uncertain. Similarly, there may be changes in tax laws or interpretations of tax laws (including retroactively) in a jurisdiction in which the Funds or one of their subsidiaries operates, is managed, is advised, is promoted or invests, or in which any of the investors is resident, that are adverse to the Funds, their subsidiaries or their investors.
- *U.S. Taxation of Carried Interest.* U.S. federal income tax law treats certain allocations of capital gains to service providers by partnerships such as the Funds as short-term capital gain (taxed at higher ordinary income rates) unless the partnership has held the asset which generated such gain for more than three years. It is possible that additional legislation could be proposed in the U.S. that would tax carried interest as ordinary income rather than as capital gain. In each case, this could reduce the after-tax returns of our professionals who were or may in the future be granted direct or indirect interests in carried interest, which could make it more difficult for the general partner and its affiliates to incentivize, attract and retain individuals to perform services for the Funds.
- *Changes in the U.S. Federal Income Tax System.* In 2017, tax legislation was enacted containing significant changes to U.S. federal income tax law. Any recent, as well as possible future U.S. tax legislation and administrative guidance, could materially affect the tax consequences of an investor's investment in a Fund and the tax treatment of a Fund's investments. In addition, no assurance can be given that the currently anticipated tax treatment of an investment in a Fund, or of investments made by a Fund, will not be modified by legislative, judicial or administrative changes, possibly with retroactive effect, to the detriment of investors.

- *Environmental, Social and Governance Matters.* We maintain an ESG policy, which we apply, as applicable, to the Funds' investment portfolios. The act of selecting and evaluating material ESG factors is subjective by nature, we may be subject to competing demands from different investors and other stakeholder groups with divergent views on ESG matters, including the role of ESG in the investment process, and there is no guarantee that the criteria utilized or judgment exercised by us, Y Analytics, or a third-party ESG advisor will reflect the beliefs or values, internal policies or preferred practices of any particular investor, other asset managers or with market trends. Considering ESG factors when evaluating an investment in certain circumstances may, to the extent material risks associated with an investment are identified, cause us not to make an investment that we would have made or to make a management decision with respect to an investment differently than we would have made in the absence of such consideration, which carries the risk that the Funds may perform differently than investment funds that do not take ESG factors into account. Although we consider application of our ESG policy to be an opportunity to enhance or protect the performance of investments over the long-term, there is no guarantee that we will make investments in companies that enhance long-term value and financial returns for any investor.
- *European Sustainability-Related Disclosure and Reporting Frameworks May Lead to Increased Compliance Costs.* Funds that raise capital across one or more European Member States must comply with the EU's detailed sustainability-related disclosure regime. Compliance with frameworks of this nature may create an additional compliance burden and increased legal, compliance, governance, reporting and other costs to funds, fund managers and/or portfolio investments because of the need to collect certain information to meet the disclosure requirements.
- *Acts of God; Availability of Insurance Against Certain Catastrophic Losses.* A Fund's investments may be susceptible to the effects of "Acts of God," including earthquakes, floods, hurricanes, tropical storms, fires or other natural disasters, pandemics, electricity shortages or other similar national or local emergencies, that are beyond our control and not easily foreseeable. Certain losses of a catastrophic nature, such as those caused by wars, earthquakes, severe weather, terrorist attacks (including cyber sabotage or similar attacks) or other similar events, will be either uninsurable or insurable at such high rates that to maintain coverage would cause an adverse impact on the related investments.
- *Weather and Climate Risk.* While certain Funds see economic opportunities in climate change and carbon reduction, global climate change is widely considered to be a significant threat to the global economy. We cannot rule out the possibility that climate risks, including changes in weather and climate patterns, could result in unanticipated delays or expenses and, under certain circumstances, could prevent completion of investment activities once undertaken, any of which could have a material adverse effect on an investment, or a Fund.
- *Global Conflicts.* A Fund's investment strategy may permit the Fund to invest in companies that are domiciled or have significant operations globally and any ongoing or future armed conflicts could negatively impact the Fund's portfolio investments (if any) and/or their personnel or operations in those conflict zones or the regional or global

economy, which could adversely affect the performance of some or all of a Fund's investments.

- *Artificial Intelligence and Machine Learning Risks.* The emergence of recent technology developments in artificial intelligence and machine learning technology, including Open AI's release of its ChatGPT application (collectively, "Machine Learning Technology") could pose risks to us, the Funds and their portfolio investments. These risks could arise if we utilize Machine Learning Technology in connection with our business activities, including investment activities, or if third-party service providers of or any counterparties or competitors to the Funds, whether or not known to us, use Machine Learning Technology.

#### Risks to the TPG Real Estate Funds

- *Potential Lack of Diversification.* While diversification is generally a Fund objective, there is no assurance as to the degree of diversification that we will actually achieve.
- *Reliance on Third Parties.* Our investment strategies in certain investments depend on our ability to enter into relationships with established and sophisticated joint venture partners or other third parties. Such investments may involve risks not present in investments where a third party is not involved, including the possibility that a Fund and a co-venturer may reach an impasse on a major decision that requires the approval of both parties, a co-venturer may at any time have economic or business interests or goals that are inconsistent with those of a Fund, a co-venturer may encounter liquidity or insolvency issues or may become bankrupt, a co-venturer may be in a position to take action contrary to a Fund's investment objective, a co-venturer may take actions that subject the property to liabilities in excess of, or other than, those contemplated. In certain circumstances a Fund may be liable for actions of a co-venturer.
- *Reliance on the Management of Portfolio Investments.* Although we intend to ensure that a Fund enters into joint ventures with skilled partners and invests in portfolio investments that have strong management teams and/or to assist in enhancing management teams, there can be no assurance that any joint venture partner, existing management team, successor or other third party will be able to operate successfully.
- *Possibility of Fraud or Other Misconduct of Employees and Service Providers.* Misconduct by our employees, portfolio investment officers or employees, service providers to the foregoing and/or their respective affiliates could cause significant losses to a Fund.
- *Risks Associated with Structured Securities.* Investing in structured securities entails various risks, including credit risks, liquidity risks, interest rate risks, market risks, operations risks, structural risks, basis risks and legal risks. Structured securities are subject to the significant credit risks inherent in the underlying collateral and to the risk that the underlying company may fail to perform.

- *Sourcing of Investments.* We expect to source a substantial volume of a Fund's investment opportunities through our personnel, relationships and various platforms. To the extent these sourcing channels do not present us with a sufficient volume of investment opportunities, or the opportunities presented are not suitable for investment by a Fund, the Fund's performance will be adversely affected.
- *Risk of Leverage – Portfolio Investments.* A Fund's portfolio investments will often borrow funds or enter into other financing arrangements. The use of borrowed funds creates the opportunity for greater total returns, but at the same time involves risks. Because a Fund's portfolio investment often will be required to pay the principal of, and/or interest on, its borrowings prior to making any distributions to the Fund, an increase or decrease in capital or income of the portfolio investment will have an increased effect on the returns to the Fund. Leverage will increase the exposure of a portfolio investment to adverse economic factors such as rising interest rates, downturns in the economy or deteriorations in the condition or performance of the portfolio investment. In addition, a Fund is authorized to guarantee portfolio investment indebtedness, which increases risks of leverage to the Fund. In such situations, it is not expected that a Fund would be compensated for providing such guarantee or exposure to liability.
- *Illiquidity; Limited Market for Fund Investments.* Most, if not all, of a Fund's portfolio investments will be highly illiquid, and there can be no assurance that a Fund will be able to realize on such portfolio investments in a timely manner.
- *Environmental Matters.* The ordinary operation of, or the occurrence of an accident with respect to, a portfolio investment or asset could cause major environmental damage, which may result in significant financial distress to such asset or portfolio investment if not covered by insurance.
- *Contingent Liabilities and Liabilities Upon Disposition of an Investment.* From time to time, a Fund may incur contingent liabilities in connection with an investment, which will be borne by the Fund. There can be no assurance that the Fund will adequately reserve for its contingent liabilities or that such liabilities will not have an adverse effect on the Fund. A Fund's investors may be required to return amounts distributed to them to fund obligations, including indemnity obligations.
- *Risks of Acquiring Real Property.* The Funds' portfolio investments will be subject to various risks that cause fluctuations in occupancy, rental rates, operating income and expenses or that render the sale or financing of the portfolio investments' properties difficult or unattractive. Due to the relatively illiquid nature of real estate investments, we expect to have limited ability to vary a Fund's portfolio promptly in response to changes in economic or other conditions.
- *Residential Real Estate Investments.* A Fund may invest from time to time in residential development projects and financing opportunities relating to certain residential real estate or residential real estate-related assets or portfolios thereof. In such circumstances, the performance of such investments may become increasingly susceptible to adverse changes in prevailing economic and employment conditions in the United States and the other

jurisdictions where such properties are located. Any downturn in the U.S. or global economies may adversely affect the financial condition of residential owners and tenants, making it more difficult for them to meet their periodic repayment obligations relating to certain residential real estate properties, which could adversely impact a Fund's investment performance.

- *Ground Lease Investments.* A Fund may invest from time to time in real estate properties that are subject to ground leases. As a lessee under a ground lease, a portfolio investment may be exposed to the possibility of losing the property upon termination, or an earlier breach by such portfolio investment, of the ground lease, which may adversely impact a Fund's investment.
- *Impact of Government Regulations.* Government authorities at all levels are actively involved in the regulation of land use and zoning, environmental protection and safety, and other matters affecting the ownership, use and operation of real property. Regulations may be promulgated that could restrict or curtail certain usages of existing structures, or require that such structures be renovated or altered in some manner. The promulgation and enforcement of such regulations could increase expenses, and lower the income or rate of return, as well as adversely affect the value of any, of a Fund's investments.
- *Pools of Whole Loans.* In connection with the acquisition of whole loans, a Fund may be required to purchase other types of mortgage assets as part of an available pool of mortgage assets in order to acquire the desired whole loans. These other mortgage assets may include mortgage assets that subject a Fund to additional risks. Acquisition of less desirable mortgage assets may impair the performance of the Fund and reduce returns to investors.
- *Harmful Mold and Other Air Quality Issues.* When excessive moisture accumulates in buildings or on building materials, mold may grow, particularly if the moisture problem remains undiscovered or is not addressed over a period of time. As a result, the presence of significant mold or other airborne contaminants at any of a Fund's properties could require such Fund to undertake a costly remediation program to contain or remove the mold or other airborne contaminants from the affected property or increase indoor ventilation.
- *Americans with Disabilities Act and Similar Laws.* Under the Americans with Disabilities Act of 1990 (the "ADA"), all public accommodations must meet federal requirements related to access and use by disabled persons. If one of the properties in a Fund's portfolio does not comply with the ADA, such Fund may incur costs to bring the property into compliance, which may or may not have been foreseen at the time of acquisition. Future changes to federal, state and local laws also may require modifications to a Fund's properties, or restrict a Fund's ability to renovate its properties.
- *Changes in Prepayment Rates.* Changes in prepayment rates could reduce the value of mortgage loans directly held by a Fund or underlying a security held by such Fund.
- *Risks Associated with Service Providers.* In addition to risks associated with attempting to predict default and recovery rates on mortgages that a Fund may acquire or to which it otherwise has exposure, the creditworthiness, servicing practices and viability of the

service providers of such mortgages are also significant risks. Illiquidity and unpredictability in these markets make it difficult to determine whether such service providers have sufficient capital and adequate staffing levels to fulfill their servicing obligations and the extent to which such service providers are subject to regulatory risks and risk of error.

- *Investments in Operating Turnarounds.* The activity of identifying and implementing restructuring programs and operating improvements at portfolio investments entails a high degree of uncertainty. There can be no assurance that we will be able to successfully identify and implement such restructuring programs and improvements.
- *Investments in Troubled Assets.* Certain Funds may make substantial investments in nonperforming, underperforming or undercapitalized real estate companies or other troubled assets that involve a degree of financial risk and are experiencing, or are expected to experience, severe financial difficulties, which they may never overcome, therefore leading to a loss of some or all of the Fund's investment.
- *Investments in Land / New Development; Risk of Fraud.* Certain Funds expect to acquire direct or indirect interests in undeveloped land or underdeveloped real property, which often is non-income producing. To the extent that a Fund invests in such assets, it will be subject to the risks normally associated with such assets and development activities. Such risks include those risks relating to the availability and timely receipt of zoning and other regulatory or environmental approvals, the cost and timely completion of construction (including risks beyond the control of a Fund, such as weather or labor conditions or material shortages) and the availability of both construction and permanent financing on favorable terms.
- *Environmental and Similar Liabilities.* A Fund may be exposed to substantial risk of loss from claims arising from portfolio investments involving undisclosed or unknown environmental, health or occupational safety matters, or problems with inadequate reserves, insurance or insurance proceeds for such matters that have been previously identified.
- *Litigation at the Property Level.* The acquisition, ownership and disposition of real properties entails litigation risks, including in relation to activities that took place prior to a Fund's acquisition of such property. In addition, buyers of the portfolio investments may later sue a Fund for breaches of representations and warranties, losses associated with latent defects or other problems not uncovered in due diligence.
- *Investments in Developing or Emerging Market Countries.* Certain Funds make investments in developing or emerging market countries, which could be more volatile and the costs and risks associated with investments in them are generally higher than for investments in other countries.
- *Political/Sovereign Risk.* The right of certain of the Funds' portfolio investments to generate, deliver or sell certain goods or services may be granted by or derive from approval by governmental entities and are subject to special risks, including the risk that



the relevant governmental entity will exercise sovereign rights and take actions contrary to the rights of the Funds or the relevant portfolio investment or project under the relevant agreement. There can be no assurance that the relevant governmental entity will not legislate, impose regulations or change applicable laws or act contrary to the law in a way that would materially and adversely affect the business of any portfolio investment.

- *Restrictions on Foreign Investment.* Foreign investment in the securities of issuers operating in non-U.S. countries is restricted or controlled to varying degrees. These restrictions or controls could at times limit or preclude foreign investment in certain issuers and increase the costs and expenses of the Funds.
- *Governmental Licenses.* Portfolio investments in non-U.S. countries could be dependent upon the grant, renewal or continuance in force of appropriate contracts, licenses, permits and regulatory approvals and consents which might be valid only for a defined time period, might be subject to limitations and might provide for withdrawal in certain circumstances. There can be no assurance that such contracts, licenses, permits and regulatory approvals and consents would be granted, renewed or continue in force, or if so, on what terms.
- *Investments through Offshore Holding Companies.* The Funds could invest in portfolio investments operating in a non-U.S. country indirectly through holding companies organized outside of such target country. Government regulation in the target country could, however, restrict the ability of the portfolio investments to pay dividends or make other payments to a foreign holding company.
- *Controlling Interests and Provision of Managerial Assistance.* The designation of our professionals and/or Senior Advisors as directors and the exercise of control over a company imposes additional risks of liability for environmental damage, product defects, pension and other fringe benefits, failure to supervise management, violation of laws and governmental regulations (including securities laws) and other types of liability, for which the limited liability generally afforded to investors may be ignored. If these liabilities were to arise, a Fund may suffer a significant loss, exposing the assets of the Fund to claims by a portfolio investment, its other security holders, its creditors or governmental agencies, which may exceed the value of the Fund's initial investment in that portfolio investment.
- *Investments in Restructurings.* The Funds may invest in restructurings involving portfolio investments that are experiencing or are expected to experience financial difficulties. These portfolio investments may never overcome these financial difficulties and may become subject to bankruptcy proceedings.
- *Debt Securities and Private Debt Instruments.* Investments in debt are subject to the ability of the issuer or the borrower to meet principal and interest payments on the obligation and may be subject to price volatility due to such factors as interest rate sensitivity, market perception of the creditworthiness of the issuer or the borrower and the general market conditions. Such risks are greater for investments in non-investment grade, non-rated or lower credit quality debt than for investments in higher rated debt.

- *Default of Borrowers.* Loans that the Funds may make are subject to credit, liquidity and interest rate risk. In the event of any default on the Funds' investments in debt obligations by a borrower, the Funds will bear a risk of loss of principal and accrued interest on the debt obligation, which could have a material adverse effect on the Funds' investment and results of operations.
- *Antitrust Risk.* The Funds and their portfolio investments will be subject to antitrust and competition rules that apply in the United States and the countries or regions where they do business, and there has been increased scrutiny from antitrust regulators around the world. The application of those rules and the increased scrutiny by authorities could result in sanctions, fines or penalties, including civil damage actions, or delays or other difficulties in consummating the Funds' investments or divestments.

#### Risks to the TPG Real Estate Credit Funds

- *Industry Concentration.* The Funds' investments will be concentrated in the real estate industry and will be subject to numerous risks that affect the real estate industry as a whole, or specific sectors within that industry. In addition, because of the concentration of the Funds' investments in a single industry, an investment in the Funds may be subject to greater risk than an investment in a portfolio representing a broader range of industries.
- *Third-Party Involvement.* Funds co-invest from time to time with third parties through joint ventures or other entities. These investments involve risks in connection with such third-party involvement, including the possibility that a third-party co-investor or co-venturer has financial, legal or regulatory difficulties that negatively affect the investment, has economic or business interests or goals that are inconsistent with those of a Fund or is in a position to take (or block) action in a manner contrary to a Fund's investment objectives.
- *Illiquid and Long-Term Investments.* An investment in the Funds should be viewed as illiquid. It is uncertain as to when profits, if any, will be realized. Losses on unsuccessful investments may be realized before gains on successful investments are realized.
- *Structural Considerations Related to Investments in Real Estate Debt.* The debt securities and instruments in which the Funds may invest include secured or unsecured debt at various levels of an issuer's capital structure. As a result, to the extent a Fund invests in such debt, the Fund would potentially receive payments or interest distributions after, and must bear the effects of losses or defaults on the underlying mortgage loans before, the holders of other more senior tranches of debt.
- *Structured Products.* The Funds may invest in structured products, including pools of mortgages, loans and other real estate-related interests. The Funds' investments in structured products will be subject to a number of risks, including credit risks, liquidity risks, interest rate risks, market risks, operations risks, structural risks (including related to the fact that the structured products in which a Fund invests may be structurally leveraged (i.e., such products may have built-in leverage features that can increase or decrease the

value thereof by a greater degree than any corresponding increase or decrease in value of the underlying investments)), basis risks and legal risks.

- *Loan Origination.* The Funds or subsidiaries thereof (including subsidiaries treated as corporations for U.S. federal income tax purposes) may originate loans consistent with the Funds' investment objectives and strategy. In making loans, the Funds will compete with a broad spectrum of lenders, some of which may be willing to lend money on better terms (from a borrower's standpoint) than the Funds. Increased competition for, or a diminution in the available supply of, qualifying borrowers may result in lower yields on such loans, which could reduce returns to the Funds.
- *Non-Qualifying Mortgage Loans and Securities.* The Funds may invest in mortgage loans and securities backed by mortgage loans that do not meet the definition of "qualified mortgages" ("Non-QM Loans") under the Consumer Financial Protection Bureau's Ability-to-Repay Rule (the "ATR Rule"). The ATR Rule includes a "safe harbor" for a covered transaction that meets the definition of "qualified mortgage" and that is not a "higher-priced covered transaction." For any covered transaction that meets the definition of a "qualified mortgage" and is not a "higher-priced covered transaction," the creditor or assignee will be deemed to have complied with the ability-to-repay requirement (i.e., will be conclusively presumed to have made a good faith and reasonable determination of the consumer's ability to repay), although the mortgagor could still subsequently contend that the covered transaction did not actually meet the factual criteria of a "qualified mortgage." Higher-priced covered transactions that meet the definition of a "qualified mortgage" are subject to a rebuttable presumption of compliance with the ability-to-repay requirements; the mortgagor could subsequently contend that they are left with insufficient residual income or assets to meet living expenses. The Funds have no way to verify whether any mortgage loan is a qualified mortgage loan. Non-QM Loans are subject to the potential for increased challenges to the ATR Rule analysis used in approving a borrower. Even if the borrower does not succeed in the challenge, additional costs may be incurred by the Fund in connection with challenging and defending such claims.
- *Whole Loans.* The Funds may invest in commercial mortgages and senior loans secured by all property types and in residential whole loan mortgages. These whole loans may include subprime, non-performing and sub-performing mortgage loans which are subject to increased risks as opposed to prime whole loans. Whole loans generally are not government guaranteed or privately insured, though in some cases they may benefit from private mortgage insurance. A whole loan mortgage (and certain senior loans) are directly exposed to losses resulting from default and foreclosure.
- *Collateralized Loan Obligation Products and Other Securitizations.* The Funds may invest in pools and/or tranches of collateralized loan obligation ("CLO") products (including "equity" or residual tranches) and other securitizations, which are generally limited recourse obligations of the issuer payable solely from the underlying assets of the issuer or proceeds thereof. Consequently, holders of equity or other securities issued by these issuers must rely solely on distributions on its underlying assets or proceeds thereof for payment in respect thereof.

- *High Yield and Preferred Securities and Distressed Debt.* The Funds may invest in “high yield” bonds, preferred securities, convertible notes and distressed debt that are rated in the lower rating categories by the various credit rating agencies or comparable non-rated securities. The market for high yield securities has experienced periods of volatility and reduced liquidity. Securities in the lower rated categories and comparable non-rated securities are subject to greater risk of loss of principal and interest than higher rated and comparable non-rated securities and are generally considered to be predominantly speculative with respect to the issuer’s capacity to pay interest and repay principal. Investment in the securities of financially troubled issuers and operationally troubled issuers involves a high degree of credit and market risk. These financial difficulties may never be overcome and may cause issuers to become subject to bankruptcy proceedings.
- *B-Notes and A/B Structures.* The Funds may invest in B-notes (including by originating a whole loan and selling the A-note to a third party or another TPG fund), which are mortgage loans typically (i) secured by a first mortgage on a commercial property or group of related properties and (ii) subordinated to an A-note secured by the same first mortgage on the same collateral. As a result, if a borrower defaults, there may not be sufficient funds remaining to repay B-note holders after payment to the A-note holders. Since each transaction is privately negotiated, B-notes can vary in their structural characteristics and risks. The B-note portion of a loan is typically small relative to the overall loan, and is in the first loss position.
- *Preferred Equity.* The Funds may invest in preferred equity interests which generally rank junior to all existing and future indebtedness, including mezzanine and mortgage loans. To the extent a Fund invests in preferred equity, such investments and the Fund’s remedies with respect thereto will be subject to the rights of holders of more senior tranches in the issuer’s capital structure (including mezzanine and other junior debt holders) and, to the extent applicable, contractual co-lender, intercreditor, and/or participation agreement provisions, which will expose the Fund to greater risk of loss.
- *Construction Loans.* The Funds may originate and/or otherwise invest in construction loans. Construction lending generally is considered to involve a higher degree of risk of non payment and loss than other types of lending due to a variety of factors. Because construction loans depend on timely, successful completion and the lease up and commencement of operations post completion, a Fund may need to increase its allowance for loan losses in the future to account for the likely increase in probable incurred credit losses associated with such loans.
- *Derivatives.* The Funds may invest in derivative instruments of any kind (e.g., CMBX, options contracts, futures contracts, options on futures contracts, forward contracts, interest rate swaps, total return swaps, credit default swaps and other swap agreements). Investing in derivative instruments presents various risks, including lack of liquidity and risks of purchasing outside of an exchange. Derivative instruments, especially when purchased in large amounts, may not be liquid in all circumstances, so that in volatile markets a Fund may not be able to close out a position without incurring a loss. The use of derivative instruments involves investment risks and transaction costs to which the Funds would not be subject absent the use of these instruments.

- *Lender Liability Claims.* In recent years, a number of judicial decisions have upheld the right of borrowers to sue lending institutions on the basis of various evolving legal theories, collectively termed “lender liability.” We cannot assure that such claims will not arise or that the Funds will not be subject to significant liability and losses if a claim of this type were to arise.
- *Appraisals.* Deficiencies in appraisal quality in the loan origination or investment process could reduce the Funds’ net investment income. If appraisals result in an inflated value of the underlying real estate that proves to be inaccurate, this may result an increase in the severity of losses on the loans, and, in turn, the Funds may incur losses that could materially and adversely affect their financial condition.
- *Risks Relating to Rating Agencies.* The Funds may invest in debt securities that have been rated by nationally recognized rating organizations. In general, the ratings of these organizations represent the opinions of such agencies as to the quality of investments that they rate. Such ratings are relative and subjective and are not statements of fact; they are not absolute standards of quality and do not evaluate the market value risk of the investments that are rated. Therefore, there can be no assurance that any such rating will accurately quantify risk.
- *Risks Relating to Non-Rated Investments.* It is anticipated that at least some of the Funds’ investments in real estate loans and participations will not be rated by any recognized rating agency. Generally, the value of unrated classes of MBS is more subject to fluctuation due to economic conditions than rated classes, and there is increased risk of nonpayment or of a significant delay in payments on unrated classes.
- *Failure of Servicers to Effectively Service Loans.* Most loans and securitizations thereof require a servicer to be responsible for the resolution of delinquent and defaulted loans, including managing collections in respect thereof. In most situations, we expect that the servicer will be unaffiliated with us. However, in some situations, we may act as servicer (which could result in conflicts of interest when one of our employees provides such services or when another Fund holds an interest in the applicable portfolio investment. In any event, the servicer quality is of significant importance in the management of mortgage loans (or pools thereof) and default issues related thereto, and judgments made by a special servicer could significantly alter the probability and amount of recovery in a default situation. The failure of servicers to effectively service the loans and/or pools thereof in which a Fund has an investment would materially and adversely affect the Fund.
- *Transitional Loans.* The Funds may originate and acquire transitional loans on commercial real estate. A borrower under a transitional loan has usually identified an asset that has been under-managed and/or is located in a recovering market. If the market in which the asset is located fails to recover according to the borrower’s projections, or if the borrower fails to improve the operating performance of the asset or the value of the asset, the borrower may not receive a sufficient return on the asset to satisfy the transitional loan, and a Fund will bear the risk that it may not recover some or all of its investment.

