

**Item 1 – Cover Page**

The Blackstone logo consists of the word "Blackstone" in a white, serif font, centered within a solid black rectangular background.

**Blackstone Multi-Asset Advisors L.L.C.**

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[www.blackstone.com](http://www.blackstone.com)

as of March 28, 2024

Form ADV, Part 2; the “Brochure”, required by the Investment Advisers Act of 1940, as amended (“Advisers Act”), provides information about the qualifications and business practices of Blackstone Multi-Asset Advisors L.L.C. (“BMAA”).

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

Additional information about BMAA is also available at the SEC’s website [www.adviserinfo.sec.gov](http://www.adviserinfo.sec.gov) (click on the link “Investment Adviser Search”, select “Investment Adviser Firm” and type in our firm name “Blackstone”). The search results will provide you with both Parts 1 and 2A of our Form ADV. If you would like another copy of this Brochure, please download it from the SEC website as indicated above or you may contact BMAA’s Chief Compliance Officer, Anna Guerin, at (212) 583-5000 or [Anna.Guerin@Blackstone.com](mailto:Anna.Guerin@Blackstone.com).

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

## **Item 2 – Material Changes**

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

However, please carefully read Items 4, 5, 6, 7, 8, 10, 12, 13, 15 and 16, which have expanded upon and/or clarified the description of certain advisory businesses, fees and expenses, performance-based fees and side-by-side management, client types, potential risks of loss, potential conflicts of interest, brokerage practices, review of accounts, custody interpretation and investment discretion authority, respectively.

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

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#### **Item 4 – Advisory Business**

Blackstone Multi-Asset Advisors L.L.C. (“BMAA”), a Delaware limited liability company, formerly known as Blackstone Total Alternatives Solution Advisors L.L.C., was founded in 2014 as part of Blackstone (as defined below). As an umbrella advisor, BMAA currently consists of Blackstone Total Alternatives Solution (“BTAS”) and engages in other advisory activities outside of BTAS as described herein.

BMAA, through BTAS, provides investment advisory services to pooled investment vehicles (the “BTAS Partnerships”), managed accounts or arrangements or alternative investment vehicles relating to the foregoing and other investment vehicles (including successor vehicles) having the same or similar investment objectives as the BTAS Partnerships (collectively, the “BTAS Funds” and each, a “BTAS Fund”). BMAA is responsible for the management of the BTAS Funds’ investment program pursuant to an investment advisory agreement entered into between each BTAS Fund and BMAA, and has the authority to make commitments to investments and to make investment allocation and management decisions for the BTAS Funds on a discretionary basis. BMAA will seek to invest each BTAS Fund’s assets into a variety of appropriate investment opportunities primarily by investing each BTAS Fund’s assets in or alongside Other Blackstone Clients (as defined below). Subject to the investment limitations of each BTAS Fund, BTAS may also invest in or alongside investment funds, vehicles or accounts managed by third parties (“Third Party Vehicles”) and in other appropriate investment opportunities selected by BMAA in accordance with the BTAS Funds’ investment objectives. As used herein, the Other Blackstone Clients and Third Party Vehicles are collectively referred to as the “Underlying Accounts” or “Underlying Vehicles” and the managers of the Other Blackstone Clients and the Third Party Vehicles are collectively referred to as the “Underlying Managers.”

BMAA also advises other types of investment vehicles and managed accounts or arrangements, including various side-by-side investment vehicles sponsored by Blackstone (collectively, the “SBS Vehicles” and each, an “SBS Vehicle”) that invest alongside various underlying Blackstone sponsored funds and/or Other Blackstone Clients (directly or indirectly). With respect to the SBS Vehicles, BMAA provides administrative and other services, including determining the commitment to investments with respect to the SBS Vehicles across various underlying investment strategies. However, as of the date hereof, BMAA does not currently expect there to be any new capital commitments or investments in the SBS Vehicles advised by BMAA in the near future.

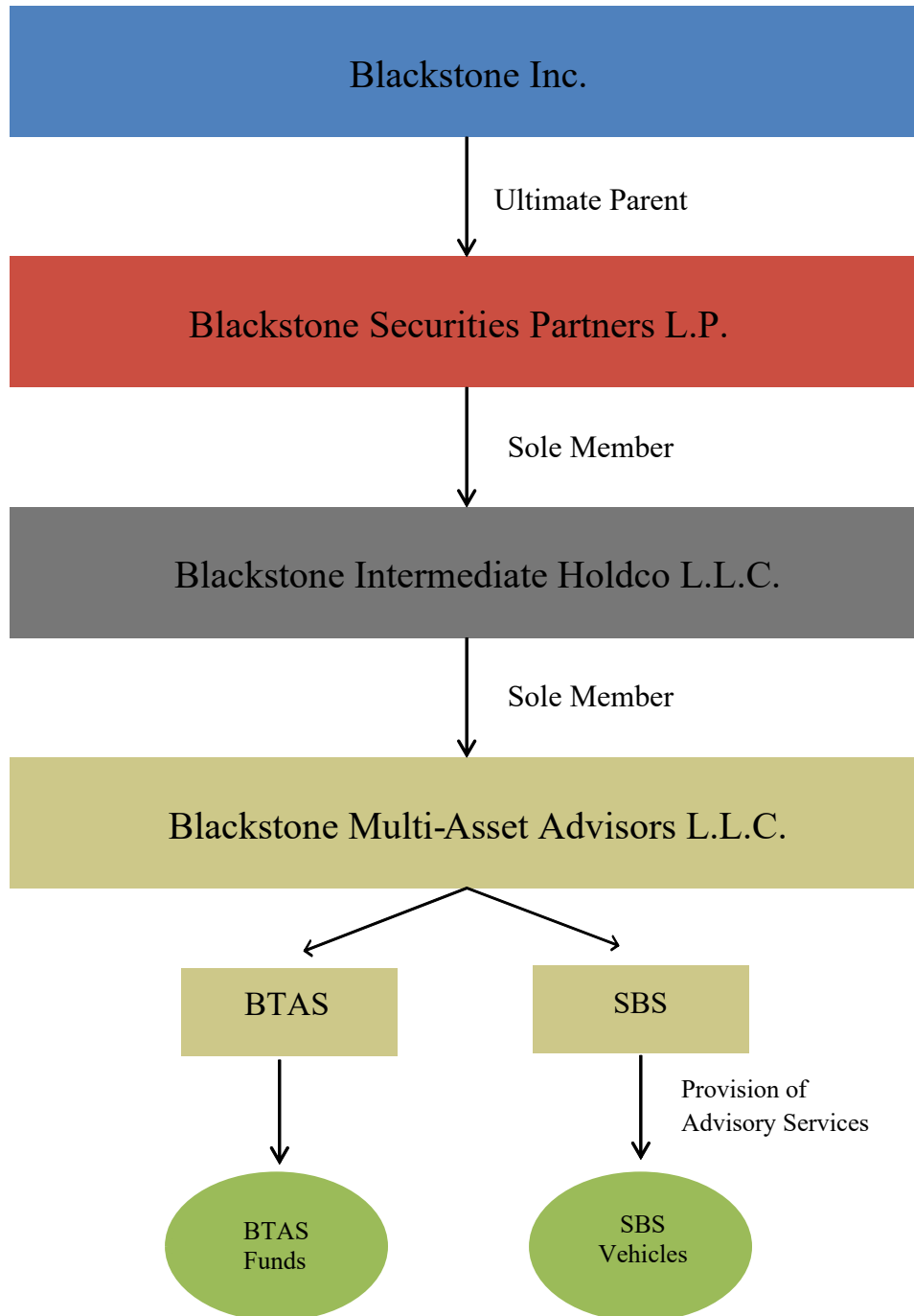
For purposes hereof, the foregoing clients of BMAA, including the BTAS Funds and the SBS Vehicles are referred to herein as the “BMAA Clients”. BMAA, as adviser to the SBS Vehicles, acts separately from BTAS when it provides administrative and other services with respect to the SBS Vehicles.

Blackstone Inc. (together, with its affiliates, “Blackstone”) is the ultimate parent of BMAA and is a publicly traded corporation that has common shares which trade on the New York Stock Exchange under the symbol “BX”. Blackstone Intermediary Holdco L.L.C. is the sole member of BMAA. Blackstone Securities Partners L.P. (“BSP”) is the sole member of Blackstone Intermediary Holdco L.L.C. Blackstone Holdings I L.P. is the general partner of BSP. Blackstone Holdings I/II GP L.L.C. is the general partner of Blackstone Holdings I L.P. Blackstone Inc. is the controlling shareholder of Blackstone Holdings I/II GP L.L.C. Please

see the chart on the next page.<sup>1</sup> Blackstone is a leading global alternative investment manager with investment vehicles focused on private equity, real estate, hedge fund solutions, credit, secondary funds, tactical opportunities, infrastructure, insurance solutions and life sciences. Please see Item 10 – Other Financial Industry Activities and Affiliations and Item 11 – Code of Ethics for more information.

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<sup>1</sup> The chart on the next page is a simplified version and does not include a depiction of Blackstone Holdings I L.P. or Blackstone Holdings I/II GP L.L.C.



## Overview of BTAS Advisory Services

As investment advisor to the BTAS Funds, BMAA:

- ▶ Identifies investment opportunities for the BTAS Funds
- ▶ Participates in the monitoring and evaluation of the BTAS Funds' investments
- ▶ Makes recommendations to the general partners of the BTAS Funds regarding the purchase and/or sale of investments and allocation decisions, as further described herein

The individual needs of the investors in the BTAS Funds are not the basis of investment decisions by BMAA. Investment advice is provided directly to the BTAS Funds by BMAA and not individually to the BTAS Funds' respective investors. Investors in the BTAS Funds are entitled to the rights and benefits described in the applicable confidential offering memorandum, limited partnership agreements, investment advisory agreements, subscription documents and other applicable constituent fund documents of each BTAS Fund (the "BTAS Fund Constituent Documents").

With respect to the BTAS Funds, the BTAS investment committee (the "BTAS Investment Committee"), which includes certain Blackstone Senior Managing Directors and Managing Directors, determines the investment policy and guidelines of each BTAS Fund.

The BTAS Investment Committee is responsible for determining the allocation of investment opportunities among BTAS Funds that have active, overlapping investment periods based on such factors as it determines in good faith to be appropriate, which may include, but not limited to:

- ▶ Each BTAS Fund's existing investment in the relevant Blackstone Asset Classes (as defined below)
- ▶ The investment limitations of each BTAS Fund
- ▶ The potential for the proposed investment opportunity to create an industry or sector imbalance in the portfolio of any of the relevant BTAS Funds
- ▶ The current investment pace and proximity of each relevant BTAS Fund to the end of its specified term/investment period
- ▶ The target deployment levels for each BTAS Fund
- ▶ The tax consequences of such investment to each BTAS Fund and/or its underlying investors
- ▶ Each BTAS Fund's availability of leverage and any requirements or other terms of any existing leverage facilities to which such BTAS Fund is a party
- ▶ Such other considerations deemed relevant by the BTAS Investment Committee

The allocation policies and procedures permit deviations from such policies and procedures if certain circumstances arise that are enumerated in the BTAS Allocation Framework and Strategy Identification (the "Allocation Framework") or where strict compliance with such allocation policies and procedures may not be possible and/or if unusual or extraordinary conditions warrant deviation from standard practices. In such circumstances, the BTAS Investment Committee (or the BTAS portfolio management team (the "BTAS Portfolio Management Team"), pursuant to the authority delegated to it by the BTAS Investment Committee, as described below) shall determine the appropriate actions which, in its reasonable judgment, will serve the best interests of, and will be fair and reasonable with respect to, all of the BTAS Funds.

The BTAS Investment Committee, along with the BTAS Portfolio Management Team, will also seek to ensure strategy diversification within a given BTAS Fund pursuant to the applicable BTAS Fund Constituent Documents. If a commitment is made to an investment that is also being made by two or more Other Blackstone Clients which are part of different Blackstone Asset Classes, the BTAS Portfolio Management Team will make an allocation determination for the purposes of the Blackstone Asset Class and fund strategy diversification limits. In making such determination, the BTAS Portfolio Management Team will consider the following factors:

- ▶ The primary Blackstone investment committee approving the transaction
- ▶ The primary Blackstone investment team undertaking the due diligence on the investment opportunity
- ▶ The primary investment objective of the Other Blackstone Clients
- ▶ The fundamentals of the investment, such as geography and target asset
- ▶ The relative amounts of capital committed by the Other Blackstone Clients
- ▶ The relative amounts of capital committed by the BTAS Funds through fund life commitments and periodic elections to the Other Blackstone Clients
- ▶ The source of the investment opportunity
- ▶ Other considerations deemed relevant by the BTAS Investment Committee

Pursuant to the Allocation Framework, the classification of each investment will be tracked by the BTAS Portfolio Management Team to ensure compliance with the investment guidelines of the applicable BTAS Fund. From time to time, Blackstone will launch new strategies that were not in existence at the time of the BTAS program launch and these will be classified pursuant to the guidelines set out in the Allocation Framework.

### **Other Activities**

BMAA advises other types of investment vehicles and managed accounts or arrangements, such as the SBS Vehicles that it has advised in the past that invest alongside various underlying Blackstone sponsored funds and/or Other Blackstone Clients (directly or indirectly). When serving as adviser to an SBS Vehicle, BMAA provides services pursuant to the applicable confidential offering memorandum, limited partnership agreements, investment advisory agreements, subscription documents and other applicable constituent documents relating to each SBS Vehicle (the “SBS Vehicle Constituent Documents” and together with the BTAS Fund Constituent Documents, the “Constituent Documents”).

When serving as adviser to the SBS Vehicles, BMAA makes decisions with respect to commitments to underlying strategies as part of the “side-by-side” investment program in accordance with the applicable investment allocation framework and by balancing a variety of factors, including, but not limited to:

- ▶ Long-term fundamentals
- ▶ Risk profile of the Underlying Vehicles
- ▶ The primary investment objective of the Other Blackstone Clients
- ▶ Positive growth prospects
- ▶ Availability of opportunities to invest in or alongside Underlying Vehicles



Please see Item 8 – Methods of Analysis, Investment Strategies and Risk of Loss for more information.

**Assets Under Management**

BMAA's regulatory assets under management are approximately \$9,485,130,802 all of which are managed on a discretionary basis. This regulatory assets under management number consists of \$9,463,405,523 (measured as of December 31, 2023) in the BTAS Funds and \$21,725,278 (measured as of December 31, 2023) in the SBS Vehicles.

## Item 5 – Fees and Compensation

### Management Fees

With respect to the BTAS Funds, per the investment advisory agreements with each of the BTAS Funds, BMAA is entitled to compensation for its services to the BTAS Funds in the form of a management fee (“Management Fee”), in the amount and on the terms and conditions described in the relevant BTAS Fund Constituent Documents. The Management Fee paid by BTAS Fund investors will be reduced by an amount equal to the sum of (i) 100% of net break-up and topping fees borne by such BTAS Fund and allocated to such investors, and net commitment fees and (ii) 100% (or, with respect to certain BTAS Funds, 70%) of net monitoring, transaction, financing (solely associated with such BTAS Fund providing financing to a Portfolio Entity), divestment, directors’ and organizational fees received by BMAA and its affiliates; *provided*, that the amount of any such fees will be allocated between the relevant BTAS Fund(s) and any Other Blackstone Client(s) on a *pro rata* basis. Additionally, to the extent any BTAS Fund incurs (a) placement fees with respect to a BTAS Fund investor or (b) administrative servicing fees payable to an administrator of any BTAS Fund investor that is a feeder fund investing in the BTAS Fund in respect of such BTAS Fund investor, in each case, Management Fees will be reduced on a dollar-for-dollar basis. The amount of such fees that are allocable to the Other Blackstone Client(s) generally do not offset the Management Fees payable by investors in the relevant BTAS Fund(s), even if such Other Blackstone Clients provide for lower or no management fees for the investors or participants therein (such as the vehicles established in connection with Blackstone’s side-by-side co-investment rights, which generally do not provide for a management fee or performance-based compensation payable by participants therein). Such fees will be net of reasonable out-of-pocket expenses incurred by BMAA or its affiliates (and not otherwise reimbursed) in connection with the transaction out of which such fees arose. BMAA may also engage and retain on behalf of the BTAS Funds and/or their Portfolio Entities strategic advisors, consultants and other similar professionals who are not employees or affiliates of BMAA and who would, from time to time, receive payments from, or allocations with respect to, Portfolio Entities, and such amounts will not offset the Management Fee paid by the BTAS Funds.

With respect to SBS Vehicles, BMAA will not be entitled to receive a Management Fee for its management services and decisions regarding commitments to investments. However, BMAA will be entitled to an administrative fee and reimbursement for expenses with respect to the SBS Vehicles (as described below).

Certain investors, including related persons, current or former senior advisors, officers, directors and personnel of Blackstone and their family members and family related vehicles, Portfolio Entities of BMAA Clients or Other Blackstone Clients, personnel of PJT Partners Inc. (“PJT”), charitable programs, endowment funds and related entities established by or associated with any of the foregoing and other persons related to Blackstone (“Blackstone Investors”), will not pay Management Fees and/or performance based or carried interest allocations in connection with their investment in the BTAS Funds. Notwithstanding the foregoing, such investors will either directly pay for their *pro rata* share of certain BTAS Fund expenses (as described below), or the *pro rata* amount of such expenses will be allocated to the general partner or its respective affiliates of the relevant BTAS Fund. Such *pro rata* allocation of BTAS Fund expenses will, in certain circumstances, be calculated based on capital commitments, invested capital, available capital or other metrics as determined by the general partner of the relevant BTAS Fund in their sole discretion. Any such methodology (including the choice thereof) involves inherent conflicts and will, in certain circumstances, not result in perfect attribution and allocation of expenses. In addition, the investments in or alongside the BTAS Fund by such Blackstone Investors may account (in whole or in part) for the general partner’s required commitment to the relevant BTAS Fund.

### **Additional Fees and Expenses:**

BMAA's Management Fees, the performance-based allocations and the expenses described herein are not inclusive of all the fees which the BTAS Fund investors will bear. Pursuant to the BTAS Fund Constituent Documents, BMAA is entitled to receive servicing fees from certain investors and a fee for administrative services provided by BMAA or its affiliates to the BTAS Funds, in the amount and on the terms and conditions described in the relevant BTAS Fund Constituent Documents. Additionally, BMAA engages third party service providers, such as custodians, administrators and/or auditors, on behalf of the BTAS Funds and expenses associated with such engagements will be borne by BTAS Fund investors to the extent contemplated by the BTAS Fund Constituent Documents. Investors in a BTAS Fund are allocated their *pro rata* share of such additional fees and expenses. Any determination of whether the fees and costs attributable to Blackstone personnel and related parties reflect market rates or arm's length terms will not take into account any additional fees and costs borne by BMAA Clients with respect to third parties providing similar services (e.g., an external administrator).