- *Difficulties Redeploying Proceeds from Repayments.* As a Fund's loans and other investments are repaid, we will attempt to redeploy the proceeds the Fund receives during the commitment period into new loans and investments and repay borrowings under the Fund's secured credit facilities and other financing arrangements. It is possible that we will fail to identify reinvestment options that would provide a yield and/or a risk profile that is comparable to the asset that was repaid. If we fail to redeploy the proceeds a Fund receives from repayment of a loan or other investment in equivalent or better alternatives, the Fund could be materially and adversely affected.
- *Equity Positions.* In certain circumstances the Funds may take an equity position in a property-owning entity (for example, if a Fund forecloses on a loan). In this situation, a Fund's interests will be subordinated to both general and secured creditors of the asset. This subordination could increase the Fund's risk of loss.
- *Leverage.* The Funds intend to utilize significant leverage, which involves a high degree of financial risk and will increase Funds' exposure to adverse economic factors such as rising interest rates, downturns in the economy or deteriorations in the performance of portfolio investments.
- *Subscription Line.* The Funds expect to enter into a subscription line with one or more lenders in order to finance their operations (including the acquisition of the Funds' investments and the payment of expenses). A subscription line subjects investors to certain risks and costs, including many of those discussed above in "*Leverage*". In addition, a subscription line will result in incremental expenses that will be borne by investors. Conflicts of interest may arise in that the use of such facilities may, and likely would, delay the need for investors to make certain contributions to a Fund, which has the potential to enhance a Fund's performance figures and thereby benefit us and our affiliates. To the extent a particular investor's cost of capital is lower than a Fund's cost of borrowing, Fund-level borrowing can negatively impact an investor's overall individual financial returns even if it increases a Fund's reported net returns in certain methods of calculation.
- *NAV Facilities.* The Funds and/or one or more subsidiaries or special purpose vehicles may enter into net asset value-based facilities (each such facility, a "NAV Facility"), which generally will be secured in whole or in part by any or all of a Fund's or a borrowing subsidiary's assets, including portfolio investments or distributions in respect thereof. A NAV Facility subjects investors to certain risks and costs, including many of those discussed above in "*Leverage*" and "*Subscription Line*". NAV Facility lenders may foreclose on a Fund's assets if a Fund fails to repay the amounts borrowed under a NAV Facility or experiences another event of default, which could have a material adverse effect on the value of an investor's investment in a Fund.
- *Availability of Financing.* The Funds' ability to invest in portfolio investments may depend on the availability and terms of any borrowings that are required or desirable with respect to such investments. A decrease in the availability of financing (or an increase in the interest cost) for leveraged transactions, whether due to adverse changes in economic or financial market conditions or a decreased appetite for risk by lenders, would impair a

Fund's ability to consummate these transactions and would adversely affect a Fund's returns.

- *Licenses or Other Authorizations.* Certain federal and local banking and other regulatory bodies or agencies inside or outside the United States may require a Fund to obtain licenses or similar authorizations to engage in various types of lending activities, including investment in senior loans. Such licenses or authorizations may take a significant amount of time to obtain, and may require the disclosure of confidential information regarding the Fund, or us or our affiliates, including financial information and/or information regarding officers and directors of such investor, and the Fund may or may not be willing or able to comply with these requirements. The inability of a Fund to obtain such licenses or authorizations, or the structuring of an investment in an inefficient or otherwise disadvantageous manner, could adversely affect the Fund's ability to implement the strategy for the Fund and the Fund's results.
- *Position Limits.* The Dodd Frank Act significantly expanded the scope of the CFTC's authority and obligation to require reporting of, and adopt limits on, the size of positions that market participants may own or control in commodity futures and futures options contracts and swaps. We do not know the full impact of these recent changes at this time. Individually and collectively, current and new position limits and associated aggregation requirements could increase the costs to the Funds of maintaining positions in commodity futures and futures option contracts and swaps and reduce the level of exposure the Funds are able to obtain (whether for risk management or investment purposes) through commodity futures and futures option contracts and swaps. These requirements could also impair liquidity in certain swaps and adversely affect the quality of execution pricing obtained by the Funds, all of which could adversely impact the Funds' investment returns.
- *Asset Valuations.* With certain limited exceptions, we determine valuations with respect to Fund investments in our sole discretion. The process of valuing investments for which reliable market quotations are not available is based on inherent uncertainties and the resulting values may differ from values that would have been determined had an active market existed for such investments and may differ from the prices at which such investments ultimately may be sold or disposed of. The exercise of discretion in valuation by the general partner gives rise to potential conflicts of interest, including in connection with determining the amount and timing of distributions of carried interest and the calculation of management fees. See also "*Item 11 – Conflicts Related to the Valuation of Assets*" for a discussion of the conflicts of interests the Fund's valuation methodology presents.

## **ITEM 9 – DISCIPLINARY INFORMATION**

Not applicable.

In the ordinary course of business, TPG and its affiliates are parties to litigation, investigations, inquiries, employment-related matters, disputes and other potential claims. Additional information regarding such matters is from time to time also disclosed in public filings with the SEC for the Public Company (see <https://shareholders.tpg.com/financial-information/sec-filings>).

## **ITEM 10 – OTHER FINANCIAL INDUSTRY ACTIVITIES AND AFFILIATIONS**

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

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

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

- TPG Global Advisors, LLC;
- TPG Capital Advisors, LLC;
- TPG PEP Advisors, LLC;
- TPG RE Finance Trust Management, L.P.;
- TPG Solutions Advisors, LLC;
- Angelo, Gordon & Co., L.P.; and
- AGTB Fund Manager, LLC,

along with their respective relying advisers.

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

*General Partners of TPGRE Vehicles.* Various entities serve as general partners of the TPGRE Vehicles, and are our related persons. For a description of material conflicts of interest created by the relationship among us and the general partners, as well as a description of how such conflicts are addressed, please see Item 11 below.

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

### ***Code of Ethics***

We have adopted a comprehensive Code of Ethics that is applicable to, among others, all of our officers and employees, certain temporary personnel and certain of our affiliates and their officers and employees (collectively, “TPGRE Personnel”). The Code of Ethics, which is designed to comply with Rule 204A-1 under the Investment Advisers Act of 1940, as amended (the “Advisers Act”), establishes guidelines for professional conduct and personal trading procedures, including certain pre-clearance and reporting obligations.



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

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

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

Under the Code of Ethics, TPGRE Personnel also are required to file certain periodic reports with the Chief Compliance Officer or his/her designee as required by Rule 204A-1 under the Advisers Act. The records of any such trades by TPGRE Personnel will not be open to inspection by investors. Our management may from time to time implement additional internal policies or restrictions on trading by TPGRE Personnel and their family/household that are in addition to the requirements of our Code of Ethics.

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

#### ***Participation or Interest in Client Transactions; Related Person Investments***

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

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

#### ***Conflicts of Interest***

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

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

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

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

We describe below certain of these conflicts of interest, as well as how we seek to address them.

#### Resolution of Conflicts

When conflicts arise between a TPGRE Vehicle and another TPGRE Vehicle or a Related Fund, we will seek to resolve the conflict or represent the interests of such TPGRE Vehicle, respectively, and the applicable Related Adviser will represent the interests of the Related Fund. In addressing conflicts, we and the other Related Adviser, as applicable, will consider various factors, including the interests of such TPGRE Vehicles, the other TPGRE Vehicle and the Related Fund, as applicable, in the context of both the immediate issue at hand and the longer-term course of dealing among such TPGRE Vehicle and the Related Fund. In the case of all conflicts involving a TPGRE Vehicle, our determination as to which factors are relevant, and the attempted resolution of such conflicts, will be made in our sole discretion.

The following may help mitigate potential or actual conflicts of interest:

- a TPGRE Vehicle will not make any investment unless we and the TPGRE Vehicle’s general partner believe that such investment is an appropriate investment considered from the viewpoint of such TPGRE Vehicle;
- many important conflicts of interest may be resolved pursuant to set procedures, restrictions or other provisions contained in the relevant Governing Documents for the TPGRE Vehicles;
- with respect to the Funds, the advisory committee for a Fund, whose members are not affiliated with the general partner of the Fund, generally play an important role in resolving conflicts of interest by, for example, overseeing certain activities that could give rise to conflicts of interest or approving or consenting to decisions that involve certain conflicts of interest referred to it by the Fund’s general partner in accordance with the relevant Governing Documents;

- when we deem it appropriate in our sole discretion, unaffiliated third-party service providers will be used to help resolve conflicts, such as the use of an investment banker to opine as to the fairness of a purchase or sale price. In addition, the willingness of a third-party investor to make an investment on the same or similar terms as a TPGRE Vehicle may demonstrate the fairness of the transaction to such TPGRE Vehicle;
- prior to subscribing for interests in a Fund, each investor receives information relating to significant potential conflicts of interest arising from the proposed activities of the Fund; and
- in certain circumstances, we erect temporary or permanent information barriers to restrict the transfer of non-public information between business units.

While we endeavor to resolve all conflicts in a fair and impartial manner, there can be no assurance that our own interests will not influence our conduct and decisions. There can be no assurance that we will identify or resolve all conflicts in a manner that is favorable to the TPGRE Vehicles and the TPGRE Vehicles' investors may not, subject to any requirements set forth in a TPGRE Vehicle's Governing Documents, be entitled to receive notice or disclosure of the actual occurrence of conflicts or have any right to consent to them as they arise.

#### Potential Conflicts of Interest

The material conflicts of interest that a TPGRE Vehicle encounters include those discussed below and elsewhere in this brochure. The following summary is not intended to be an exhaustive list of all actual, potential, or apparent conflicts or their potential consequences. Identifying potential conflicts of interest is complex and fact-intensive, and it is not possible to foresee every conflict of interest that will arise during a TPGRE Vehicle's life. In particular, we expect in the future to identify additional conflicts of interest that currently are not apparent to us or the broader alternative investments industry, as well as conflicts of interest that arise or increase in materiality as we develop new investment platforms or business lines and otherwise adapt to dynamic markets and an evolving regulatory environment. Moreover, we are an affiliate of the Public Company and we and our personnel have duties or incentives related to the interests of the Public Company's stockholders that could differ from, and that could conflict with, the interest of TPGRE Vehicles and their investors. Accordingly, as a consequence of the Public Company's status as a public company, we and our personnel may take into account certain considerations and other factors in connection with the management of the business and affairs of a TPGRE Vehicle that would not necessarily be taken into account if the Public Company were not a public company. To the extent we identify conflicts of interest in the future, we may, but assume no obligation to, disclose these conflicts and their implications to investors in TPGRE Vehicles through a variety of channels, including in subsequent brochures or in other written or oral communications to the advisory committee or investors more generally.

#### *Principal Transactions*

Section 206 of the Advisers Act regulates principal transactions among an investment adviser and its affiliates, on the one hand, and the investment adviser's clients, on the other. The Advisers Act generally requires that, when an investment adviser or its affiliate proposes to purchase a security

from, or sell a security to, an advisory client (what is commonly referred to as a “principal transaction”), the adviser must make certain disclosures to the client of the terms of the proposed transaction and obtain the client’s consent.

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

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

We have established certain policies and procedures reasonably designed to comply with the requirements of the Advisers Act as they relate to principal transactions, including that the requisite disclosures be made to the applicable TPGRE Vehicle regarding any proposed principal transactions, if required by the Advisers Act or applicable law, and the TPGRE Vehicle’s prior consent to the transaction be received. In addition, the Governing Documents relating to the TPGRE Vehicles typically contain additional restrictions on our ability or that of the TPGRE Vehicles to engage in principal transactions and disclosures regarding principal transactions that are likely to arise in the operations of TPGRE Vehicles.

#### *Participation of TPG BD and Related Entities in Capital Markets Activity*

We leverage our internal expertise and infrastructure in structuring and executing a wide array of capital markets transactions across TPG, including those involving existing, prospective and former portfolio investments (including their affiliates and related entities such as holding companies, subsidiaries and TPG-sponsored continuation vehicles). Examples of the ways in which we deploy our capital markets expertise include but are not limited to

- structuring, executing and at times underwriting initial public offerings, follow-on primary offerings and secondary offerings (including “block trades”) and private placements of equity securities;
- structuring, executing and at times underwriting high yield and other bond offerings;
- structuring, arranging and placing interests in loans, credit facilities, asset-based facilities, securitizations and similar debt instruments;
- structuring and arranging amendments to existing securities, credit facilities and other instruments;
- structuring and implementing interest rate, foreign exchange and other hedging or derivative strategies;

- structuring and executing other similar transactions to finance the Fund’s acquisition of a portfolio investment or to enable the Fund to monetize its interest in a portfolio investment, including the syndication of a TPG-sponsored continuation vehicle or co-investment;
- providing capital markets advice with respect to any of the foregoing transactions; and
- providing any other capital markets services that a third party may render to or with respect to an existing, prospective or former portfolio investment and/or their affiliates or related entities.

We expect the types of capital markets services we provide to evolve in light of market developments and industry trends.

Our registered broker-dealer, TPG BD and related entities typically receive compensation for the services we provide in connection with capital markets activities, including but not limited to those listed above. The compensation may take a variety of forms, including, for instance, a portion of the commission or discount paid to the investment banks that underwrite a securities offering, a fee for arranging the syndication or placement of debt financing or an advisory fee for facilitating the efficient execution by a TPGRE Vehicle of a “block trade” or other secondary sale to monetize a TPGRE Vehicle’s direct or indirect interest in a pre-IPO or publicly traded portfolio investment. Depending on the nature of the transaction, the TPGRE Vehicle, the portfolio investment, TPG-sponsored continuation vehicles, Co-Investment Vehicles or other parties to the transaction will pay the related fee or fees to TPG BD and/or a related entity. Where legal and regulatory circumstances permit, including outside the United States, other TPG affiliates may perform such capital markets services and receive compensation for the provision of such services. Any compensation we receive for providing capital markets services will not, in accordance with the Governing Documents, offset the management fee or require the approval of the advisory committee. We intend to disclose annually to investors in the applicable TPGRE Vehicles the amount of compensation we receive for capital markets services rendered in respect of Fund portfolio investments.

While we believe that our internal capital markets capabilities help maximize value for our funds, our ability to utilize TPG BD or a related entity in connection with the foregoing transactions gives rise to conflicts of interest. In general, we have an incentive to retain, or to exercise our control or influence over a portfolio investment’s management team so that it retains TPG BD (or a related entity) or otherwise transacts with TPG BD (or a related entity) instead of other unaffiliated broker-dealers or counterparties. For instance, TPG BD (or a related entity) could take the place of another investment bank in the syndicate underwriting a securities offering or act as the sole or lead financial institution on a transaction instead of a third-party bank. When involved in a particular transaction, TPG BD (or a related entity) has the incentive to seek higher fees or other favorable terms from the TPGRE Vehicle, the portfolio investment or other counterparties, as well as to structure a transaction so that it benefits certain investors in the TPGRE Vehicles or other third parties that are of strategic importance. For example, TPG BD could influence the placement of portfolio investment securities or debt instruments so that investors who are sizeable investors in

multiple TPGRE Vehicles or Related Funds or who pay TPG BD a placement fee receive an allocation ahead of others. In certain instances, securities or debt instruments of an issuer or portfolio investment of a TPGRE Vehicle will be placed with another TPGRE Vehicle or Related Fund, and vice versa, which gives rise to additional conflicts. To the extent that our capital markets personnel face competing demands for their time and attention, we have an incentive to devote our limited capital markets resources to portfolio investments and transactions that would generate the highest fee for TPG BD (or related entities) or otherwise benefit us. TPG employees who provide capital markets services are under no obligation to prioritize the interests of a particular TPGRE Vehicle or its investors in determining how to allocate their time across various projects within TPG.

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

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

#### *Financings by TPG*

We or one of our affiliates are permitted under the Governing Documents to act as lender to a TPGRE Vehicle, including to enable the TPGRE Vehicle to make investments. For example, this may arise to the extent that the TPGRE Vehicle has not established a subscription facility or the TPGRE Vehicle is not able to incur sufficient borrowings under a subscription facility to make an investment.

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

### *Third-Party Placement Agents*

We from time to time enter into arrangements with third parties to raise capital for a TPGRE Vehicle. Such placement agents will likely receive placement fees and/or other compensation (the “Fees”) for providing solicitation and other services with respect to certain investors that invest in a TPGRE Vehicle, and such Fees are generally based upon the size of an investor’s capital commitment to a TPGRE Vehicle, although also have the potential to include flat fees and bonuses. The Fees typically are expected to be paid by an affiliate of the applicable general partner. As a result of the Fees, placement agents have a significant economic incentive to solicit investors to invest in the TPGRE Vehicles, resulting in a material conflict of interest. Placement agents also seek to do business with and earn fees or commissions from the general partners and/or their affiliates, as well as with other third-party fund sponsors that may have similar or different investment objectives from the TPGRE Vehicles. Examples of such business include placement, underwriting, investment banking, lending, consulting, advisory, valuation, personal banking and/or asset management. Accordingly, potential investors should recognize that a placement agent’s participation as placement agent for interests in a TPGRE Vehicle potentially will be influenced by its interest in such current or future fees and commissions, including differentials in the placement fees that are offered by us or other third-party fund sponsors for which the placement agent acts as placement agent. We also reserve the right to allow placement agents and their personnel to invest in a TPGRE Vehicle, Related Funds and/or their respective portfolio investments, including on preferential economic terms, which gives rise to potential conflicts of interest.

### *Allocation of Investment Opportunities*

We engage in a broad range of investment and advisory activities for our own account and for the accounts of investment funds. In connection with these activities, investment opportunities will arise that fall within the investment objectives or strategies of two or more TPGRE Vehicles or Related Funds. We therefore expect to encounter situations in which we must determine how to allocate investment opportunities among various TPGRE Vehicles and other persons, which typically include the following:

- the Funds and Related Funds;
- any Co-Investment Vehicles formed to invest side-by-side with one or more Funds in particular transactions entered into by such Funds or for the purpose of pursuing a specific investment strategy. The investors in such TPGRE Vehicles typically include individuals and entities that are also investors in one or more Funds (which we refer to collectively as “TPGRE Investors”) and/or individuals and entities that are not investors in any Funds;
- TPGRE Investors and/or third parties that wish to make direct investments side-by-side with one or more TPGRE Vehicles in particular transactions; and
- TPGRE Investors and/or third parties acting as “co-sponsors” with us with respect to a particular transaction.

In addition, we and our related persons expect to form, sponsor or acquire in the future additional investment funds, separate accounts or other investment vehicles with investment objectives or strategies substantially similar to, or different from, those of the current TPGRE Vehicles, including additional hedge funds, credit funds, collateralized loan obligation issuers, infrastructure funds, life sciences funds, emerging market funds and other regional or sector-focused vehicles. With every new fund, vehicle or account that we form or acquire there is an increased likelihood of overlapping investment objectives.

In addition, a successor fund limitation in the Governing Documents does not prohibit, restrict or otherwise limit us in any way from engaging in strategic transactions on our own behalf, including the investment in, acquisition of, or combination with, other investment platforms, including investment platforms that sponsor, manage or advise funds, vehicles or accounts with investment mandates that are the same as, or similar to, a TPGRE Vehicle's investment mandate. Any such funds, vehicles or accounts managed, sponsored or advised by us as a result of any such strategic transaction (including predecessor and successor funds; vehicles, co-investing funds, side cars and separate accounts related to any of them; and successors to all of these entities), regardless of whether such strategic transaction occurs prior to, during or after a TPGRE Vehicle's commitment period, would typically be excluded from a TPGRE Vehicle's successor fund limitation.

The TPGRE Vehicles and Related Funds are generally subject to contractual investment allocation requirements, such as "duty to offer" provisions or clauses stipulating a specified allocation for certain types of investments. Many, though not all, TPGRE Vehicles and Related Funds have "duty to offer" provisions. These provisions typically carve out certain types of investment opportunities, including follow-on investments or dispositions by other TPGRE Vehicles or Related Funds and overlap situations as described below. In certain cases, these "duty to offer" provisions will give a TPGRE Vehicle or Related Fund contractual priority over certain investments even though such investments may fall within the "duty to offer" provisions or investment objectives of other TPGRE Vehicles or Related Funds. We refer to these contractual investment allocation requirements, which are typically set forth in the Governing Documents of the TPGRE Vehicles and Related Funds, as the "Investment Allocation Requirements."

When making allocation decisions, we are guided by our contractual obligations to the TPGRE Vehicles and Related Funds, as well as our allocation procedures and principles. For each allocation decision, we first apply the relevant Investment Allocation Requirements. Historically, applying the Investment Allocation Requirements has tended to result in the identification of a single TPGRE Vehicle or Related Fund to pursue an investment opportunity. That is, we often conclude that an investment opportunity falls within the "duty to offer" of a single TPGRE Vehicle or Related Fund and not any other TPGRE Vehicle or Related Fund, based on it being suitable for, and satisfying the other "duty to offer" criteria of, that TPGRE Vehicle alone.

A TPGRE Vehicle's Governing Documents may not impose on us a "duty to offer" to such TPGRE Vehicle any potential investment opportunity, meaning we have no obligation to pursue through the TPGRE Vehicle (as opposed to another TPGRE Vehicle, Related Fund or TPG and/or its affiliates) an opportunity that fits within a TPGRE Vehicle's investment objective. If we determine that an opportunity is suitable in whole or in part for one or more other TPGRE Vehicles and/or Related Funds, we may offer that opportunity to such other TPGRE Vehicle and/or Related Fund before offering it to a TPGRE Vehicle, and a TPGRE Vehicle will participate only after such other



TPGRE Vehicles and/or Related Funds have received its or their suitable and/or contractually required allocations, as determined by us in our sole discretion. In addition, we may determine that an investment is suitable for another TPGRE Vehicle and/or Related Fund, taking into account the investment objectives or other relevant provisions of the Governing Documents or marketing materials of such TPGRE Vehicle and/or Related Fund, even where such other TPGRE Vehicle and/or Related Fund does not have a contractual “duty to offer” with respect to such investment. Similarly, we may determine that an investment in a portfolio investment should be made on behalf of us or our affiliates (for our or their own account), or would be more appropriate as a business combination with us or our affiliates, even where such investment is suitable for a TPGRE Vehicle (see “*Conflicts Related to Strategic Transactions*” below).

Accordingly, investment opportunities allocated to a TPGRE Vehicle will generally be those that satisfy the investment objective of such TPGRE Vehicle and that we conclude are: (i) sourced by a member of a TPGRE Vehicles’ team; (ii) more appropriate for a TPGRE Vehicle than another TPGRE Vehicle or Related Fund; (iii) too large for another TPGRE Vehicle or Related Fund to make on its own, in which case a TPGRE Vehicle could be offered the opportunity to co-invest alongside such other TPGRE Vehicle or Related Fund; (iv) too small for another TPGRE Vehicle or Related Fund, in which case the entire opportunity could be offered to a TPGRE Vehicle; and/or (v) otherwise not suitable for other TPGRE Vehicles or Related Funds, given factors that could include, for example, those set forth below, in which case a TPGRE Vehicle could pursue the entire opportunity by itself or alongside other TPGRE Vehicles and/or Related Funds with overlapping strategies. We have significant discretion in allocations of investments to the TPGRE Vehicles, and as a result of other TPGRE Vehicles’ or Related Funds’ priority rights, a TPGRE Vehicle likely will not be offered the opportunity to participate in certain investment opportunities, and participation by a TPGRE vehicle in such opportunities may be limited or curtailed to the extent required by the priority rights of such other TPGRE Vehicles or Related Funds. In addition, our allocation of investment opportunities among the TPGRE Vehicles and Related Funds potentially will result in the allocation of all or none of an investment opportunity to a TPGRE Vehicle (including in connection with follow-on investments), or a disproportional allocation among a TPGRE Vehicle and other TPGRE Vehicles and/or Related Funds, with such allocations being less advantageous to a TPGRE Vehicle relative to other TPGRE Vehicles and/or Related Funds. As described in *Conflicts Arising from Other Investment Activities of the TPGRE Vehicles and Related Funds – Walled-Off Businesses*, certain Related Advisers are on the other side of a permanent information barrier from us, and a TPGRE Vehicle generally will not be allocated any opportunity sourced by such Related Advisers.

Depending on the circumstances, any suitable investment opportunity could be (i) allocated entirely to a TPGRE Vehicle, (ii) allocated entirely to another TPGRE Vehicle or Related Fund or other parties (iii) shared between a TPGRE Vehicle and one or more other TPGRE Vehicles and/or Related Funds, including co-investors.

We allocate each investment opportunity in accordance with our contractual obligations and/or allocation principles. These principles reflect factors that we determine in good faith to be fair and reasonable. Factors we currently consider include, but are not limited to:

- the relevant TPGRE Vehicles’ and Related Funds’ investment focuses and objectives (e.g., investment strategy, asset class, industry focus, control orientation, etc.);

- the TPG professionals who sourced the investment opportunity;
- the professionals who are expected to oversee and monitor the investment;
- transaction dynamics, including dynamics from the management team of the relevant investment or issuer thereof (e.g., whether the management team indicates a preference for a transaction with certain TPG personnel or platforms, or with TPG as a firm (rather than with a TPGRE Vehicle));
- the expected amount of capital required to make the investment as well as the relevant TPGRE Vehicles' and Related Funds' current and projected capacity for investing (including for any potential follow-on investments);
- the relevant TPGRE Vehicles' and Related Funds' targeted rate of return and investment holding period;
- expected cash characteristics (such as cash-on-cash yield, distribution rates or volatility of cash flows);
- loan-to-value ratio or debt service coverage ratio of the portfolio investment;
- the stage of development of the prospective portfolio investment;
- the existing portfolio of investments of the relevant TPGRE Vehicles and Related Funds;
- the investment opportunity's risk profile;
- portfolio diversification and concentration concerns (including, but not limited to (i) allocations necessary for the TPGRE Vehicles or other Related Funds to maintain a particular concentration in a certain type of investment (e.g., if another TPGRE Vehicle or Related Fund follows a liquid strategy pursuant to which it sells a type of investment more or less frequently than a TPGRE Vehicle and the other TPGRE Vehicle or such other Related Fund needs a non-pro rata additional allocation to maintain a particular concentration in that type of investment) and (ii) whether the TPGRE Vehicles or other Related Funds already have desired exposure to the investment, sector, industry, geographic region or markets in question);
- the credit and default profile of an investment or borrower (e.g., FICO score of a borrower for residential mortgage loans; the credit rating of an issuer of debt instruments; etc.);
- the expected life cycle and duration of commitment period of the relevant TPGRE Vehicles and Related Funds;
- any investment targets or restrictions (e.g., industry, concentration, size, etc.) for the relevant TPGRE Vehicles and Related Funds;

- investment target sizes for the relevant TPGRE Vehicles and Related Funds, including any predetermined maximum and minimum investment sizes for the TPGRE Vehicles and Related Funds;
- the applicable sector, geography/location or jurisdiction of the investment and any attendant impact on credit, perfection, enforcement rights or other factors;
- the ability of the relevant TPGRE Vehicles and Related Funds to accommodate the desired terms of the transaction and/or structural, timing and other aspects of the investment or the investment process;
- the ability of the relevant TPGRE Vehicles and Related Funds to employ leverage, hedging, derivatives or other similar strategies in connection with acquiring, holding, disposing of or otherwise realizing upon the particular investment opportunity, and any requirements or other terms of any existing leverage facilities;
- liquidity considerations of the relevant TPGRE Vehicles and Related Funds (including warehouse vehicles or arrangements (such as commercial real estate collateralized loan obligation warehouses and TPG-controlled or third-party warehouse arrangements)) established for the benefit of current TPGRE Vehicles and/or Related Funds or potential future TPGRE Vehicles and/or Related Funds;
- the avoidance of a de minimis or odd lot allocation;
- with respect to any investment opportunities that are made available to us by counterparties pursuant to negotiated trading platforms (e.g., ISDA contracts), the absence of such relationships, which might not be available for all TPGRE Vehicles; and
- legal, tax, contractual, regulatory or other considerations that we deem relevant.

The relevance of each allocation principle will vary from investment opportunity to investment opportunity, and in some cases, one single factor will outweigh the others. While we seek to apply a generally consistent framework and approach, the facts and circumstances of each allocation decision remain determinative. There is no obligation for us to consider all such allocation principles in connection with the allocation of any given investment opportunity.

In addition, we expect our allocation principles, and procedures more generally, to change over time, including during the TPGRE Vehicles' commitment period. For example, we have and could continue to establish allocation criteria to apply more mechanically to particular categories of investments. We do not intend to notify investors of any changes we make to our allocation policies, procedures or principles.

TPG has established a committee, which we refer to as the "Allocation Committee," to apply the above principles and make allocation decisions in situations where the investment interests of multiple TPGRE Vehicles or Related Funds overlap. The composition of the Allocation Committee includes senior TPG professionals representing major investment platforms with the exception of platforms on the other side of a permanent information barrier (see "*Conflicts Arising*

*from Other Investment Activities of the TPGRE Vehicles and Related Funds – Walled-Off Businesses*”) and TPG as a whole. We expect the Allocation Committee’s composition and role, if any, in the allocation process to evolve over time.

The application of our allocation principles is a fact-intensive exercise. While we base our allocation decisions on the information available to us at the time, this information could prove, in retrospect, to be incomplete or otherwise flawed. Furthermore, the weight we ascribe to certain considerations will evolve over time in response to, among other things, changes in market conditions, the competition we face for investments and the mix of opportunities available to the TPGRE Vehicles. The Allocation Committee makes allocation determinations based solely on its expectations at the time investments are made, however investments and their characteristics may change and there can be no assurance that an investment not allocated to a TPGRE Vehicle will not prove to have been more suitable for such TPGRE Vehicle in hindsight. Additionally, because the TPGRE Vehicles and other Related Funds are advised by different personnel that may have differing views regarding the attractiveness of a particular investment, the TPGRE Vehicles are expected from time to time to decline to pursue an investment that is then pursued by another Related Fund, us and/or our affiliates or vice versa. The allocation of opportunities requires us to make subjective judgments. Any such judgments and their application involve inherent conflicts and risks that assumptions regarding investment opportunities will not ultimately prove correct and accordingly, there can be no assurance that our subjective judgments will prove correct in hindsight.

We have established a committee, which we refer to as the “Suitability Committee,” to make a suitability determination with respect to certain TPGRE Vehicles for which an investment opportunity may be suitable to the extent we are not clearly required to offer such investment opportunity to a specific Related Fund pursuant to such Related Fund’s “duty to offer” provision. Such suitability determination is subject to the conflicts and considerations described above in respect of allocation decisions. The current composition of the Suitability Committee includes senior TPGRE Personnel. We expect the Suitability Committee’s members and role in the allocation process to evolve over time. Once a suitability determination is made by the Suitability Committee, such determination is presented to the Allocation Committee. If such suitability determination is approved by the Allocation Committee, then the Allocation Committee will make an allocation decision among the TPGRE Vehicles selected by the Suitability Committee and other Related Funds with an overlapping strategy (if any) in accordance with the allocation principles and factors described above.

In making an allocation decision, additional potential conflicts of interest are expected to arise. Specifically, because the TPGRE Vehicles and Related Funds have different fee, expense and compensation structures, we have an incentive to allocate an investment opportunity to the TPGRE Vehicle or Related Fund that would generate a higher fee or more carried interest. In addition, our professionals will generally participate indirectly in investments made by TPGRE Vehicles in which they invest (see *“Conflicts Arising from Interests of Our Professionals in the TPGRE Vehicles and Related Funds”*). We do not explicitly take such considerations into account in making allocation decisions and expect that our procedures and principles will help mitigate the risk that these incentives implicitly influence our allocation decisions.

An allocation decision could result in a single TPGRE Vehicle or Related Fund being allocated an entire investment opportunity, or in multiple TPGRE Vehicles and/or Related Funds sharing an investment opportunity on a basis approved by the Allocation Committee. Allocating all or any portion of an investment opportunity to one or more Related Funds and/or us and/or our affiliates instead of a TPGRE Vehicle will reduce the amount available to the TPGRE Vehicle for investment. In certain cases, a TPGRE Vehicle would likely decline to pursue an investment opportunity if it determines its allocation is too small to be appropriate for it.

Even when we determine that all or part of an investment opportunity should be allocated to a particular TPGRE Vehicle or Related Fund, the Governing Documents of certain TPGRE Vehicles allow us, in our complete discretion and notwithstanding our other allocation principles, to offer to other TPGRE Vehicles, Related Funds or co-investors a certain amount of the portion of such opportunity allocated to such TPGRE Vehicle. This right is separate from and in addition to our ability to allocate co-investment from “overage” after the TPGRE Vehicle receives its appropriate allocation. We typically are able to exercise this right in a variety of ways, including on a deal-by-deal or more systematic basis. If we elect to exercise this right with respect to any investment opportunity, we could be awarding the other TPGRE Vehicles or Related Funds (and their respective investors) or co-investors greater exposure to the investment than they would otherwise receive. Such TPGRE Vehicles, Related Funds or co-investments may generate more fees, carried interest or other compensation than we would have received from the Fund to which the investment opportunity should be allocated.

We, a TPGRE Vehicle and/or a Related Fund from time to time invest in the securities offerings of portfolio investments or portfolio companies held by another TPGRE Vehicle or a Related Fund (including through initial public offerings), which would result in us and/or a TPGRE Vehicle receiving an allocation of portfolio investment or portfolio company securities, as applicable. In addition to potential conflicts of interest arising from the allocation of such securities, this arrangement also leads to similar conflicts described below, among other places, under “*Conflicts Related to Investing in Different Levels of the Capital Structure.*”

From time to time, we expect to determine final allocations among TPGRE Vehicles and/or Related Funds only after certain expenses or other amounts have already become due and payable. In these circumstances, a TPGRE Vehicle would be expected initially to bear the full amount of an upfront payment or expense, even if another TPGRE Vehicle or Related Fund ultimately participates in the investment. In such a circumstance, the other TPGRE Vehicle or Related Fund would reimburse the TPGRE Vehicle for its proportionate share of such payment or expense when we determine the final allocation of the investment opportunity among the TPGRE Vehicle and the other TPGRE Vehicle or Related Fund. Prior to a final allocation decision, a TPGRE Vehicle or a Related Fund or an affiliate thereof may enter into a purchase and sale agreement in connection with the acquisition of an investment. After a final allocation decision, the initial party may assign all or any portion of such purchase and sale agreement to one or more TPGRE Vehicles or an affiliate. While highly unlikely, it is possible that the other TPGRE Vehicle or Related Fund could default on its obligation to reimburse the TPGRE Vehicle. In addition, we may alter a prior allocation determination in order to take into account a change in facts. For example, the TPGRE Vehicles are permitted to syndicate a potential co-investment after closing and other Related Funds have similar rights. In the event that a TPGRE Vehicle or another Related Fund fails to syndicate a potential co-investment, we are permitted to re-allocate the portion of the investment that was

not syndicated, and any such re-allocation may involve a transfer or a purchase and sale of such an investment between a TPGRE Vehicle and another TPGRE Vehicle and/or Related Fund without the consent of an advisory committee.

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

As described herein, TPG’s founders and certain other senior personnel have established family offices (each, a “Family Office” and collectively the “Family Offices”) to provide investment advisory and other services to their respective family accounts (including certain charitable accounts) in connection with their personal investment activities. Certain firms considered Family Offices for this purpose may also provide services to other third-party clients. The investment activities of the Family Offices and the involvement of TPG’s founders and other senior personnel in these activities give rise to potential conflicts between the personal financial interests of such personnel and the interests of TPGRE Vehicles. For example, a Family Office could make an investment that falls within a TPGRE Vehicle’s investment objectives, could invest in a company in which a TPGRE Vehicle also holds an interest (which may be at a different level of the company’s capital structure), could invest in a company that competes or has another business relationship with a portfolio investment of a TPGRE Vehicle, or could otherwise engage in an activity that would be inconsistent with the interests of TPG, a TPGRE Vehicle, or a portfolio investment. While we seek to mitigate certain of these potential conflicts of interest, our efforts will not necessarily reduce or eliminate them.

We organize and sponsor separate public investment vehicles whose purpose is to make a single investment (each such vehicle, a “Special Purpose Acquisition Company”). We typically acquire “founder” shares and occasionally other securities of such Special Purpose Acquisition Companies. Any return or other amounts we earn with respect to those securities or otherwise as sponsor of a Special Purpose Acquisition Company will not reduce the advisory fees or carried interest payable by the TPGRE Vehicles. As Special Purpose Acquisition Companies could be organized when the TPGRE Vehicles have an active commitment period, they may raise potential conflicts of interest similar to those that arise among TPGRE Vehicles and Related Funds, including with respect to the allocation of investment opportunities and expenses. For example, a Special Purpose Acquisition Company could invest in an opportunity a TPGRE Vehicle initially considered and may therefore benefit from the TPGRE Vehicles’ prior diligence, potentially without any corresponding obligation to reimburse the TPGRE Vehicle for the cost of the diligence or related expenses. In addition, a TPG-sponsored Special Purpose Acquisition Company may acquire or combine with a portfolio company or portfolio investment of a TPGRE Vehicle or Related Fund, including a portfolio investment of a TPGRE Vehicle (assuming the receipt of any necessary approvals under the Governing Documents of the applicable TPGRE Vehicles).

### *Allocation of Co-Investment Opportunities*

From time to time, we have the option to offer one or more TPGRE Investors, Co-Investment Vehicles, investors in Related Funds or third parties (including investors in other Related Funds) the opportunity to invest alongside a Fund, or “co-invest,” in an investment a Fund is making either directly or through a TPG-controlled vehicle established to invest in one or more co-investment opportunities. With respect to TPGRE Investors, the situation generally arises when the amount of equity capital necessary to complete a transaction exceeds the amount we determine is appropriate for the Fund, after taking into account additional capital to be contributed by other Funds and any

- co-underwriters;
- co-sponsors (including other third-party managed pooled investment vehicles in which we or our affiliates or TPGRE Personnel personally may hold an interest) or co-venturers;
- Senior Advisory Professionals (and the funds they manage);
- TPG employees and other affiliated personnel; and
- other parties or consultants that assisted in sourcing or completing the transaction or provide other strategic value.

In addition, some of our Governing Documents require us in certain circumstances to offer preferential access to co-investment opportunities to certain limited partners on a systematic basis. We will offer co-investments pursuant to the procedures included in such Funds’ Governing Documents and as described in the following paragraphs.

Subject to any requirement to offer limited partners co-investment opportunities in certain circumstances and any other restrictions contained in the Governing Documents of the relevant TPGRE Vehicle or any side letter or other terms negotiated with respect to such TPGRE Vehicle, in general we have complete discretion to determine to whom we will offer and award co-investment opportunities. In particular,

- we expect to give co-investment opportunities to
  - TPGRE Investors;
  - Senior Advisory Professionals (and the funds they manage);
  - TPG employees and other affiliated personnel;
  - TPGRE Personnel;
  - Co-Investment Vehicles;
  - investors in Related Funds;
  - prospective investors in one or more Related Funds;
  - consultants;

- advisors;
- strategic partners; and
- other third parties;
- we are under no obligation to offer to TPGRE Investors any co-investment opportunities;
- we can offer co-investment opportunities selectively to some TPGRE Investors and not offer them to all TPGRE Investors;
- allocations of co-investment opportunities between TPGRE Investors will not correspond to their pro rata interests in the relevant TPGRE Vehicle;
- we are authorized to offer certain TPGRE Investors preferential access to co-investment opportunities on a systematic basis (for example, by granting a TPGRE Investor either the right to co-invest in each investment that meets specific criteria or a certain amount of co-investment opportunities over the life of the TPGRE Vehicle), including in connection with anchor investments, broader strategic relationships or other arrangements where investors agree to invest in a TPGRE Vehicle or Related Fund;
- we have formed and expect to continue to form dedicated, multi-investment co-investment vehicles (including those over which we have investment discretion) to invest alongside the TPGRE Vehicles;
- we are authorized to form vehicles to pursue opportunities on behalf of investors with a particular sector or other strategy focus; and
- non-binding acknowledgements of interest in co-investment opportunities are not Investment Allocation Requirements and do not require us to notify the recipients of such acknowledgements if there is a co-investment opportunity.

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

- certainty of funding—that is, whether the potential co-investor has the financial resources to provide the requisite capital in a timely fashion;
- certainty of execution—that is, the sophistication and experience of the potential co-investor and its ability to promptly respond to and complete a co-investment opportunity, including if any investor has granted TPG investment discretion in respect of its co-investments or has committed to any non-discretionary co-investment vehicles;
- any contractual obligations to provide co-investment opportunities and related rights and/or remedies or whether we have previously expressed a general intention to seek to offer co-investment opportunities to the potential co-investor;



- the size of the potential co-investor's actual or proposed commitment to TPGRE Vehicles and/or Related Funds (including concurrently with the applicable co-investment) and the anticipated importance of the potential co-investor to future TPG fundraising campaigns, including whether such person has demonstrated a long-term and/or continuing commitment to the success of TPG and/or its funds;
- the ability of the potential co-investor to invest in potential follow-on investments in respect of the co-investment opportunity;
- any economic arrangements with the potential co-investor, including the payment of any fee, carried interest and/or other compensation to TPG;
- the likelihood that the potential co-investor would require governance rights that would complicate or jeopardize the transaction (or, alternatively, whether the potential co-investor would be willing to assume a more passive role in such co-investment opportunity);
- the tax profile of the potential co-investor and the tax characteristics of the co-investment opportunity;
- whether the potential co-investor has any existing position in the co-investment opportunity;
- the ability of the potential co-investor to make a meaningful contribution to the transaction, such as in sourcing or completing the transaction or providing operational skills or insight; and
- the overall strategic benefit to the transaction, the TPGRE Vehicle or TPG of offering a co-investment opportunity to the potential co-investor.

Other criteria that will from time to time be relevant include but are not limited to:

- the expertise of the potential co-investor with respect to the geographic location, business activities, asset class or industry of the prospective portfolio investment;
- the investment objectives and existing portfolio of the potential co-investor;
- the tax, legal or regulatory constraints to which the proposed investment is expected to give rise;
- any foreign direct investment considerations (including CFIUS);
- the reporting, public relations, competitive, confidentiality or other issues that arise as a result of the co-investment;
- contractual requirements related to allocation of co-investment opportunities; and
- any other facts or circumstances that we deem appropriate or relevant.

We expect that these factors will lead us to favor some potential co-investors over others with respect to the frequency with which we offer them co-investment opportunities. We also expect to allocate certain co-investors a greater proportion of an investment opportunity than others as a result of these factors.

We may offer our employees and other affiliated personnel the opportunity to co-invest in a portfolio investment in a percentage of certain TPGRE Vehicles as stated in the Governing Documents for such TPGRE Vehicle. Additionally, such co-investment may be undertaken on a programmatic basis (i.e., across portfolio investments in certain sectors or regions). Amounts Senior Advisory Professionals co-invest would not count against the cap. While we believe this co-investment arrangement helps align the interests of TPG employees and other affiliated personnel with those of investors, this arrangement also gives rise to conflicts of interest. For example, a TPG employee would have an incentive to focus on creating value in the portfolio investments in which such TPG employee made co-investments, even if it would be in a TPGRE Vehicle's interest for the TPG employee to prioritize other portfolio investments that would be more significant drivers of overall TPGRE Vehicle returns.

Moreover, we may enter into agreements with certain Senior Advisory Professionals and other consultants, advisors, strategic partners and other third parties that require us to preferentially offer them (or the funds they manage) on a systematic basis co-investment opportunities. The exercise of these co-investment rights will limit the size of investment opportunities available to the TPGRE Vehicles and the amount of co-investment opportunities available to other potential co-investors. We would also expect the future formation by us of other TPGRE Vehicles and Related Funds (including industry-, geography-, or strategy-focused side cars) to reduce the amount of co-investment opportunities available to investors.

Our exercise of discretion in allocating investment opportunities among potential co-investors and in the manner discussed above often will not result in proportional allocations among such co-investors, and such allocations will likely be more or less advantageous to some relative to others. We expect that our allocation factors will lead us to favor some potential co-investors over others with respect to the frequency with which we offer them co-investment opportunities. We also expect to allocate certain co-investors a greater proportion of an investment opportunity than others as a result of these factors. In addition, co-investments will not necessarily be made on the same terms as a Fund's investment in the portfolio investment. For example, co-investors generally pay no management fees or carried interest in connection with the co-investment, or pay them at a lower rate than the investors in the Fund or Funds with which they are co-investing. The portfolio fees received by us in respect of a co-investor's allocable portion of an investment will not typically offset the management fee payable by a TPGRE Vehicle's investors. Co-investors may also acquire their interest in a portfolio investment at the same time as the TPGRE Vehicles or us, as applicable or purchase their interest from the applicable TPGRE Vehicles after such TPGRE Vehicles have consummated the investment in the portfolio investment (also known as a post-closing sell down or transfer). Co-investors, which may include a TPG controlled Co-Investment Vehicle (including TPG controlled Co-Investment Vehicles over which we exercise discretion), may also, without the consent of an advisory committee or investors, acquire an interest in a portfolio investment without having participated in the initial investment in such portfolio investment. In any case, potential co-investors typically do not bear the same costs or expenses as those borne by the TPGRE Vehicle, such as any transaction costs of investments that are not

consummated, profits interests or advisor fees, and are not subject generally to the same risks to which a Fund is throughout the investment process. For example, while co-investors will benefit from the involvement of advisors in transactions related to a portfolio investment, a Fund may bear the full cost of any profits interest or advisor fees paid as compensation to such advisor. When co-investors purchase their interest from the TPGRE Vehicle or us, as applicable, after the TPGRE Vehicle has consummated the investment, we determine the price paid by co-investors in our discretion and the TPGRE Vehicle oftentimes will not be entitled to interest on such amounts or the reimbursement of any carrying costs, such as interest expenses on a credit facility borrowing. The price generally will not reflect the full cost incurred by the TPGRE Vehicle or us, as applicable, in connection with the investment, any interest charge or other carrying costs on the co-investment amount, the cost of establishing the credit facility utilized to acquire the portfolio investment (if applicable) or the risk borne by the TPGRE Vehicle in connection with purchasing and warehousing the investment. Any such co-investors, although they benefit from a TPGRE Vehicle's subscription credit facility, will also not bear any portion of the costs of maintaining the TPGRE Vehicle's subscription credit facility, which, along with the costs of establishing the facility, will be borne entirely by the TPGRE Vehicle. Additionally, conflicts of interest also have the potential to arise to the extent that a subscription credit facility is used to make an investment that is later sold in part to co-investors, as 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 TPGRE Vehicle nor investors generally will be compensated for providing the relevant guarantee(s) or being subject to the related costs, expenses and/or liabilities. In addition, any capital contributed to a TPGRE Vehicle by an investor that is used to purchase and warehouse a portion of an investment and that is returned to the investor following the acquisition of such portion of the investment by co-investors will increase such investor's unused capital commitment and will not be taken into account for purposes of calculating the preferred return.

In the event we are not successful in finding co-investors for a particular opportunity, the relevant TPGRE Vehicle will consequently have greater exposure to the related investment opportunity than was intended, which could make the TPGRE Vehicle more susceptible to fluctuations in value resulting from adverse economic or business conditions. Co-investors, including limited partners, Senior Advisory Professionals and affiliated personnel, are sometimes given the option to participate in follow-on investments with respect to a particular investment but are generally not obligated to participate. When co-investors elect not to participate in a follow-on investment, it would likely have the effect of increasing a TPGRE Vehicle's or our sharing percentage of such follow-on opportunity and reduce alignment between the co-investor, on one hand, and us, the TPGRE Vehicle and/or its investors, on the other hand. In addition, to the extent that we engage in a secondary liquidity transaction in connection with an investment, co-investors may not necessarily receive the same liquidity options as investors in a TPGRE Vehicle and may therefore be compelled to receive cash or continue to hold an interest in the investment, depending on the particular facts of the transaction.

The amount of portfolio fees generated as a result of co-investments in connection with any portfolio investment will often not reduce the management fees paid by the TPGRE Vehicles and will therefore be retained by us. The allocation of co-investment opportunities will, in many or all cases, also involve a benefit to us in addition to the receipt of such portfolio fees including the receipt of advisory fees or allocation of carried interest from the co-investor. As a result of the

foregoing, we could be incentivized to allocate a greater portion of an investment to a co-investor than it would have otherwise allocated absent such an arrangement or economic terms.

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

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

### *Allocation of Fees and Expenses for Broken Deals*

We employ the same procedures and principles as described above under “*Allocation of Investment Opportunities*” when allocating fees and expenses incurred in connection with “broken deals,” or potential investments or co-investments that we actively consider but do not consummate. That is, we generally make fee and expense allocation decisions while a transaction is pending based on our best judgment of the TPGRE Vehicle or Vehicles and/or Related Fund or Funds to which we will ultimately allocate the transaction. This judgment is necessarily subjective, especially when a transaction is terminated at an early stage. When we abandon an opportunity, absent a factual development to the contrary, we will allocate the fees and expenses for such transaction to such Fund or Funds and/or Related Fund or Funds. An investor bears its pro rata share of fees and expenses for transactions that are terminated, including those terminated before the investor’s admission into a TPGRE Vehicle. The allocations of fees and expenses among Funds may not be proportional. For example, to the extent one or more Related Funds were involved in a broken deal with one or more TPGRE Vehicles, the fact that the Related Funds at times have different expense reimbursement terms, including with respect to management fee and similar offsets, could result in the TPGRE Vehicles bearing different levels of expenses with respect to the same investment.

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

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

### *Allocation of Other Fees and Expenses*

From time to time, we determine whether to allocate certain other fees and expenses among TPGRE Vehicles, Related Funds and TPG. In exercising our discretion to allocate such fees and expenses, we face a variety of potential conflicts of interest. We will generally allocate fees and expenses to be split between us and the TPGRE Vehicles and/or portfolio investments (including fees and expenses incurred in the offering of the TPGRE Vehicle, management of the TPGRE Vehicle, and investment opportunities), in each case in accordance with the TPGRE Vehicle's Governing Documents. To the extent not addressed in the Governing Documents, we generally will allocate such fees and expenses in our sole discretion, in each case in good faith using our best judgment. Because certain expenses are paid for by a TPGRE Vehicle and/or its portfolio investments or, if incurred by us, are reimbursed by a TPGRE Vehicle and/or its portfolio investments, we will not necessarily seek out the lowest cost options when incurring (or causing a TPGRE Vehicle or its portfolio investments to incur) such expenses.

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

A TPGRE Vehicle may sell down an interest in its portfolio investments to co-investors. Subject to the applicable Governing Documents, we may charge (or may decide not to charge) a co-investor (such as a TPGRE Investor or third party) interest costs for the time period between the closing of the applicable TPGRE Vehicle's investment in a portfolio investment to the date of the transfer of interests in such portfolio investment to the applicable co-investor.

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

### *Allocation of Secondary Transfer Opportunities*

To the extent we have discretion over a secondary transfer of interests in a TPGRE Vehicle pursuant to such TPGRE Vehicle's Governing Documents, or if we are asked to identify TPGRE Investors or third parties that could potentially acquire an interest being transferred, we will consider the factors listed above under "*Allocation of Co-Investment Opportunities*" in exercising such discretion or making such identification.

### *Conflicts Related to Transactions with Other TPGRE Vehicles or Related Funds*

In certain rare instances, we may cause a TPGRE Vehicle to purchase investments from another TPGRE Vehicle or a Related Fund, or we may cause a TPGRE Vehicle to sell investments to another TPGRE Vehicle or a Related Fund. In connection with such transactions, we, the Related Advisers and/or our professionals may

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

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

### *Conflicts Related to Investing Alongside Other TPGRE Vehicles or Related Funds*

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

terms. In addition, the foregoing transactions would be expected to have an effect (either positive or negative) on the market value of a TPGRE Vehicle's portfolio investments.