The SBS Vehicles pay BMAA an administrative fee. BMAA's administrative fee with respect to SBS Vehicles shall be equal to the amount described in the SBS Vehicle Constituent Documents. This administrative fee is calculated based on each investor's invested capital, in accordance with the SBS Vehicle Constituent Documents, in the SBS Vehicle and paid annually in arrears.

The following is a list of fees and/or expenses that are typically borne by BMAA Clients (and indirectly by investors of BMAA Clients). This list is not intended to be exhaustive and the fees and/or expenses borne by the various BMAA Clients may differ from one BMAA Client to another. Prospective and existing investors in the BTAS Funds and the SBS Vehicles are advised to review the applicable Constituent Documents for a more extensive description of applicable fees and expenses associated with an investment in the BTAS Fund or the SBS Vehicles as applicable.

- ▶ Legal fees (including, for certain BMAA Clients, compensation costs specifically allocated or attributed by BMAA or its affiliates with respect to in-house attorneys (including, without limitation, salary, bonus, and benefits) to provide transactional legal advice and/or services to a BTAS Fund on matters related to potential or actual investments)
- ▶ Regulatory filing fees
- ▶ Costs and expenses incurred in connection with ongoing compliance-related matters and reporting obligations including, for example, Form PF and CFTC filings and with respect to the AIFMD, the European Union Sustainable Finance Disclosure Regulation, and applicable EEA regulations, in connection with the establishment and offering of interests by BMAA Clients and, thereafter, as part of BMAA Clients' ongoing activities
- ▶ Expenses related to Freedom of Information Act and similar requests
- ▶ Risk management
- ▶ Accounting fees
- ▶ Administrative fees, whether paid to Blackstone or a third party
- ▶ Consultant expenses
- ▶ Technology expenses (which will include internally allocated charges for certain BMAA Clients)
- ▶ Accounting and tax fees
- ▶ Taxes and governmental fees

- ▶ Audit fees
- ▶ Brokerage commissions and hedging and currency conversion costs
- ▶ Transaction Fees
- ▶ Interest payments and related fees
- ▶ Custodial, depositary, representative and paying agent and other third party professional fees
- ▶ Operating partner fees and expenses
- ▶ Travel, accommodation and related expenses in connection with BMAA Clients' organization, fundraising and investment activities (including first class and/or business class airfare (and/or private charter, where appropriate), first class lodging, ground transportation, travel and premium meals (including closing dinners and mementos, cars and meals, social and entertainment events with actual or potential Portfolio Entity management and/or employees, customers, clients, borrowers, brokers and service providers)), including any expenses related to attending trade association and/or industry meetings, conferences or similar meetings.
- ▶ Research-related expenses, including news and quotation equipment and services and the costs and expenses of third party research groups utilized by BMAA
- ▶ Broken deal expenses
- ▶ Expenses associated with the preparation of BMAA Clients' periodic reports and related financial and other statements
- ▶ Organization of vehicles through which a BMAA Client invests
- ▶ Expenses of investor meetings
- ▶ Expenses of any litigation involving BMAA Clients or entities in which BMAA Clients have an investment and the amount of any judgments, fines, other governmental fees or charges, remediation or settlements paid in connection therewith
- ▶ Expenses incurred in connection with complying with provisions in investor side letter agreements
- ▶ Liquidated damages, forfeited damages and reverse term fees
- ▶ Expenses of liquidating a fund
- ▶ Expenses of Blackstone-internal printing (including a flat service fee) and publishing (including time spent performing such printing and publishing services)
- ▶ Expenses related to derivatives and other hedging arrangements
- ▶ Insurance (including, but not limited to, the cost of title insurance, general partner liability insurance, and one or more "umbrella" or other insurance policies maintained by Blackstone that cover one or more of Blackstone, BMAA, BTAS, Other Blackstone Clients, and/or their respective affiliates)
- ▶ Indemnification expenses (including advancement of any fees, costs or expenses to persons entitled to such indemnification)

Additionally, as a result of a public health emergency like the COVID-19 pandemic, Blackstone has determined in the past, and may in the future determine, in its discretion, that it is most effective and/or efficient to use private air and/or charter travel due to travel restrictions and/or health and safety considerations, including to and from locations where Blackstone personnel are currently living (even if different than where Blackstone has historically had offices). The cost of such private air or charter travel,

which may be increased due to a public health emergency, may be an expense of BMAA Clients subject to and in accordance with Blackstone's policies. BMAA also may determine to use alternative methods, including the use of technology, when sourcing and conducting diligence on potential investments and monitoring of existing investments.

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

BMAA and its affiliates will also receive break-up and topping fees, transaction fees, financial advisory fees, monitoring and director fees, commitment, organization, financing, divestment, investment banking, consulting, syndication, capital markets advisory fees and other similar fees for arranging acquisitions and other major financial restructurings and other fees and annual retainers from or with respect to persons in which the BTAS Funds acquire or hold investments and from unconsummated transactions. As described above, the Management Fee paid by BTAS Fund investors will be reduced in whole or in part by certain of these fees.

No employee of BMAA accepts or otherwise receives any compensation for the sale of securities or other investment products.

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

In addition to the Management Fees and other fees described in Item 5 that are received by BMAA, pursuant to the BTAS Fund Constituent Documents, the general partners of the BTAS Funds will receive a portion of the profits of investment proceeds from the BTAS Funds with respect to each BTAS Fund investor (other than Blackstone Investors), which is equal to 20% of the amounts otherwise distributable to such investor with respect to any particular investment as further described in the BTAS Fund Constituent Documents. Such allocation of profits is only allocated to the general partners when specific conditions are met, including the return to the investor of an aggregate amount equal to all capital contributed to the applicable BTAS Fund by such investor for realized investments and any writedowns on unrealized investments, fees and expenses allocable to such investment and the receipt of a preferred return on such amounts.

Performance-based fees will not be charged by BMAA with respect to SBS Vehicles. For the avoidance of doubt, the SBS Vehicles invest alongside the underlying Blackstone funds through one or more side-by-side vehicles and will not be subject to performance-based fees, although they will be subject to the administrative fee described herein. As a result, SBS Vehicles will not pay performance-based fees, directly or indirectly, on investments in Underlying Vehicles.

The fact that BMAA's affiliates are in part compensated based on the performance of the BTAS Funds may create an incentive for BMAA to make investments on behalf of investors that are riskier or more speculative than would be the case in the absence of the performance-based compensation arrangement, or time the purchase and/or sale of investments in a manner motivated by the personal interests of Blackstone personnel. However, BMAA manages the BTAS Funds in accordance with the investment strategies disclosed in the applicable Constituent Documents to help ensure that investors are aware of the investment strategy and the risks associated with the strategy. The applicable Constituent Documents contain further details regarding each investment's incentive allocation, strategy and risks.

## Item 7 – Types of Clients

BMAA manages the BTAS Funds. The BTAS Funds' investors can be expected to consist of primarily high net worth individuals (including their related family planning vehicles and family offices). The BTAS Funds' investors can be expected to also consist of public and private retirement and pension plans, state and municipal government agencies, insurance companies, and charitable organizations and foundations. Such investors may invest directly or through a private investment fund managed by a third party.

Investors in the BTAS Funds are not deemed to be clients of BMAA but are entitled to the rights and benefits described in the applicable BTAS Fund Constituent Documents.

All BTAS Fund investors are subject to applicable suitability and securities law requirements. BMAA and the general partners require that each investor in the BTAS Funds be an "accredited investor" as defined in Regulation D under the U.S. Securities Act of 1933, as amended, and a "qualified purchaser" as defined in Section 2(a)(51) of the U.S. Investment Company Act of 1940, as amended (the "Investment Company Act"), and meet other suitability requirements (including, in some circumstances, a person that is not a U.S. Person as defined in Regulation S under the Securities Act). Each BTAS Fund has an investment minimum which may be waived by the applicable general partner.

BMAA Clients also include corporations and similar business entities, pooled investment vehicles that are exempt from registration under the Investment Company Act, and SBS Vehicles (which may include one or more "employee securities companies" within the meaning of the Investment Company Act and other private investment vehicles as part of the Blackstone side-by-side investment program) each of which generally provides for periodic withdrawal rights.

All potential BMAA Client investors are also subject to certain compliance procedures (including anti-money laundering procedures) prior to acceptance of any subscription to any BMAA Client.

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

### **Investment Strategies:**

The investment strategies pursued by BMAA may vary among BMAA Clients.

#### ***BTAS Funds***

The BTAS Funds make commitments to or invest alongside Blackstone investment vehicles, managed accounts or other Blackstone affiliates (including entities in existence as of the date hereof and those that will be formed in the future), including one or more side-by-side investment vehicles and co-investment vehicles or Third Party Vehicles to the following asset classes: (1) private equity investments; (2) real asset investments; (3) credit focused investments; and (4) opportunistic investments (the “Blackstone Asset Classes”). In pursuing its investment objective, BMAA will invest substantially all of the BTAS Funds’ assets in Other Blackstone Clients and Third Party Vehicles or investments in which Other Blackstone Clients and/or Third Party Vehicles participate.

Central to the BTAS Funds’ investment strategy is the precondition that investments have been evaluated and selected by the investment teams of Other Blackstone Clients. Each of Blackstone’s investment businesses employs a thorough investment origination, diligence and selection process, and each such investment must be approved by each group’s respective investment committee. Once investment opportunities have passed through this process, they will be eligible for the BTAS Funds’ investment process. Subject to the investment limitations of each BTAS Fund, BMAA may also invest the relevant BTAS Fund’s assets in or alongside Third Party Vehicles and in other appropriate investment opportunities selected by BMAA in accordance with the BTAS Fund’s investment objective.

The BTAS Portfolio Management Team and the BTAS Investment Committee will continually monitor the portfolios of the BTAS Funds to periodically determine commitments and approve co-investments while leveraging the broader resources of Blackstone.

BMAA will seek to create a portfolio for each BTAS Fund that is consistent with the risk and concentration parameters established for such BTAS Fund by the BTAS Investment Committee. In evaluating allocations and potential investments, the BTAS Portfolio Management Team and the BTAS Investment Committee will perform a variety of quantitative and qualitative analysis. This analysis may include diligence on market trends and macro-economic factors, as well as portfolio construction and monitoring utilizing scenario analysis, risk budgeting and differentiated tools. Due diligence will, in certain circumstances, entail evaluation of important and complex business, financial, tax, accounting, environmental, social, governance and legal issues. As part of the diligence and analysis process, the investment team will draw upon the expertise and advice of professionals from Blackstone’s investment businesses and other groups within the firm.

The BTAS Investment Committee is responsible for reviewing and approving all periodic commitments to each strategy for the BTAS Funds, as well as all co-investments, fund-life commitments to closed-end funds, perpetual life commitments to open-ended funds, and allocation modifications that are not approved as part of the commitment approvals made during the periodic election process. The BTAS Portfolio Management Team will submit a proposed commitment amount to each strategy for that year (or other period) to the BTAS Investment Committee, which will then determine whether or not to approve the recommended commitment amount. The BTAS Portfolio Management Team will have discretion to revise fund-life and co-investment commitment amounts (and cause the BTAS Funds to participate in follow-on investments), up to certain thresholds. Notwithstanding the BTAS Investment Committee’s approval of any proposed commitment amount, various factors could result in the available



or target commitment amount being lower than that which was approved (including, without limitation, a reduction made in the discretion of the general partner of an Other Blackstone Client), in which case the BTAS Portfolio Management Team accordingly will reduce the commitment amount for the applicable BTAS Funds. Furthermore, once committed to an investment, any determinations made by the general partner of the applicable Other Blackstone Client (e.g., restructuring or merger (including any merger with any other Portfolio Entity) of an investment, amendments to a loan, pricing and execution decisions, or other determinations) will generally apply to the relevant BTAS Fund as well so long as any such determination is being made in accordance with the relevant Other Blackstone Client's governing documents and its general partner's policies and procedures. Co-investment opportunities may be considered for BTAS investment based on investment characteristics and existing portfolio exposure. The BTAS Investment Committee will hold formal sessions regularly and ad hoc as required.

### ***Other***

BMAA may act outside of BTAS when advising certain asset classes and/or providing services to BMAA Clients. When BMAA advises such other asset classes, including SBS Vehicles, BMAA may evaluate investments by using an approach similar (but not identical) to that of BTAS and will make investment decisions with respect to SBS Vehicles in accordance with the prevailing allocation framework, as described in the SBS Vehicle Constituent Documents.

### **Risk of Loss:**

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

1. No Assurance of Investment Return
2. Limited Operating History
3. Reliance on BMAA
4. Role of Investment Professionals
5. Highly Competitive Market for Investment Opportunities; Operators and Other Partners
6. General Economic and Market Conditions
7. Financial Market Fluctuations; Availability of Financing
8. Benchmark Reform and the Impact on LIBOR and other IBORs and other Interest Rate Benchmarks
9. Inflation
10. Investments Outside the United States Generally
11. Economic, Political and Social Risks
12. Regional Risk; Interdependence of Markets
13. Trade Policy
14. Social and political unrest/Terrorist Activities/war
15. Natural Disasters
16. Weather and Climatological Risks

17. Corruption Risk; FCPA
18. Privatization
19. Foreign Investment Controls
20. Foreign Capital Controls
21. Legal Framework and Corporate Governance
22. Accounting, Disclosure and Regulatory Standards
23. Investments in Emerging Markets and the Asia Pacific Region
24. Potential Re-emergence of the eurozone crisis
25. Russian Invasion of Ukraine
26. United Kingdom relations with the EU
27. Compliance with the EU and UK AIFM Regimes
28. European and UK Regulatory Environment
29. Data Protection
30. Chinese Growth Slowdown; Chinese Economy
31. Bankruptcy
32. Investments in the Blackstone Asset Classes Generally
33. No Management or Control of the Blackstone Asset Classes
34. Concentration of Investments in the Blackstone Asset Classes
35. Risks Associated with the Removal of a general partner of an Other Blackstone Client
36. Differences Between Investing in Other Blackstone Clients that Invest alongside BMAA Clients
37. Commitment Amounts Approved by Investment Committees
38. Broad Investment Mandate
39. Risk of Limited Number of Portfolio Entities
40. Co-Investment Opportunities
41. Investments Longer than Term
42. Investments in Open Market Purchases; Publicly Traded Securities
43. Convertible Securities
44. Illiquid and Long-Term Investments
45. Non-Controlling Investments; Investments with Third Parties
46. Investments in Less Established Companies
47. Growth Investments
48. Investments in Junior Securities
49. Investments in Regulated Industries

50. Future Investment Techniques and Instruments
51. Disruptions
52. Investments in the Life Sciences Industry
53. Development and Regulatory Risk
54. Certain Healthcare Reform Measures
55. Environmental Matters
56. Sustainability Risks
57. Governmental Action Risk
58. CFIUS and similar non-U.S. regulatory regimes
59. Hong Kong National Security Law
60. Force Majeure Risk
61. Epidemics/Pandemics
62. Coronavirus and Public Health Emergencies
63. Material Non-Public Information
64. Availability of Insurance Against Certain Catastrophic Losses
65. Credit Support
66. Volatility of Commodity Prices
67. Technical Risk
68. Catastrophe Risk
69. Drilling, Exploration, Development and Mining Risks
70. Risks Related to Hydraulic Fracturing
71. Regulatory Approvals
72. Renewable Energy Policy Risk
73. Sovereign Risk
74. "Platform" Investments; Additional Capital
75. Adequacy of Reserves
76. Deployment of Capital
77. Distributions In-Kind
78. Failure to Make Payments
79. Risks Relating to Due Diligence of Investments
80. Access to Information from Portfolio Entities
81. Political Activities
82. Reliance on Portfolio Entity Management and Third Parties

83. Outsourcing
84. Risks in Effecting Operating Improvements
85. Expedited Transactions
86. Portfolio Entity Liabilities
87. Risks from Operations of Other Portfolio Entities
88. Volatility of Credit Markets May Affect Ability to Finance and Consummate Investments
89. Bridge Financings
90. Leverage; Subscription Line of Credit
91. Foreign Currency and Exchange Rate Risks
92. Hedging Risks/Derivatives
93. Risk of Limited Number of Investments; Lack of Diversification
94. Real Estate Investments Risks Generally
95. Commercial Mortgage Loans
96. Residential Real Estate Investments
97. Distressed Investments; Workouts and Restructurings
98. Debt/Credit Investments
99. CMBS
100. CLOs
101. Undervalued Investments
102. Aerospace
103. Agriculture and Timber Investments
104. Infrastructure Investments
105. Nature of the Infrastructure Investments Generally
106. Insurance Investments
107. Digital Infrastructure Investments
108. Transportations and Shipping Investments
109. Commodity Investments
110. Derivative; Counterparty Risks
111. Short Sales
112. Investments in the Technology Sector
113. Investments in the Financial Services Industry
114. Liabilities on Disposition of Investments
115. Documentation and Legal Risks

- 116. Permits, Approvals, and Licenses
- 117. Legal, Tax, and Regulatory Risks
- 118. Alternative Investment Vehicles
- 119. OFAC and Sanctions Considerations
- 120. Absence of Oversight Under the Investment Company Act
- 121. Registration under the U.S. Commodity Exchange Act
- 122. Pay-to-Play Laws, Regulations, and Policies
- 123. Cayman Islands Regulatory Oversight
- 124. Financial Industry Regulation
- 125. Change of Law Risk
- 126. Litigation
- 127. FATCA
- 128. Possible Legislative or Other Developments
- 129. Legislation Adversely Affecting Blackstone Employees and Other Service Providers
- 130. Limitations on Deductions of Business Interest
- 131. General Tax Considerations
- 132. Partnership Audit Legislation
- 133. Phantom Income
- 134. Taxation in Certain Jurisdictions
- 135. UBTI & ECI
- 136. Risk Arising from Potential Control Group Liability
- 137. Cyber Security Breaches, Identity Theft, Denial of Service Attacks, Ransomware Attacks, and Social Engineering Attempts
- 138. Software Code Protection
- 139. Operational Risk
- 140. No Market for Limited Partnership Interests; Restrictions on Transfers
- 141. Dilution from Additional Closings
- 142. Recycling; Reinvestment
- 143. Possible Exclusion
- 144. Amendments
- 145. Sponsor Voting
- 146. Handling of Mail
- 147. Valuation Matters

#### 148. Uncertainty of Projections

#### 149. Simultaneous Transactions

**Investors are advised to review the applicable Constituent Documents for a more extensive and detailed description of the applicable investment strategies and the risks of investing in BMAA Clients.**

Stock markets, credit markets, real estate markets and valuation regarding privately held fund interests and/or investments fluctuate substantially over time and performance of any investment is not guaranteed. As a result, there is a risk of loss of value in the assets which BMAA manages that may be out of BMAA's control. BMAA cannot guarantee any level of performance or that investors in BMAA Clients will not experience a substantial or complete investment loss. There is no assurance that BMAA Clients will be able to generate returns or that the returns will be commensurate with the risks inherent in their investment strategies. The marketability and value of any investment will depend upon many factors beyond the control of BMAA Clients. The expenses of BMAA Clients may exceed their income, and an investor in a BMAA Client could lose the entire amount of its contributed capital. Therefore, an investor should only invest in a BMAA Client as part of an overall investment strategy, and only if the investor can withstand a total loss of its investment. The past investment performance of BMAA Clients cannot be taken to guarantee or predict future results of BMAA Clients or any investment in BMAA Clients.

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

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

***Geopolitical Conflicts and Risk.*** As economies and financial markets worldwide become increasingly interconnected, the likelihood increases that geopolitical conflicts in one country or region will adversely impact markets or issuers in other countries or regions, including in ways that are difficult to predict or foresee. The impacts of these conflicts or events can be exacerbated by failures of governments and societies to respond adequately to a geopolitical conflict and subsequent emerging events or threats. For example, local or regional armed conflicts have led to significant sanctions by the U.S., EU, and other countries against certain countries and persons and companies connected with certain countries. Such armed conflicts and sanctions and other local or regional developments can exacerbate global supply and

pricing issues, particularly those related to oil and gas, and result in other adverse developments and circumstances, as well as increased general uncertainty, for markets, economies, issuers, businesses, and societies both globally and in specific jurisdictions. Although these types of conflicts have occurred and could also occur in the future, it is difficult to predict when similar conflicts affecting the U.S. or global financial markets and economies will occur, the effects of such events or conditions, potential retaliations in response to sanctions or similar actions, and the duration or ultimate impact of those conflicts. Any such conflicts could have a significant adverse impact on the operations, risk profile, and value of BMAA Clients and their Portfolio Entities, with or without direct exposure to the specific geographies, markets, countries or persons involved in an armed conflict or subject to sanctions.

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

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

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

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

Furthermore, if after subscribing to a BMAA Client, any investor or any beneficial owner thereof is included on a list of prohibited entities and individuals maintained by a relevant regulatory and/or government entity, including OFAC, or under similar EU and UK Regulations or under other applicable law, or are operationally based or domiciled in a country or territory in relation to which current sanctions have been issued by the U.S., United Nations, EU, UK, Luxembourg, the Cayman Islands and/or other applicable jurisdictions, BMAA Clients would likely be required to cease any further dealings with such

investor or freeze any dealings with the interests or accounts of the investor (e.g., by prohibiting payments by or to the investor or restricting or suspending dealings with the interests or accounts) or freeze the assets of the BMAA Client until such sanctions are lifted or a license is sought under applicable law to continue dealings. BMAA Clients could further have to report to the relevant competent authorities the implementation of any restrictive measures carried out pursuant to international financial sanctions. For the avoidance of doubt, Blackstone has the sole discretion to determine the remedy if an investor is included on a sanctions list and is under no obligation to seek a license or any other relief to continue dealing with such investor. Although Blackstone expends significant effort and resources to comply with the sanctions regimes in the countries where it operates, one of these rules could be violated by Blackstone's or a BMAA Client's activities or investors, which would adversely affect such BMAA Client.

***Recent Developments in the Banking Sector.*** Events involving limited liquidity, defaults, non-performance of contractual obligations, or other adverse developments that affect financial institutions, transactional counterparties or other companies in the financial services industry or that affect the financial services industry generally, or concerns or rumors about any events of these kinds or other similar risks, have in the past led and could in the future lead to market-wide liquidity problems. Notably, recent bank closures in the United States and Europe have caused uncertainty for financial services companies and fear of instability in the global financial system generally. Recent developments, such as the UBS Group AG's acquisition of Credit Suisse Group AG and JPMorgan Chase Bank's assumption of all of First Republic Bank's deposits and substantially all of its assets, and any similar future developments can be expected to also have other implications for broader economic and monetary policy including interest rate policy, and could impact the financial condition of banks and other financial institutions globally. In addition, certain financial institutions – in particular, smaller and/or regional banks but also certain global, systemically important banks – have experienced volatile stock prices and significant losses in their equity value, and there is concern that depositors at these institutions have withdrawn, or will withdraw in the future, significant sums from their accounts at these institutions. Notwithstanding intervention by U.S. governmental agencies to stabilize the banking sector and to protect the uninsured depositors of banks that have recently closed, there is no guarantee that the uninsured depositors of a financial institution that closes (which depositors could include a BMAA Client and/or its Portfolio Entities) will be made whole or, even if made whole, that such deposits will become available for withdrawal in short order. There is a risk that other banks, or other financial institutions, will be similarly impacted, and it is uncertain what steps (if any) financial regulators and central banks would take in such circumstances. As a consequence, for example, a BMAA Client and/or its Portfolio Entities could be delayed or prevented from accessing money, making any required payments under their own debt or other contractual obligations (including making payroll obligations) or pursuing key strategic initiatives, and investors could be impacted in their ability to honor capital calls and/or receive distributions. In addition, such bank failures or instability could affect, in certain circumstances, the ability of both affiliated and unaffiliated joint venture partners, lenders, co-lenders, syndicate lenders or other parties to undertake and/or execute transactions with a BMAA Client, which in turn would result in fewer investment opportunities being made available to the BMAA Client, result in shortfalls or defaults under existing investments, or impact the BMAA Client's ability to provide additional follow-on support to Portfolio Entities. In addition, in the event that a financial institution that provides credit facilities and/or other financing to a BMAA Client or its Portfolio Entities closes or experiences distress, there can be no assurance that such financial institution will honor its obligations or that the BMAA Client or such Portfolio Entities will be able to secure replacement financing or capabilities at all or on similar terms and/or in a timely manner. Uncertainty caused by recent bank failures – and general concern regarding the financial health and outlook for other financial institutions – could have an overall negative effect on banking systems and financial markets generally. For the foregoing reasons, there can be no assurances that conditions in the banking sector and in global financial



markets will not worsen and/or adversely affect a BMAA Client, its Portfolio Entities or their respective financial performance.

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

In August 2023, the SEC voted to adopt rules and amendments to existing rules under the Advisers Act (collectively, the "Private Funds Rules") specifically related to investment advisers and their activities with respect to the private funds they advise. In particular, the Private Funds Rules will, among other things, (i) impose quarterly reporting by private funds to investors that is required to contain detailed information on performance, investments, adviser-compensation, fees and expenses, and capital inflows and outflows; (ii) require registered investment advisers to obtain an annual audit for all private funds that meet the requirements of the existing Advisers Act custody rule; (iii) require registered investment advisers to obtain a fairness or valuation opinion and make certain disclosures in connection with adviser-led secondary transactions (also known as GP-led secondaries); (iv) restrict advisers from engaging in certain practices unless they satisfy certain disclosure requirements and, in some cases, consent requirements, including, without limitation, (a) charging regulatory or compliance fees or expenses, or fees or expenses associated with an examination, of BMAA or its related persons to private fund clients, (b) seeking reimbursement for certain investigation-related expenses, (c) reducing the amount of the general partner's clawback by actual, potential or hypothetical taxes applicable to the general partner or its employees, (d) borrowing from a private fund, or (e) making non-pro rata investment-related expense allocations; (v) restrict advisers from providing certain forms of preferential treatment to private fund investors related to liquidity and information rights if they would be reasonably expected to have a material negative effect on other investors and otherwise require advisers to make certain disclosures regarding preferential treatment of investors; and (vi) prohibit an adviser from having a private fund bear the costs of any fees or expenses related to an investigation resulting in a court or governmental authority imposing a sanction for violating the Advisers Act. The Private Funds Rules also impose additional requirements on advisers to document their annual compliance reviews in writing and retain additional required books and records relating to private funds they advise. Although the legality of the Private Funds Rules is currently being challenged in federal court, it is uncertain whether this legal challenge will succeed.

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

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

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

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

In February 2023, the SEC proposed extensive amendments to the Advisers Act custody rule (the “Proposed Safeguarding Rule”), which would, if adopted as currently proposed, extend the existing custody rule’s requirements beyond cash and securities to any positions held in an advisory client’s accounts (including assets such as real estate, artwork and rights to music catalogs); require registered investment advisers to enter into new or amended written agreements with each qualified custodian (“QC”) used to maintain client assets and obtain written assurances from that QC related to, among other matters, indemnification of client losses and the QC’s standard of care; require that a QC maintains possession or control of client assets, whereby the QC is required to participate in and effectuate any change of beneficial ownership of the assets, except with respect to certain privately offered securities and physical assets that the adviser reasonably determines (and documents in writing) cannot be maintained by a QC in a manner in which such QC can maintain possession or control of those assets. If adopted, the proposed amendments could expose BMAA to additional regulatory liability, increase compliance costs and costs related to custodying BMAA Clients’ assets (including costs of identifying and negotiating with new and existing QCs), limit the number of QCs available (or make it more costly for such QCs to operate, which might result in higher expenses to BMAA Clients) and impose limitations or

requirements on certain assets, which could result in BMAA avoiding making certain types of investments on behalf of BMAA Clients.

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

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

The Private Funds Rules and the Form PF Amendments, as well as the Proposed Rules, to the extent adopted, are expected to result in material alterations to how Blackstone and BMAA operate their business and/or BMAA Clients, as well as BMAA’s implementation of BMAA Clients’ investment strategy, to significantly increase compliance burdens and associated costs (which, to the extent permitted under the Constituent Documents, and consistent with applicable law, including the Private Funds Rules (once they become effective), will be treated as BMAA Client expenses), and to possibly restrict the ability of BMAA to receive certain expense reimbursements or allocate certain expenses in certain circumstances. This regulatory complexity, in turn, could increase the need for broader insurance coverage by fund managers and increase such costs and expenses charged to BMAA Clients and their investors, if permitted. Certain of the proposed rules could also increase the cost of entering into and maintaining relationships with service providers to BMAA and BMAA Clients and/or limit the number of service providers in a manner detrimental to BMAA or BMAA Clients. In addition, these amendments could increase the risk of exposure of BMAA Clients, BMAA, and Blackstone to additional regulatory scrutiny, litigation, censure and penalties for noncompliance or perceived noncompliance, which in turn would be expected to adversely (potentially materially) affect BMAA, Blackstone, and BMAA Clients’ reputation, and to negatively impact BMAA Clients in conducting their business. There can be no assurance that the Private Funds Rules and any other new SEC or other regulatory rules and amendments will not have a material adverse effect on BMAA, Blackstone, BMAA Clients, their investments, and/or BMAA Clients’ investors or that such rules or amendments will not materially reduce returns to BMAA Client investors.

**ESG Framework Risk.** Blackstone has established a firm-wide environmental, social, and governance (“ESG”) policy and related programs and procedures (collectively, the “ESG Framework”), which outlines its approach to integrating ESG in its business and investment activities. BMAA intends to apply the ESG Framework, as applicable, across investments consistent with and subject to its fiduciary duties and applicable legal, regulatory or contractual requirements. BMAA will endeavor to consider material<sup>2</sup> ESG

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<sup>2</sup> As used in this instance, “material” ESG factors are defined as those factors that the Adviser determines have – or have the potential to have – a material impact on an investment’s going-forward ability to create, preserve or erode economic value, including as related to environmental and social value, for that organization and its partners. The word “material” as used herein should not be equated to or taken as a representation about the “materiality” of such ESG factors under the US federal securities laws or any similar legal or regulatory regime globally.

factors where applicable in connection with a BMAA Client's investment activities in order to protect and maximize investment performance. However, the act of selecting and evaluating material ESG factors is subjective by nature, and there is no guarantee that the criteria utilized or judgment exercised by BMAA or a third-party ESG specialist (if any) will reflect the beliefs, values, internal policies or preferred practices of any particular investor or align with the beliefs or values or preferred practices of other asset managers or with market trends. Additionally, ESG factors are only some of the many factors that BMAA will consider in making an investment and, depending on the nature of the investment, except to the extent required by law, ESG factors will not be considered for certain investments or assets. Although BMAA considers application of the ESG Framework to be an opportunity to enhance or protect the performance of investments over the long-term, BMAA cannot guarantee that the application of its ESG Framework, which depends in part on skills and qualitative judgments, will positively impact the performance of any individual Portfolio Entity or BMAA Client. Similarly, to the extent BMAA or a third-party ESG specialist engages with portfolio investments on ESG related practices and potential enhancements thereto, there is no guarantee that such engagements will improve the performance of the investment. Successful engagement efforts will depend on BMAA's ability to properly identify and analyze material ESG considerations and other factors and their value, and there can be no assurance that the strategy or techniques employed will be successful.

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

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

There is also growing regulatory and investor interest, particularly in the US, UK, and EU (which will be looked to as models in growth markets), in improving transparency around how asset managers define and measure ESG performance, in order to allow investors to validate and better understand sustainability claims. BMAA can be expected to be subject to increasing scrutiny from regulators, elected officials, and investors with respect to ESG matters. In recent years, certain investors, including public pension funds, have placed increasing importance on the impacts of investments made by the private funds to which they commit capital, including with respect to climate change, among other aspects of ESG. Conversely, certain investors have raised concerns as to whether the incorporation of ESG factors in the investment and portfolio management process is inconsistent with the fiduciary duty to maximize returns for investors. BMAA can expect to be subject to competing demands from different investors and other groups with divergent views on ESG matters, including the role of ESG in the investment process. Investors, including public pension funds, which represent a significant portion of BMAA Clients' investor

bases, could decide to withdraw previously committed capital (where such withdrawal is permitted) or not commit capital to future fundraises based on their assessment of how Blackstone approaches and considers the ESG cost of investments and whether the return-driven objectives of Blackstone's funds align with their ESG priorities. This divergence increases the risk that any action or lack thereof with respect to ESG matters will be perceived negatively by at least some investors and/or interested parties and adversely impact BMAA's reputation and business.

Regulatory initiatives to require investors to make disclosures to their investors regarding ESG matters have become increasingly common, which will further increase the number and type of investors who place importance on these issues and who demand certain types of reporting from Blackstone or BMAA. In addition, government authorities of certain U.S. states have requested information from and scrutinized certain asset managers with respect to whether such managers have adopted ESG policies that could restrict such asset managers from investing in certain industries or sectors, such as conventional energy. These authorities have indicated that such asset managers could lose opportunities to manage money belonging to these states and their pension funds to the extent the asset managers boycott certain industries. The U.S. Securities and Exchange Commission (the "SEC") maintains an enforcement task force to examine ESG practices and disclosures by public companies and investment managers and identify inaccurate or misleading statements, often referred to as "greenwashing." The SEC has commenced enforcement actions against at least three investment advisers relating to ESG disclosures and policies and procedures failures, and Blackstone expects there will continue to be significant enforcement activity in this area. The SEC has also proposed ESG-related rules for investment advisers and for 1940 Act funds that address, among other things, enhanced ESG-related disclosure requirements concerning incorporation of ESG factors in their investment activities. This could increase the risk that BMAA will be perceived as, or accused of, greenwashing. Such perception or accusation could damage BMAA's reputation, result in litigation or regulatory actions, and adversely impact BMAA's ability to raise capital and attract new investors. Outside of the United States, the European regulatory environment for alternative investment fund managers and financial services firms can be expected to evolve and increase in complexity and make compliance more costly and time-consuming. BMAA's ESG Framework is subject to evolving regulations and could in the future become subject to additional regulation, penalties and/or risks of regulatory scrutiny and enforcement. Compliance with new requirements will lead to increased management burdens and costs, which has the potential to adversely affect BMAA Clients. BMAA cannot guarantee that its current approach will meet future regulatory requirements, reporting frameworks or best practices. If the SEC or any other governmental authority, regulatory agency or similar body were to take issue with past or future practices of Blackstone or BMAA, then BMAA will be at risk for regulatory sanction, and any such investigations could be costly, distracting and/or time consuming for BMAA and its BMAA Clients. There is also risk of regulatory mismatch between US, EU and UK initiatives relating to ESG.

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

Additionally, Blackstone has established certain firmwide and business group-specific ESG-related initiatives. Although the aim of these initiatives is to create strong returns for investors, the pursuit of these initiatives (which could include data collection, analysis and reporting, among other activities) will involve the dedication of time and resources and there is consequently a risk that the pursuit of these

initiatives could adversely affect the performance of BMAA Clients. Further, these ESG-related initiatives are aspirational and not guarantees or promises that all or any such initiatives will be achieved.

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

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

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

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

on BMAA Clients' and Portfolio Entities' business, financial condition, results of operations, liquidity and prospective investments and exacerbate many of the other risks discussed herein.

In the event of another pandemic or global health crisis like the COVID-19 pandemic, Portfolio Entities could experience decreased revenues and earnings, which could adversely impact BMAA's ability to realize value from such investments and in turn reduce BMAA Clients' performance. Investments in certain sectors, including hospitality, location-based entertainment, retail, travel, leisure and events, office and residential, and in certain geographies could be particularly negatively impacted, as was the case during the COVID-19 pandemic. Portfolio Entities could also face increased credit and liquidity risk due to volatility in financial markets, reduced revenue streams and limited access or higher cost of financing, which could result in potential impairment of BMAA Clients' investments. In addition, it can be expected that borrowers of loans, notes and other credit instruments in BMAA Clients' portfolios will be unable to meet some or all of their principal or interest payment obligations or satisfy financial covenants, resulting in a decrease in value of BMAA Clients' investments.

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

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

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

originate from the malicious or accidental acts of insiders, such as employees, consultants, independent contractors or other service providers.

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

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

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

Breaches in Blackstone's security or in the security of third-party service providers, whether malicious in nature or through inadvertent transmittal or other loss of data, could potentially jeopardize Blackstone's, its employees', BMAA Clients', Other Blackstone Clients', Portfolio Entities' or their respective investors' or counterparties' confidential, proprietary and other information processed and stored in, and transmitted through, Blackstone's computer systems and networks, or otherwise cause interruptions or malfunctions in Blackstone's, its employees', BMAA Clients', Other Blackstone Clients', Portfolio Entities', their respective investors' or counterparties' or third parties' business and operations, which could result



in significant financial losses, increased costs, liability to BMAA Clients' and Other Blackstone Clients' investors and other counterparties, regulatory intervention and reputational damage. Furthermore, if Blackstone fails to comply with the relevant laws and regulations or fails to provide the appropriate regulatory or other notifications of breach in a timely matter, it could result in regulatory investigations and penalties, which could lead to negative publicity and reputational harm and could cause BMAA Clients' and Other Blackstone Clients' investors and clients to lose confidence in the effectiveness of Blackstone's security measures and Blackstone more generally.