In many cases, a TPGRE Vehicle will co-invest in lockstep with another TPGRE Vehicle and/or Related Fund, with both funds making and exiting the shared investment at the same time and on substantially the same terms. In some situations, however, a TPGRE Vehicle and other TPGRE Vehicles and/or Related Funds will have different entry and/or exit timing in the same investment, acquire the same or a different security or extend credit on different terms or acquire, originate or otherwise make investments in different parts of a company's capital structure (as further described in *"Investing in Different Levels of the Capital Structure"* below). In these scenarios, a TPGRE Vehicle and the other relevant TPGRE Vehicles and/or Related Funds will not be required to, and may not, exit their respective investments at the same time, for the same effective price and/or on the same or substantially the same terms, taking into consideration, among other things, the respective terms, commitment periods, structures, investment strategies and return profiles of each TPGRE Vehicle and/or Related Fund, as well as any applicable tax, regulatory or legal restrictions or considerations. In all of these cases, the other TPGRE Vehicle's and/or Related Fund's view of the investment and its interests may diverge from those of a TPGRE Vehicle. This could cause a TPGRE Vehicle to dispose of, increase its exposure to or continue to hold the investment at a time when the other TPGRE Vehicle and/or Related Fund has taken a different approach, including a Related Fund participating in the extension of additional credit to such portfolio investment. As a result, the actions of the other TPGRE Vehicle and/or Related Fund could affect the value of a TPGRE Vehicle's investment. For instance, a sale by the other TPGRE Vehicle and/or Related Fund of its investment "below par" could put downward pressure on the value of a TPGRE Vehicle's interest, which the TPGRE Vehicle has opted to hold longer term. The other TPGRE Vehicle and/or Related Fund is under no obligation to act in a way that furthers or protects the interests of the TPGRE Vehicle.

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



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

In certain circumstances, a TPGRE Vehicle may be invited to co-invest in transactions being managed or led by one or more other TPGRE Vehicles and/or Related Funds and one or more other TPGRE Vehicles and/or Related Funds may be invited to co-invest with a TPGRE Vehicle. In determining whether to engage in such side-by-side investing and upon what terms, we will follow the procedures set forth in the applicable Governing Documents and will act in accordance with our then-current allocation policy. In such circumstances, the investment by a TPGRE Vehicle and other TPGRE Vehicles and/or Related Funds likely will not be proportional. Therefore, such participation by a TPGRE Vehicle may be more or less advantageous to the TPGRE Vehicle relative to other TPGRE Vehicles and/or Related Funds. In addition, such side-by-side investing is expected to give rise to potential conflicts of interest, including allocations of investment interests, governance rights and the sharing of fees and expenses. The appropriate allocation among a TPGRE Vehicle and other TPGRE Vehicles and/or Related Funds of fees, costs and expenses generated in the course of evaluating and making side-by-side investments that are not consummated (including out-of-pocket fees associated with due diligence, attorney fees, and the fees of other professionals) will be determined by us in our sole discretion in accordance with our then-current expense allocation processes.

Generally, we expect to allocate any TPGRE Vehicle expenses or unconsummated transaction expenses in connection with an investment that is pursued by a TPGRE Vehicle and one or more other TPGRE Vehicles and/or Related Funds pro rata in accordance with their respective investments or proposed investments, unless we determine that a different allocation is fair and equitable under the circumstances. In addition, in the event a TPGRE Vehicle and/or Related Fund is unable to fund its share of additional capital (e.g., in the event such TPGRE Vehicle and/or Related Fund does not have sufficient available capital), a TPGRE Vehicle may be obligated to fund more than its share of such amount. In such event, the TPGRE Vehicle will gain greater exposure to such investment than may have been intended and the returns of the TPGRE Vehicle may be negatively impacted as a result of the foregoing. We will, in certain circumstances, have an opportunity to acquire a portfolio of loans, debt securities and other instruments that we determine should be divided and allocated among a TPGRE Vehicle or other TPGRE Vehicles and/or Related Funds. In this situation, the combined purchase price paid to the seller(s) would be allocated among the multiple loans, securities and other instruments being acquired and therefore

among the TPGRE Vehicles and/or Related Funds acquiring any of the loans, securities and other instruments, although we could, in certain circumstances, allocate value to the TPGRE Vehicles and/or Related Funds on a different basis than the contractual purchase price (including based on the underlying values of the loans, securities and other instruments in such portfolio(s)). Regardless of the methodology for allocating value, we will have conflicting duties to the TPGRE Vehicles and/or Related Funds when loans, securities and other instruments are bought together in a portfolio, including as a result of different financial incentives we have with respect to the TPGRE Vehicles and/or Related Funds, most clearly when the fees and compensation, including performance-based compensation, earned from the TPGRE Vehicles and/or Related Funds differ. There can be no assurance that a portfolio investment of a TPGRE Vehicle will not be valued or allocated a purchase price that is higher or lower than it might otherwise have been valued or allocated if such portfolio investment were acquired or sold independently rather than as a component of a portfolio shared with other TPGRE Vehicles and/or Related Funds.

Other TPGRE Vehicles and/or Related Funds may also make investments in portfolio investments or issuers in which a TPGRE Vehicle invests by exercising certain rights that were negotiated by the TPGRE Vehicle (or another TPGRE Vehicle and/or Related Fund). For example, another TPGRE Vehicle and/or Related Fund could exercise pre-emptive rights, options, warrants and other contractual rights obtained and negotiated for by a TPGRE Vehicle (or another TPGRE Vehicle and/or Related Fund) in connection with a previous investment in the applicable portfolio investment or issuer and vice versa. Such investments may create conflicts of interest, including where other TPGRE Vehicles and/or Related Funds have the opportunity to benefit from rights and options that were negotiated by a TPGRE Vehicle, in some cases in exchange for no consideration. Similar conflicts will arise if we, or our affiliates, invests alongside a TPGRE Vehicle in a portfolio investment. In addition, a portfolio investment of a TPGRE Vehicle could over time develop characteristics that result in the portfolio investment constituting an attractive investment opportunity for another TPGRE Vehicle and/or Related Fund and vice versa. For example, a portfolio investment of a TPGRE Vehicle could evolve into an asset with a lower risk and return profile and longer expected holding period targeted by another TPGRE Vehicle and/or Related Fund. In such cases, we could seek to effect a purchase or sale of an investment between a TPGRE Vehicle and one or more other TPGRE Vehicles and/or Related Funds, subject in each case to applicable procedures. In addition, investments by a TPGRE Vehicle alongside other TPGRE Vehicles and/or Related Funds may result in the incurrence of additional investment expense and delays as a result of the greater structural complexity faced by us and our Related Advisers in seeking to address the needs of multiple funds and/or accounts, which may have investment objectives and/or sensitivities that conflict or are otherwise at odds with one another.

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

### *Conflicts Related to Investing in Different Levels of the Capital Structure*

TPGRE Vehicles and Related Funds invest in a broad range of asset classes throughout the corporate capital structure, including loans and debt securities, preferred equity securities and common equity securities. Certain Related Funds also engage in short selling. Accordingly, from time to time a TPGRE Vehicle holds an interest in one part of a portfolio investment's capital structure while another TPGRE Vehicle and/or Related Fund holds an interest in another; similarly, a TPGRE Vehicle may hold a "long" position in a portfolio investment in which another Related Fund is "short," or vice versa. When different TPGRE Vehicles and/or Related Funds make investments in the same portfolio investment but in different parts of its capital structure or in different types of investments, we will have conflicting responsibilities with respect to each participating TPGRE Vehicle and/or Related Fund. Specifically, these transactions raise a number of conflicts of interest, including where the investment of one TPGRE Vehicle supports the value of or is used to repay or redeem, in whole or in part, one or more investments owned by another TPGRE Vehicle and/or Related Fund. These conflicts are heightened to the extent the relevant securities are illiquid or do not have a readily ascertainable value, and there generally can be no assurance that the price at which such transactions are entered into represent what would ultimately be the underlying investment's fair value. For the avoidance of doubt, in any circumstance in which a TPGRE Vehicle and/or Related Fund (or portfolio investment thereof) hold interests in different parts of the capital structure of a portfolio investment, such funds (and their portfolio investments) are under no obligation to take any action or refrain from taking any action to prevent or mitigate any losses of the other, and decisions taken by another TPGRE Vehicle and/or Related Fund to further its interests may be adverse to the interests of a TPGRE Vehicle. As described below in *Conflicts Related to Strategic Transactions*, Angelo Gordon was acquired in 2023 by TPG, which makes it increasingly likely (and expected) that a TPGRE Vehicle will invest in the equity (or a different tranche of debt) securities of a portfolio investment while another TPGRE Vehicle and/or Related Fund is invested in such portfolio investment's debt securities. In navigating any conflicts of interest, we will act in accordance with our policies on conflicts (which may include review and resolution by a conflicts committee).

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

that, if exercised, could adversely impact a TPGRE Vehicle's investment in the portfolio investment.

It is possible that in a bankruptcy or foreclosure proceeding, a TPGRE Vehicle's interest will be subordinated to the interest of another TPGRE Vehicle and/or Related Fund with a more senior interest or otherwise adversely affected by virtue of another TPGRE Vehicle's and/or Related Fund's involvement in such transaction (for example, if such TPGRE Vehicle and/or Related Fund aggressively pursues the company's assets to fully satisfy such company's indebtedness to such other TPGRE Vehicle and/or Related Fund, in which case, as a fiduciary, we could have an obligation to pursue such remedy on behalf of such other TPGRE Vehicle and/or Related Fund), particularly when such other TPGRE Vehicle and/or Related Fund represents the controlling class or is appointed as a special servicer or collateral manager and, as such, is required to make decisions for all investors, including a TPGRE Vehicle. On the other hand, in the event a TPGRE Vehicle's portfolio investment is senior to the securities or other instruments held by another TPGRE Vehicle and/or Related Fund in the capital structure of the investment (such as, for example, if a TPGRE Vehicle were to invest in the debt of a company in which a TPGRE Vehicle and/or Related Fund holds equity or junior debt), in a distress or workout scenario, including a bankruptcy, insolvency or similar proceeding, the TPGRE Vehicle could recover on its investment while the other TPGRE Vehicle and/or Related Fund holding equity or junior debt might not. If there is a possibility that the other TPGRE Vehicle and/or Related Fund holding more junior debt or equity positions could lose its respective investment as a result of such difficulties, the ability or willingness of us to recommend actions in the best interests of the TPGRE Vehicle might be influenced by our or a Related Adviser's duties to such other TPGRE Vehicle and/or Related Fund. Further, if additional capital is necessary as a result of financial or other difficulties, or to finance growth or other opportunities, a TPGRE Vehicle and/or Related Fund may or may not provide such additional capital and, if provided, each investment vehicle generally will supply such additional capital in such amounts, if any, as determined by us and/or our Related Advisers in our sole discretion.

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

Fund (i.e., how close to the end of the vehicle's life it may be) also could impact decision-making regarding potential sales processes, including what valuation to target and whether an exit should be pursued.

When TPGRE Vehicles and/or Related Funds hold investments in different levels of the capital structure, and conflicts of interest arise between the holders of different types of investments as to what actions the relevant portfolio investment should take, our ability to take actions in the best interests of a TPGRE Vehicle might be impaired. The existence of such investments by other TPGRE Vehicles and/or Related Funds may also create an incentive for us to concentrate in certain portfolio investments more than it would have in the absence of such investments by other TPGRE Vehicles and/or Related Funds. In such circumstances, we and/or our Related Advisers are permitted to (but not obligated to), to the fullest extent permitted by applicable law, take steps to reduce the potential for adversity between a TPGRE Vehicle and other TPGRE Vehicles and/or Related Funds, notwithstanding the fact that the investment(s) of the TPGRE Vehicle may be subject to creditor claims regarding subordination of interests, including by causing the TPGRE Vehicle to take certain actions that, in the absence of such conflict, it would not take, such as (a) remaining passive in certain contexts, such as without limitation, a restructuring, foreclosure, refinancing or similar situation (including electing not to vote or voting pro rata with other security holders), (b) investing in the same or similar classes of securities as the other TPGRE Vehicles and/or Related Funds in order to align their interests, (c) divesting portfolio investments, (d) establishing ethical screens or temporary information barriers to separate our and our Related Adviser's investment professionals, (e) maintaining a non-controlling interest in such portfolio investments, (f) forbearing rights, including certain non-economic rights, relating to the TPGRE Vehicles and/or Related Funds, such as where we or our Related Advisers may cause a TPGRE Vehicle and/or Related Fund to decline to exercise certain control- and/or foreclosure-related rights with respect to a portfolio investment (including following the vote of other third-party lenders generally or otherwise recusing itself with respect to decisions), including with respect to defaults, foreclosures, workouts, restructurings and/or exit opportunities, subject to certain limitations or (g) otherwise taking an action designed to reduce adversity between a TPGRE Vehicle and/or Related Fund. Any such step could have the effect of benefitting another TPGRE Vehicle and/or Related Fund (or us) and therefore may not have been in the best interests of, and may have been adverse to, a TPGRE Vehicle (or another TPGRE Vehicle and/or Related Fund) and there can be no assurance that any of these measures will be feasible or effective in any particular situation. Ultimately, it is possible that the outcome for a TPGRE Vehicle will be less favorable than might otherwise have been the case if we and our Related Advisers did not owe duties to other TPGRE Vehicles and/or Related Funds. Such conflicts will be more difficult if a TPGRE Vehicle and/or another TPGRE Vehicle and/or Related Fund hold significant or controlling interests in competing or different tranches of a portfolio investment's capital structure.

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

#### *Conflicts Related to where TPGRE Vehicles or Related Funds Hold Related Investments*

Other TPGRE Vehicles and/or Related Funds hold a number of existing real estate and real estate-related investments and will in the future make further such investments. A TPGRE Vehicle is permitted to make investments in those same companies or assets or in related companies or assets. For example, other TPGRE Vehicles and Related Funds have made (or have considered making) investments in, and are expected to continue to invest in (or consider investing in), various tranches of commercial real estate debt securities such as CMBS and commercial real estate CLO debt securities, including subordinated classes of CLOs and other similar structured finance investments secured by a pool of mortgages or loans (collectively, “SFIs”). Certain TPGRE Vehicles are permitted to invest in the same or different tranches of those same CMBS securitizations and other SFIs, purchase loans that are part of the pool of loans relating to a CMBS securitization or other SFI in which another TPGRE Vehicle and/or Related Fund holds an investment or engage in transactions relating to the real estate assets that secure the pooled loans or with the assets or entities that are the borrowers under those loans.

In the foregoing circumstances, we could have conflicts between our duties to a TPGRE Vehicle and such other TPGRE Vehicle or Related Fund. For example, we could have an incentive to cause a TPGRE Vehicle to pay a higher purchase price (whether in an auction, the exercise of a fair value purchase option or otherwise) for a loan or related property that is collateral for a CMBS security or other SFI held by another TPGRE Vehicle or Related Fund. If a TPGRE Vehicle controls or acts as the operating advisor to a special servicer with respect to a loan in a CMBS securitization in which another TPGRE Vehicle or Related Fund holds CMBS or other SFI in a different tranche of the securitization, we similarly could have conflicting loyalties in directing the actions of the special servicer with respect to the loan if the interests of the TPGRE Vehicle and the other TPGRE Vehicle or Related Fund diverge. Likewise, if another TPGRE Vehicle and/or Related Fund controls or acts as the operating advisor to a special servicer with respect to a loan in a CMBS securitization or other SFI in which a different TPGRE Vehicle holds CMBS or another SFI in a different tranche of the securitization, the other TPGRE Vehicle and/or Related Fund may direct the special servicer or collateral manager to take certain actions with respect to the loan that may not be in the best interests of the other TPGRE Vehicle.

#### *Conflicts Related to Asset Pooling*

Certain TPGRE Vehicles may pool certain or all of its portfolio investments with one or more other TPGRE Vehicles and/or Related Funds (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 us or any of our affiliates (including other Global Vehicles or Related Funds) and securities or other interests in the Asset Pool will be owned by the TPGRE Vehicles and other Related Funds. The consummation of any such transaction will generally not require the approval of a TPGRE Vehicle’s advisory committee or investors and will involve the exercise of our discretion with respect to a number of material matters, which is expected to give rise to actual or potential conflicts. For example, in connection with such transactions, we 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 Governing Documents, to determine the proportionate interest of the TPGRE Vehicle and the other Related Funds in the Asset Pool (or particular classes or tranches of securities or other interests in the Asset Pool), which will require us 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 those investors and other investors that participated in such contributed assets, each of which may have a material impact on investors' returns in respect of such portfolio investments or the TPGRE Vehicle more generally. In making these determinations, we reserve the right, but are not required to, engage or seek the advice of a third-party independent expert. However, even if such advice was sought, valuing such assets and interests and, therefore, the value of a TPGRE Vehicle's interest in, or proceeds received from, any Asset Pool, will be subjective. A TPGRE Vehicle will generally be exposed to the performance of all assets in an Asset Pool and those investments contributed to the Asset Pool by the other TPGRE Vehicles and/or Related Funds may not perform as well as those portfolio investments contributed by a TPGRE Vehicle. Accordingly, the returns of a TPGRE Vehicle in respect of portfolio 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, a TPGRE Vehicle or investors for purposes of the Governing Documents (including, for example, that such proceeds would not reduce or increase, as the case may be, the remaining unfunded capital commitments of investors, will not be subject to the investment limitations applicable to a TPGRE Vehicle's actual or prospective portfolio investments, will not be subject to a TPGRE Vehicle's waterfall, will not be subject to any preferred return and will not be subject to any requirements under the Governing 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 a TPGRE Vehicle or investors.

#### *Conflicts Related to Related Securitizations and Other Activities*

Certain TPGRE Vehicles may invest in securitizations or asset-backed securities, including (a) CLOs for which we or our affiliate (including another TPGRE Vehicle and/or Related Fund) serves as collateral manager (a "TPG CLO"), (b) securitizations originated or sponsored by other TPGRE Vehicles and/or Related Funds and (c) any other securitizations in which we or another TPGRE Vehicle and/or Related Fund may be involved or hold interests (including any refinancings thereof and purchases on the secondary market) (collectively, "Related Securitizations"). The TPGRE Vehicles are permitted to invest in securitizations alongside other TPGRE Vehicles and/or Related Funds and on different terms than other TPGRE Vehicles and/or Related Funds and other TPGRE Vehicles and/or Related Funds may be sponsoring such securitizations and retaining an interest in the equity and/or debt tranches thereof or participating separately as purchasers in such securitizations. As such, a TPGRE Vehicle is permitted to invest in the same or different tranches of the same securitizations as other TPGRE Vehicle and/or Related Funds or otherwise at different levels of the capital structure and a TPGRE Vehicle or any other TPGRE Vehicle and/or Related Fund may own a substantial portion of any tranche in which it participates. In such circumstances, the TPGRE Vehicle and other TPGRE Vehicle and/or Related Fund are expected to have potentially conflicting interests and may potentially be adverse to each other. An investment by a TPGRE Vehicle may be a minority investment and/or may be in a non-controlling tranche of interests. Another TPGRE Vehicle and/or Related Fund may control the tranche in which the TPGRE Vehicle invests or may hold interests in a different tranche that controls decisions for the entire securitization. In such case, decisions made for such other TPGRE Vehicle and/or Related Fund in such other TPGRE Vehicle's and/or Related Fund's best interest may be directly adverse to the TPGRE Vehicle's best interest (including decisions that result in forced redemptions or

refinancings, amendments to securitization terms, rights to direct remedies and other actions or determinations). Accordingly, we reserve the right to take action, give direction or vote on behalf of a TPGRE Vehicle in a manner that is consistent, different or opposite from the action, direction or vote it may take in connection with the investments in the same or different tranches of the same securitization by other TPGRE Vehicles and/or Related Funds.

If, during any period in which any assets of a TPGRE Vehicle are held in a TPG CLO, the TPGRE Vehicle pays or bears any fee payable to us in respect of any such TPG CLO (a “TPG CLO Fee”), then, during such period either (i) such fee will reduce the management fees payable by investors (but not below zero) or (ii) the basis against which such management fees are charged will be deemed to exclude the portion attributable to such TPG CLO, as determined by us in our sole discretion. We will determine in our reasonable discretion whether any tranche(s) of any TPG CLO are held as part of the assets of a TPGRE Vehicle, and therefore whether the TPGRE Vehicle (through such portfolio investment) bears any such TPG CLO Fee.

In addition, while portfolio investments made by a TPGRE Vehicle in TPG CLOs will provide for a reduction in management fees otherwise payable by investors, to the extent investors pay or bear fees payable to us in respect of a special servicer, collateral manager or sponsor role for any TPG CLO, there will not be any offset for any fees or other compensation payable to us or any other TPGRE Vehicles and/or Related Funds associated with securitizations originated or sponsored by other TPGRE Vehicles and/or Related Funds, including any fees or other benefits other TPGRE Vehicles and/or Related Funds may directly or indirectly receive from any affiliates acting as a servicer in such securitizations. Accordingly, we may receive greater total fees, carried interest and other compensation as a result of a TPGRE Vehicle investing in such Related Securitizations than we would receive if a TPGRE Vehicle invested in other investment products not affiliated with us or any other TPGRE Vehicle and/or Related Fund (including, where we do not receive fees or compensation from any such an Related Securitization itself, by receiving greater fees, carry or other compensation from another TPGRE Vehicle and/or Related Fund that has originated or is otherwise involved with such securitization).

The TPGRE Vehicles will generally be excluded from voting to remove and replace TPG entities as collateral manager, servicer or other parties in certain Related Securitizations.

#### *Conflicts Related to Other Investments by TPGRE Vehicles and Related Funds*

Given the breadth of TPG’s portfolio across platforms, we expect a TPGRE Vehicle or a Related Fund from time to time to invest in a competitor or customer of, or service provider or supplier to, a portfolio investment of another TPGRE Vehicle. This would give rise to a variety of conflicts of interest. For example, a Related Fund or its portfolio investment may take actions for commercial reasons that have adverse consequences for the TPGRE Vehicle or its portfolio investment, such as developing properties, pursuing tenants or seeking to increase its market share at the TPGRE Vehicle portfolio investment’s expense (as a competitor), withdrawing business from one of the TPGRE Vehicle’s portfolio investments in favor of a competitor that offers the same product or service at a more competitive price (as a customer), increasing prices in lock-step with other enterprises in the industry (as a supplier) or commencing litigation against one of the TPGRE Vehicle’s portfolio investments (in any capacity) all of which could increase such portfolio investment’s expenses or negatively impact such portfolio investment’s revenues and



income from operations thereby making it more difficult for such portfolio investment to meet its debt service obligations. Another TPGRE Vehicle or a Related Fund may also obtain information while dealing with its portfolio investments that it is prohibited from acting on or disclosing to another TPGRE Vehicle or its portfolio investment as a result of confidentiality requirements or applicable law, even though such action or disclosure would be in the TPGRE Vehicle's interests (e.g., when another TPGRE Vehicle or Related Fund holds an interest in a portfolio investment that goes into bankruptcy or reorganization, becomes insolvent or otherwise experiences financial distress or is unable to meet its payment obligations or comply with covenants relating to securities held by a TPGRE Vehicle). In addition, to the extent not restricted by confidentiality requirements, we generally will apply the experience obtained by managing a TPGRE Vehicle to benefit other TPGRE Vehicles and/or Related Funds. Related Advisers are under no obligation to take into account the other TPGRE Vehicles' interests in advising their portfolio investments or otherwise managing their assets.

*Conflicts Related to Providing Debt Financings in Connection with Acquisitions by Third Parties of Assets Owned by Other TPGRE Vehicles or Related Funds (and vice versa)*

Certain TPGRE Vehicles may provide financing as part of a third-party purchaser's bid or acquisition of (or investment in) a portfolio investment of another TPGRE Vehicle and/or Related Fund (or in connection with acquisitions by one or more other TPGRE Vehicles and/or Related Funds or their affiliates of assets or interests (and/or portfolios) owned by a third-party). A TPGRE Vehicle may provide financing (1) as part of the bid or acquisition by a third party to acquire interests in (or otherwise make an investment in the underlying assets of) a portfolio investment owned by one or more other TPGRE Vehicles and/or Related Funds or their affiliates and/or (2) with respect to one or more portfolio investments in connection with a proposed acquisition or investment by one or more other TPGRE Vehicles and/or Related Funds or their affiliates relating to such portfolio investments. This may include making commitments to provide financing at, prior to or around the time that any such purchaser commits to or makes such investments. A TPGRE Vehicle may also make investments and provide debt financing with respect to portfolio investments in which other TPGRE Vehicles and/or Related Funds and/or their affiliates hold or propose to acquire an interest. While the terms and conditions of any such arrangements will generally be based on market terms, the involvement of a TPGRE Vehicle and/or such other TPGRE Vehicles and/or Related Funds or affiliates may affect the terms of such transactions or arrangements (including credit decisions) which may affect our decisions with respect to the management of a TPGRE Vehicle and/or our management of other TPGRE Vehicles and/or Related Funds and/or the relevant portfolio investments or otherwise give rise to conflicts of interest which may adversely impact a TPGRE Vehicle. For example, such transactions may involve the partial or complete payoff of such loans (with related proceeds being received by the applicable other TPGRE Vehicles and/or Related Funds) and/or otherwise result in restructurings of terms and pricing relating to such existing loans with the borrowers thereof in respect of which such other TPGRE Vehicles and/or Related Funds may receive refinancing proceeds and/or a retained interest in such loans in accordance with such restructuring arrangements.

*Conflicts Related to Loan Refinancings*

We may from time to time seek to participate in investments relating to the refinancing of loans held by other TPGRE Vehicles or Related Funds. While it is expected that our participation in

connection with such refinancing transactions will be at arms' length and on market terms, such transactions may give rise to potential or actual conflicts of interest.