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

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

Rapidly developing and changing global data security and privacy laws and regulations could increase compliance costs and subject Blackstone to enforcement risks and reputational damage.

Blackstone, BMAA Clients, Other Blackstone Clients and their respective Portfolio Entities are subject to various risks and costs associated with the collection, storage, transmission and other processing of personally identifiable information ("PII") and other sensitive and confidential information. This data is wide ranging and relates to Blackstone's investors, employees, contractors and other counterparties and third parties.

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

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

Any inability, or perceived inability, by Blackstone, BMAA Clients, Other Blackstone Clients or their respective Portfolio Entities to adequately address data protection or privacy concerns, or comply with applicable laws, regulations, policies, industry standards and guidance, contractual obligations, or other legal obligations, even if unfounded, could result in significant legal, regulatory and third party liability, increased costs, disruption of Blackstone's, BMAA Clients', Other Blackstone Clients' or their respective Portfolio Entities' business and operations, and a loss of client (including investor) confidence and other reputational damage. In addition, any such inability or perceived inability of Portfolio Entities, even if unfounded, could result in reputational damage to Blackstone. Many regulators have indicated an intention to take more aggressive enforcement actions regarding data privacy matters, and private litigation resulting from such matters is increasing and resulting in progressively larger judgments and settlements. Furthermore, as new data protection and privacy-related laws and regulations are implemented, the time and resources needed for Blackstone, BMAA Clients, Other Blackstone Clients and Portfolio Entities to comply with such laws and regulations continues to increase and become a significant compliance workstream.

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

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

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

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

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

BMAA, BMAA Clients, and the Portfolio Entities intend to avail themselves of the benefits, insights and efficiencies that are available through the use of AI Technologies. However, the use of AI Technologies

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

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

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

Regulations related to AI Technologies could also impose certain obligations on organizations, and the costs of monitoring and responding to such regulations, as well the consequences of non-compliance, could have an adverse effect on Blackstone, BMAA, BMAA Clients, and Portfolio Entities. For example, the EU is in the process of introducing a new regulation application to certain AI Technologies and the data used to train, test and deploy them (the "EU AI Act"). Once in effect, the EU AI Act would impose material requirements on both the providers and deployers of AI Technologies, with infringement punishable by

sanctions of up to 7% of annual worldwide turnover or EUR 35 million (whichever is higher) for the most serious breaches. See also the description of the Predictive Data Proposal in “Regulation with Respect to Private Funds and Advisers” herein. Complying with the EU AI Act and the Predictive Data Proposal, once effective, and other regulations related to AI Technologies, could involve material compliance costs and/or adversely affect the operations or results of Blackstone, BMAA, and Portfolio Entities, and have an adverse impact on BMAA Clients.

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

## Item 9 – Disciplinary Information

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

On occasion, in the ordinary course of its business, Blackstone is named as a defendant in a legal action. Although there can be no assurance of the outcome of such legal actions, BMAA does not believe that any current legal proceeding or claim to which Blackstone is a party would individually or in the aggregate materially affect BMAA and/or BMAA Clients’ results of operations, financial position or cash flows. Certain regulatory, litigation and other similar matters are disclosed in (i) Blackstone’s and BMAA’s public filings (including, without limitation, its current, periodic and annual reports on Forms 8-K, 10-Q and 10-K), which may be accessed through the website of the SEC ([www.sec.gov](http://www.sec.gov)) or Blackstone (<http://ir.blackstone.com/investors/annual-reports-and-sec-filings/default.aspx>) and (ii) materials made available through Blackstone’s BXAccess online portal related to BMAA Clients and/or certain of its affiliates, which is accessible to Blackstone’s limited partners for the funds in which they are invested. Anything disclosed in Blackstone’s or BMAA’s public filings and/or which are otherwise made available to BMAA Client investors, including by way of posting to Blackstone’s online portal, is incorporated herein by reference, to the extent applicable, including with respect to litigation, investigations, settlements and similar proceedings.

## **Item 10 – Other Financial Industry Activities and Affiliations**

### **Other Financial Industry Activities**

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

BMAA will take such actions as may be required by the Constituent Documents of the applicable BMAA Clients to handle conflicts.

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

If any matter arises that BMAA determines in its good faith judgment constitutes an actual and material conflict of interest, BMAA and relevant affiliates will take the actions they determine appropriate to mitigate the conflict, which will be deemed to fully satisfy any fiduciary duties they have to BMAA Clients or BMAA Client investors. Thereafter, BMAA and relevant affiliates will be relieved of any liability related to the conflict to the fullest extent permitted by law.

Actions that could be taken by BMAA or its affiliates to mitigate a conflict include, by way of example and without limitation, (i) if applicable, handling the conflict as described in the Constituent Documents, (ii) disposing of the investment or security giving rise to the conflict of interest, (iii) disclosing the conflict to BMAA Client investors (including, without limitation, in drawdown notices, distribution notices, financial statements, quarterly letters or other communications), (iv) appointing an independent representative (an “Independent Client Representative”) to act or provide consent with respect to the matter giving rise to the conflict of interest, (v) in connection with a matter giving rise to a conflict of interest with respect to an investment, consulting with BMAA Client investors or Independent Client Representatives (if any) regarding the conflict of interest and either obtaining a waiver or consent from such Independent Client Representative of the conflict of interest or acting in a manner, or pursuant to standards or procedures, approved by such Independent Client Representative with respect to such conflict of interest, (vi) validating the arms-length nature of the transaction by referencing participation by unaffiliated third parties, (vii) in the case of conflicts among clients, creating groups of personnel within Blackstone separated by information barriers (which can be expected to be temporary and limited purpose in nature), each of which would advise or represent one of the clients that has a conflicting position with other clients, (viii) in connection with a matter giving rise to a conflict of interest with respect to an investment, relying on the consultation between the general partner of an Other Blackstone Client which is invested alongside such BMAA Client in such investment and such Other Blackstone Client’s limited partner advisory committee, (ix) implementing policies and procedures reasonably designed to

mitigate the conflict of interest, or (x) otherwise handling the conflict as determined appropriate by BMAA in its discretion.

There can be no assurance that BMAA will identify, mitigate or resolve all conflicts of interest or to do so in a manner that is favorable to BMAA Clients.

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

References to “Other Blackstone Clients” describe, as the context requires, individually and collectively, any of the following in existence on the date hereof and those that will be formed in the future: (i) the BTO Funds, the BREP Funds, the BPP Funds, the BREDS Funds, the BAM Funds, the BIP Funds, the BXCI Funds, the BXMT Funds and the BXPE Funds, (ii) any successor funds to any of the funds described in (i), (iii) vehicles formed in connection with Blackstone’s side-by-side or additional general partner investments relating thereto, and (iv) any other funds, vehicles or accounts, including separately managed accounts, managed or advised by Blackstone, other than BMAA Clients and their alternative investment vehicles.

**Performance-Based Compensation.** A general partner’s carried interest creates a greater incentive for such general partner to make more speculative investments on behalf of BMAA Clients or time the purchase or sale of investments in a manner motivated by the personal interest of Blackstone personnel than if such performance-based compensation did not exist, as such general partner receives a disproportionate share of profits (above the preferred return hurdle, where applicable under the



Constituent Documents). However, the significant commitment by Blackstone to invest in BMAA Clients and the general partner clawback should reduce the incentives for a general partner to make more speculative investments or otherwise time the purchase or sale of investments based on considerations related to carried interest and in a manner motivated by the personal interests of Blackstone personnel. The general partner clawback potentially creates other misalignments of interests between a general partner and limited partners, such as an incentive for a general partner to defer disposition of an investment that would result in a realized loss (or a return on investment that was less than the preferred return, where applicable under the Constituent Documents) and trigger the clawback, or delay the dissolution and liquidation of BMAA Clients if doing so would trigger a clawback obligation. In addition, tax reform legislation enacted in 2017 provides for a lower capital gains tax rate on performance-based compensation from investments held for at least three years, which can be expected to incentivize the general partner to cause BMAA Clients to accelerate deployment of capital at the beginning of such BMAA Client's investment period, hold investments longer to ensure long-term capital gains treatment or dispose of investments prior to any change in law that would result in a higher effective income tax rate on carried interest. Furthermore, upon a withdrawal by a BMAA Client investor from a BMAA Client in certain circumstances, including in the event of a transfer of interests, and upon the liquidation of a BMAA Client or as otherwise permitted by the Constituent Documents, the general partner of such BMAA Client may receive carried interest distributions with respect to a distribution in-kind of non-marketable securities. The amount of carried interest will be dependent on the valuation of the non-marketable securities distributed, which will be determined by the general partner and could incentivize such general partner to value the securities higher than if there were no carried interest. A general partner can engage a third party to determine the value of securities distributed in-kind or non-marketable securities and rely upon the third party opinion of value, but there can be no assurance such an opinion will reflect value accurately. Moreover, under the terms of the Constituent Documents, a general partner is entitled to elect to receive its carried interest with respect to an investment that is otherwise being sold in the form of an in-kind distribution of marketable securities of the related Portfolio Entity, including, but not limited to, if the purpose of such election is to permit one or more Blackstone personnel to donate such securities to charity (which may include private foundations, funds or other charities associated with any such personnel), to the extent permitted by applicable law. The tax benefit derived from charitable giving has the effect of reinforcing and/or enhancing a general partner's incentives otherwise resulting from the existence of the general partner's carried interest described above and therefore conflicts of interest may arise in making decisions on behalf of the relevant BMAA Client (including the timing of the disposition of investments).

In addition, the general partner and/or general partners of the Other Blackstone Clients are incentivized to make certain determinations in a manner that result in the receipt of a greater amount of, or earlier payment of, carried interest. For example, unlike disposition proceeds, distributions of current income may not take into account a return of capital from the respective investment or a return of allocable fees or expenses thereto, which can create an incentive for the general partner and/or general partners of the Other Blackstone Clients to determine that a recapitalization, refinancing or other similar transaction was not a "Disposition" (in whole or in part) for purposes of the Constituent Documents and/or partnership agreements of such Other Blackstone Clients (including for purposes of calculating the general partners' carried interest). Additionally, regardless of whether a recapitalization, refinancing or other similar transaction is treated as a "Disposition" (in whole or in part) for purposes of determining the general partners' carried interest, such recapitalization, refinancing or other similar transaction may not be treated as a "Disposition" (in whole or in part) for purposes of calculating "Invested Capital" under the Constituent Documents and/or investment advisory agreements of such Other Blackstone Client. In addition to the foregoing, in connection with certain investments and/or co-investments alongside (or

through) Other Blackstone Clients, a general partner is expected to allocate a portion of the carried interest earned with respect to such investments to the Blackstone teams and/or personnel responsible for the investment activities of the relevant Other Blackstone Client(s). Such arrangements may result in a general partner receiving an allocation that it might not otherwise have received.

***Allocation of Personnel.*** BMAA will devote such time and attention to the relevant BMAA Clients as shall be necessary to conduct the business affairs of BMAA Clients in an appropriate manner. However, Blackstone personnel serving as members of an investment committee and/or investment team of BMAA Clients will work on other projects and/or Other Blackstone Clients, including, without limitations, as members of the investment committee and/or investment teams serving Blackstone Asset Classes and/or Other Blackstone Clients, will serve on other committees (including boards of directors, as applicable) and have other responsibilities, including senior management responsibilities, throughout Blackstone and/or its Portfolio Entities, and, therefore, conflicts are expected to arise in the allocation of personnel and personnel's time. Certain members of BMAA Clients' investment teams are also members of other BMAA Clients' or Other Blackstone Clients' investment teams and will continue to serve in those roles (which in some cases is their primary responsibility) and as a result, not all of their business time will be devoted to a particular BMAA Client. Certain non-investment professionals are not dedicated solely to BMAA but rather perform functions that benefit the BMAA Clients as well as Other Blackstone Clients, BMAA and/or Blackstone, which is expected to detract from the time and attention such persons devote to BMAA. Even some key personnel of BMAA who devote substantially all of their time and attention to the BMAA Clients' investment programs do not devote their time and attention solely to the BMAA Clients. Time spent on these other initiatives diverts attention from the activities of the BMAA Clients, which could negatively impact the BMAA Clients and limited partners. Furthermore, Blackstone and Blackstone personnel derive financial benefit from these other activities, including fees and performance-based compensation. Blackstone personnel outside BMAA share in the fees and performance-based compensation from the BMAA Clients; similarly, BMAA personnel share in the fees and performance-based compensation generated by Other Blackstone Clients. These and other factors create conflicts of interest in the allocation of time and attention by Blackstone personnel. BMAA's determination of the amount of time and attention necessary to conduct a BMAA Client's activities will be conclusive, and limited partners rely on BMAA's judgment in this regard.

***Outside Activities of Principals and Other Personnel and their Related Parties.*** Certain personnel of Blackstone will, in certain circumstances, be subject to a variety of conflicts of interest relating to their responsibilities to BMAA Clients, Other Blackstone Clients and their respective Portfolio Entities, and their outside personal or business activities, including as members of investment or advisory committees or boards of directors of or advisors to investment funds, corporations, foundations or other organizations. Such positions create a conflict if such other entities have interests that are adverse to those of BMAA Clients, including if such other entities compete with BMAA Clients for investment opportunities or other resources. The Blackstone personnel in question could have a greater financial interest in the performance of the other entities than the performance of BMAA Clients. This involvement would create conflicts of interest in making investments on behalf of BMAA Clients and such other funds, accounts and other entities. Although BMAA will generally seek to minimize the impact of any such conflicts, there can be no assurance they will be resolved favorably for BMAA Clients (see "—Additional Potential Conflicts of Interest" below). Also, Blackstone personnel are generally permitted to invest in alternative investment funds, private equity funds, venture capital funds, real estate funds, hedge funds and other investment vehicles, as well as engage in other personal trading activities relating to companies, assets, securities or instruments, it being understood that such personnel may make such investments for strategic reasons including for purposes of sourcing investment opportunities for BMAA Clients, Other Blackstone Clients

and/or Blackstone (subject to Blackstone's Code of Ethics requirements), some of which will involve conflicts of interests. Such personal securities transactions will, in certain circumstances, relate to securities or instruments which can be expected to also be held or acquired by Other Blackstone Clients, including BMAA Clients, or otherwise relate to companies or issuers in which BMAA Clients have or acquire a different principal investment (including, for example, with respect to seniority) which may give rise to conflicts of interest related to misaligned interests between the applicable BMAA Client and such persons, it being understood that where Blackstone personnel make investments in alternative investment funds and other investment vehicles with the intent to source investments for BMAA Clients or Other Blackstone Clients, there is a greater likelihood that BMAA Clients or such Other Blackstone Clients will invest in companies in which Blackstone personnel hold an indirect interest. There could be situations in which such alternative investment funds invest in the same portfolio companies as BMAA Clients and there could be situations in which such alternative investment funds purchase securities from, or sell securities to, BMAA Clients. There can be no assurance that conflicts of interest arising out of such activities will be resolved in favor of BMAA Clients. BMAA Client investors will not receive any benefit from any such investments, and the financial incentives of Blackstone personnel in such other investments could be greater than their financial incentives in relation to BMAA Clients and may not receive notice should BMAA Clients make investments in which such persons hold indirect interests.

Additionally, certain personnel and other professionals of Blackstone have family members or relatives that are actively involved in industries and sectors in which BMAA Clients invests and/or have business, personal, financial or other relationships with companies in such industries and sectors (including the advisors and service providers described above) or other industries, which gives rise to potential or actual conflicts of interest. For example, such family members or relatives might be officers, directors, personnel or owners of companies or assets which are actual or potential investments of BMAA Clients or other counterparties of BMAA Clients and their Portfolio Entities and/or assets. Moreover, in certain instances, BMAA Clients or their Portfolio Entities may purchase or sell companies or assets from or to, or otherwise transact with, companies that are owned by such family members or relatives or in respect of which such family members or relatives have other involvement. These relationships have the potential to influence Blackstone, including the general partners, in deciding whether to select, recommend or create such service providers to perform services for BMAA Clients or a Portfolio Entity (the cost of which will generally be borne directly or indirectly by BMAA Clients or such Portfolio Entity, as applicable) and to incentivize Blackstone to engage such service provider over a third party. The fees for services provided by such service providers may or may not be at the same rate charged by other third parties and a general partner undertakes no obligations to select service providers who may have lower rates. A general partner undertakes no minimum amount of benchmarking. To the extent a general partner does engage in benchmarking, it cannot be assured that such benchmarking will be accurate, comparable, or relate specifically to the assets or services to which such rates or terms relate. Whether or not a general partner has a relationship or receives financial or other benefit from recommending a particular service provider, there can be no assurance that no other service provider is more qualified to provide the applicable services or could provide such services at lesser cost. In most such circumstances, the Constituent Documents will not preclude BMAA Clients from undertaking any of these investment activities or transactions. To the extent Blackstone determines appropriate, conflict mitigation strategies may be put in place with respect to a particular circumstance, such as internal information barriers or recusal, disclosure or other steps determined appropriate by the applicable general partner. BMAA Client investors rely on the applicable general partner to manage these conflicts in its sole discretion.

***Secondments and Internships.*** Certain personnel of Blackstone and its affiliates, and the Consultants (as defined herein), will, in certain circumstances, be seconded to one or more Portfolio

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

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

In addition, there could be instances where current and former employees of Other Blackstone Clients' Portfolio Entities are seconded to or temporarily hired by the BMAA Clients' Portfolio Entities or, at times, the BMAA Clients' investments directly. Such secondments or temporary hiring of current and former employees of Other Blackstone Clients' Portfolio Entities by the BMAA Clients' Portfolio Entities (or their investments) will result in a potential conflict of interest between the BMAA Clients' Portfolio Entities and those of such Other Blackstone Clients. The costs of such employees are expected to be borne by the BMAA Clients or its relevant Portfolio Entities, as applicable, and the fees paid by the BMAA Clients or such Portfolio Entities to other Portfolio Entity service providers or vendors do not offset or reduce the management fee. See also "—Portfolio Entity Service Providers and Vendors" herein.