*Conflicts Arising from Other Investment Activities of the TPGRE Vehicles and Related Funds – Possession of Material Non-Public Information*

From time to time, we and our personnel are expected to come into possession of material non-public information (“MNPI”) concerning specific companies, including as a result of certain of our personnel serving on the boards of directors or in other similar capacities of our portfolio investments (see “*Conflicts Arising from Service by Our Professionals on Portfolio Investment Boards of Directors*” below), through other officer or director positions of our personnel, and as a result of information TPGRE Vehicles and/or Related Funds receive in their capacities as investors in portfolio investments. As a consequence of our inability to use MNPI for investment purposes under applicable securities laws and/or our internal policies and procedures, such positions and/or portfolio investments, as applicable, could impair the ability of a TPGRE Vehicle to sell a portfolio investment in the event a director, by virtue of his or her role, or another TPGRE Vehicle and/or Related Fund, by virtue of its capacity as an investor in a portfolio investment, receives MNPI, which would have an adverse effect on the TPGRE Vehicle. For example, a TPGRE Vehicle may be restricted from buying or selling an investment which, if MNPI had not been known, otherwise may have been undertaken. We anticipate that in certain (but not all) situations we will be offered an option to elect not to receive MNPI and, to minimize the impact of restrictions the receipt of such information would impose on us, we anticipate that we will elect not to receive MNPI when such an option is available to us. However, due to these restrictions, there can be no assurance that a TPGRE Vehicle will be able to liquidate or exit an opportunity in the same manner or on the same timing as would be the case if such restrictions did not apply. As a result of the foregoing, a TPGRE Vehicle may be adversely affected because of our inability or unwillingness to participate in transactions that may violate such laws or regulations, or by remedies imposed by any regulators or governmental bodies. Any such laws or regulations may make it difficult or may prevent a TPGRE Vehicle from pursuing investment opportunities, require the sale of part or all of certain portfolio investments on a timeline or in a manner deemed undesirable by us or may limit the ability of one or more portfolio investments from conducting their intended business in whole or in part. Consequently, there can be no assurance that a TPGRE Vehicle will be able to participate in all potential investment opportunities that fall within its investment objectives.

*Conflicts Arising from Activities of the TPGRE Vehicles and Related Funds; Information Barriers*

Our funds and investment platforms regularly obtain non-public information regarding target companies and other investment opportunities. Upon the consummation of our acquisition of TPG Angelo Gordon, we established an information barrier between our TPG Angelo Gordon platform, on one side, and our other TPG platforms, on the other side, (as further discussed below in *Conflicts Arising from Other Investment Activities of the TPGRE Vehicles and Related Funds – Walled-Off Businesses*). We do not currently maintain permanent information barriers among the businesses on each side of such information barrier, and, as noted below, such information barrier may be adjusted or fully removed at any time (including by moving one or more strategies from one side of the information barrier to another). Accordingly, we generally consider nonpublic information received by an investment team on one side of an information barrier as being imputed to all other investment professionals on the same side of such information barrier, including all of the

personnel on the same side of such information barrier who make TPGRE Vehicle investments. In the absence of an information barrier (or if an existing information barrier is subsequently changed or removed), if another TPGRE Vehicle and/or Related Fund receives MNPI with respect to a company, other TPGRE Vehicles would face, as a result of securities law prohibitions on trading on the basis of material non-public information, restrictions on their ability to buy or sell securities issued by the company. Moreover, the confidentiality agreements the TPGRE Vehicles and Related Funds enter into often include provisions, such as “standstills,” that could prevent the TPGRE Vehicles from making an investment, including a direct transaction with the company, potentially for extended periods.

In addition, some Related Funds regularly trade securities and debt instruments in the secondary market. In the absence of information barriers, a TPGRE Vehicle’s receipt of non-public information on a particular company would, as a result of securities laws or applicable industry conventions (such as with respect to secondary loan trading), generally restrict the trading activities of these Related Funds with respect to that company. Moreover, the operation of certain Governing Document provisions could impair another TPGRE Vehicle’s or Related Fund’s ability to trade the securities or debt instruments of a company if a TPGRE Vehicle invests in that company. In certain circumstances, we will have an incentive to avoid taking actions that would impede the operation of another TPGRE Vehicle or Related Fund. For example, a TPGRE Vehicle may decline to receive non-public information on a company or otherwise pursue an investment opportunity if doing so would prevent Related Funds from trading securities or debt instruments currently in their portfolio or of interest to them.

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

In certain situations, we may permit an investment professional on one side of an information barrier to participate in certain investment advisory activities involving a business on the other side of the information barrier. To the extent such investment professional acquires MNPI in connection with such activities, the TPGRE Vehicles and Related Funds on both sides of an information barrier may be restricted from making certain investments.

There can be no assurance that our information barrier policies will not otherwise adversely affect the ability of the TPGRE Vehicles to effectively achieve their investment objective by unduly limiting the investment flexibility of the TPGRE Vehicles and/or the flow of otherwise appropriate information between us and other businesses at TPG. Additionally, there could be circumstances in which one or more individuals associated with us will be precluded from providing services to the TPGRE Vehicles or from being involved in specific investment-related activities or decisions because of certain confidential information available to those individuals or to other TPG

individuals or because of other applicable legal or regulatory restrictions that result from their oversight of or involvement in activities of the Related Funds. In such circumstances, the information barrier could require such individuals to recuse themselves from a TPGRE Vehicle's committees or otherwise from participating in or sharing information relevant to investment activities or decisions relating to the TPGRE Vehicle's investments. Alternatively, we and our affiliates could determine that such investment professionals should so recuse themselves to ensure that they can participate in the investment activities and decisions of the Related Funds. The TPGRE Vehicles could be adversely impacted in such circumstances. There can be no assurance that additional restrictions will not be imposed that would further limit our ability to share information internally.

*Conflicts Arising from Other Investment Activities of the TPGRE Vehicles and Related Funds – Walled-Off Businesses*

We are permitted in our discretion to place certain funds, businesses, platforms or other groups of individuals and/or entities behind information barriers in order to limit the free flow of information across any such information barrier. As described above, currently, our TPG Angelo Gordon platform operates as a “walled-off” business from us (and thus, from the TPGRE Vehicles) pursuant to such an information barrier. However, we may in the future evaluate the scope and necessity of such practice and decide to adjust (including by moving one or more strategies from one side of the information barrier to another) or fully remove such information barrier, which could result in funds within the TPG Angelo Gordon platform no longer being “walled off” from the TPGRE Vehicles. For the avoidance of doubt, no approval of an advisory committee or investors will be required in order to adjust or fully remove any information barrier, including the information barrier currently in place between the TPGRE Vehicles and TPG Angelo Gordon.

Given that TPG Angelo Gordon and any other “walled-off” businesses are siloed by an information barrier from the TPGRE Vehicles, they generally will not share information with the TPGRE Vehicles and will have different day-to-day management from the TPGRE Vehicles.

Accordingly, these “walled-off” businesses may not be subject to certain restrictions otherwise applicable to our affiliates under certain TPGRE Vehicles' Governing Documents. For example, these businesses and their dedicated personnel generally are authorized to:

- make investments without regard to the TPGRE Vehicles' investment allocation provisions or the allocation principles described above;
- invest in portfolio investments of the TPGRE Vehicles;
- receive payments from TPGRE Vehicles' portfolio investments without applying those amounts to offset the management fee payable by investors; and
- enter into transactions with TPGRE Vehicles' portfolio investments.

In addition, subject to the Governing Documents of a TPGRE Vehicle, we would not need advisory committee approval to invest in a company in which such business or its personnel already holds an existing material investment.

However, other restrictions relevant to our affiliates will apply to “walled-off” businesses. For example, “walled-off” businesses are typically subject to a TPGRE Vehicle’s successor fund limitation, and we would generally need a TPGRE Vehicle’s advisory committee approval for a TPGRE Vehicle to acquire an investment from or dispose an investment to a “walled-off” business in a transaction that is directly negotiated between a TPGRE Vehicle and any such “walled-off” business. While information barriers are designed to restrict the flow of information between certain businesses, there can be no assurances that such barriers would not be breached, inadvertently or otherwise, including with respect to information regarding investment opportunities, deal pipelines and strategy, which could result in greater restrictions in a TPGRE Vehicle’s or Related Fund’s investment activities, and implicate certain of the risks and conflicts described in “*Conflicts Arising from Other Investment Activities of the TPGRE Vehicles and Related Funds – Possession of Material Non-Public Information.*”

*Conflicts Arising from Other Investment Activities of the TPGRE Vehicles and Related Funds – Certain Bankruptcy Implications*

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

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

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

*Conflicts Relating to the Use of Leverage*

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

## Fund-Level Borrowing

### *Governing Document Parameters for Fund-Level Borrowing*

From time to time, TPGRE Vehicles (including on a joint and several basis with its related investment entities) incur indebtedness for borrowed money to:

- pay TPGRE Vehicle expenses (including management fees),
- make or facilitate new or follow-on investments,
- make payments under guarantee, surety or hedging transactions,
- fund the payment of any withholding or other tax or governmental charge on behalf of or with respect to any investor,
- cover any shortfall in capital contributions resulting from failure to meet a Fund's capital call timeline, excuse or exclusion, and
- make or facilitate timely distributions of proceeds from investments that have been subject to a disposition .

We refer to borrowings by a TPGRE vehicle as “fund-level borrowing.”

### *Certain Risks and Costs of Fund-Level Borrowing*

Fund-level borrowing gives rise to risks and costs. For example, because amounts borrowed under a credit facility will likely be secured by pledges of our right to call capital from a TPGRE Vehicle's investors and, in limited circumstances, may also be secured by other TPGRE Vehicle assets, a lender may foreclose on the pledged collateral, including the investors' capital commitments and, only if applicable, the TPGRE Vehicle's investments, if the Fund fails to repay the amounts borrowed under a credit facility or experiences another event of default. Moreover, any investor claim against the TPGRE Vehicle would likely be subordinate to the TPGRE Vehicle's obligations to the credit facility's creditors.

In addition, fund-level borrowing will result in additional partnership expenses that will be borne by the TPGRE Vehicle's investors. As described below, these expenses include interest on the amounts borrowed, unused commitment fees on the committed but unfunded portion of the credit facility, an upfront fee for establishing a credit facility and other one-time and recurring fees and/or expenses as well as legal fees relating to the establishment, structuring and negotiation of the terms of the credit facility, as well as expenses relating to the maintenance, renegotiating, or terminating the credit facility. Because the credit facility's interest rate is based in part on the creditworthiness of all the TPGRE Vehicle's underlying investors and the terms of the applicable Governing Documents, it may be higher than the interest rate a single investor could obtain individually. To the extent a particular investor's cost of capital is lower than the TPGRE Vehicle's cost of borrowing, fund-level borrowing can negatively impact an investor's overall individual financial returns even if it increases the Fund's reported net returns, as described below.

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

The use of fund-level borrowings will differ based on available credit facility capacity and contractual terms applicable to each TPGRE Vehicle and each such credit facility. Therefore, as the subscription credit facilities utilized by the TPGRE Vehicles may have different terms, while the TPGRE Vehicles may be invested in the same investment, and while the valuation of such investment would be consistently determined pursuant to the relevant Governing Documents, the investment return can, in certain circumstances, differ among the TPGRE Vehicles as a result.

Fund-level borrowing involves a number of additional risks. For example, drawing down on a credit facility allows us to fund investments and pay TPGRE Vehicle expenses without calling capital, potentially for extended periods of time. Calling a large amount of capital at once to repay the then-current amount outstanding under the credit facility could cause liquidity concerns for investors that would not arise had we called smaller amounts of capital incrementally over time as needed by the TPGRE Vehicle. This risk would be heightened for an investor with commitments to other funds that employ similar borrowing strategies or with respect to other leveraged assets in its portfolio; a single market event could trigger simultaneous capital calls, requiring the investor to meet the accumulated, larger capital calls at the same time. We may also utilize fund-level borrowing to pay management fees and to reimburse the general partners for expenses incurred on behalf of the TPGRE Vehicles. We may also utilize fund-level borrowing when we expect to repay the amount outstanding through means other than investor capital, including as a bridge for equity or debt capital at a portfolio investment. If we are ultimately unable to repay the borrowings through those other means, investors would end up with increased exposure to the underlying investment, which could result in greater losses in a declining market.

#### *Our Incentives to Engage in Fund-Level Borrowing*

We have incentives to engage in fund-level borrowing notwithstanding the expense and risks that accompany it. For example, we intend to present certain performance metrics, such as investor net internal rate of return ("IRR") and net multiples-of-money, in the TPGRE Vehicle's periodic reports and marketing materials for other TPGRE Vehicles and Related Funds. These performance metrics measure investors' actual cash outlays to, and returns from, the TPGRE Vehicle and thus depend on the amount and timing of investor capital contributions to the TPGRE Vehicle and TPGRE Vehicle distributions to investors. To the extent the TPGRE Vehicle uses borrowed funds in advance or in lieu of calling capital, investors make correspondingly later or smaller capital contributions. Also, borrowing to make distributions of proceeds from an investment enables investors to receive distributions earlier. As a result, the use of borrowed funds generally results

in the presentation of higher performance metrics than simply calling capital, even after accounting for the attendant interest expense.

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

#### *Impact on Management Fee Calculation*

The management fee payable by investors in certain TPGRE Vehicles depends on the amount of the investors' "actively invested capital contributions." An investor's "actively invested capital contributions" generally includes its share of (i) the unfunded portion of any delayed funding investments and (ii) any outstanding indebtedness, guarantees or other credit support incurred or otherwise provided in respect of investments in lieu of a drawdown of capital commitments. Therefore an investor would generally pay management fees on borrowed amounts used to fund investments that have not yet been realized even though such amounts would not accrue preferred return as described above.

#### Fund Credit Facility

We expect the TPGRE Vehicles to enter into one or more credit facilities (commonly referred to as "subscription lines" or a "subscription facility") as credit parties. For tax, legal, regulatory, administrative or similar reasons, we expect to use special financing subsidiaries of the TPGRE Vehicles to engage directly in borrowing in lieu of, and with full credit support from, the TPGRE Vehicles. In the following discussion, we refer to these facilities collectively as the "credit facility." We will determine the credit facility's administrative agent, lenders and terms (and any amendment, extension, refinancing, replacement or termination of the credit facility) without seeking the consent of investors or the TPGRE Vehicle's advisory committee.

The credit facility will allow revolving borrowings up to a specified principal amount that will be determined based in part on a TPGRE Vehicle's capital commitments and the lenders' assessment of the creditworthiness of each investor. The lenders are likely to provide the TPGRE Vehicle varying levels of credit, or no credit at all, for different investors, but all investors would still participate in the benefits and risks associated with the credit facility's use as described below. Generally, we expect the credit facility to provide for a specified maturity date, but the lender will have the ability to demand early repayment in the event of a default. The TPGRE Vehicle will pay interest on amounts borrowed under the credit facility and will also pay a fee on the undrawn portion of the credit facility. We further expect the TPGRE Vehicles to pay a one-time fee for



establishing a credit facility as well as certain other one-time and recurring fees and/or expenses. To the extent provided in the Governing Documents, any such borrowing may remain outstanding for such time as we deem appropriate, potentially including through disposition of such investment.

Amounts borrowed under the credit facility will likely be secured by pledges of the general partner's right to call capital from, and the right of the TPGRE Vehicles to receive amounts funded by, investors. The Governing Documents specifically permits us to make such pledges. The credit facility could also be secured by other collateral, including a TPGRE Vehicle's investments, and any investor claim against the TPGRE Vehicle would likely be subordinate to the TPGRE Vehicle's obligations to the credit facility's creditors.

Utilizing the credit facility to borrow funds in advance or in lieu of calling capital affords us flexibility to manage cash flows to and from investors and ease investors' burden of responding to multiple capital calls. It also allows the TPGRE Vehicles to act more quickly on investment opportunities, since the period of time to draw capital under a credit facility is typically shorter than the period required for calling capital from investors. However, as discussed above, utilizing borrowed funds involves risks and conflicts of interest.

While Funds tend to be the only TPGRE Vehicles to engage in fund-level borrowing, the following discussion assumes that Co-Investment Vehicles also borrow from time to time.

#### Other Forms of Financing

In addition to fund-level borrowing, we are generally able to utilize leverage at the level of a portfolio investment including the incurrence of debt under a NAV facility, or at the level of one or more borrowing subsidiaries or special purpose vehicles formed to invest in or hold one or more portfolio investments. Borrowings by entities other than a TPGRE Vehicle that are generally not directly, partially or fully recourse to a TPGRE Vehicle in the ordinary course will not constitute indebtedness for the purpose of applying the Governing Documents' limitations on borrowings.

TPGRE Vehicles invest from time to time in portfolio investments whose capital structures have significant leverage. Although we seek to use leverage in a prudent manner, the leveraged capital structure of investments increases the exposure of the portfolio investments to adverse economic factors such as rising interest rates, downturns in the economy or deteriorations in the condition of the portfolio investments or their industries. The incurrence of significant indebtedness could also subject portfolio investments to restrictive covenants, terms and conditions, the violation of which would be viewed by creditors as an event of default and which could require the prepayment of debt using excess cash flow. Any such restrictive covenants, terms and conditions could also limit such portfolio investments' ability to respond to changing industry conditions, make necessary capital expenditures, obtain additional financing, take advantage of growth opportunities or engage in strategic acquisitions.

#### *NAV Facilities*

The TPGRE Vehicles and/or one or more borrowing subsidiaries may enter into NAV Facilities. In connection with such transactions, the general partner may pledge all or certain of a TPGRE Vehicle's or a borrowing subsidiary's investments, including, for the avoidance of doubt, portfolio

investments, including on a cross-collateralized basis, without taking into account the potential for non-pro rata investments by investors as a result of any particular investor's opt-out rights. An investor may also be required to fund amounts to repay borrowings under a NAV Facility incurred in connection with an investment or managing the TPGRE Vehicle's investment portfolio even if such investor did not participate in the relevant investment(s) in connection with which such borrowings were incurred. NAV Facility lenders may foreclose on the TPGRE Vehicle's assets if the TPGRE Vehicle fails to repay the amounts borrowed under a NAV Facility or experiences another event of default, which could have a material adverse effect on the value of an investor's investment in a TPGRE Vehicle.

### *Special Purpose Vehicle Leverage*

A borrowing subsidiary or any other special purpose vehicle we form to hold one or more investments may also engage in borrowing. For example, special purpose vehicles could enter into asset-backed loan arrangements, including a "margin loan" whereby they borrow money from a bank and pledge the interests in one or more portfolio investments (or other assets) as collateral for the loan. The special purpose vehicles could then use the loan proceeds for a variety of purposes, including to make investments (including follow-ons in the portfolio investments subject to the loan arrangement or new and unrelated investments), to pay expenses or to distribute the proceeds to a TPGRE Vehicle for further distribution to investors. Under these arrangements, the special purpose vehicle would typically be subject to a margin call if the value of the underlying assets decreases significantly. In order to meet the margin call, the special purpose vehicle will need additional assets to avoid foreclosure, in which case the TPGRE Vehicle could decide to contribute additional capital to the special purpose vehicle to avoid adverse consequences to the investment(s), including foreclosure on the collateral at a lower valuation. This type of leverage may be incurred by a single special purpose vehicle or by multiple vehicles, and may be collateralized by a single investment or multiple TPGRE Vehicle investments). Similarly, special purpose vehicles that hold one or more investments (including all of a TPGRE Vehicle's investments) may issue preferred equity or other equity- or debt-like instruments to third-parties that have many characteristics of leverage, and use the proceeds thereof for similar purposes. Borrowing pursuant to any such special purpose vehicle financing arrangement, except to the extent such borrowings are directly recourse to the TPGRE Vehicles in the ordinary course, would not constitute indebtedness of a TPGRE Vehicle for purposes of applying the Governing Document's limitations on borrowings. Due to the highly collateralized nature of these arrangements, the negative performance of one asset may materially and adversely impact the performance of other investments or a TPGRE Vehicle as a whole. Investors with no or different interests in certain investments (e.g., due to exercise of excuse rights, for example) would nevertheless be exposed to risks associated with a TPGRE Vehicle's investment in such investments.

### *Certain Risks and Costs of Leverage Below a TPGRE Vehicle*

Even though it presents many of the same risks as fund-level borrowing, except to the extent such indebtedness is recourse to a TPGRE Vehicle, indebtedness of entities other than a TPGRE Vehicle will not be treated as fund-level borrowing for purposes of the Governing Documents, even if the special purpose vehicles or other entities incurring such leverage engage in borrowings that are cross-collateralized with or among multiple investments such that multiple investments and a

substantial portion of a TPGRE Vehicles' value is at risk. As a result, these borrowings will not be subject to any tenor or other limitations on fund-level borrowing and a TPGRE Vehicle may use the proceeds of such loans to make a distribution, even in the absence of a disposition of the assets. Since we have more flexibility to engage in these structures, we are incentivized to incur significant leverage at the level of holding vehicles beneath the TPGRE Vehicles. The negative performance of one asset may materially and adversely impact the performance of other investments or the TPGRE Vehicles as a whole.

### Fund Guarantees

In addition to fund-level borrowing, the TPGRE Vehicles expect to act as guarantor or surety when we consider it necessary, appropriate or incidental to the accomplishment of the purposes of the TPGRE Vehicles. While there is no separate limit on guarantees, the principal amount of a TPGRE Vehicle's guarantee of third-party indebtedness for borrowed money outstanding at any given time are subject to the leverage limit (without double counting), subject to certain exceptions set forth in the Governing Documents. A TPGRE Vehicle guarantee is sometimes beneficial for increasing the availability, type or amount of financing for the borrower or allowing the borrower to negotiate more favorable terms from the lenders. Some examples of how we expect to use TPGRE Vehicle guarantees, or other forms of TPGRE Vehicle surety, with respect to the indebtedness of other entities include:

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

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

While these arrangements present many of the same risks and conflicts associated with fund-level borrowings, these guarantees and the underlying indebtedness do not constitute fund-level borrowing for purposes of the Governing Documents and are not subject to the restrictions on fund-level borrowing described above. If we utilize a TPGRE Vehicle guarantee where we expect to repay the amount outstanding through means other than investor capital, including as a bridge

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

We expect to be able to manage TPGRE Vehicles such that there is sufficient liquidity to meet these obligations if they arise. There is a risk, however, that the TPGRE Vehicles will not have sufficient assets to satisfy its obligations if a TPGRE Vehicle guarantees indebtedness in excess of its unused capital commitments.

For the avoidance of doubt, guarantees provided by entities other than a TPGRE Vehicle (including guarantees provided by special purpose vehicles or subsidiaries that hold one or multiple underlying investments) are not TPGRE Vehicle guarantees and are not subject to the restrictions described above.

#### Other Fund Contractual Obligations

In connection with its investing activities, the TPGRE Vehicles expect to enter into contractual arrangements, including deferred or contingent purchase price payments, staged funding obligations, earn outs, milestone payments or other phased payments or similar arrangements, intercompany loans, equity commitment letters and various other forms of credit support and other contractual undertakings such as indemnification obligations, completion, lease-up, carry, interest rate or similar guarantees, guarantees or indemnification obligations with respect to “non recourse carve outs,” “bad boy acts” or other industry accepted carve outs with respect to indebtedness (including misapplication of funds, bankruptcy and environmental indemnities, in each case that obligate the TPGRE Vehicles to fund amounts to portfolio investments, other subsidiaries, special purpose vehicles or other third parties, or any similar arrangements. These arrangements, as well as various other borrowing and other contingent obligations, do not constitute indebtedness under the applicable Governing Documents and are not subject to the related caps and other restrictions, even though these arrangements pose many of the same risks and conflicts associated with the use of leverage that the caps and other restrictions intend to address.

#### Interpreting the Fund-Level Borrowing and Guarantee Provisions

Leverage arrangements are complex, often involving detailed, multi-party agreements. Moreover, leverage structures available to the TPGRE Vehicles, portfolio investments and related entities will evolve over time, driven by market developments, economic conditions, a TPGRE Vehicle’s portfolio of investments, a TPGRE Vehicle’s life cycle and other factors. During the life of the TPGRE Vehicles, we will need to make a determination whether under the Governing Document each particular leverage structure constitutes fund-level borrowing (i.e., indebtedness that is recourse to a TPGRE Vehicle). We will make this determination in our discretion. For example, “hybrid” financing arrangements may involve subscription-based and asset-based facilities, with or without TPGRE Vehicle credit support. We will determine the treatment of each arrangement under the Governing Documents in good faith based on its specific terms and structure, in consultation with external legal counsel where appropriate. While we seek to apply a generally consistent framework and approach, the facts and circumstances applicable to each situation are unique and will be determinative.

## Cross-Default

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

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

Similarly, to the extent a TPGRE Vehicle and other Related Funds or vehicles including separate accounts, invest in the same or related assets, we reserve the right to structure the investment financing so that the TPGRE Vehicle is jointly and severally liable for the financing with the other TPGRE Vehicles or Related Funds. We expect this to arise, for example, if a TPGRE Vehicle and Related Fund were to participate in the same special purpose vehicle or asset pool and provide a joint and several guarantee for its indebtedness. Joint and several liability could result in the TPGRE Vehicle repaying all, or more than its proportionate share, of the indebtedness, exacerbating some of the risks and conflicts described above. In addition, certain TPGRE Vehicles

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

#### Tax Effects

To the extent the TPGRE Vehicles borrow or are deemed to borrow for U.S. federal income tax purposes, it may hold debt-financed property that may produce “unrelated business taxable income” as defined in Section 512 of the Code (such income, “UBTI”) for a tax-exempt investor. To the extent a TPGRE Vehicle borrows or is deemed to borrow for U.S. federal income tax purposes, it may lead to adverse tax consequences for U.S. tax-exempt investors

#### *Co-Investment Warehousing*

A TPGRE Vehicle may acquire and temporarily set aside, or “warehouse,” a portion of an investment opportunity in order to facilitate a co-investment by one or more co-investors (including affiliated co-investors), and investment restrictions that are otherwise applicable to a TPGRE Vehicle will not apply to any such warehoused investments. If the co-investment of the “warehoused” portion is not ultimately consummated, the TPGRE Vehicle or the participating investors would end up holding a larger portion of the investment than it otherwise expected or desired to hold. The risk of a co-investment not being consummated generally would increase in the event an investment decreases in value during the warehousing period, potentially requiring the TPGRE Vehicle to bear the losses in connection with the investment. We typically determine the cost of the co-investment in our sole discretion, taking into account its cost to the relevant TPGRE Vehicle, the cost of capital and other factors, and may not charge the co-investors an amount that accurately reflects any appreciation in the value of the investment or appropriately compensates the TPGRE Vehicle for the costs and risks incurred during the holding period. Therefore, depending on the change in value of the investment during such interim period, the TPGRE Vehicles may not receive the full benefit of any increase in value. However, to the extent such amounts are not so charged or reimbursed, they generally will be borne by the applicable TPGRE Vehicle.