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

**Advisors, Consultants and Partners.** BMAA, its affiliates and their personnel and related parties engage and retain strategic advisors, consultants, senior advisors, operating advisors, industry experts, joint venture and other partners and professionals and market participants, any of whom might be current or former executives or other personnel of BMAA, its affiliates or Portfolio Entities of BMAA Clients or Other Blackstone Clients (collectively, “Consultants”), to provide a variety of services. Similarly, BMAA Clients, Other Blackstone Clients and their Portfolio Entities retain and pay compensation to Consultants to provide services, or to undertake a build-up strategy to originate, acquire and develop assets and businesses in a particular sector or involving a particular strategy. Any amounts paid by BMAA Clients or a Portfolio Entity to Consultants in connection with the above services, including cash fees, profits or equity interests in a Portfolio Entity, discretionary bonus awards, performance-based compensation (e.g., promote), retainers and expense reimbursements, will be treated as partnership expenses or expenses of the Portfolio Entity, as the case may be, and will not, even if they have the effect of reducing any retainers or minimum amounts otherwise payable by BMAA or its affiliates, be chargeable to BMAA or its affiliates or deemed paid to or received by BMAA or its affiliates, or offset or reduce any Management Fees to BMAA or its affiliates or be subordinated to return of BMAA Client investor’s capital. Amounts charged by Consultants will not necessarily be confirmed as being comparable to market rates for such services. In certain cases, Consultants will receive intangible and other benefits resulting from their activities on behalf of the BMAA Clients – for example in the same way that executives from portfolio companies of Other Blackstone Clients may provide insight and/or deal origination for the benefit of the BMAA Clients, the executives of the BMAA Clients’ Portfolio Entities may benefit Consultants and/or Other Blackstone Clients. Consultants may attend events and/or meetings sponsored by the BMAA Clients’ Portfolio Entities and/or Other Blackstone Clients or other members of the Blackstone network, and similarly, members of the Blackstone network may attend annual meetings of BMAA Clients and may be involved in fundraising activities on behalf of Blackstone. Also, Consultants (including for this purpose strategic investors described in “—Syndication; Warehousing” ) often co-invest alongside BMAA Clients in Portfolio Entities and investments, participate in long-term incentive plans of a Portfolio Entity, and invest directly in BMAA Clients or in vehicles controlled by BMAA Clients, with reduced or waived management fees and carried interest, including after the termination of their engagement by or other status with Blackstone, and such co-investment or participation (which generally will result in BMAA Clients being allocated a smaller share of an investment and less co-investment being available to BMAA Client investors) may or may not be considered part of Blackstone’s side-by-side co-investment rights, as determined by BMAA or its affiliates in their sole discretion. Consultants’ benefits described in this paragraph will, in certain circumstances, continue after termination of status as a Consultant. Consultants’ benefits described in this paragraph will, in certain circumstances, continue after termination of status as a Consultant. Moreover, in

negotiating and structuring transactions with counterparties (such as investment banks, financial intermediaries and other service providers) of the BMAA Clients or Portfolio Entities, BMAA will be free to consider relationship, reputational and market considerations, which can in some circumstances result in less favorable terms for the Clients or Portfolio Entities.

The time, dedication, nature of relationship and scope of work of a Consultant varies considerably. In some cases, a Consultant provides BMAA with industry-specific insights and feedback on investment themes, assists in transaction due diligence, and makes introductions to, and provides reference checks on, management teams. In other cases, Consultants take on more extensive roles, including serving as executives or directors on the boards of Portfolio Entities and contributing to the identification and origination of new investment opportunities. BMAA Clients may rely on these Consultants to recommend BMAA and BMAA Clients as a preferred investment partner and carry out its investment program, but there is no assurance that any Consultant will continue to be involved with BMAA Clients for any length of time, including the entire investment period of a BMAA Client. BMAA and BMAA Clients can be expected to have formal or informal arrangements with Consultants that may or may not have termination options and may include compensation, no compensation, or deferred compensation until occurrence of a future event, such as commencement of a formal engagement. In certain cases, Consultants have certain attributes of Blackstone “employees” (e.g., they can be expected to have temporary offices at Blackstone, receive administrative support from Blackstone personnel, participate in certain meetings and events for Blackstone personnel or work on Blackstone matters as their primary or sole business activity, have Blackstone-related e-mail addresses or business cards and participate in certain arrangements (e.g., the side-by-side investment program) typically reserved for Blackstone employees), even though they are not Blackstone employees, affiliates or personnel for purposes of the Constituent Documents, and their salary and related expenses are paid by BMAA Clients as partnership expenses or by Portfolio Entities without any reduction or offset to Management Fees. Some Consultants work only for BMAA Clients and their Portfolio Entities, while other Consultants may have other clients, including Other Blackstone Clients, as described below. In particular, in some cases, Consultants, including those with a “Senior Advisor”, “Operating Advisor”, or “Executive Advisor” title, have been and will be engaged with the responsibility to source and recommend transactions to Blackstone potentially on a full-time and/or exclusive basis and, notwithstanding any overlap with the responsibilities of BMAA under the Constituent Documents, the compensation to such Consultants may be borne fully by BMAA Clients and/or Portfolio Entities (with no reduction or offset to Management Fees) and not Blackstone. Consultants could have conflicts of interest between their work for BMAA Clients and their Portfolio Entities, on the one hand, and themselves or other clients, on the other hand, and BMAA is limited in its ability to monitor and mitigate these conflicts.

In addition, BMAA Clients will, in certain circumstances, from time to time enter into an arrangement with one or more individuals (who may be former personnel of Blackstone or current or former personnel of Portfolio Entities of BMAA Clients or Other Blackstone Clients, may have experience or capability in sourcing or managing investments, and may form a management team) to undertake a new business line or a build-up strategy to acquire and develop assets and businesses in a particular sector or involving a particular strategy. The services provided by such individuals or relevant Portfolio Entity, as the case may be, could include: origination or sourcing, due diligence, evaluation, negotiation, servicing, development, management (including turnaround) and disposition. The individuals or relevant Portfolio Entity could be compensated with a salary and equity incentive plan, including a portion of profits derived from BMAA Clients or a Portfolio Entity or asset of BMAA Clients (which may take the form of a management fee and/or profits allocation (whether paid directly to such individuals and/or to an affiliated entity controlled by such individuals)), or other long-term incentive plans. Such compensation could be

based on assets under management and/or a waterfall similar to a carried interest, respectively, or other similar metric, which will not be subject to the management fee offset. The professionals at such platform company, which in certain circumstances may include former employees or current or former senior advisors or consultants to Blackstone, their affiliates and/or management of Portfolio Entities of BMAA Clients and/or Other Blackstone Clients, can be expected to undertake analysis and evaluation of potential investment and acquisition opportunities for such platform company. In such circumstances, BMAA Clients would initially invest capital to fund a portion of the overhead (including rent, utilities, benefits, salary or retainers for the individuals and/or their affiliated entities as applicable) and sourcing costs for such investments. Although Blackstone is generally responsible under the Constituent Documents for certain overhead expenses and investment analysis associated with sourcing and managing investments, as well as compensation costs of investment professionals, BMAA Clients (and indirectly BMAA Client investors), and not solely Blackstone, will bear some or all of the costs of such platform companies including costs related to overhead and the sourcing, due diligence and analysis of investments, as well as the compensation for the individuals and entity undertaking the build-up strategy. Such expenses could be borne directly by BMAA Clients as partnership expenses (or broken deal expenses, if applicable) or indirectly through expenditures by a Portfolio Entity. None of such Portfolio Entities or Consultants will be treated as affiliates of BMAA for purposes of the Constituent Documents and none of the fees, costs or expenses described above will reduce or offset the Management Fee.

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

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

Blackstone is under no obligation to decline any engagements or investments in order to make an investment opportunity available to BMAA Clients (e.g., investments in a competitor of a client or other person with whom Blackstone has a relationship). Blackstone and its employees have long-term relationships with a significant number of corporations and their senior management. In determining whether to invest in a particular transaction on a BMAA Client's behalf, BMAA will consider those relationships (including any incentives or disincentives as part of such relationship) when evaluating an investment opportunity, and such relationships can be expected to influence BMAA's decision to make or not make particular investments on a BMAA Client's behalf. BMAA Clients may also co-invest with clients of Blackstone in particular investments, and the relationship with such clients could influence the decisions made by BMAA with respect to such investments. BMAA Clients could be required to sell or hold existing investments as a result of investment banking relationships or other relationships that Blackstone may have or transactions or investments that Blackstone may make or has made. (See "—Other Blackstone Clients; Allocation of Investment Opportunities; Predecessor and Successor Funds" and "Portfolio Entity Relationships Generally" herein.) Therefore, there can be no assurance that all potentially suitable investment opportunities that come to the attention of Blackstone will be made available to BMAA Clients. (See "—Other Blackstone Clients; Allocation of Investment Opportunities; Predecessor and Successor Funds" and "Portfolio Entity Relationships Generally" and "—Conflicting Fiduciary Duties to Debt Funds" herein.) BMAA Clients may also co-invest with Other Blackstone Clients or other persons with whom Blackstone has a relationship in particular investment opportunities, and other aspects of these Blackstone relationships could influence the decisions made by BMAA with respect to BMAA Clients' investments and otherwise result in a conflict. (See also "—Other Blackstone Clients; Allocation of Investment Opportunities; Predecessor and Successor Funds" herein.)

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

***Minority Investments in Asset Management Firms.*** Blackstone and Other Blackstone Clients, including Blackstone Strategic Capital Holdings ("BSCH") and its related parties, regularly make minority investments in alternative asset management firms that are not affiliated with Blackstone, BMAA Clients, Other Blackstone Clients and their respective Portfolio Entities, and which may from time to time engage in similar investment transactions, including with respect to purchase and sale of investments, with these asset management firms and their sponsored funds and portfolio entities. Typically, the Blackstone-related party with an interest in the asset management firm would be entitled to receive a share of carried interest/performance based incentive compensation and net fee income or revenue share generated by the various products, vehicles, funds and accounts managed by that third party asset management firm that are included in the transaction or activities of the third party asset management firm, or a subset of such activities such as transactions with a Blackstone-related party. In addition, while such minority investments are generally structured so that Blackstone does not "control" such third party asset management firms, Blackstone may nonetheless be afforded certain governance rights in relation to such investments (typically in the nature of "protective" rights, negative control rights or anti-dilution arrangements, as well as certain reporting and consultation rights) that afford Blackstone the ability to influence the firm. Although Blackstone and Other Blackstone Clients, including BSCH, do not intend to control such third party asset management firms, there can be no assurance that all third parties will similarly conclude that such investments are non-control investments or that, due to the provisions of the governing documents of such third party asset management firms or the interpretation of applicable law or regulations, investments by Blackstone and Other Blackstone Clients, including BSCH, will not be



deemed to have control elements for certain contractual, regulatory or other purposes. While such third party asset managers will not be deemed “affiliates” of Blackstone under the Constituent Documents or for any other purpose, Blackstone will, under certain circumstances, be in a position to influence the management and operations of such asset managers and the existence of its economic/revenue sharing interest therein may give rise to conflicts of interest. Participation rights in a third party asset management firm (or other similar business), negotiated governance arrangements and/or the interpretation of applicable law or regulations could expose the investments of BMAA Clients to claims by third parties in connection with such investments (as indirect owners of such asset management firms or similar businesses) that may have an adverse financial or reputational impact on the performance of BMAA Clients. Furthermore, it is expected that from time to time BMAA Clients, their affiliates and their respective Portfolio Entities will engage in transactions with, and buy and sell investments from, any such third party asset managers and their sponsored funds, and make investments in vehicles sponsored by such third party asset managers, which may result in the Blackstone-related party earning carried interest/performance-based incentive compensation and/or fee income in respect of any such transactions. Such transactions and other commercial arrangements between BMAA Clients and their Portfolio Entities, on the one hand, and such third party asset managers, on the other, are not subject to BMAA Client investors’ approval. There can be no assurance that the terms of these transactions between parties related to Blackstone, on the one hand, and BMAA Clients and their Portfolio Entities, on the other hand, will be at arm’s length or that Blackstone will not receive a benefit from such transactions, which can be expected to incentivize Blackstone to cause these transactions to occur. Such conflicts related to investments in and arrangements with other asset management firms will not necessarily be resolved in favor of BMAA Clients. Investors will not be entitled to receive notice or disclosure of the terms or occurrence of either the investments in alternative asset management firms or transactions therewith and will not receive any benefit from such transactions.

***Blackstone Policies and Procedures; Information Walls.*** Blackstone has implemented policies and procedures to address conflicts that arise as a result of its various activities, as well as regulatory and other legal considerations. Specified policies and procedures, such as Blackstone’s information wall policy, implemented by Blackstone to mitigate potential conflicts of interest and address certain regulatory requirements and contractual restrictions will reduce the synergies and collaboration across Blackstone’s various businesses that BMAA Clients expect to draw on for purposes of identifying, pursuing, and managing attractive investment opportunities. Because Blackstone has many different asset management and advisory businesses, including private equity, growth equity, a credit business, a secondary funds business, an infrastructure business, an insurance solutions business, a hedge fund business, a capital markets group, a life sciences business and a real estate advisory business, it is subject to a number of actual and potential conflicts of interest, greater regulatory oversight and more legal and contractual restrictions than that to which it would otherwise be subject if it had just one line of business. In addressing these conflicts and regulatory, legal and contractual requirements across its various businesses and to protect against the inappropriate sharing and/or use of information between BMAA Clients and the other business units at Blackstone, Blackstone has implemented certain policies and procedures (e.g., Blackstone’s information wall policy), regarding the sharing of information that have the potential to reduce the positive synergies that BMAA Clients could otherwise expect to utilize for purposes of identifying, pursuing and managing attractive investments. For example, Blackstone will from time to time come into possession of material non-public information with respect to companies in which Other Blackstone Clients may be considering making an investment or companies that are clients of Blackstone. As a consequence, that information, which could be of benefit to a BMAA Client, might become restricted to those other respective businesses and otherwise be unavailable to such BMAA Client. There can be no assurance, however, that any such policies and/or procedures will be effective in accomplishing their

stated purpose and/or that they will not otherwise adversely affect the ability of BMAA Clients to effectively achieve their investment objective by unduly limiting the investment flexibility of BMAA Clients and/or the flow of otherwise appropriate information between BMAA and other business units at Blackstone. For example, in some instances, personnel of Blackstone may be unable, for example, to assist with the activities of BMAA Clients as a result of these walls. There can be no assurance that additional restrictions will not be imposed that would further limit the ability of Blackstone to share information internally. In addition, due to these restrictions, in some instances, BMAA Clients would not be able to initiate a transaction that it otherwise might have initiated and may not be able to arrange for the sale and liquidation of all or any portion of an investment that it otherwise might have sold.

In addition, to the extent that Blackstone is in possession of material non-public information or is otherwise restricted from trading in certain securities, BMAA Clients and BMAA may also be deemed to be in possession of such information or otherwise restricted. Additionally, the terms of confidentiality or other agreements with or related to companies in which any Blackstone fund has or has considered making an investment or which is otherwise a client of Blackstone will from time to time restrict or otherwise limit the ability of BMAA Clients and/or their Portfolio Entities and their affiliates to make investments in or otherwise engage in businesses or activities competitive with such companies. Blackstone reserves the right to enter into strategic relationships with investors (and/or one or more of their affiliates) that involve an overall relationship with Blackstone that could (but is not required to) incorporate one or more strategies (including, but not limited to, a different sector and/or geographical focus within the same or a different Blackstone business unit) in addition to BMAA Clients' strategies ("Strategic Relationships") in certain regions or with respect to certain types of investments that, although intended to provide greater opportunities for BMAA Clients, may require BMAA Clients to share such opportunities or otherwise limit the amount of an opportunity BMAA Clients can otherwise take.

**Data Services.** Blackstone or an affiliate of Blackstone formed in the future will provide data services to Portfolio Entities, to certain investors in the BMAA Clients and in Other Blackstone Clients, and to the BMAA Clients and Other Blackstone Clients and other Blackstone affiliates and associated entities (including funds in which Blackstone and Other Blackstone Clients make investments, and Portfolio Entities thereof) (collectively, "Data Holders"). Such services can be expected to include assistance with obtaining, analyzing, curating, processing, packaging, distributing, organizing, mapping, holding, transforming, enhancing, marketing and selling such data (among other related data management and consulting services) for monetization through licensing or sale arrangements with third parties and, subject to the limitations in the Constituent Documents and any other applicable contractual limitations, with BMAA Clients, Other Blackstone Clients, Portfolio Entities, investors in the BMAA Clients and in Other Blackstone Clients, and other Blackstone affiliates and associated entities (including funds in which Blackstone and Other Blackstone Clients make investments, and Portfolio Entities thereof). Where Blackstone believes appropriate, data from one Data Holder will be aggregated or pooled with data from other Data Holders. Any revenues arising from such aggregated or pooled data sets would be allocated between applicable Data Holders on a fair and reasonable basis as determined by Blackstone in its sole discretion, with Blackstone able to make corrective allocations should it determine subsequently that such corrections were necessary or advisable. If Blackstone in the future enters into data services arrangements with Portfolio Entities and such Portfolio Entities pay Blackstone compensation for such data services, BMAA Clients will indirectly bear their share of the cost of such compensation based on their ownership of such Portfolio Entities. To the extent Blackstone receives compensation for such data management services, such compensation could include a percentage of the revenues generated through any licensing or sale arrangements with respect to the relevant data, as well as fees, royalties and cost and expense reimbursement (including start-up costs and allocable overhead associated with personnel working on

relevant matters (including salaries, benefits and other similar expenses)). Such compensation will not offset or reduce management fees or any other fees or expenses borne by the BMAA Clients or otherwise be shared with the BMAA Clients or BMAA Client investors. Additionally, Blackstone is also expected to share and distribute the products from such data services within Blackstone or its affiliates (including Other Blackstone Clients or their Portfolio Entities) at no charge and, in such cases, the Data Holders will not receive any financial or other benefit from having provided such data to Blackstone. The potential receipt of such compensation by Blackstone creates incentives for Blackstone to cause the BMAA Clients to invest in Portfolio Entities with a significant amount of data that it might not otherwise have invested in or on terms less favorable than it otherwise would have sought to obtain on behalf of such BMAA Clients. See also “Data” herein.