In addition, we or our affiliates may acquire and temporarily warehouse a portion of an investment opportunity to facilitate a co-investment (which may include one or more investors), and to retain such amounts not ultimately syndicated. In the event that we retain any such amounts not ultimately syndicated, we are permitted to either continue to hold such investment opportunity or to dispose of our interest in such investment opportunity, which disposition may be at a different time from when a TPGRE Vehicle disposes of its interest in such investment opportunity. Conflicts of interest are expected to arise in connection with these affiliate transactions, including with respect to timing, structuring, pricing and other terms. In addition, the equity committed/used in any such underwriting by us and our affiliates may come from our own balance sheet and/or from one or more third parties that enter into arrangements with us with respect thereto, and may come from another TPGRE Vehicle and/or Related Fund. In such circumstances, we will have the

right to earn underwriting and/or syndication fees from the portfolio company, or the purchasers of such equity, and the TPGRE Vehicles and investors will not be entitled to share in or receive the benefit of any such underwriting and/or syndication fees. As a result, we 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 investors, even if the capital used to underwrite such amounts do not come entirely from our own balance sheet as described above, and we 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.

### *Conflicts Relating to Interests in Non-Affiliated Entities*

The Governing Documents' provisions that relate specifically to our affiliates do not apply to companies, funds or other entities that are not, or are no longer, our affiliates for purposes of the Governing Documents, even if the TPGRE Vehicles and/or Related Funds, us and/or our personnel have significant economic interests and/or non-controlling governance rights in such entities or have agreed to a transaction that would cause us and such entities to become affiliated in the future. For example, TPG and certain other TPG platforms and funds, have and expect to continue to make investments in unaffiliated fund managers or other investment vehicles managed by a third party (including private equity funds, hedge funds, real estate funds and other similar investment vehicles), which may include potential competitors of TPG or the TPGRE Vehicles and which entities may from time to time engage in similar investment transactions as the TPGRE Vehicles, including with respect to the purchase and sale of investments. These unaffiliated fund managers or investment vehicles may invest in similar industries and sectors, or in the same portfolio investments (including in different levels of the company's capital structure), as the TPGRE Vehicles and there may be situations in which such unaffiliated fund manager or investment vehicle purchases securities from, or sells securities to, the TPGRE Vehicles. Additionally, TPG and its personnel enter into joint ventures or similar arrangements with unaffiliated fund managers that entitle us or our personnel to material amounts of carried interest, management fees and other economics related to the funds they manage and their other activities. We and/or our personnel also often have minority governance rights in these ventures, such as information rights and veto, change of control and other protections. We expect to assist these fund managers and their sponsored funds with their fundraising and investment activities, including by offering them the opportunity to co-sponsor, or co-invest in, Fund investments, potentially on more favorable terms than we offer others. We expect a TPGRE Vehicle to also transact directly with unaffiliated fund managers and their sponsored funds, including in relation to the purchase or sale of fund assets or interests or making investments in vehicles sponsored by such unaffiliated fund managers. In addition to investing in unaffiliated fund managers, we and/or our personnel expect to acquire economic interests and minority governance rights in other companies and interests, including those that provide services to, and receive compensation from, a TPGRE Vehicle and/or its portfolio investments. Transactions described above, including but not limited to those by a TPGRE Vehicle or its portfolio investments with or alongside non-affiliated entities implicate conflicts of interest and generally would not trigger the advisory committee disclosure, review or consent provisions of the Governing Documents applicable to transactions with affiliates, regardless of whether they are on arms'-length terms. Similarly, any fees or compensation a TPGRE Vehicle or its portfolio investments pay to such unaffiliated entities would not offset the TPGRE Vehicle's advisory fees even if we and/or our personnel have an indirect material economic interest in the entities. In addition, investment opportunities sourced by these ventures

generally would not be subject to a TPGRE Vehicle's investment allocation provisions, which only apply to investments presented to our affiliates, notwithstanding the role our employees play in evaluating and consummating such investments.

On May 1, 2020, TPG and Sixth Street Partners announced a mutual agreement to amend their relationship and formally operate as independent, unaffiliated businesses. While Sixth Street Partners and its clients are no longer our affiliates, including for purposes of the Governing Documents (and its funds are not "Related Funds" for purposes of this brochure), TPG has retained a passive minority economic interest in Sixth Street Partners, and is providing it certain transition services, such as IT and accounting services. The two firms have protocols in place to prevent the sharing of information between each other, and provide training as well as periodic reminders regarding the protocols. As a result, we believe the opportunity for a conflict of interest to arise between TPG and Sixth Street Partners is in many cases eliminated. Nonetheless, these ongoing business arrangements, as well as the close business relationship TPG has built with Sixth Street Partners across an eleven-year partnership, including certain legacy investments that TPG's funds and Sixth Street Partners' funds previously invested in alongside one another, could continue to present at least an appearance of conflicts of interest between Sixth Street Partners and TPG, including of the type we highlight in this section and specifically as described in the preceding paragraph. Additional examples of potential conflicts include the possibility that a Sixth Street Partners fund will from time to time invest in a competitor of a TPGRE Vehicle's portfolio investment or in a different part of the capital structure of a TPGRE Vehicle's portfolio investment, giving rise to some extent to the same conflicts described above under "*Conflicts Related to Other Investments by TPGRE Vehicles and Related Funds*" and "*Conflicts Related to Investing in Different Levels of the Capital Structure*," respectively. Certain additional conflicts we discuss in this Item 11 could also continue to arise to some degree, including, for example, those described under *Item 11 – "Diverse Membership;" "Conflicts Relating to Services Provided by Related Persons;" "Platform Companies;" "Conflicts Arising from Interactions with Portfolio Investments;" "Conflicts Related to Transactions with Other TPGRE Vehicles or Related Funds;" "Conflicts Related to Investing Alongside Other TPGRE Vehicles or Related Funds;" "Conflicts Arising from Business with Certain Investors;" "Conflicts Related to Legal Counsel and Other Service Providers Engaged by TPGRE Vehicles and Related Funds;" "Allocation of Co-Investment Opportunities;" "Conflicts Arising from Other Investment Activities of the TPGRE Vehicles and Related Funds – Certain Bankruptcy Implications;" "Conflicts Relating to Rates of Third-Party Advisors and Other Service Providers"*.

#### *Conflicts Relating to Activities and Compensation of TPG Operations/Business Building Professionals*

We engage operations and business building professionals to assist our investment team in creating value in our portfolio. Some of these professionals are TPG employees and others are consultants.



The activities and compensation of these individuals vary depending on whether they are Operations Group professionals, Field Operations professionals or Senior Advisory Professionals:

- The TPG Operations Team (sometimes referred to as the “Business Building Team”) is generally comprised of Operations Group professionals and Field Operations professionals.
  - Our Operations Group professionals are TPG employees who provide industry-specific senior-level engagement with portfolio investments and also work directly with our deal professionals on new deal diligence. They typically receive cash compensation from us, and we are authorized to grant them carried interest in TPGRE Vehicles. As described below (see “*Providers of Real Estate Services to Portfolio Investments*”), we receive fees and/or reimbursement from the TPGRE Vehicles or portfolio investments for the Real Estate Services performed by members of our Operations Group, which may include reimbursement for compensation and related expenses associated with the provision of such services, even though they are TPG employees.
  - Our Field Operations professionals have deep, specialized operating experience. Some of these professionals are sector specialists who focus on a particular industry. They are typically embedded within portfolio investments and given responsibility for narrowly defined initiatives that are part of a broader value creation plan, such as lean manufacturing, construction management, property management, sourcing, supply chain management or new product introduction. They sometimes also act as interim members of management for portfolio investments. Field Operations professionals typically have tailored compensation arrangements specific to their engagement. They can receive compensation from us, a portfolio investment, including equity grants from a portfolio investment, depending on their individual arrangement and the services they provide. Most of our Field Operations professionals’ compensation is generally either paid or reimbursed by portfolio investments and TPGRE Vehicles as a Real Estate Service, regardless of whether we engage them as employees or consultants. For more information about Real Estate Services, see “*Providers of Real Estate Services to Portfolio Investments*” below. For more information about Real Estate Services, see “*Providers of Real Estate Services to Portfolio Investments*” below.
- Our Senior Advisory Professionals include consultants who have established industry and/or regional expertise and are available to assist us with transaction sourcing, due diligence, valuation, structuring, consulting and similar matters and to serve on the boards of directors of portfolio investments. We also engage other similar consultants with, for example, more narrow expertise. Senior Advisory Professionals and such other consultants typically have tailored compensation arrangements specific to their engagement. They can receive compensation in multiple forms, depending on their individual arrangement and the services they provide, including cash payments from us, a fund, a portfolio investment, carried interest in our funds, profits interests in a portfolio investment, equity or stock option grants from a portfolio investment, and fees and carried interest relating to a particular transaction. Compensation from portfolio investments to our Senior Advisory

Professionals and other consultants generally do not offset the management fees payable by investors. We discuss Senior Advisory Professionals below (see “*Conflicts Relating to Activities and Compensation of Senior Advisory Professionals and Other Consultants*”).

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

*Conflicts Relating to Activities and Compensation of Senior Advisory Professionals and Other Consultants*

We maintain business relationships with certain advisors and consultants who generally have established asset-class, industry and/or regional expertise and who we expect to assist or advise us with respect to transaction sourcing, due diligence, valuation, structuring, consulting or similar matters or to serve on the board of directors of, or in other similar capacities with respect to, one or more portfolio investments on behalf of the TPGRE Vehicles; in some cases, these individuals are former TPG employees or otherwise have close business and personal relationships with TPG. We generally refer to these individuals as “Senior Advisors,” and the Governing Documents generally refer to them as “Senior Advisory Professionals.” In addition, we also engage other similar consultants with, for example, more narrow expertise.

Senior Advisory Professionals are independent contractors. They are not our employees, even if most or all of their work is performed on our behalf or at our direction, they perform the same or similar activities as our employees, they have more access to and involvement in our business activities than other third-party consultants or they share other attributes with TPG employees, such as TPG-provided administrative support or TPG-related email addresses or business cards. Senior Advisory Professionals are generally not our affiliates for purposes of the Governing Documents and therefore typically are not subject to certain restrictions and conditions that relate specifically to our employees and affiliates. For example, a TPGRE Vehicle expects to make payments to Senior Advisory Professionals, and any fees portfolio investments pay to Senior Advisory Professionals (such as sourcing fees, origination service fees (including “points” or servicing fees) or directors’ fees) or profits interests or other compensation received by Senior Advisory Professionals from portfolio investments or their holding structures will not reduce the management fees payable by investors in the TPGRE Vehicle, even if such amounts would reduce the management fee if they were paid to our affiliates. Furthermore, in the event we hire a Senior Advisory Professional as an employee or otherwise elect to treat such person as our affiliate, any profits interests or other compensation amounts payable by a portfolio investment or a TPGRE Vehicle to such Senior Advisory Professional pursuant to an arrangement that was entered into

prior to such Senior Advisory Professional becoming our affiliate will not be considered “portfolio fees” and will not reduce the management fees payable by investors in the TPGRE Vehicle. In the event a Senior Advisory Professional is paid an annual retainer, the value provided to the relevant TPGRE Vehicle and/or portfolio investment by such Senior Advisory Professional may vary year to year and there can be no assurance that the annual retainer paid will be commensurate with the value provided by the Senior Advisory Professional. In some instances, Senior Advisory Professionals provide real estate and operational services to portfolio investments. Moreover, Senior Advisory Professionals often make personal investments in portfolio investments alongside TPGRE Vehicles, and TPGRE Vehicles are not prohibited from investing, directly or indirectly, in portfolio investments in which Senior Advisory Professionals hold existing material investments. Similarly, a TPGRE Vehicle is permitted to co-invest in portfolio investments alongside funds that are managed by Senior Advisory Professionals or invest, directly or indirectly, in portfolio investments in which such funds have an existing material investment.

We believe that the expertise of Senior Advisory Professionals will benefit the TPGRE Vehicles. Relying on Senior Advisory Professionals, however, creates potential conflicts of interest. For example, we typically determine the amount of compensation that will be paid to Senior Advisory Professionals, but applicable portfolio companies or portfolio investments or the TPGRE Vehicles ultimately pay or reimburse us for such compensation. Senior Advisory Professionals typically have tailored compensation arrangements specific to their engagement and can receive compensation in multiple forms, depending on their individual arrangement and the services they provide, including cash payments from us, a TPGRE Vehicle or Related Fund or a portfolio investment, carried interest in a TPGRE Vehicle or Related Fund, profits interests in a portfolio investment, equity or stock option grants from a portfolio investment and fees and carried interest relating to a particular transaction. To the extent a TPGRE Vehicle or its portfolio investments incur these compensation costs, they would ultimately be borne by the investors in the TPGRE Vehicle, but generally would not offset the management fees payable by them, even if such amounts would reduce the management fee if they were paid to our affiliates. The close business or personal relationships that some Senior Advisory Professionals have with us give us less incentive to negotiate with a prospective Senior Advisory Professional for a lower level of compensation. The appropriate level of compensation for a Senior Advisory Professional can be difficult to determine, especially if the expertise and services he or she provides are unique and/or tailored to the specific engagement. In addition, given that we (and not a TPGRE Vehicle) otherwise pay the salaries of our employees, we have incentives to retain individuals as Senior Advisory Professionals instead of hiring them as employees, or to convert existing employees to Senior Advisory Professionals. Finally, conflicts of interest may arise in the event that a Senior Advisory Professional serves as a director on the board of, or in any similar capacity with respect to, more than one portfolio investment or on behalf of multiple TPGRE Vehicles or Related Funds.

#### *Affiliated Services Companies*

We may in the future form, acquire interests in, or otherwise engage one or more entities in which we, or our affiliates, or TPG professionals personally, hold controlling interests may provide some or all of the services contemplated under “*Conflicts Relating to Activities and Compensation of TPG Operations/Business Building Professionals*” and “*Conflicts Relating to Activities and Compensation of Senior Advisory Professionals and Other Consultants*” above to the TPGRE Vehicle and/or its portfolio investments, including but not limited to loan servicing (including,

monitoring, restructuring and work-out of performing, sub-performing and non-performing loans, administrative services and cash management). Any fees or compensation the TPGRE Vehicle or its portfolio investments pays to such entities in connection with the performance of such services and compensation such entities receive in connection with or related to providing such services to a TPGRE Vehicle or its portfolio investment would not offset the TPGRE Vehicle's management fees even though we and/or our personnel have a material economic interest in the entities.

#### *Activities and Compensation of Other Third Parties*

In addition to Senior Advisory Professionals, we will retain other third parties, such as accountants, administrators, lenders, bankers, brokers, attorneys, sourcing persons, asset managers, property managers, contractors, developers, leasing agents, servicers collateral managers, special servicers and other consultants, to provide services (including credit services of the type described in *"Providers of Real Estate Services to Portfolio Investments"*) to the TPGRE Vehicles, including certain strategic partners as described in *"Strategic Business Partners."* These services may relate to sourcing, conducting due diligence on or developing potential investments, as well as structuring, managing, monitoring and disposing of or otherwise realizing upon investments. In many cases, these are the types of services that TPG employees could also provide or have in the past provided. Determining whether to engage a third party or a TPG employee gives rise to conflicts of interest because we generally bear, with the exception of certain in-house, foreign office and Real Estate Services paid or reimbursed to us under certain Governing Documents (see *"Item 5 – Fees and Compensation"*), the compensation costs of, or other amounts payable to, TPG employees who render these services, while amounts paid to third parties are typically an expense of the relevant TPGRE Vehicle ultimately borne by its investors. We therefore have an incentive to retain third parties rather than hire additional TPG employees and to outsource to third-party service providers functions that TPG employees could perform or have previously performed.

TPGRE Vehicles can invest through partnerships, joint ventures or other entities alongside one or more other operating partners or co-venturers (which we refer to collectively as "co-venturers"). Co-venturers may include the seller of a property, a person involved in the selling, identification, acquisition or management of an investment, an investor in a TPGRE Vehicle or a Related Fund, a partner or investor in another joint venture (or other vehicle that we control) or another third party. For their role in an investment, co-venturers may receive equity in the investment vehicle as well as payments, performance-based compensation and/or another form of interest (such as a profits interest or carried interest) from the investment vehicles (or the TPGRE Vehicle) and such interests could result in significant payments to co-venturers. In these circumstances, we will treat these amounts as investment expenses and will not apply them to offset a TPGRE Vehicle's management fee, even if they have the effect of reducing any amounts, such as retainers, that we would otherwise bear.

We expect to perform services for partnerships or joint ventures in which a co-venturer has an interest. We may receive fees, expense reimbursements and other payments with respect to these services, including in respect of the co-venturer's interest. Any fees, reimbursements, or other payments we receive in respect of a co-venturer's interest (that is, in addition to a TPGRE Vehicle's allocable share of such fees and reimbursements) generally would not offset the TPGRE Vehicle's management fee.

In addition to relying on third parties generally as described above, we expect the TPGRE Vehicles to engage third parties (including as co-venturers) to assist with the acquisition, development, construction, renovation or operation of its portfolio investments. In many cases, these are services that TPG employees could provide or in the past have provided. The TPGRE Vehicles may pay to these third parties, in addition to any equity or other investment-related compensation, any related development fees, incentive fees, promotes, carried interest, acquisition fees, asset and other management fees, and other amounts. When a TPGRE Vehicle pays these amounts to unaffiliated third parties (including co-venturers), the TPGRE Vehicle's management fee will not be reduced. As such, the cost to the investors in the TPGRE Vehicle of engaging third parties for these purposes is generally higher than the cost of relying on TPG professionals or other affiliates.

When a TPGRE Vehicle makes an investment through a joint venture, it may also rely on a third-party property manager to manage or operate the underlying properties on a day-to-day basis. The return on such an investment will therefore depend in large part on the ability of the third-party manager to operate, lease or improve the properties on economically favorable terms. A property manager may provide management and leasing services to properties owned by others (including other TPGRE Vehicles or Related Funds) that compete with the TPGRE Vehicle's investment. In these circumstances, the interests of the TPGRE Vehicle's investment could conflict with those of the properties owned by third parties, and the property manager may have an incentive, by virtue, for example, of the manner in which it is compensated, to favor the third party over the TPGRE Vehicle.

#### *Conflicts Relating to Rates of Third-Party Advisors and Other Service Providers*

As described above, the TPGRE Vehicles and their portfolio investments will retain or pay for advisors and service providers, including accountants, administrators, lenders, bankers, brokers, attorneys, sourcing persons, consultants, asset managers, property managers, co-venturers, contractors, developers, leasing agents, servicers, collateral managers, special servicers and other consultants. Some of these advisors and service providers also provide services to or have other relationships with TPG. While we will generally seek to engage and recommend advisors and service providers on behalf of the TPGRE Vehicles and their portfolio investments on the basis of the quality of the advice and other services provided, these relationships could influence our decision to select or recommend an advisor or service provider to perform services for the TPGRE Vehicles or their portfolio investments (the cost of which will generally be borne directly or indirectly by the TPGRE Vehicles or their portfolio investments, as applicable). In certain circumstances, advisors and other service providers may charge rates or establish other terms for advice and services provided to TPG, Related Funds or any of their respective affiliates or portfolio investments that are different from and more favorable than those charged in respect of advice and services provided to the TPGRE Vehicles and their portfolio investments. Moreover, whereas we typically negotiate on a matter-specific basis the rates or amounts payable for such services, the TPGRE Vehicles or their portfolio investments are expected from time to time to pay higher rates or amounts than we otherwise would for such services.

As noted in Item 5, we expect the TPGRE Vehicles and their portfolio investments to participate in arrangements that involve payments, discounts, reimbursements or other benefits to us or our affiliates. For example, we currently afford certain portfolio investments the opportunity to participate in a program with us, our affiliates and other portfolio investments pursuant to which

one of our affiliates negotiates favorable procurement arrangements. We and our affiliates, together with participating portfolio investments, receive the favorable procurement terms, which we are able to secure due in part to the involvement of our portfolio investments. This program is a Real Estate Service provided to participating portfolio investments, and therefore our affiliates receive payments or reimbursements from participating TPGRE Vehicles and their portfolio investments to cover the cost of administering the program through the method described in “*Item 11 – Providers of Real Estate Services to Portfolio Investments*” and such payments or reimbursements are not subject to management fee offsets or otherwise shared with the TPGRE Vehicles. Because the cost of administering this program is shared among the participants, we will disproportionately benefit from it to the extent we utilize a greater number of the favorable procurement arrangements to a greater degree than any of the participating portfolio investments.

*Conflicts Arising from Service by Our Professionals on Portfolio Investment Boards of Directors*

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

### *Conflicts Arising from Interests of Our Professionals in the TPGRE Vehicles and Related Funds*

Our professionals generally participate indirectly in investments made by the TPGRE Vehicles and/or Related Funds. While we believe this helps align the interests of our professionals with those of the TPGRE Vehicles' and Related Funds' other investors and provides a strong incentive to enhance Fund performance, these arrangements also give rise to potential conflicts of interest. For example, our professionals have an incentive to influence the allocation of an attractive investment opportunity to the Fund in which they stand to personally earn the greatest return, although the involvement of a substantial number of professionals in our investment review process mitigates the ability of any single person to control an investment decision. Some of our professionals also have personal investments in entities that are not affiliated with us such as investment funds managed by other sponsors that compete for the same investment opportunities or acquire an investment from, or dispose of an investment to, a TPGRE Vehicle or Related Fund, which likewise gives rise to potential conflicts of interest. Our Code of Ethics generally requires TPGRE Personnel to disclose such ownership interests periodically.

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

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

### *Conflicts Arising in the Allocation of Our Professionals' Time and Attention*

The success of a TPGRE Vehicle will depend on our investment professionals' ability to, among other things, source, underwrite, structure, complete, finance and manage investments, improve the operations, governance and performance of the investments and assets we acquire and exit investments at the appropriate time and at attractive valuations or otherwise realize upon investments. To achieve those ends, our investment professionals will devote such time and resources to each TPGRE Vehicle's activities as we determine to be appropriate, consistent with the relevant Governing Documents. Our professionals, however, also spend time assisting other TPGRE Vehicles and/or Related Funds with their investment activities or working on other projects. For example, certain TPGRE Personnel expect to devote significant time to Related Funds of other TPG platforms, and will therefore have less time to dedicate to the TPGRE Vehicles. In addition, our professionals expect to have responsibilities and duties to other TPG platforms and to the firm generally, including service on firm committees and boards. Finally, with respect to a TPGRE Vehicle's key persons, the Governing Documents of the applicable TPGRE Vehicle generally do not restrict their academic, advisory board, personal wealth management, not-for-profit, charitable and similar activities. Conflicts will therefore arise between the TPGRE Vehicles and/or Related Funds with respect to the allocation of investment professional time and resources.

### *Providers of Real Estate Services to Portfolio Investments*

The TPGRE Vehicles will generally reimburse all fees, costs and other expenses related to certain Real Estate Services rendered to the TPGRE Vehicles or their portfolio investments, where the portfolio investment does not directly or indirectly reimburse such costs. Real Estate Services have been referred to by us in the past as "field ops" or "specialized services" and consist of operational support, regulatory or legal support, specialized operations and consulting services and similar or related services in connection with the identification, origination, acquisition, holding, operation, servicing and disposition of or other realization upon investments (including potential investments). We refer to such services as "Real Estate Services." These services include but are not limited to, for example,

- property-level services (which we refer to as "property services"), including:
  - property management;
  - asset management;
  - development and development management;
  - construction and construction management;
  - leasing;
  - brokerage;
  - mortgage and other financing;
  - loan servicing;
  - other property services;



- support or analysis regarding:
  - the existing or prospective portfolio investment’s management (including serving in management positions or participating in the determination of corporate strategy);
  - the existing or prospective portfolio investment’s supply chain (including leveraged procurement and logistics/distribution networks);
  - marketing and sales strategy, pricing and sales force effectiveness;
  - data intelligence;
  - finance (including generating metrics and reporting and business restructuring);
  - human capital management (including recruiting personnel, management on-boarding, identifying, curating and developing a network of talent and third-party recruiting resources in anticipation of supporting portfolio investment recruiting efforts and determining executive/incentive compensation);
  - information technology;
  - cybersecurity;
  - corporate communications and public relations (including identifying, curating and developing a network of third-party public relations resources in anticipation of supporting a portfolio investment’s corporate communications and public relations efforts);
  - governmental affairs and relations;
  - customer service;
  - ESG factors (including diligence, target setting and ESG strategy execution and monitoring policies and risk factors, policy, measurement and reporting development);
  - loan origination services, loan servicing and loan agency services and special servicing and services with respect to loan syndication, managing workouts and managing foreclosures (“credit services”);
  - procurement programs (see “*Item 5 – Leveraged Procurement*”);
  - Portfolio Compliance; and
- other similar and operational matters.

As a general matter, and as further described below, if a TPG employee provides Real Estate Services other than credit services or property services, such services are subject to cost reimbursement only. Alternatively, where a TPG employee or affiliate provides Real Estate Services that constitute credit services or property services, we expect such services to be provided

on a “fee-for-service” basis that could result in such employee or affiliate receiving a profit. Even in the scenario where a TPG employee or affiliate receives a profit in connection with the provision of Real Estate Services, this amount would not be included in fees for Related Services, and therefore does not offset the management fee.

Occasionally, whether a service constitutes a Real Estate Service is not clear. It may be difficult to distinguish Real Estate Services from the investment advisory services provided to the TPGRE Vehicles by us and our affiliates. In these instances, we will consider, in our sole discretion, a service a Real Estate Service if we determine that (i) third parties often provide such a service, (ii) it is a service requiring real estate or specialized operational experience or expertise, and (iii) it is performed by an individual or individuals with the relevant experience or expertise. For example, board services would not be Real Estate Services subject to reimbursement or entitled to payment of fees, as they are not real estate or operational services requiring specialized experience or expertise. Services such as establishing or assessing a leveraged procurement plan, developing a market survey designed to enhance market share, or creating a leasing strategy plan to identify cross-tenanting opportunities at multiple properties within a portfolio would be types of specialized real estate and operational services that would be subject to reimbursement or entitled to payment of fees, as these services require real estate or operational expertise. In addition, ESG services such as diligence, screening and portfolio-level initiatives performed by Y Analytics – a public benefit company owned and controlled by TPG – are Real Estate Services subject to reimbursement. We engage TPG professionals to provide Real Estate Services when we believe that they more effectively drive value creation than independent service providers. It is expected that the provision of Real Estate Services will expand over time.

We may seek reimbursement from a portfolio investment for the costs of Real Estate Services that we, in our reasonable discretion, allocate to such portfolio investment. The efforts we make to get recovery from portfolio investments for these costs usually depend on transaction-related and commercial considerations such as the nature of a TPGRE Vehicle’s investment, the financial ability of the company to make payment, the type of services and the expectations of the company or other investors. Sometimes we negotiate for direct reimbursement from the portfolio investment to TPG or our service providers. Other times, we seek to include Real Estate Services as a component of the monitoring fee a portfolio investment pays under its management services agreement. In limited cases, efforts at recovery are not reasonable or practical, especially when a portfolio investment is unable or unwilling to make payment. Amounts that are not allocated to or reimbursed by a portfolio company or portfolio investment are reimbursed first from total gross portfolio fees received by a TPGRE Vehicle, or us (prior to any management fee offset). The TPGRE Vehicles reimburse any costs not covered by the applicable portfolio investment or portfolio fees. We must disclose the amount of such reimbursement, regardless of the source, periodically to the TPGRE Vehicles’ advisory committees. In particular, reimbursements for, or other payments in respect of, Real Estate Services will not reduce the management fee charged to a TPGRE Vehicle, regardless of whether the provider of the Real Estate Services is our employee or affiliate. Additionally, any reimbursements for such services from portfolio fees will reduce the amount of such fees that would otherwise offset the management fees.

Real Estate Services expenses will at times also be incurred in respect of portfolio investments prior to the closing of the investment and to TPGRE Vehicles in connection with their diligence

of potential investments. The TPGRE Vehicles will reimburse us directly for the costs of such Real Estate Services, including for deals that are not consummated.

In the event that another TPGRE Vehicle or Related Fund has invested alongside a TPGRE Vehicle in a portfolio investment, we generally will allocate any reimbursement for Real Estate Services with respect to such investment among the TPGRE Vehicles or Related Funds pro rata in accordance with their respective investments unless another method is more equitable under the circumstances.

If a TPG employee provides a Real Estate Service that is not a credit service or a property service, we generally determine the associated reimbursement amount by reference to the aggregate annual compensation paid to the employee (including benefits, profits interests, equity interests (including restricted stock units or other equity awards in TPG Inc.) or other incentive-based compensation), plus an estimate of the overhead and other fixed costs allocable to the employee, and the amount of time spent by the employee providing the Real Estate Services. We use a similar formulation for calculating the reimbursement amounts for Real Estate Services provided by consultants, including Senior Advisory Professionals. As explained above under *“Conflicts Relating to Activities and Compensation of TPG Operations/Business Building Professionals,”* these professionals typically have tailored compensation arrangements specific to their engagement that we negotiate with them in our discretion. Given the inherently specialized nature of such services, a limited market for such services exists, often setting no clear market guidelines on appropriate compensation. Although we intend operations professionals to be compensated at competitive rates, their compensation will not necessarily be determined through arm’s-length negotiation. In the event a provider of Real Estate Services is paid by an annual retainer, the value provided to the relevant TPGRE Vehicle and/or portfolio investment by such provider of Real Estate Services may vary year to year and there can be no assurance that the annual retainer paid will be commensurate with the value provided by the provider of Real Estate Services.

If a TPG employee or affiliate provides Real Estate Services on a fee-for-service basis (e.g., in connection with the provision of property services) such fees will generally not exceed the rate that would be payable by the TPGRE Vehicles or their portfolio investments if such services were provided by a third party providing comparable services in an arm’s-length transaction. We will make determinations of market rates (i.e., rates that fall within a range that we have determined is reflective of rates in the applicable market and certain similar markets, though not necessarily equal to or lower than the median rate of comparable firms) based on our consideration of a number of factors, which are generally expected to include our experience with non-affiliated service providers as well as benchmarking data and other methodologies determined by us to be appropriate under the circumstances. In respect of benchmarking, while we often obtain benchmarking data regarding the rates charged or quoted by third parties for services similar to those provided by its affiliates in the applicable market or certain similar markets, relevant comparisons may not be available for a number of reasons, including, as a result of a lack of a substantial market of providers or users of such services or the confidential or bespoke nature of such services (e.g., within property management services, different assets may receive different property management services). Any methodology, or choice among methodologies, involves potential conflicts of interest.

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

Reimbursements or other payments from portfolio investments in respect of Real Estate Services are usually in the form of cash (which may include payment of “points” to an operations professional that performs origination services), but can sometimes be in kind, including options, restricted stock units or other equity awards or interests (including with time- or incentive-based vesting) in a portfolio investment granted to us, the TPGRE Personnel or other TPG affiliate who provides Real Estate Services. We will evaluate the treatment of any such in-kind payment or reimbursement on a case-by-case basis, including as to valuation for reporting purposes and the timing and manner of disposition by such TPGRE Personnel or other TPG affiliate. Reimbursements in kind could be significant, and in hindsight, these amounts may ultimately be worth more than if we had received cash. In addition, equity, profits interests, grants or other similar interests in a portfolio investment will likely dilute the interests of a TPGRE Vehicle in such portfolio investment.

#### *Conflicts Related to the Hiring of Asset Managers or Servicers*

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

#### *Conflicts Related to Market Rates or Arms-Length Terms*

In certain circumstances where we commit or have committed to seek “market” or “arms-length” rates or terms, we will do so in our sole discretion. We reserve the right to deem third-party

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

#### *Conflicts Related to Investments of TPGRE Personnel*

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

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

#### *Conflicts Arising from Customized Terms Provided to Certain Investors*

Investors increasingly expect to make investments in private investment funds on customized terms. To the extent permitted by applicable law, we accommodate these expectations by entering into written agreements, which we refer to as “side letters,” with investors in connection with the formation of the applicable TPGRE Vehicle. We also reserve the right to provide customization by forming separate accounts for certain investors, including some that also are investors in a TPGRE Vehicle, that would invest alongside the applicable TPGRE Vehicle on terms that differ from those in the TPGRE Vehicle’s Governing Documents. A side letter typically relates solely

to an investor's interest in a single TPGRE Vehicle (i.e., it does not relate to any other TPGRE Vehicle or Related Fund) and allows the investor to make its investment in the TPGRE Vehicle on terms that are different from, and usually more favorable than, those set forth in the relevant Governing Documents. Notwithstanding any provision of the Governing Documents, matters arising under any side letter are considered matters contemplated in the Governing Documents and the exculpation and indemnification provisions set forth in the Governing Documents shall apply equally to any side letter. Investors are expected to request and receive customized terms, which typically result in preferential treatment with respect to, among other things,

- the ability to opt out of investments (which, to the extent exercised, would increase the other investors' pro rata interest in those investments), which opt out rights could encompass a significant portion of the Fund's investments, including those within its primary mandate;
- the reporting or notice obligations of the applicable general partner or TPGRE Vehicle;
- consent rights with respect to certain amendments to the applicable TPGRE Vehicle Governing Documents;
- the right to transfer interests in the applicable TPGRE Vehicle;
- the right to withdraw from the applicable TPGRE Vehicle in the event of adverse tax or regulatory events (which, if exercised, would increase the other investors' pro rata interest in such TPGRE Vehicle);
- the right to appoint a representative or observer to the advisory committee of the applicable TPGRE Vehicle, if applicable, or other similar advisory groups;
- the right to participate in meetings with us with respect to the investment strategy of a TPGRE Vehicle and to have access to our investment professionals;
- the right to have access to investment and other professionals of TPG;
- additional confidentiality protections or waiver of existing confidentiality obligations;
- the right to disclose certain information to underlying investors or to the public;
- structuring rights with respect to certain types of investments;
- economic terms, including reduced or modified management fees and/or carried interest;
- the ability to participate in management fees or carried interest of TPG-related vehicles, including a general partner, us and/or other subsidiaries of the TPG Operating Group that are entitled to receive payment of management fees and carried interest from the TPGRE Vehicles or Related Funds;

- the investor-specific information or documentation that the applicable TPGRE Vehicle would otherwise provide to lenders, other financing sources or other third parties;
- the offering of co-investment opportunities;
- distributions in-kind; and/or
- any other terms, whether economic, procedural or otherwise.

We will consider many factors in deciding whether to accord investors in TPGRE Vehicles customized terms via a side letter and we have economic and other commercial incentives to provide certain terms to certain investors. We expect to grant preferential treatment to the following types of investors:

- investors that have made or have proposed to make relatively large commitments to the TPGRE Vehicle or Related Funds or that are anticipated to be important to future TPG fundraising campaigns;
- investors that have made a commitment on the initial closing date or during an early closing period;
- investors that are strategic partners with respect to a TPGRE Vehicle's investment mandate;
- investors that have a broader strategic relationship with TPG;
- investors that are subject to specific legal, tax or regulatory requirements or policies applicable to them; and
- other investors meeting other criteria we consider reasonable in our discretion.

In general, no investor has any rights under the side letters of other investors. The Governing Documents of certain TPGRE Vehicles, however, include a "most-favored nation," or "MFN," clause whereby an investor receives certain rights and benefits granted in certain other side letters with respect to the TPGRE Vehicle. Except to the extent required by the Governing Documents of the applicable TPGRE Vehicle, we and our related entities have no obligation to offer any such additional rights, terms or conditions to any other investor in such TPGRE Vehicles. Side letter arrangements with certain investors of the TPGRE Vehicles impose additional restrictions on investing in certain types of assets, geographies or industries in order to meet certain legal, tax, regulatory, internal policy or other requirements of such investors. While these restrictions are intended to apply solely to such investors, they may ultimately restrict the investments made by an applicable TPGRE Vehicle.

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

### *Favorable Terms Provided to Affiliates and Related Persons*

The employees, business associates and other “friends of the firm” of TPG are typically able to invest directly or indirectly in TPGRE Vehicles on terms that are more favorable than those offered to other investors. Such favorable terms may involve, among other things, a waived or reduced management fee, and the waiver or reduction of other restrictions. The TPGRE Vehicles have no obligation to disclose or offer such favorable terms to any other investor in the TPGRE Vehicle, except to the extent required by the Governing Documents of the applicable TPGRE Vehicle.

### *Diverse Membership*

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

For instance, in certain circumstances, a general partner may expect to hold the investments of investors that have so elected through one or more vehicles that are treated as corporations for U.S. federal income tax purposes (each, a “Blocker”). While the use of a Blocker may provide favorable tax treatment for certain investors, such as tax-exempt or non-U.S. investors, the investment returns realized by such investors will likely be less than the returns of investors that do not hold their investment through a Blocker. In addition, in certain cases, the Funds may be required, to the extent reasonably feasible (taking into account the interests of the investors who do not elect to hold their investments through a Blocker), to cause the disposition of investments that are held in part through a Blocker through a sale of the stock of such Blocker rather than a sale of the underlying assets. The use of a Blocker may affect all of the investors and not just those who have elected to hold their investments through a Blocker. For example, while a sale of the stock of a Blocker will likely be beneficial for the investors that have elected to hold their investments through Blockers, such sale could result in total proceeds that are lower than the proceeds that could have been generated if the Funds had sold the underlying assets and such reduction would generally be shared by all of the investors and not just those who have elected to hold their investments through a Blocker. Similarly, in certain types of transactions, such as “Up-C”



transactions, certain benefits, such as tax receivable agreements, may be shared by all of the investors (including those who have elected to hold their investments through a Blocker) even if such agreements relate to benefits derived mainly from the investments held by the investors who have not elected to hold their investments through a Blocker.

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

In addition, investors in a TPGRE Vehicle typically engage in a broad range of activities in addition to their investment in the TPGRE Vehicle. We expect some investors could enter into various transactions relating to the TPGRE Vehicle or its portfolio investments, such as co-investments alongside the TPGRE Vehicle (see "*Allocation of Co-Investment Opportunities*"), financing transactions for the TPGRE Vehicle or its portfolio investments and the acquisition of interests in portfolio investments from the TPGRE Vehicle. Investors associated with corporate enterprises could enter into strategic partnerships or other similar arrangements with TPG, the TPGRE Vehicles and/or the TPGRE Vehicles' portfolio investments, which may involve, for example, designation as a preferred provider of goods or services to any of the foregoing. So long as an investor is not otherwise our affiliate, these types of transactions generally do not require the consent of the TPGRE Vehicle's advisory committee or investors more generally. In connection with their investing activities, investors in the TPGRE Vehicles in some cases also have additional access to the management of, or enhanced information rights regarding, the TPGRE Vehicle's portfolio investments or the ability to serve on or observe a portfolio investment's board of directors. The Governing Documents do not prohibit a TPGRE Vehicle from selling a portfolio investment to an investor in a TPGRE Vehicle or a Related Fund.

Investors that serve on a TPGRE Vehicle's advisory committee (or similar body) will have interests that differ from, or conflict with, the interests of other investors due to different legal, tax or regulatory regimes, their interests in other TPGRE Vehicles or Related Funds or their overall relationship with TPG (including direct or indirect economic interests in TPG-affiliated entities) and/or other individual circumstances relevant to the investor. The Governing Documents typically provide that each advisory committee member can take into consideration solely its own

interests in discharging its duties. Accordingly, the advisory committee can make decisions that benefit its members, the TPGRE Vehicle or TPG, even if they are adverse to other investors in the TPGRE Vehicle. In addition, each member of a TPGRE Vehicle's advisory committee will be permitted to vote on matters even where that member is subject to a material conflict of interest, and will be under no obligation to recuse itself from voting in this situation or to disclose the conflict of interest to the other members. Similarly, investors in a TPGRE Vehicle do not need to take into account the interests of other investors in voting on matters presented to partners more generally.

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

- formation of dedicated vehicles;
- significant historical, pending and/or future commitments to or other participation in TPGRE Vehicles or Related Funds or other TPG entities;
- the right to co-investment opportunities, and related economic terms, targets and remedies;
- discounted management fee, carried interest and/or other economic arrangements;
- the ability to participate in management fees or carried interest of TPG-related vehicles, including a general partner, management company and/or other subsidiaries of the TPG Operating Group that are entitled to receive payment of management fees and carried interest from the TPGRE Vehicles or Related Funds; and/or
- knowledge sharing, training and/or secondment arrangements.

A broader strategic relationship often involves an investor's capital commitments to multiple TPGRE Vehicles and/or Related Funds. As described under "*Conflicts Arising from Customized Terms Provided to Certain Investors*," a contractual arrangement we established with an investor pursuant to a broader strategic relationship is not a "side letter" under the Governing Documents, and accordingly, investors are not entitled to disclosure or the benefits of any such contractual arrangement under the Governing Documents' "most favored nation" clause or otherwise. Specific examples of such additional rights and benefits include, among others, specialized reporting, discounts on and/or reimbursement of, or sharing in, management fees or carried interest, clawbacks and minimum amounts for co-investments alongside TPGRE Vehicles and/or Related Funds. We have complete discretion to determine the investors with which we will build broader strategic relationships, and we expect to develop broader strategic relationships with investors with certain attributes even though we do not seek to establish them with other investors that have the same or similar attributes.

#### *TPG Information*

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

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

#### *Platform Companies*

At times a TPGRE Vehicle, either directly or through a portfolio investment, and either alone or co-investing alongside other TPGRE Vehicles and/or Related Funds, has the ability to establish or invest in portfolio investments that, in turn, seek to engage in specific business activities, such as loan origination, loan syndication, securities trading activities, hedging activities, pursuing stressed, distressed and other special opportunities and other activities, including in specific industries, asset classes or geographies. A TPGRE Vehicle may structure these portfolio investments, which we refer to as "platform companies," as operating joint ventures, holding companies, partnerships, structured finance vehicles, incubators, start-ups and other platform companies or other similar arrangements. A "platform company" may consist of a single entity or a group of entities and we have significant discretion in determining what constitutes a "platform company." In the case where a TPGRE Vehicle co-invests alongside another TPGRE Vehicle and/or Related Fund, the potential for conflicts of interest may exist.

Subsequent funding of a platform company by the TPGRE Vehicles, including to fund a new acquisition or loan or other extension by such platform company, will be considered a "follow-on investment" for purposes of the TPGRE Vehicles even if such investment is a "new" investment for the platform company or involves capitalizing a distinct legal entity and therefore such investment may be made after the expiration or termination of the TPGRE Vehicles' commitment period (subject to the restrictions on follow-on investments in the Governing Documents). In certain cases we fund these companies up front and in other cases we fund them gradually over time. In the event a TPGRE Vehicle made such an investment, we generally would expect the TPGRE Vehicle to monetize its interest in a platform company through a sale or public offering of the platform company (or the TPGRE Vehicle's stake in the company) or through sales or other realizations upon the platform company's underlying assets.

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

In addition, a platform company or its management team may forward to unaffiliated third parties or Related Funds or their portfolio investments any investment opportunity that we reasonably believe is not suitable for the TPGRE Vehicle or such platform company (e.g., because the investment does not have a risk or return profile compatible with the TPGRE Vehicle's investment objectives) and receive a fee or other compensation from such person. Any such fees or compensation generally would not trigger the advisory committee disclosure, review or consent provisions of the TPGRE Vehicle's Governing Documents applicable to transactions with affiliates and would not constitute portfolio fees that would offset the management fee.

Platform companies compensate their management teams in a number of ways, including through annual salaries and bonuses, incentive-based compensation (such as profits interests, carried interest, equity, options and warrants), fees for services or a combination of the foregoing. In any case, the TPGRE Vehicle would generally bear the cost of such compensation, as well as all other platform company expenses, including start-up, operating, investment sourcing and diligence and overhead expenses, through its direct or indirect interest in the platform company. Members of a platform company management team may receive separate compensation for services rendered to unaffiliated third parties or to TPGRE Vehicles, Related Funds, or portfolio investments. In addition, a platform company or its management team may receive a fee or other compensation for forwarding to unaffiliated third parties or other TPGRE Vehicles and/or Related Funds, or their portfolio companies or portfolio investments, any investment opportunity that we reasonably believe is not suitable for a TPGRE Vehicle or such platform company (e.g., because the investment does not have a risk or return profile compatible with the TPGRE Vehicle's investment objectives). Any compensation the management team receives, regardless of whether a TPGRE

Vehicle, Related Fund, a portfolio investment, or an unaffiliated third party pays, would be in addition to, and would not offset, the management fee payable by investors. Similarly, such compensation would not trigger the advisory committee disclosure, review or consent provisions of the Governing Documents applicable to transactions with affiliates.

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

#### *Strategic Business Partners*

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

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

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

This creates a conflict of interest because we have an incentive to structure compensation under strategic business partnerships so that the TPGRE Vehicles (and hence all partners) bears the costs (directly or indirectly) instead of us. In addition, as with Senior Advisory Professionals, our close business relationship with a strategic partner gives us less incentive to negotiate with that strategic partner for a lower level of compensation.

We expect to also offer strategic partners the opportunity to co-invest alongside the TPGRE Vehicles, in some cases regardless of whether such partner played a significant role in sourcing or managing the specific investment.

#### *Conflicts Arising from Interactions with Portfolio Investments*

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

Given the collaborative nature of our business (and the business of our affiliates) and the portfolio investments in which some TPGRE Vehicles (or Related Funds) have invested, we (or Related Funds) from time to time recommend the services of a portfolio investment to other portfolio investments. We have a conflict of interest in making this recommendation, in that we have an incentive to maintain goodwill between ourselves and the existing and prospective portfolio investments for the TPGRE Vehicles or Related Funds, while it is possible that the products or services recommended are not necessarily the best available to the portfolio investments of the TPGRE Vehicles or the most favorably priced.

From time to time TPGRE Vehicles and/or certain of their portfolio investments have ongoing business dealings, arrangements or agreements with persons who are former employees of ours or a Related Adviser. The TPGRE Vehicles and/or their portfolio investments bear, directly or indirectly, the costs of such dealings, arrangements or agreements. In such circumstances, there exists a conflict of interest between ourselves and the TPGRE Vehicles (or their portfolio investments) in determining whether to engage in or to continue such dealings, arrangements or agreements, including the possibility that we will favor the engagement or continued engagement of such persons even if a better price and/or quality of service could be obtained from another person. Portfolio investments of TPGRE Vehicles also could be counterparties or participants in agreements, transactions or other arrangements with portfolio investments of other TPGRE Vehicles that involve fees and/or servicing payments to us or our affiliates which are not subject to management fee offsets or otherwise shared with the relevant TPGRE Vehicles.

In addition, portfolio investments of TPGRE Vehicles or Related Funds, from time to time, make discounts and other benefits available to TPGRE Personnel in connection with such entities products or services. Sometimes these discounts or benefits are extended to TPGRE Personnel in only certain roles, such as board members of the portfolio investment. Such benefits or discounts are not considered compensation to TPGRE Personnel, are not considered portfolio fees and do not offset the advisory fees payable by investors in the related TPGRE Vehicles.

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

Furthermore, the Governing Documents permit the TPGRE Vehicles or any portfolio or platform investment (including any joint or co-venture or other investment program) to acquire from another TPGRE Vehicle, Related Fund or any of their portfolio investments any exclusivity or first-look rights a co-venturer grants to the other TPGRE Vehicle, Related Fund or portfolio investment or any investment opportunity sourced by or presented to such other TPGRE Vehicle, Related Fund or portfolio investment, as well as any associated goodwill or intellectual property, on terms and conditions that we determine to be fair and reasonable (which typically includes paying a fee or other compensation). Furthermore, following the earlier of the end of the commitment period and the formation of any successor fund, the Governing Documents allows the TPGRE Vehicles or any portfolio or platform investment to transfer to another TPGRE Vehicle, Related Fund or any of their portfolio investments any such rights and/or property for no consideration. Such transactions generally would not require any advisory committee disclosure, review or consent or trigger other provisions of the Governing Documents typically applicable to transactions with affiliates.

#### *Conflicts Arising from Business with Certain Investors*

We have service providers, including for example, investment bankers and outside legal counsel, who are investors in TPGRE Vehicles and/or who provide services to businesses that are our competitors. For example, we may be presented with opportunities to receive financing and/or other services in connection with a TPGRE Vehicle's investments from certain limited partners or investors, as applicable, or their affiliates that are engaged in lending or other business. We have a conflict of interest with the TPGRE Vehicle in recommending the retention or continuation of a service provider if such recommendation, for example, is motivated by a belief that the service provider will continue to invest in TPGRE Vehicles or Related Funds or will provide us information about our competitors. There is a possibility that we, because of such belief or for other reasons, will favor such retention or continuation even if a better price and/or quality of service could be obtained from another person.

Portfolio investments controlled by a TPGRE Vehicle from time to time provide services to certain TPGRE Vehicle or Related Fund investors. We have an incentive to cause the portfolio investment to favor those investors relative to other portfolio investment clients or customers in terms of pricing or otherwise, which could adversely affect the portfolio investment's profitability.

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

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

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

#### *Conflicts Related to Legal Counsel and Other Service Providers Engaged by TPGRE Vehicles and Related Funds*

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

#### *Conflicts Relating to Services Provided by Related Persons*

From time to time we, in our discretion, contract with related persons (including a portfolio investment of a TPGRE Vehicle or a family member of TPGRE Personnel) to perform services (including brokerage services) for us in connection with our provision of services to the TPGRE Vehicles. When engaging a related person to provide such services, we will generally have a



financial, personal or other business incentive to recommend the related person even if another person is more qualified to provide the applicable services and/or can provide such services at a lesser cost. From time to time we, in our discretion, recommend to a TPGRE Vehicle or one of its portfolio investments that it contract for services or, in providing services to a TPGRE Vehicle, directly engage with

- a related person of ours (including a portfolio investment of a TPGRE Vehicle); or
- an entity or person with which or whom we or TPGRE Personnel have a relationship or from which or whom we or TPGRE Personnel otherwise derive financial, personal or other benefit.

When making such a recommendation, it is possible that we or TPGRE Personnel, because of our financial, personal or other business interest, have an incentive to recommend the related or other person even if another person is more qualified to provide the applicable services and/or can provide such services at a lesser cost.