**Data.** Blackstone receives, generates or obtains various kinds of data and information from the BMAA Clients, Other Blackstone Clients, their respective Portfolio Entities, and, at their election, certain investors in BMAA Clients and investors in Other Blackstone Clients, and service providers, including but not limited to data and information relating to or created in connection with business operations, financial results, trends, budgets, plans, suppliers, customers, employees, contractors, ESG, energy usage, carbon emissions and related metrics, financial information, commercial and transactional information, customer and user data, employee and contractor data, supplier and cost data, and other related data and information, some of which is sometimes referred to as alternative data or “big data.” Blackstone can be expected to be better able to anticipate macroeconomic and other trends, and otherwise develop investment themes or identify specific investment, trading or business opportunities, as a result of its access to (and rights regarding, including use, ownership, distribution and derived works rights over) this data and information from the BMAA Clients, Other Blackstone Clients, their Portfolio Entities and investors in the BMAA Clients and investors in Other Blackstone Clients. Blackstone has entered and will continue to enter into information sharing and use, measurement, and other arrangements with the BMAA Clients, Other Blackstone Clients, their Portfolio Entities, and, at their election, certain investors in the BMAA Clients and investors in Other Blackstone Clients, as well as with related parties and service providers, which will give Blackstone access to (and rights regarding, including use, ownership, distribution, and derived works rights over) data that it would not otherwise obtain in the ordinary course. Further, this alternative data is expected to be aggregated across the BMAA Clients, Other Blackstone Clients and their respective Portfolio Entities. Although Blackstone believes that these activities improve Blackstone’s investment management and other business activities on behalf of the BMAA Clients and Other Blackstone Clients, information obtained from the BMAA Clients, their Portfolio Entities and, at their election, certain investors in the BMAA Clients and in Other Blackstone Clients also provides material benefits to Blackstone or Other Blackstone Clients typically without compensation or other benefit accruing to the BMAA Clients, their investors or Portfolio Entities. For example, information obtained from a Portfolio Entity owned by a BMAA Client can be expected to enable Blackstone to better understand a particular industry, enhance Blackstone’s ability to provide advice or direction to another Portfolio Entity’s management team on strategy or operations, and execute trading and investment strategies in reliance on that understanding for Blackstone, other BMAA Clients and Other Blackstone Clients that do not own an interest in such Portfolio Entity, typically without compensation or benefit to such Portfolio Entity or the BMAA Client that owns it. Blackstone is expected to serve as the repository for data described in this paragraph, including with ownership, use and distribution rights therein.

Furthermore, except for contractual obligations to third parties to maintain confidentiality of certain information or otherwise limit the scope and purpose of its use or distribution, and regulatory limitations on the use of material non-public information, Blackstone is generally free to use and distribute data and information from a BMAA Client’s and its Portfolio Entities’ activities to assist in the pursuit of

Blackstone's various other activities, including but not limited to trading activities or other uses for the benefit of Blackstone, another BMAA Client or an Other Blackstone Client. Any confidentiality obligations in the Constituent Documents do not limit Blackstone's ability to do so. For example, Blackstone's ability to trade in securities of an issuer relating to a specific industry could, subject to applicable law, be enhanced by information of a Portfolio Entity in the same or related industry. Such trading or other business activities are expected to provide a material benefit to Blackstone without compensation or other benefit to the BMAA Clients or their investors.

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

***Buying and Selling Investments or Assets from Certain Related Parties.*** A BMAA Client and its Portfolio Entities can be expected to purchase investments or assets from or sell investments or assets of such BMAA Client to the BMAA Client's investors, other BMAA Client, Other Blackstone Clients, Portfolio Entities of other BMAA Client or Other Blackstone Clients or their respective related parties, including parties which such BMAA Client investors, other BMAA Clients, Other Blackstone Clients or Portfolio Entities own or have invested in. In certain circumstances, it can be expected that the proceeds received by a counterparty from a BMAA Client in respect of an investment or asset will be distributed, in whole or in part, to a related party of the BMAA Client (i.e., a BMAA Client investor, Other Blackstone Clients and/or Portfolio Entities thereof) when such related party indirectly holds interests in such underlying investment or asset through the counterparty (including, for example, in such related party's capacity as an investor in such counterparty). Blackstone will generally rely upon internal analysis consistent with its valuation policies and procedures to determine the value of the applicable investment or asset, though it could also obtain third-party valuation reports in respect thereof. In other circumstances, where a BMAA Client or a related party of the BMAA Client (i.e., a BMAA Client Investor, a Portfolio Entity of another BMAA Client or an Other Blackstone Client, another BMAA Client or an Other Blackstone Client) holds publicly traded securities in a Portfolio Entity and the BMAA Client or such related party has entered into a privately negotiated transaction with such Portfolio Entity, the BMAA Client or such related party can be expected to receive (directly or indirectly) proceeds from such related party or the BMAA Client, as applicable, upon the consummation of such privately negotiated transaction. In each such circumstance, BMAA Client investors, other BMAA Clients, Other Blackstone Clients, Portfolio Entities of other Clients or Other Blackstone Clients or their respective related parties could also have limited governance rights in respect of such counterparty or such investment or asset. Purchases and sales of investments or assets of the BMAA Clients between the BMAA Client or their Portfolio Entities, on the one hand, and limited partners and/or Portfolio Entities of other BMAA Clients or Other Blackstone Clients or their respective related parties, on the other hand, are not subject to the approval of any advisory committee of a BMAA Client or BMAA Client investor (or independent client representative (if any)), or any board of directors, as applicable, except as expressly required under the Constituent Documents or unless otherwise required under the Advisers Act or other applicable laws or regulations. A BMAA Client could originate or initially acquire an investment (or portfolio of related investments) in circumstances where it expects that certain portions or tranches thereof (which could be of different levels of seniority or credit quality) will be syndicated to one or more other BMAA Clients or Other Blackstone Clients or where such other BMAA Clients or Other Blackstone Clients provide equity or debt financing to the BMAA Clients or third-party purchasers in connection with the disposition of such assets (in which case Blackstone will have conflicting

duties in determining the tranching thereof). See also “—Syndication; Warehousing” herein. Blackstone will have conflicting duties to a BMAA Client and Other Blackstone Clients when a Client (or its Portfolio Entity) buys or sells assets from or to other BMAA Clients or Other Blackstone Clients (and, potentially, when the BMAA Client buys, sells, or redeems interests in other Clients or Other Blackstone Clients) or when such other BMAA Clients or Other Blackstone Clients provide equity or debt financing to a BMAA Client or third-party purchasers in connection with the disposition of such assets, including as a result of different financial incentives Blackstone could have with respect to the BMAA Client and such Other Blackstone Clients. These conflicts will not necessarily be resolved in favor of a BMAA Client, and the BMAA Client’s limited partners will not necessarily receive notice or disclosure of the occurrence of these conflicts. In addition, certain financings between a BMAA Client and Blackstone affiliates are expected to involve structuring that in form is a transaction between the BMAA Client and an affiliate, but will not be treated as the sale of an investment to the BMAA Clients from a Blackstone affiliate (or vice versa) for purposes of the Constituent Documents, as determined by BMA in good faith.

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

**Selling Assets to Other Blackstone Clients.** Blackstone will have conflicting duties to the BMAA Clients and Other Blackstone Clients when the BMAA Clients sell assets to Other Blackstone Clients, including as a result of different financial incentives Blackstone may have with respect to the BMAA Clients and such Other Blackstone Clients. There can be no assurance that any assets sold by the BMAA Clients to an Other Blackstone Client will not be valued or allocated a sale price that is lower than might otherwise

have been the case if such asset were sold to a third-party rather than to an Other Blackstone Client. Blackstone will not be required to solicit third-party bids prior to causing the BMAA Clients to sell an asset to an Other Blackstone Client as provided above.

***Other Blackstone Clients; Allocation of Investment Opportunities; Predecessor and Successor Funds.*** Blackstone invests its own capital and third party capital on behalf of Other Blackstone Clients and BMAA Clients in a wide variety of investment opportunities throughout the world. To the extent any Other Blackstone Clients have investment objectives or guidelines that overlap with those of BMAA Clients, such Other Blackstone Clients may receive priority over BMAA Clients with respect to any investment opportunity that falls within such common objectives or guidelines or such investment opportunity may be allocated in any manner deemed appropriate by Blackstone in its sole discretion. In addition, certain exceptions exist that allow specified types of investment opportunities that fall within BMAA Clients' investment objectives or strategy to be allocated in whole or in part to Blackstone itself and/or Other Blackstone Clients, such as strategic investments made by Blackstone itself (whether in financial institutions or otherwise) and the exception for Other Blackstone Clients that have investment objectives or guidelines similar to or overlapping, in whole or in part, with those of BMAA Clients to some extent, or pursue similar returns as a BMAA Client but have a different investment strategy or objective. It is expected that some activities of Blackstone (including Blackstone Innovations ("BXI")), the Other Blackstone Clients and their Portfolio Entities will compete with BMAA Clients and their Portfolio Entities for one or more investment opportunities that are consistent with BMAA Clients' investment objectives and would otherwise be appropriate for BMAA Clients, and as a result such investment opportunities may only be available on a limited basis, or not at all, to BMAA Clients. Further, with respect to any investment opportunities falling within the BMAA Clients' investment objectives or strategy involving interests in portfolio companies of other funds (including Other Blackstone Clients) that are the subject of a fund restructuring or similar transaction, investors in such funds can be expected to have priority rights to roll over their existing interests or otherwise reinvest in such portfolio companies (e.g., through a newly formed "continuation fund") in connection therewith, such that the BMAA Clients are not allocated all or any part of any such investment opportunity. Blackstone or its personnel may also from time to time make and hold investments of various types with or in lieu of Other Blackstone Clients. Although such investments would be limited or restricted by the Constituent Documents or the agreements for Other Blackstone Clients, to the extent Blackstone or its personnel do make or hold such investments, many of the conflicts of interest associated with the activities of Other Blackstone Clients also apply to such investment activities of Blackstone. BMAA has conflicting loyalties in determining whether an investment opportunity should be allocated to BMAA Clients, Blackstone or an Other Blackstone Client, and these conflicts may not necessarily be resolved in favor of BMAA Clients. Blackstone has adopted guidelines and policies, which it can be expected to update from time to time, regarding allocation of investment opportunities or its personnel.

- ***Overlapping Objectives and Strategies:*** In circumstances in which any Other Blackstone Clients have investment objectives or guidelines that overlap with those of BMAA Clients, in whole or in part, Blackstone generally determines the relative allocation of investment opportunities between or among one or more BMAA Clients and/or such Other Blackstone Clients on a fair and reasonable basis in good faith according to guidelines and factors determined by it. However, the application of those guidelines and factors may result in BMAA Clients not participating, or not participating to the same extent, in investment opportunities in which they would have otherwise participated, or participated to a greater extent, had the related allocations been determined without regard to such guidelines. BMAA could also determine not to pursue opportunities as discussed below in "Certain investments inside BMAA Clients' Mandate that are not Pursued by

BMAA Clients”, or, alternatively, could later determine an opportunity is appropriate for the BMAA Clients after initially reviewing such opportunity for or on behalf of an Other Blackstone Client. Among the factors that Blackstone considers in making investment allocations among BMAA Clients and Other Blackstone Clients are the following: (x) any applicable investment strategies, mandates, objectives, focus, parameters, guidelines, investor preferences, limitations and other contractual provisions, obligations and terms relating to BMAA Clients and such Other Blackstone Clients and the duration of their respective investment periods and holding periods, (y) available capital of BMAA Clients and such Other Blackstone Clients as determined by BMAA in good faith (which may take into account relative portfolio composition, anticipated co-investment and other considerations in addition to buying power), and the duration of the investment period, and (z) legal, tax, accounting, regulatory and other considerations deemed relevant by BMAA, including, without limitation, (i) primary and permitted investment strategies, guidelines, liquidity positions and requirements, mandates, focus and objectives of BMAA Clients and the Other Blackstone Clients, including, without limitation, with respect to Other Blackstone Clients that expect to invest in or alongside other funds or across asset classes based on expected return (such as other BMAA Clients, the BXCI Funds, the BXMA Funds (including the Blackstone Strategic Opportunity Fund and TacOpps Funds and certain managed accounts or other investment vehicles (whether now in existence or which may be established in the future) with similar investment strategies and objectives)), (ii) sourcing of the investment and the nature and extent of involvement of the respective teams of investment professionals related to BMAA Clients, (iii) the sector and geography/location of the investment, (iv) the specific nature (including size, type, amount, liquidity, holding period, remaining investment periods, anticipated maturity and minimum investment criteria) of the investment, (v) expected investment return, (vi) risk/return profile of the investment, (vii) expected leverage on the investment, (viii) expected cash characteristics (such as cash-on-cash yield, distribution rates or volatility of cash flows), (ix) capital expenditure required as part of the investment, (x) portfolio diversification and concentration concerns (including, but not limited to, whether a particular fund already has its desired exposure to the investment, sector, industry, geographic region or markets in question), (xi) relation to existing investments in a fund, if applicable (e.g., “follow on” to existing investment, joint venture or other partner to existing investment, or same security as existing investment), (xii) avoiding allocation that could result in de minimis or odd lot investments, (xiii) co-investment arrangements, (xiv) anticipated tax treatment of the investment, (xv) timing expected to be necessary to execute an investment, and (xvi) other considerations deemed relevant by BMAA in good faith. When BMAA determines not to pursue some or all of an investment opportunity for a BMAA Client that would otherwise be within such BMAA Client’s objectives and strategies, and Blackstone provides the opportunity or offers the opportunity to Other Blackstone Clients, Blackstone, including its personnel (including BMAA’s personnel), can be expected to receive compensation from the Other Blackstone Clients, whether or not in respect of a particular investment, including an allocation of carried interest, referral fees or revenue share, and any such compensation could be greater than amounts paid by such BMAA Client to BMAA. As a result, there is an incentive for BMAA (including its personnel who receive such compensation) to allocate investment opportunities away from the BMAA Clients to or source investment opportunities for Other Blackstone Clients, which could result in fewer opportunities (or reduced allocations) being made available to the BMAA Clients or to the investors in the BMAA Clients as co-investment. In addition, in some cases Blackstone can be expected to earn greater fees when Other Blackstone Clients participate alongside or instead of the BMAA Clients in an investment.

Certain funds, vehicles, clients, accounts and other similar arrangements (including vehicles for retail investors), including, among others, the BTAS Funds and BXPE Funds (together, “Blackstone Multi-Strategy Vehicles”), are part of multi-strategy programs designed to provide investors with exposure to a broad mix of, and leverage the talent and investment capabilities of, Blackstone’s key investment programs (e.g., private equity, real estate, credit, tactical opportunities, secondaries, life sciences, infrastructure and growth). The BTAS Funds and BXPE Funds will seek to invest a material portion (and potentially substantially all) of their assets in investments in which Other Blackstone Clients participate, and, as part of their investment programs, can be expected to seek to make investments that are also appropriate for other BMAA Clients. The BTAS Funds and BXPE Funds (or any similar future Blackstone investment program) may participate in investments alongside each other and other BMAA Clients and can be expected participate in investments alongside certain Other Blackstone Clients with overlapping investment objectives (including through Blackstone’s side-by-side co-investment rights, as described below), which may from time to time result in the BTAS Funds or other BMAA Clients receiving a lower allocation (and potentially, in some cases, no allocation) of investment opportunities than otherwise would be the case. The overlapping objectives of the BTAS Funds and BXPE Funds (or any similar future Blackstone investment program) could also give rise to conflicts of interest relating to the allocation of investment opportunities between the BTAS Funds, on the one hand, and the BXPE Funds or any similar future Blackstone investment program, on the other hand, which Blackstone will seek to resolve in a fair and equitable manner, although there is no assurance that Blackstone will be able to do so. Blackstone intends to establish additional Blackstone Multi-Strategy Vehicles in the future.

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

Blackstone Multi-Strategy Vehicles (such as the BXPE Funds) with investment objectives that overlap (to varying degrees) with only a portion of the investment strategy(ies) pursued by the BMAA Clients could also be allocated certain investment opportunities (in whole or in part) in lieu of the BMAA Clients on a case-by-case basis. Any such Blackstone Multi-Strategy Vehicles could grow significantly in size over time, and such vehicles could be allocated a substantial portion of any such investment opportunities (and in some cases, a majority thereof). Therefore, it is expected that, in connection with such Blackstone Multi-Strategy Vehicles that are formed and are actively investing, other BMAA Clients will receive a lower allocation (and potentially, in some cases, no allocation) of investment opportunities than otherwise would be the case.

Other Blackstone Clients (including certain Blackstone Multi-Strategy Vehicles) will be regulated under the 1940 Act or foreign equivalent (each, a “Regulated Client”) and could be subject to exemptive orders from the SEC or equivalent from other foreign regulators (as amended or superseded from time to time, the “Exemptive Orders”). Such Exemptive Orders, if required, could include restrictions and limitations that are not currently foreseen and extend beyond those



described below. As a result, it is generally expected that the BMAA Clients investing alongside the Regulated Clients will be subject to legal, tax, regulatory, accounting, contractual and other similar considerations, including without limitation those related to the 1940 Act (including any Exemptive Orders). Certain Regulated Clients have received, and others can be expected to receive, an Exemptive Order permitting the Regulated Clients to co-invest with certain other persons, including certain affiliates of Blackstone, and certain funds managed and controlled by BMAA or Blackstone, including the BMAA Clients, Other Blackstone Clients, and their affiliates, subject to certain terms and conditions. In order to permit the BMAA Clients to co-invest alongside a Regulated Client, it is possible the investment adviser of such Regulated Client will be required to serve, subject to applicable law, as an investment adviser to the BMAA Clients (including as a co-adviser or sub-adviser). The rules promulgated by the SEC under the 1940 Act, as well as any related guidance from the SEC and/or the terms of any Exemptive Order itself, are subject to change, and the investment adviser of the Regulated Client(s) could undertake to amend the Exemptive Order (subject to SEC approval), obtain additional exemptive relief, or otherwise be subject to other requirements in respect of investments involving the BMAA Clients, any Other Blackstone Client and any Regulated Clients, any of which could impact the amount of any allocation made available to Regulated Clients and thereby affect (and potentially decrease) the allocation made to the BMAA Clients.

Due to the potential requirements applicable to Regulated Funds under an Exemptive Order, in the event that a Regulated Fund participates in an investment alongside a BMAA Client, the structuring options available for such investment are expected to be more limited than if a Regulated Fund were not participating in such investment, and such structuring could result in increased costs to the BMAA Client that would not otherwise have resulted had a Regulated Fund not participated. The BMAA Client could therefore incur materially higher expenses on an ongoing basis than would otherwise be the case.