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

#### *Conflicts Related to Strategic Transactions*

TPG is a broad-based alternative investment platform that may engage in strategic transactions, including the investment in, acquisition of, or combination with, other investment platforms for any reason, including those that currently or may in the future sponsor, manage or advise funds, vehicles or accounts with investment mandates that are the same as, or similar to, the TPGRE Vehicles' investment mandates. For example, TPG successfully completed its previously announced acquisition of Angelo, Gordon & Co., L.P. and its affiliates on November 1, 2023. Angelo Gordon now operates as TPG Angelo Gordon, a diversified credit and real estate investing platform within TPG. Nothing in a TPGRE Vehicle's Governing Documents prohibit or restrict such strategic transactions. TPG is authorized to make investments for its own account, to further grow and expand its business and/or engage in other strategic acquisitions or transactions. TPG may also acquire and hold other assets used in the development of its business, including seed capital for the purpose of developing, evaluating and testing potential investment strategies, products or new strategies. TPG may also make other opportunistic investments and utilize

investment strategies that mirror, or are similar to, in whole or in part, investment strategies implemented by TPG on behalf of the TPGRE Vehicles. Investments by TPG may be made in lieu of or alongside the TPGRE Vehicles, notwithstanding a TPGRE Vehicle's "duty to offer" provisions or other restrictions on affiliated co-investing, and TPG is subject to conflicts of interest in determining that an investment opportunity is appropriate for TPG and/or its affiliates in priority to a TPGRE Vehicle. In determining whether to pursue or engage in any strategic transaction, we are entitled to consider only the interests and factors that we desire, including our own interests. Except as expressly set forth in the Governing Documents, nothing prohibits, restricts or otherwise limits us in any way from pursuing or engaging in any strategic transaction or operating any such investment platform following any such acquisition or combination, including continuing or expanding the business and operations of such investment platform or any fund, vehicle or account sponsored, managed or advised thereby. Such strategic transactions and the continued operations of any such investment platform may result in the re-allocation of the time and attention of our personnel (either on a temporary or permanent basis), including to the detriment of the TPGRE Vehicles, or the allocation of investment, sale or other exit opportunities or liquidity options which otherwise would be allocated to or benefit the TPGRE Vehicles to instead be allocated to or benefit any such funds, vehicles or accounts, and will otherwise give rise to the same conflicts of interest that may arise among the TPGRE Vehicles and any other Related Funds as described herein. To the maximum extent not prohibited by applicable law, neither we nor any of our affiliates will have any obligation to give any consideration to any interest of or factor affecting the TPGRE Vehicles in connection with any such transaction (e.g., whether a TPGRE Vehicle would otherwise be interested in pursuing such transaction or whether such transaction involves funds, vehicles or accounts with investment mandates that are the same as, or similar to, a TPGRE Vehicle's investment mandate).

In the event that we, any of our affiliates or any other party engages in any such transaction or otherwise engages in any actions or any other event occurs that results in an "assignment" (including for purposes of the Advisers Act) of the Advisory Services Agreement or any other agreement (including because of any change in our control group), and as a result we or any other entity must seek the consent of the TPGRE Vehicle under applicable law, the general partner of the TPGRE Vehicle will not seek the consent of the limited partners of such TPGRE Vehicle but will have the authority to act for the TPGRE Vehicle in determining whether or not to provide any required consent.

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

### *Conflicts Arising in Respect of Alignment of Interest*

A number of persons hold direct or indirect equity and other economic interests in TPG, including in our holding structures and certain other subsidiaries or vehicles that we control. On January 18, 2022, the Public Company completed an initial public offering. We are a subsidiary of TPG Operating Group, which is indirectly controlled by the Public Company. The officers, directors, members, managers and personnel of TPG, including certain key persons, can be expected to take into account certain considerations and other factors in connection with the management of the business and affairs of the TPGRE Vehicles and their affiliates that would not necessarily be taken into account if we were not under the control of a publicly listed company, and certain of them have fiduciary duties to shareholders of the Public Company that could conflict with their duties to the TPGRE Vehicles. For example, although TPG believes its reputation in the marketplace will provide a benefit to the TPGRE Vehicles, we could decline to undertake investment activity or transact with a counterparty on behalf of the TPGRE Vehicles for reputational reasons, and these decisions could result in the TPGRE Vehicles forgoing a profit or suffering a loss. For additional information regarding the Public Company, please refer to its public filings, which may be accessed through the web site of the SEC ([www.sec.gov](http://www.sec.gov)) or TPG (<https://shareholders.tpg.com>). Similarly, we have permitted and reserve the right to permit third-party investors (including certain TPGRE Investors in consideration of a capital commitment to a TPGRE Vehicle) to hold material direct or indirect equity and/or debt interests in, participate in fees and/or carried interest of or provide other forms of financing to, other TPG-related vehicles, in each case, including the general partners, management companies and/or other subsidiaries of TPG Operating Group that are entitled to receive payment of management fees and carried interest from a TPGRE Vehicle and/or Related Fund as well as entities we form to exercise our rights or discharge our obligations under the Governing Documents. This includes debt financing that is recourse to TPG and/or its employees as well as non-recourse debt, such as a securitization structure. TPG and/or its employees could also, but are not required to, participate in such vehicles by holding direct or indirect equity and/or debt interests. Any of the foregoing vehicles could be used to fund TPG's capital commitments to TPGRE Vehicles and/or Related Funds, including the required minimum commitment as well as any additional commitments permitted following the end of the fundraising period. In addition, TPG-related vehicles could make additional commitments and subsequently transfer all or a portion of such amount to a third party. Further, commitments by TPGRE Personnel or by other persons who are associated with TPG or their respective family members, estate planning vehicles or affiliates may be used by us to satisfy our required commitment to a TPGRE Vehicle. TPGRE Personnel are not required to be involved in the investment activities of a TPGRE Vehicle, and the determination of whether a person is "otherwise associated with TPG" is made by us in our discretion. These practices could have the effect of reducing the amount of management fees and carried interest (as applicable) received directly or indirectly by TPG Operating Group and/or the management companies and the general partners (including carried interest received by persons responsible for operating a TPGRE Vehicle and/or Related Fund) and/or the amount of capital contributed or remaining at risk by persons responsible for operating the TPGRE Vehicles and/or Related Funds, and lessening the alignment of interests between such persons and the investors in such TPGRE Vehicles and/or Related Funds.

### *Conflicts Related to the Valuation of Assets*

We generally determine, in our discretion, the fair value of each TPGRE Vehicle's assets on a quarterly basis. While we follow rigorous valuation methodologies and procedures that are designed to ensure that our fair value determinations are strictly the product of the application of U.S. generally accepted accounting principles ("U.S. GAAP"), we have incentives (and thus a potential conflict of interest) to arrive at higher valuations. First, when we determine that the fair value of an investment by certain TPGRE Vehicles is less than the capital contributions made with respect to it, we are obligated under the relevant Governing Documents to write down the asset, and the TPGRE Vehicle may need to receive proceeds in the amount of the write down, before its general partner could begin to receive carried interest. A decision not to write down an investment would avoid this negative impact on the amount of carried interest due to the general partner. Second, we will regularly report to investors in the TPGRE Vehicles, prospective investors and the investor community more generally metrics of the TPGRE Vehicles' performance, such as rates of return and multiples-of-money, whose calculation depends on the value of the TPGRE Vehicles' investments, including unrealized investments. For example, investors may receive annual audited financial statements, quarterly unaudited financial statements and other communications, such as updates at our investors' conferences, that reflect our valuations. These reports are an indication of the overall health of the TPGRE Vehicles and are important to our efforts to attract investors to TPGRE Vehicles and Related Funds. An objective of our valuation methodologies and procedures is to eliminate any influence these incentives can have on our fair value determinations.

Our valuations will be based to a large extent on our estimates, comparisons and qualitative evaluations of private information (including information from portfolio investments), which can be incomplete or inaccurate. It is possible investors therefore will not be able to replicate our methodology or to value accurately the TPGRE Vehicles' investments. The amount of judgment and discretion inherent in valuing assets renders valuations uncertain and susceptible to material fluctuations over possibly short periods of time; substantial write-downs and earnings volatility are possible. Valuations are inherently subjective in certain respects and rely on a variety of assumptions, including assumptions about projected cash flows for the remaining holding periods for the investments, market conditions at the time of such valuation and/or any anticipated disposition of the investments, legal and contractual restrictions on transfers that would limit liquidity, and any transaction costs related to, and the timing and manner of, any anticipated disposition or realization of the investments, which could differ from the assumptions and circumstances on which the valuations are based. Accurate valuations are more difficult to obtain in times of low transaction volume because there are fewer market transactions that can be considered in the context of a valuation. Our determination of an investment's fair value may differ materially from the value that would have been determined if a ready market for the securities or property or other investments had existed and the valuations the general partners of other funds or other third parties ascribe to the same investment. Our valuation of an investment at a measurement date could also differ materially from the value that is obtained upon the investment's exit.

We may permit deviations from U.S. GAAP and/or a TPGRE Vehicle's written valuation policies and procedures where they consider it to be appropriate, acting always in accordance with applicable, laws, regulations and rules applicable to each TPGRE Vehicle.

### *Conflicts Relating to Fee Structure and Carried Interest*

Certain TPGRE Vehicles have fixed investment periods after which capital is only permitted to be drawn down in limited circumstances, and management fees are, at certain times during the life of those TPGRE Vehicles, based upon capital invested by the TPGRE Vehicles. This fee structure creates an incentive to defer the realization of investments and/or deploy capital when we would not otherwise have done so.

See also “*Item 6 – Performance-Based Fees and Side-by-Side Management*” for a description of the other conflicts that arise as a result of the methodology for determining the amount of carried interest earned by the general partner of a TPGRE Vehicle.

### *Conflicts Relating to Portfolio Fees*

As described in Item 5 above, we will often perform certain services for, and, consistent with the Governing Documents, will receive fees or reimbursements from, actual or prospective portfolio investments or other investment vehicles of the TPGRE Vehicles. Such fees will be in addition to any management fees or carried interest the TPGRE Vehicles pay us. This creates a conflict of interest between ourselves and the TPGRE Vehicles and their investors because the amounts of these fees and reimbursements are often substantial and the TPGRE Vehicles and, except in connection with the reductions described below, their investors generally do not have an interest in these fees and reimbursements. We generally determine the amount of these portfolio fees and reimbursements in our own discretion, subject to agreements with sellers, buyers, management teams, the boards of directors of or lenders to portfolio investments and/or third-party co-investors. There are also circumstances (such as the occurrence of an initial public offering or a sale where the TPGRE Vehicle maintains a material interest) that will accelerate the payment of a portion of such fees or otherwise result in the payment of other exit, performance-based or termination fees, which may have an adverse impact on the portfolio investments.

Although these portfolio fees are in addition to the management fees, we will in many circumstances be obligated to reduce the amount of management fees paid by the applicable TPGRE Vehicle by an amount equal to all or a portion of such portfolio fees. The specific amount and nature of this reduction varies among TPGRE Vehicles and is generally set forth in the Governing Documents of the applicable TPGRE Vehicle. Entities other than TPGRE Vehicles that participate in investments alongside the TPGRE Vehicles (such as entities through which we and certain of our employees and affiliates invest alongside the TPGRE Vehicles) often have a right to share in such fees, and management fees will generally not be reduced in connection with the receipt of such entities’ share of such fees. In many cases with respect to the implementation of such arrangements, there is not an independent third party involved on behalf of the relevant portfolio investment and therefore the fees are not subject to a market check. Therefore, a conflict of interest exists in the determination of any such fees and other related terms in the applicable agreement with the portfolio investment by virtue of the fact that we are acting on behalf of both parties. Furthermore, as noted above, a TPGRE Vehicle will, in most cases, only benefit with respect to its allocable portion of any such fee and not the portion of any fee allocable to another entity, including, if applicable, a Co-Investment Vehicle. As some TPGRE Vehicles do not pay management fees (e.g., certain Co-Investment Vehicles), or do not have offset provisions requiring the reduction of management fees, any such reduction will not benefit such TPGRE Vehicles.

### *Conflicts Related to the Employee Retirement Income Security Act of 1974*

Although TPGRE Vehicles are not currently expected to hold “plan assets” subject to ERISA, one or more TPGRE Vehicles or Related Funds may, from time to time, hold “plan assets” subject to ERISA. If a TPGRE Vehicle or Related Fund holds “plan assets” subject to ERISA, we and certain related entities would be classified as “fiduciaries” under ERISA with respect to the plan assets of such vehicles when acting on behalf of such vehicles. ERISA imposes certain general and specific responsibilities and restrictions on fiduciaries with respect to plan assets. As a result, in the event a TPGRE Vehicle or Related Fund holds “plan assets” subject to ERISA, such TPGRE Vehicle or Related Fund may be prohibited from entering into certain transactions if the investment would violate ERISA with respect to such TPGRE Vehicle or Related Funds, or may be obligated to take certain actions or refrain from taking certain actions in order to avoid a violation of ERISA with respect to such TPGRE Vehicle or such Related Funds.

### *Conflicts Arising from the Exit of Certain Investments*

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

### *Conflicts Related to the Interpretation of Governing Documents and Other Legal Requirements*

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

### *Conflicts Related to the Withholding of Certain Information*

The Governing Documents of certain TPGRE Vehicles generally permit each such TPGRE Vehicle’s general partner to withhold information from certain limited partners or investors in such

TPGRE Vehicle in certain circumstances. For instance, information will at times be withheld from limited partners that are subject to Freedom of Information Act or similar requirements. The general partner will also from time to time elect to withhold certain information to such limited partners for reasons relating to the general partner's public reputation or overall business strategy, despite the potential benefits to such limited partners of receiving such information.

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

## **ITEM 12 – BROKERAGE PRACTICES**

### ***Investment or Brokerage Discretion***

For each of the TPGRE Vehicles, we have sole discretion over the purchase and sale of investments (including the size of such transactions) and the broker or dealer, if any, to be used to effect transactions. We seek the best price and execution available except to the extent we are permitted to pay higher brokerage commissions in exchange for brokerage and research services. "Best execution" means obtaining for a TPGRE Vehicle the lowest total cost (in purchasing a security) or highest total proceeds (in selling a security), subject to the circumstances of the transaction and the quality and reliability of the executing broker or dealer. Best execution is not limited solely to the consideration of the best available commission rate.

In selecting brokers or dealers, we generally consider various factors, including

- the broker-dealer's reputation, experience and financial stability;
- the broker-dealer's ability to maintain our anonymity;
- the broker-dealer's ability to provide competitive pricing;
- the transaction's size and timing;
- the broker-dealer's ability and willingness to commit capital and provide prompt and accurate execution and settlement;
- whether the broker-dealer makes a market in a security and/or finds sources of liquidity;
- the nature of the market for the security and the difficulty of execution;

- the broker-dealer's trading expertise, including its ability to minimize total trading costs and to trade without unduly impacting the market;
- the belief that the broker-dealer charges fair and reasonable fees for trades, and that the TPGRE Vehicles have been treated fairly and honestly in prior trades;
- the quality of execution and service rendered by the broker-dealer in prior transactions;
- any proprietary research and investment ideas; and
- our overall relationship with the broker-dealer.

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

We have no formal arrangements with specific brokers or dealers to receive research or other services beyond transaction execution in exchange for brokerage commissions from client transactions (so-called "soft dollar" arrangements). However, we may select brokers or dealers who provide us research reports and services, including

- proprietary broker-dealer company research and analyses;
- oral and written reports, statistics and advice about the economy, industries and individual securities' or company investment opportunities;
- reports on underwriting activity, bank rates, loan defaults, loan new issuance volumes and other capital markets statistics; and
- opportunities to confer with company management.

In accordance with Section 28(e) of the Exchange Act, broker-dealers providing such services are from time to time paid commissions on transactions for TPGRE Vehicles in excess of those that other broker-dealers not providing such services might charge so long as we determine in good faith the amount of commissions is reasonable in relation to the value of the brokerage and research services provided, taking into account all of the accounts over which we exercise investment discretion. Recognizing the value of the brokerage and research services provided, we from time to time allow a brokerage commission or negotiated term in excess of that which another broker might have charged for effecting the same transaction. A conflict of interest exists when a broker-dealer provides such research services, as we will have an incentive to favor such broker-dealer over another that may charge lower commissions.

We periodically evaluate the overall reasonableness of the brokerage commissions and negotiated terms paid to or made with broker-dealers with respect to client transactions by, among other things, seeking to compare such commissions and terms with the commission rates and negotiated terms being charged by and entered into with other comparable broker-dealers. We also



periodically review the past performance of the broker-dealers with whom we have placed orders to execute TPGRE Vehicle transactions in light of the factors discussed above.

Please refer to the section above entitled “*Conflicts Related to the Hiring of Asset Managers or Servicers*” for a discussion of potential conflicts of interests that affect our choice of service providers, including broker-dealers.

### ***Cross Transactions***

Generally, we do not effect cross transactions between TPGRE Vehicles and Related Funds (a “cross-fund transaction”); however, they may be effected in rare instances. Such cross-fund transactions create conflicts of interest because, by not exposing such buy and sell transactions to market forces, a TPGRE Vehicle may not receive the best price otherwise possible, or we might have an incentive to improve the performance of one TPGRE Vehicle or a Related Fund by selling underperforming assets to another TPGRE Vehicle in order, for example, to earn fees. Additionally, in connection with such transactions, we

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

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

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

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

In effecting these transactions, we will seek to ensure that the purchase or sale is effected at a price that is comparable to what price could be obtained through an arm’s-length transaction with a third party and that is otherwise fair to both parties. We will maintain documentation to memorialize the basis for determining fairness in pricing. Neither we nor any of our affiliates will receive any compensation for effecting a cross-fund transaction.

### ***Continuation Vehicles and Continuation Transactions***

We are permitted, in our sole discretion, to establish one or more continuation vehicles with respect to one or more portfolio investments and holding long-dated investments and/or investments targeting a lower return, among other purposes (each, a “Continuation Vehicle”). Subject to

certain limitations, the TPGRE Vehicles may sell one or more of their portfolio investments to any such Continuation Vehicle, on such terms that we determine to be fair and reasonable to the TPGRE Vehicles so long as the consideration for such transaction has been validated pursuant to a valuation of such portfolio investments and such transaction is not objected to by the TPGRE Vehicles' advisory committee, in each case in accordance with the TPGRE Vehicles' Governing Documents (each, a "Continuation Transaction"). In addition, we are authorized, in our sole discretion, to offer one or more investors (and/or one or more co-investors or other direct or indirect investors in such investment) the ability to continue holding a direct or indirect interest in such investment (a "Retained Interest"). Given that (i) we may charge management fees, carried interest, or other compensation from the buyer of such investment in return for providing post-sale advisory or similar services (including reimbursements for costs and expenses) in connection with any Continuation Transaction or Retained Interest and (ii) we can potentially benefit to a greater extent in pursuing a Continuation Transaction or Retained Interest over other types of transactions when pursuing the TPGRE Vehicles' exit from any investment. This creates the potential for conflicts of interest, and such conflicts will not restrict us from utilizing a Continuation Transaction or Retained Interest if we determined to do so in our sole discretion and such utilization is permitted by the TPGRE Vehicles' Governing Documents. For example, it is possible that new investors will be subscribing for interests in the Continuation Vehicle ("Funding Investors") alongside investors that are offered the opportunity to roll their interests in the underlying investments ("Rolling Investors") and that Funding Investors may participate in any such Continuation Transaction on terms that are more or less favorable than the terms offered to Rolling Investors, resulting in additional conflicts of interest between the interests of Funding Investors and Rolling Investors. In addition, Funding Investors may participate on terms that could result in dilution of Rolling Investors' indirect interests in the relevant underlying investments and could adversely affect returns to such Rolling Investors. Also, as a consequence of the potential for Funding Investors to be offered preferred economics in the Continuation Vehicle, the amount and timing of returns to a Rolling Investor from a Continuation Vehicle may not be the same as those for the Funding Investors, which may be paid in priority to returns to the Rolling Investors. Similarly, the terms applicable to any investor's retained interest may be less favorable than the terms applicable to other interests in the relevant underlying investment that are sold by the TPGRE Vehicles. Because of the potential for a requirement for an investor in the Continuation Vehicle to make an investment in a TPGRE Vehicle or Related Fund or a commitment to invest in a future TPGRE Vehicle or Related Fund, this (a) incentivizes us to favor such investors because of the potential for us and our affiliates to earn additional management fees with respect to any such investment or commitment to invest, and (b) could affect the price such investors offer to purchase the asset from the selling TPGRE Vehicle or Related Fund. Additionally, conflicts of interest arise in continuation transactions as a result of the allocation of fees and expenses, because fees and expenses will be incurred in connection with the transaction, and we might determine to allocate bankers' fees and certain other fees and expenses solely to selling investors and not to certain investors in the Continuation Vehicle or vice versa.

### ***Trade Aggregation***

In pursuing our investment objectives, we from time to time cause TPGRE Vehicles to purchase and sell publicly traded securities through brokers. If we have determined to sell or purchase a publicly traded security at the same time for more than one TPGRE Vehicle, the Chief Compliance Officer or his/her designee seek to ensure that combined orders for all TPGRE Vehicles are

generally placed while assigning pre-order allocations. If an order for more than one TPGRE Vehicle cannot be fully executed, we typically “bunch” buy or sell orders for two or more TPGRE Vehicles into a single large order, and place the bunched order with a single broker or dealer for execution. In many instances, such “bunching” of orders can result in lower commissions, a more favorable net price or more efficient execution than if each TPGRE Vehicle’s order were placed separately. There may, however, be instances in which order bunching results in a less favorable transaction than a particular TPGRE Vehicle would have obtained by trading separately. Similarly, when orders are not bunched, there may be circumstances when purchases or sales of portfolio securities for one or more TPGRE Vehicles will have an adverse effect on other TPGRE Vehicles. We are not obligated to place all transactions on a “bunched” basis. We generally will seek to avoid putting any TPGRE Vehicle at an advantage or disadvantage compared to other TPGRE Vehicles that are buying or selling the same security. Each TPGRE Vehicle participating in a “bunched” order generally participates at the same price as all other participants, and all transaction costs on the order are generally allocated pro rata to all participating TPGRE Vehicles.

### **ITEM 13 – REVIEW OF ACCOUNTS**

#### ***Review of Accounts***

The investment portfolios of the TPGRE Vehicles are generally private, illiquid and long-term in nature; accordingly, our review of them is not directed toward a short-term decision to dispose of securities. However, we closely monitor the TPGRE Vehicles’ portfolio investments and generally maintain an ongoing oversight position in such portfolio investments.

In addition, with respect to investments such as bank and other loans, financings, originations and related credit, fixed income and other instruments and claims, we continually review and analyze existing investment positions to attempt to identify issues early on and to take action when necessary. We meet periodically with members of our investment review committee to update them on such portfolio positions and related matters.

#### ***Reporting***

We generally do not provide formal written reports to any TPGRE Vehicle unless specifically requested by the general partner of the vehicle. We generally report to investors in a TPGRE Vehicle in accordance with the applicable Governing Documents.

### **ITEM 14 – CLIENT REFERRALS AND OTHER COMPENSATION**

For information regarding any economic benefits we receive from non-clients, including a description of related conflicts of interest, please see “*Item 10 – Other Financial Industry Activities and Affiliations*” above. In addition, as discussed in Item 11, we and our related persons, in certain instances, receive discounts on products and services provided by portfolio investments held by TPGRE Vehicles and/or the customers or suppliers of such portfolio investments.

### **ITEM 15 – CUSTODY**

Not applicable.

## **ITEM 16 – INVESTMENT DISCRETION**

Pursuant to the Advisory Services Agreement of each Fund and certain Co-Investment Vehicles, and subject to the direction and control of the general partner of such Fund or Co-Investment Vehicle, we generally perform the day-to-day investment operations of each such Fund and Co-Investment Vehicle in accordance with the terms and conditions of the Advisory Services Agreement and Governing Documents of such Fund or Co-Investment Vehicle.

Some Co-Investment Vehicles are established to invest alongside one or more Funds in one or more particular investment opportunities. Because a Co-Investment Vehicle is typically contractually required, as a condition of its investment, to exit its investment in the particular investment opportunity at the same time and on the same terms as the applicable Fund that also is invested in the particular investment opportunity, we generally will not have any discretion to invest the assets of such Co-Investment Vehicles independent of such contractual requirements.

## **ITEM 17 – VOTING CLIENT SECURITIES**

We have been delegated the authority to vote proxies (which, for these purposes, includes other corporate actions, such as consent requests) regarding securities held by the TPGRE Vehicles. We have adopted and implemented policies and procedures reasonably designed to ensure that we vote proxies in the best interests of the TPGRE Vehicles. In exercising our voting discretion, we seek to avoid any direct or indirect conflict of interest between the TPGRE Vehicles and the voting decision.

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

TPGRE Vehicles generally cannot direct our vote.

Our Chief Compliance Officer or his/her delegate (a “Proxy Reviewer”) is responsible for monitoring proxy decisions for any actual or perceived conflicts of interests. All proxy voting decisions require a mandatory conflicts of interest review by a Proxy Reviewer, which includes consideration of whether we or any investment professional or other person recommending how to vote the proxy has an interest in how the proxy is voted that may present a conflict of interest. When the Proxy Reviewer deems appropriate in his/her sole discretion, unaffiliated third parties may be used to help resolve conflicts or to otherwise assist us in fulfilling all or part of our voting obligations. In this regard, the Proxy Reviewer has the power to retain independent fiduciaries, consultants or professionals to assist with proxy voting decisions and/or to delegate to such persons voting and/or consent powers in accordance with our proxy voting policies and procedures.

When voting proxies on behalf of TPGRE Vehicles, we vote in a manner that we believe is consistent with the best interest of the TPGRE Vehicles, which may include agreeing with a third party to vote on a matter in a particular manner if we deem such agreement to be in the best interest

of the TPGRE Vehicles. We do not permit proxy voting decisions to be influenced in any manner that is contrary to, or dilutive of, this guiding principle.

In accordance with the requirements of the Advisers Act, we maintain records of our proxy voting for at least five years and, at a TPGRE Vehicle's request, will furnish proxy voting information, free of charge, to the requesting TPGRE Vehicle within a reasonable period of time (usually within ten business days). TPGRE Vehicles may request proxy voting information by contacting the Chief Compliance Officer at (817) 871-4000 or by writing to TPG Real Estate Advisors, LLC, Attn: Chief Compliance Officer, at 301 Commerce St., Suite 3300, Fort Worth, Texas 76102.

#### **ITEM 18 – FINANCIAL INFORMATION**

Not applicable.