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

parties, and such parties may pursue the opportunity. In such instances, investment opportunities which are within such common objectives or guidelines will be allocated between BMAA Clients and such other vehicle by the general partner on a basis that the general partner believes in good faith to be fair and reasonable (which, in certain instances, may result in BMAA Clients not participating and/or not participating to the same extent in all or part of an investment opportunity). In making its good faith determination as to what is “fair and reasonable” under the circumstances, the general partner and its affiliates shall be permitted to consider a number of factors including, without limitation, the specific nature of the investment, size and type of the investment, relative investment strategies and primary investment mandates, portfolio diversification concerns, contractual obligations, applicable investment limitations or guidelines and other terms of such funds, relative amounts of available capital for each investment fund, duration of the investment period of each fund, source of the investment opportunity, the investment focus of each fund, anticipated holding period and remaining investment periods, co-investment arrangements, the nature and extent of involvement of the respective teams of investment professionals dedicated to BMAA Clients when compared to the Other Blackstone Clients, legal, tax, regulatory, accounting and other similar considerations, and other considerations deemed relevant in good faith. In addition, as a general matter, it is expected that Blackstone’s Real Estate, Private Equity and Credit business will receive priority over most real estate opportunities, control equity opportunities and certain types of credit opportunities, respectively. The arrangements described herein may result in investments that fit within the primary investment mandate of BMAA Clients being wholly or partially allocated to one or more Other Blackstone Clients. Such Other Blackstone Clients will from time to time (i) make or receive priority allocations of certain investments that are appropriate for a BMAA Client and (ii) participate in investments alongside a BMAA Client, provided that any such allocation may be subsequently adjusted at Blackstone’s discretion. Any such Other Blackstone Clients may be advised by a different Blackstone business group with a different investment committee, which could determine an investment opportunity to be more attractive than BMAA believes to be the case. In any event, there can be no assurance that BMAA’s assessment will prove correct or that the performance of any investments actually pursued by BMAA Clients will be comparable to any investment opportunities that are not pursued by BMAA Clients. Blackstone, including its personnel will, in certain circumstances, receive compensation from any such party that makes the investment, including an allocation of carried interest, referral fees, or revenue share, and any such compensation could be greater than amounts paid by BMAA Clients to BMAA. In some cases, Blackstone earns greater fees when Other Blackstone Clients participate alongside or instead of BMAA Clients in an investment.

With respect to each general partner’s ability to allocate investment opportunities, including where such opportunities are within the common objectives and guidelines of BMAA Clients and Other Blackstone Client (which allocations are to be made on a basis that each general partner believes in good faith to be fair and reasonable), Blackstone has established general guidelines for determining how such allocations are to be made, which, among other things, set forth priorities and presumptions regarding what constitutes “debt” investments, “control-oriented equity” investments, “energy” investments, “preferred” investments, risk and return characteristics for defining “core” or “core+” investments and “infrastructure” investments, presumptions regarding allocation for certain types of investments (e.g., distressed investments) and other matters. The application of such guidelines may result in BMAA Clients not participating, or not participating to the same extent, in investment opportunities in which it would have otherwise participated had the guidelines not existed.

- Financial Compensation to Allocate Investment Opportunities to Other Blackstone Clients:* When BMAA determines not to pursue some or all of an investment opportunity for BMAA Clients that would otherwise be within BMAA Clients' objectives and strategies, and Blackstone provides the opportunity or offers the opportunity to Other Blackstone Clients, Blackstone, including its personnel (including real estate personnel) can be expected to receive compensation from the Other Blackstone Clients, whether or not in respect of a particular investment, including an allocation of carried interest, referral fees, or revenue share, and any such compensation could be greater than amounts paid by BMAA Clients to BMAA. As a result, BMAA (including its personnel who receive such compensation) could be incentivized to allocate investment opportunities away from BMAA Clients to or source investment opportunities for Other Blackstone Clients, which could result in fewer opportunities (or reduced allocations) being made available to BMAA Clients or to the investors in BMAA Clients as co-investment. In addition, in some cases Blackstone can be expected to earn greater fees when Other Blackstone Clients participate alongside or instead of BMAA Clients in an investment.
- Basis for Investment Allocation Determinations:* BMAA makes good faith determinations for allocation decisions based on expectations that will, in certain circumstances, prove inaccurate and such determinations require it to make subjective judgements regarding application of the guidelines and arrangements described herein. Information unavailable to BMAA, or circumstances not foreseen by BMAA at the time of allocation, may cause an investment opportunity to yield a different return than expected. For example, an investment opportunity that BMAA determines to be consistent with the return objectives of a lower return fund and/or a core fund rather than BMAA Clients may not match BMAA's expectations and underwriting and generate an actual return that would have been appropriate for BMAA Clients. Conversely, an investment that BMAA expects to be consistent with BMAA Clients' return objectives will, in certain circumstances, fail to achieve them or exceed them. Any such judgments and application involves inherent conflicts and risks that assumptions regarding investment opportunities may not ultimately prove correct. As such, there can be no assurance that the subjective judgments made by BMAA will prove correct in hindsight.
- Investment Alongside (or In) Other Blackstone Clients:* BMAA Clients will also invest alongside Other Blackstone Clients (including other vehicles in which Blackstone or its personnel invest) in investments that are suitable for one or more of BMAA Clients and such Other Blackstone Clients. To the extent BMAA Clients jointly hold securities with any Other Blackstone Client that has a different expected duration or liquidity terms, conflicts of interest will arise between BMAA Clients and such Other Blackstone Client with respect to the timing and manner of disposition of opportunities. In order to mitigate any such conflicts of interest, BMAA Clients may recuse themselves from participating in any decisions relating or with respect to the investment by BMAA Clients or the Other Blackstone Client. If the Other Blackstone Client maintains voting rights with respect to the securities it holds, or if BMAA Clients do not recuse themselves, Blackstone may be required to take action where it will have conflicting loyalties between its duties to BMAA Clients and such Other Blackstone Clients, which may adversely impact BMAA Clients. (See also "—Other Blackstone Clients; Allocation of Investment Opportunities; Predecessor and Successor Funds" herein). Even if BMAA Clients and any Other Blackstone Clients (and/or co-investment or other vehicles) invest in the same securities, conflicts of interest may still arise. For example, it is possible that as a result of legal, tax, regulatory, accounting or other considerations, the terms of such investment (including with respect to price and timing) for BMAA Clients and such other funds and vehicles may not be the same. Additionally, BMAA Clients and such Other Blackstone

Clients and/or vehicles will generally have different expiration dates and/or investment objectives (including return profiles) and Blackstone, as a result, may have conflicting goals with respect to the price and timing of disposition opportunities and such differences may also impact the allocation of investment opportunities (including follow-on investments related to earlier investments made by BMAA Clients and Other Blackstone Clients). Such Other Blackstone Clients may also have certain governance rights for legal, regulatory or other reasons that BMAA Clients will not have. As such, BMAA Clients and/or such Other Blackstone Clients may dispose of any such shared investment (or choose whether to invest in related investments (such as follow-on investments)) at different times and on different terms. It is also possible that BMAA Clients and/or one or more Other Blackstone Client will buy certain investments or assets at or about the same time that one or more Other Blackstone Clients are selling the same or related investments or assets. Such circumstances can be expected to arise from time to time for a number of reasons and may depend on various factors including the respective amounts of available capital, expiration dates, investment objectives and/or return profiles of BMAA Clients and/or Other Blackstone Clients. The general partners will not be required to provide notice or disclosure of the terms or occurrence of any such transactions to investors or to obtain any consent or approval from the applicable investors or any Independent Client Representative and there can be no assurance that conflicts of interest arising out of such transactions will be resolved in favor of BMAA Clients.

Furthermore, with respect to instances where a BMAA Client participates in an Other Blackstone Client through a fund life commitment to such Other Blackstone Client, it is likely that the investment period of that particular BMAA Client will differ from the investment period of such Other Blackstone Client (e.g., BMAA Client's investment period may terminate prior to the termination of the investment period of such Other Blackstone Client). In such instances, BMAA Clients will only participate in such fund life commitment and satisfy funding obligations with respect to new investments made by such Other Blackstone Client for the duration of such BMAA Client's (and not such Other Blackstone Client's) investment period. However, throughout the duration of such BMAA Client's term, it will continue to satisfy funding obligations with respect to investments made by the Other Blackstone Client during such BMAA Client's investment period and its *pro rata* share of non-investment related partnership expenses of such Other Blackstone Client. As a result, the investment performance of such BMAA Client's investment in such Other Blackstone Client will not represent the aggregate investment performance of such Other Blackstone Client. Moreover, while it is expected that, after a particular BMAA Client's investment period has expired, other BMAA Client (including BMAA Client formed after the initial fund life commitment was made) participating in such fund life or perpetual life commitment will satisfy funding obligations with respect to new investments made by such Other Blackstone Client, to the extent such other BMAA Clients are not able to satisfy such funding obligations, Blackstone will satisfy the funding obligations (and, as a result, Blackstone would own that portion of the investment in the Other Blackstone Client).

In the event BMAA Clients makes a fund commitment to an open-ended, perpetual life Other Blackstone Client, such as one of Blackstone's Core+ Real Estate investment vehicles, BMAA Clients' investment in such Other Blackstone Client will generally be conditioned upon the general partner notifying such Other Blackstone Client (prior to BMAA Clients' investment therein) that BMAA Clients will submit a request to be redeemed from such Other Blackstone Client on or around a date that is approximately two years prior to the anticipated expiration (as determined by the investment committee) of BMAA Clients' term. The general partner may elect to submit a

redemption request prior to such date if, for example, the general partner of such Other Blackstone Client notifies its investors (including BMAA Clients) that it intends to wind-up such Other Blackstone Client prior to such date. Additionally, in the event of extreme market turmoil or a fundamental change to the investment profile of such Other Blackstone Client, the general partner may elect to seek the consent of a majority in interest of BMAA Client investors to issue such redemption request prior to or after the originally intended redemption request date.

Investors in BMAA Clients, who independently are also investors in Other Blackstone Clients, may be subject to more concentration risk given the potential exposure to the same underlying deals through multiple avenues.

- *Investment Alongside Blackstone Affiliates:* The Constituent Documents specify that Blackstone (which includes participation by Blackstone affiliates, professionals, employees and related parties, and entities and other key advisors and relationships of Blackstone, including in certain circumstances, Other Blackstone Clients) will be permitted to make, and are expected to make, investments alongside BMAA Clients up to a maximum specified percentage of the total investment amount through Blackstone's side-by-side investment rights. In addition, subject to the terms of the Constituent Documents, each general partner will, in certain circumstances, permit certain Blackstone personnel and other professionals responsible for portfolio operations and other similar operational initiatives with respect to one or more Portfolio Entities of BMAA Clients to participate in these side-by-side rights on an investment-by-investment basis. Each general partner intends to limit participation by any such professionals to investments involving Portfolio Entities of BMAA Clients with respect to which each general partner expects in good faith that such professionals will be materially involved following the consummation of such investment. Such side-by-side investments generally result in BMAA Clients being allocated a smaller share of an investment than would otherwise be the case in the absence of such side-by-side investment rights, and Blackstone generally receives no fees in relation to side-by-side investments, but will often receive additional income in fees and performance compensation from Other Blackstone Clients in connection with such investments. Additionally, Other Blackstone Clients and former Blackstone employees and professionals (and their relatives and related endowment funds) will be permitted (or have the preferred right), and are expected, to participate in Blackstone's side-by-side co-investment rights (and may be allocated a substantial portion of Blackstone's side-by-side co-investment rights). BMAA Clients may lend an amount to Blackstone with respect to its *pro rata* share of such investments; *provided*, that any such amounts so borrowed shall be on no more favorable terms than those applicable to BMAA Clients' borrowing of the related proceeds. The amount of carried interest charged and/or management fees paid by BMAA Clients may be less than or exceed the amount of carried interest charged and/or management fees paid by Other Blackstone Clients. Such variation may create an incentive for Blackstone to allocate a greater percentage of an investment opportunity to BMAA Clients or such Other Blackstone Clients, as the case may be.

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

largely consistent with that of the Legacy Clarus Funds. In addition, Blackstone has established (x) Growth Equity Funds focused on growth equity investments (“Growth Equity Investments”), which will primarily provide capital to companies during the critical phase between venture capital investments and traditional buyouts. While the investment strategy of BMAA Clients would not typically include Defined Exit Investments, Growth Equity Investments or Impact Investments, it is possible that certain of those investment opportunities (or other investment opportunities within the investment objectives of BXLS or the Growth Equity Funds) may fit within, or overlap with, the investment objectives of BMAA Clients and such investment opportunities may be allocated in whole or in part to such other funds and may result in BMAA Clients participating less or not participating at all in such investment opportunities.

In addition, BMAA Clients (including BMAA Clients’ predecessor and successor funds) are expected to have overlapping investment periods. An investment committee will allocate investment opportunities, whether such opportunity is with respect to a periodic allocation election alongside a particular Other Blackstone Client, a commitment to a particular Other Blackstone Client or a single co-investment, among BMAA Clients based on such factors as it determines in good faith to be appropriate, which may include, without limitation, (i) each BMAA Client’s existing investment in the relevant Blackstone Asset Class(es), (ii) the investment limitations of each BMAA Client, (iii) the potential for the proposed investment opportunity to create an industry or sector imbalance in the portfolio of any BMAA Clients, (iv) the investment pace and the proximity of each BMAA Client to the end of its specified term/investment period, (v) capital deployment levels for each BMAA Client, (vi) the tax consequences of such investment, (vii) each BMAA Client’s availability of leverage and any requirements or other terms of any existing leverage facilities to which such BMAA Client is a party, and (viii) such other considerations deemed relevant by each general partner.

Blackstone has also entered into certain investment management arrangements whereby it provides investment management services for compensation to insurance companies, including (i) Fidelity & Guaranty Life Insurance Company and certain of its affiliates (“FGL”), (ii) Everlake Life Insurance Company and certain of its affiliates (“Everlake”), (iii) the insurance companies comprising American International Group Inc.’s life and retirement business (“AIG L&R”). As of the date of this Brochure, Blackstone has acquired a 9.9% equity interest in Everlake, and Everlake is otherwise a portfolio entity of Other Blackstone Clients. In addition, Blackstone has acquired a 9.9% equity interest in the parent company of AIG L&R. As a result, in addition to the compensation Blackstone receives for providing investment management services to insurance companies in which Blackstone and/or an Other Blackstone Client owns an interest, in certain instances Blackstone receives additional compensation in its (and/or such Other Blackstone Client’s) capacity as a direct or indirect owner of such insurance companies. In connection with their investment management arrangements with Blackstone, such insurance companies can be expected to invest across a variety of asset classes (including investments that are otherwise appropriate for BMAA Clients). In the future Blackstone will likely enter into similar arrangements with other Portfolio Entities of BMAA Clients, Other Blackstone Clients or other insurance companies. Such arrangements may reduce the allocations of investments to BMAA Clients, and Blackstone may be incentivized to allocate investments away from BMAA Clients to the counterparties to such investment management arrangements or other vehicles/accounts to the extent the economic arrangements related thereto are more favorable to Blackstone relative to the terms of BMAA Clients. In addition, Blackstone and affiliates of Blackstone may also establish other investment products, vehicles and platforms focusing on specific asset classes or industry

sectors that fall within BMAA Client's investment strategy, which may compete with BMAA Clients for investment opportunities (it being understood that such arrangements may give rise to conflicts of interest that may not necessarily be resolved in favor of BMAA Clients).

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

BMAA will seek to invest the assets of SBS Vehicles in a range of underlying investment strategies alongside certain Other Blackstone Clients pursuant to commitments predetermined by BMAA. Namely, the predetermined allocation framework will commit fixed percentages of an SBS Vehicle's assets to specified Other Blackstone Clients, and may be adjusted and/or revised from time to time. There can be no assurance, however, that certain strategies or Underlying Vehicles will be available for investment by the SBS Vehicles. BMAA's authority to invest the SBS Vehicle assets in the Other Blackstone Clients may give rise to actual or potential conflicts of interest. Furthermore, the risks associated with an SBS Vehicle depends largely on the portfolio entities and investment strategies of the Underlying Vehicles in or alongside which the SBS Vehicle invests, so there can be no guarantee that the activities of the Underlying Vehicles are not opposed to the interests of the SBS Vehicle.

**Fund Life Commitments.** Multiple BMAA Clients will invest in certain Other Blackstone Clients by making a fund life commitment to such Other Blackstone Clients. BMAA Clients participating in such fund life commitments will in most instances do so through an aggregator vehicle controlled by BMAA, and such BMAA Clients will commence and end their participation in an Other Blackstone Client (through the aggregator vehicle) at different times. In connection with such fund life commitments, an Other Blackstone Client may provide BMAA with investment-by-investment tracking of investment proceeds – that is, such Other Blackstone Client will inform BMAA of the particular underlying investment of such Other Blackstone Client to which the investment proceeds relate. In such cases, investment proceeds from such Other Blackstone Clients will generally be allocated to the participating BMAA Clients based on the particular underlying investment of such Other Blackstone Client that generated such investment proceeds (and, therefore, the allocation of such investment proceeds will take into account the relative contributed capital of each participating BMAA Client to the applicable underlying investment).

However, in certain cases, an Other Blackstone Client will not provide BMAA with investment-by-investment tracking of investment proceeds. With respect to such instances, BMAA has adopted a practice, which it may amend, modify, revise or supplement from time to time without notice to BMAA Client investors, regarding allocation of the investment proceeds it receives from such Other Blackstone Client. BMAA will seek to allocate investment proceeds based on a formulaic, time-weighted approach that generally takes into account (i) the amount invested in an Other Blackstone Client by each participating BMAA Client and (ii) each BMAA Client's expected hold time of such investment, which is generally based on the total expected number of days of such Other Blackstone Client's term (generally determined based on such Other Blackstone Client's governing documents). In making such determinations, BMAA generally expects to cap each participating BMAA Client's return of capital and return of excess capital (i.e., contributed but undeployed capital that is returned) from any applicable Other Blackstone Client at 100% of each such BMAA Client's capital contributions to such Other Blackstone Client; provided, that, with respect to investments in certain Other Blackstone Clients, BMAA will not be

able to implement such caps in this manner due to the way in which those Other Blackstone Clients classify their return of capital and return of excess capital. In addition, upon the termination of an Other Blackstone Client's investment period, BMAA will seek to determine the time-weighted allocation in respect of participating BMAA Clients and, in respect of participating BMAA Clients, will seek to apply such allocation to all future capital contributions and distributions related to such Other Blackstone Client.

As it relates to Other Blackstone Clients that will not provide BMAA with investment-by-investment tracking of investment proceeds, while BMAA believes the foregoing time-weighted approach to the allocation of investment proceeds among BMAA Clients is reasonable, it is expected that the application of such methodology will result in one or more BMAA Clients receiving less, or more, investment proceeds from any such Other Blackstone Client than such BMAA Client would have received had such Other Blackstone Client provided investment-by-investment tracking of investment proceeds. A number of factors will affect which BMAA Clients receive less, and which BMAA Clients receive more, investment proceeds from such Other Blackstone Clients, including, for example and without limitation, the point in time each BMAA Client starts and ends its investment period, and the timing of each applicable Other Blackstone Client's capital calls, investment realizations, and distributions of investment proceeds.

***Holding Entities and Tracking Interests.*** BMAA may determine that for legal, tax, regulatory, accounting, administrative or other reasons a BMAA Client should hold an investment (or a portion of a portfolio or pool of assets) through a single holding entity through which one or more Other Blackstone Clients (including a similar fund) hold different investments (or a different portion of such portfolio or pool of assets, including where such portfolio or pool has been divided and allocated among BMAA Clients and such Other Blackstone Clients as described in "Allocation of Portfolios") in respect of which BMAA Clients do not have the same economic rights, obligations or liabilities. In such circumstances, it is expected that the economic rights, liabilities and obligations in respect of the investment (or portion of a portfolio or pool) that is indirectly held by a BMAA Client would be specifically attributed to such BMAA Client through tracking interests in such holding entity or back-to-back or other similar contribution or reimbursement agreements or other similar arrangements entered into with such Other Blackstone Clients, and that such BMAA Client would be deemed for purposes of the Constituent Document to hold its investment (or portion of a portfolio or pool) separately from, and not jointly with, such Other Blackstone Clients (and vice versa in respect of the investments (or portion of a portfolio or pool) held indirectly through such holding entity by such Other Blackstone Clients). The use of such investment structures in connection with a BMAA Client's investment activities could have an adverse impact on such BMAA Client. For example, liabilities could arise in relation to a specific investment held indirectly through such holding entity by an Other Blackstone Client, but not the BMAA Client, and a counterparty could seek recourse against the holding entity from a different investment that is held indirectly through such holding entity by the BMAA Client, but not the Other Blackstone Client. A BMAA Client's investment made through such a holding entity will therefore be subject to risks by virtue of other investments owned by the holding entity in which the BMAA Client does not have a tracking interest, and such risks would not be present if separate holding entities were used for the separate investments made by such BMAA Client and Other Blackstone Client. Furthermore, certain holding structures may require a newly-established manager, advisor, service provider or other entity intended to address certain legal, tax, regulatory, accounting, administrative or other considerations applicable to the BMAA Clients and/or Other Blackstone Clients. For example, due to rules, regulations and/or requirements in a particular jurisdiction (e.g., licensing requirements), it may be the case that in order to comply with the foregoing, one Blackstone entity serves a particular role for another Blackstone entity (e.g., as an administrator or other role requiring a license) that it otherwise would not but for the rules, regulations and/or requirements in such jurisdiction. It is



possible that a BMAA Client will be responsible for the costs and expenses of establishing such holding structure (including any such newly-established entities) prior to, and/or, in anticipation of, other BMAA Clients or Other Blackstone Clients participating through such structure for their investments and it is expected that such other BMAA Clients or Other Blackstone Clients would reimburse the BMAA Clients for any such costs and expenses on a pro rata basis.

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

***Investments in Which Other Blackstone Clients Have a Different Principal Investment Generally.*** BMAA Clients can be expected to hold an interest in a Portfolio Entity that is different (including with respect to relative seniority) than the interests held by Other Blackstone Clients (and in certain circumstances BMAA may be unaware, as a result of information walls, of an Other Blackstone Client's participation, as a result of information walls, the size of the Other Blackstone Client's investment or

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

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

example, negotiate each such transaction independently and ensure there is not a cross-conditioned closing of the two transactions, to ensure that the terms of each such transaction stand on their own.

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

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

any approvals from the applicable BMAA Client investors and the Independent Client Representative (if any) in the case of any of these conflicts.

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

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

In certain circumstances, BMAA Clients may be required to commit funds necessary for an investment prior to the time that all anticipated debt (senior and/or mezzanine) financing has been secured. In such circumstance, an Other Blackstone Client and/or Blackstone itself (using, in whole or in part, its own balance sheet capital), may provide bridge or other short-term financing and/or

commitments, which at the time of establishment are intended to be replaced and/or syndicated with longer-term financing. Such bridge financing and/or commitment would not be considered “co-investment” under the Constituent Documents and would be sold down ahead of equity invested by BMAA Clients. Similarly, BMAA Clients and/or Other Blackstone Clients may seek to initially acquire investments (including all or part of the relevant tranche of securities) for the purpose of syndicating a portion thereof to one or more Other Blackstone Clients, co-investors or third parties. The terms of any such acquisition and syndication will be determined by BMAA in its sole discretion, and may involve a client initially acquiring all or substantially all of an instrument or relevant tranche or class of securities with a view towards syndication. In any such circumstance, third parties may not be available for purposes of mitigating any potential conflicts of interest (as described above) and the Other Blackstone Client and/or Blackstone itself may receive compensation for providing such financing and/or commitment (including ticking or commitment fees), which fees will not be shared with and/or otherwise result in an offset of management fees payable by any investors. The conflicts applicable to Other Blackstone Clients who invest in different securities of Portfolio Entities will apply equally to Blackstone itself in such situations. *See also* “—Securities and Lending Activities” and “—Syndication; Warehousing” herein. In addition, conflicts can also be expected to arise in determining the amount of an investment, if any, to be allocated among potential investors and the respective terms thereof.

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

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

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

***Conflicting Fiduciary Duties to Debt Funds.*** Other Blackstone Clients include funds and accounts that make investments in senior secured loans, distressed debt, subordinated debt, high-yield securities, CMBS and other debt instruments, including any of the investment funds or vehicles sponsored or managed by Blackstone Alternative Credit Advisor LP, an affiliate of Blackstone. As discussed above, it is expected that these Other Blackstone Clients or investors therein will be offered the opportunity to provide financing to BMAA Clients with respect to investments made by BMAA Clients and their Portfolio Entities. Blackstone owes a fiduciary duty to these Other Blackstone Clients as well as to BMAA Clients and will encounter conflicts in the exercise of these duties. For example, if an Other Blackstone Client

purchases high-yield securities or other debt instruments of a Portfolio Entity of BMAA Clients, or otherwise occupies a senior (or other different) position in the capital structure of an investment relative to BMAA Clients, Blackstone will encounter conflicts in providing advice to BMAA Clients and to these Other Blackstone Clients with regard to appropriate terms of such high-yield securities or other instruments, the enforcement of covenants, the terms of recapitalizations and the resolution of bankruptcies, among other matters. For example, in a bankruptcy proceeding, in circumstances where a BMAA Client holds an equity investment in a Portfolio Entity, the holders of such Portfolio Entity's debt instruments (which may include one or more Other Blackstone Clients) may take actions for their benefit (particularly in circumstances where such Portfolio Entity faces financial difficulties or distress) that subordinate or adversely impact the value of such BMAA Client's investment in such Portfolio Entity. In addition, BMAA Clients could hold an investment that is senior in the capital structure, such as a debt instrument, to an Other Blackstone Client. Although measures described above in "—Related Financing Counterparties" could mitigate these conflicts, they cannot completely eliminate them.

Similarly, certain Other Blackstone Clients, including, but not limited to the BXCI Funds, the BXMA Funds, the BREDS Funds and the BXMT Funds can be expected to invest in securities of publicly traded companies that are actual or potential investments of BMAA Clients or its Portfolio Entities. The trading activities of Other Blackstone Clients may differ from or be inconsistent with activities that are undertaken for the account of BMAA Clients or their Portfolio Entities in any such securities. In addition, BMAA Clients may not pursue an investment in a Portfolio Entity otherwise within the investment mandates of BMAA Clients as a result of such trading activities by Other Blackstone Clients.

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

***Liability Arising From Transactions Entered Into Alongside Other Blackstone Clients.*** BMAA Clients will also co-invest from time to time with one or more Other Blackstone Clients (including co-investment or other vehicles in which Blackstone or its personnel invest and that co-invest with such Other

Blackstone Clients) in investments that are suitable for both BMAA Clients and such Other Blackstone Clients. Participating in investments alongside other BMAA Clients and Other Blackstone Clients will subject BMAA Clients to a number of risks and conflicts (and in certain circumstances BMAA will be unaware of an Other Blackstone Client's participation, as a result of information walls or otherwise). For example, it is possible that as a result of legal, tax, regulatory, accounting or other considerations, the terms of such investment (including with respect to price and timing) for BMAA Clients and Other Blackstone Clients may not be the same. Additionally, BMAA Clients and such Other Blackstone Clients will generally have different investment periods or expiration dates and/or investment objectives (including return profiles) and Blackstone, as a result, may have conflicting goals with respect to the price and timing of disposition opportunities and such differences may also impact the allocation of investment opportunities (including follow-on investments related to earlier investments made by BMAA Clients and such Other Blackstone Clients). Such Other Blackstone Clients may also have certain governance rights for legal, regulatory or other reasons that BMAA Clients will not have. As such, while BMAA Clients will generally attempt to mirror the timing of disposition of investments of the relevant underlying Blackstone alternative strategy, BMAA Clients and/or such Other Blackstone Clients may dispose of any such shared investment at different times and on different terms, and investors therein may receive different consideration than is offered to the BMAA Client investor (e.g., some or all BMAA Client investors may receive cash whereas other investors in Other Blackstone Clients may be provided the opportunity to receive distributions in kind in lieu thereof).

In certain circumstances and as provided in the Constituent Documents, BMAA Clients may engage in any activity not expressly limited (but also not expressly contemplated) by the Constituent Documents so long as such activity is in connection with an investment alongside (or in) an Other Blackstone Client and such activity is permitted under the governing documents of such Other Blackstone Client, which may include, without limitation, one or more activities approved by the requisite consent of unaffiliated BMAA Client investors or the limited partner advisory committee of such Other Blackstone Client.

Moreover, while Blackstone generally seeks to use reasonable efforts to avoid cross-guarantees and other similar arrangements, it is possible that a counterparty, lender or other unaffiliated participant in such transaction requires or desires facing only one fund entity or group of entities, which may result in (i) any of BMAA Clients or such Other Blackstone Clients being solely liable to such counterparty, lender or other unaffiliated participant with respect to its own and such Other Blackstone Clients' share of the applicable obligation and/or (ii) any of BMAA Clients and/or such Other Blackstone Clients being jointly and severally liable for the full amount of such applicable obligation, in each case which may result in BMAA Clients and/or such Other Blackstone Clients entering into a back-to-back or other similar reimbursement agreement. In such situations it is not expected that any of BMAA Clients and/or such Other Blackstone Clients would be compensated (or provide compensation to the other) for being primarily liable vis-à-vis such third party counterparty. Likewise, for certain investment-related hedging transactions, it can be expected to be advantageous for counterparties to trade solely with any of BMAA Clients or an Other Blackstone Client. For these transactions, it is anticipated that such BMAA Client or the Other Blackstone Client would then enter into back-to-back trade confirmations or other similar arrangements with the relevant Other Blackstone Clients. The party owing under such an arrangement may not have resources to pay its liability, however, in which case the other party will bear more than its pro rata share of the relevant loss. In certain circumstances where a BMAA Client participates in an investment alongside any Other Blackstone Client, such BMAA Client could bear more than its pro rata share of expenses relating to such investment, including, but not limited to, as the result of such Other Blackstone Client not having resources to bear such expenses (e.g., as a result of the Other Blackstone

Client's insufficient reserves or inability to call capital contributions to cover such expenses). It is not expected that BMAA Clients or Other Blackstone Clients will be compensated for agreeing to be primarily liable vis-à-vis a third party counterparty.

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

**Syndication; Warehousing.** Blackstone, BMAA Clients, Other Blackstone Clients, joint venture partners, or affiliates or related parties of the foregoing could, subject to limitations in the applicable Constituent Documents, commit to or initially acquire an investment as principal and subsequently sell some or all of it to other BMAA Clients, Other Blackstone Clients, co-investment vehicles and/or other third parties in an affiliate or related party transaction. Similarly, subject to the limitations in the Constituent Documents, BMAA Clients will, in certain circumstances, commit to or initially acquire an investment and subsequently syndicate, or sell some or all of it, to Blackstone, other BMAA Clients, BMAA, Other Blackstone Clients, co-investment vehicles (including committed co-investment vehicles), joint venture partners, Consultants, or affiliates or related parties of the foregoing or other third parties (including any person (including, if applicable any BMAA Client investor other than solely in their capacity as such and Consultants) that BMAA determines has the ability to add value to an investment in light of its relationships, experience, geographic location, market or industry knowledge and/or other relevant attributes as determined by Blackstone), notwithstanding the availability of capital from BMAA Client investors and other investors thereof or applicable credit facilities. If any such intended syndication is not ultimately consummated, Blackstone, BMAA Clients or the other party that commits to initially acquire such portion will be expected to retain it, leading to BMAA Clients or such other party having more of the Investment (including expenses relating to such unconsummated syndication) initially intended to be syndicated than it would otherwise have had if such syndication had not initially been contemplated. BMAA reserves the right to cause these transfers to be made at cost, or cost plus an interest rate or carrying cost charged from the time of acquisition to the time of transfer, notwithstanding that the fair market value of any such investments may have declined below or increased above cost from the date of acquisition to the time of such transfer. BMAA also reserves the right to determine another methodology for pricing these transfers, including fair market value at the time of transfer. Also, BMAA will, in certain circumstances, charge fees on these transfers to either or both of the parties to them. Conflicts of interest are expected to arise in connection with these affiliate transactions, including with respect to timing, structuring, pricing and other terms. For example, BMAA will have a potential conflict of interest when BMAA receives fees, including carried interest, from a BMAA Client or an Other Blackstone Client acquiring from or transferring to BMAA Clients all or a portion of an investment. Furthermore, BMAA and its affiliates have the right to commit to or initially acquire a portion of an investment alongside BMAA Clients if they intend to syndicate such amounts to Other Blackstone Clients or other third parties (which may include one or more BMAA Client investors or investors in Other Blackstone Clients), and to retain such amounts not ultimately syndicated after having used reasonable efforts to syndicate. The equity committed/used in any such underwriting by BMAA and its affiliates may come from Blackstone's own



balance sheet and/or from one or more third parties that enter into arrangements with Blackstone with respect thereto, and may come from an Other Blackstone Client. In such circumstances, Blackstone will have the right to earn underwriting and/or syndication fees from BMAA Clients, the Portfolio Entities, or the purchasers of such equity, and BMAA Clients and BMAA Client investors will not be entitled to share in or receive the benefit of any such underwriting and/or syndication fees. As a result, BMAA 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 BMAA Client investors, even if the capital used to underwrite such amounts do not come entirely from the Blackstone's own balance sheet as described above, and Blackstone may share such fees with one or more third parties that commit to such equity investments and may charge purchasers of the equity fees and carried interest with respect thereto. (See also "—Securities and Lending Activities" herein.)

***Break-Up and Other Similar Fees.*** Break-up or topping fees with respect to BMAA Clients' investments can be paid to BMAA, in which case Management Fees will be offset by the amount of break-up or topping fees attributable to a potential investment by BMAA Clients, but not to any amount attributable to a potential investment by Other Blackstone Clients, Blackstone's side-by-side co-investment vehicles, permanent capital vehicles and/or accounts managed by affiliates of Blackstone and related entities or third parties (See "—Other Blackstone Business Activities" herein). Alternatively, BMAA Clients could receive the break-up or topping fees directly, in which case there will be no Management Fee offset. Break-up or topping fees paid to BMAA or BMAA Clients in connection with a transaction could be allocated, or not, to Other Blackstone Clients or co-investment vehicles that invest (or are expected to invest) alongside BMAA Clients, as determined by BMAA to be appropriate in the circumstances. Generally, BMAA would not allocate break-up or topping fees with respect to a potential investment to BMAA Clients, an Other Blackstone Client or co-investment vehicle unless such person would also share in broken deal expenses related to the potential investment. With respect to fees received by Blackstone relating to BMAA Clients' investments or from unconsummated transactions, BMAA Client investors will not receive the benefit of any fees relating to BMAA Clients' investments (including, without limitation, as described above) other than as set forth in the Constituent Documents. Any fees that result in an offset of the Management Fee only apply to the extent they are made as part of BMAA Clients' investment in such company, and without regard to the nature of the fees, there will be no offset for Management Fees with respect to any fees paid to Blackstone after a BMAA Client has exited the investment. For example, a Portfolio Entity may retain or continue to retain the Blackstone Capital Markets Group (including with respect to fees for services described herein) or continue to work with Blackstone in connection with group purchasing arrangements when and after the BMAA Client exited its investment therein. Conflicts of interest may arise when a Portfolio Entity enters into arrangements with Blackstone on or about the time the BMAA Client exits an investment. Also, in the case of fees for services as a director of a Portfolio Entity, the Management Fee will not be reduced or offset to the extent any Blackstone personnel continue to serve as a director after BMAA Clients have exited (or are in the process of exiting) the applicable Portfolio Entity and/or following the termination of such employee's employment with Blackstone. To the extent any investment banking fees, consulting (including management consulting) fees, syndication fees, capital markets syndication and significant sums in advisory fees (including underwriting fees), origination fees, servicing fees, healthcare consulting/brokerage fees, fees relating to group purchasing, financial advisory fees and similar fees for arranging acquisitions and other major financial restructurings and other similar operational and financial matters, loan servicing and/or other types of insurance fees, operations fees, financing fees, fees for asset services, title insurance fees, fees associated with aviation management including origination fees, servicer fees (e.g., services relating to lease collections/disbursements, maintenance, insurance, lease marketing and sale of aircraft/parts), asset management fees (e.g., services relating to the preparation of monthly cash flow models and industry research reports) and aircraft

disposition fees, data management and service fees or payments, aviation asset management fees, incentive fees and other similar fees and annual retainers (whether in cash or in kind) are received by Blackstone, such fees will not be required to be shared with BMAA Clients or BMAA Client investors and will not result in any offset to the Management Fee payable by BMAA Client investors.

***Broken Deal Expenses.*** Any expenses incurred by the BMAA Clients for actual investments as described herein or in the applicable Constituent Documents will also be incurred by the BMAA Clients with respect to broken deals (i.e., investments or proposed dispositions that are not consummated). BMAA is not required to and in most circumstances will not seek reimbursement of broken deal expenses (i.e., expenses incurred in pursuit of an investment or disposition that is not consummated) from third parties, including counterparties to the potential transaction or potential co-investors. Moreover, expenses related to the organization of co-investment vehicles formed to invest in a transaction that was ultimately not consummated are expected to be borne by the BMAA Clients, and not the proposed co-investors thereof. Examples of such broken deal expenses include, but are not limited to, reverse termination fees, extraordinary expenses such as litigation costs and judgments, meal, travel and entertainment expenses incurred, deposits or down payments which are forfeited in connection with unconsummated transactions, costs of negotiating co-investment documentation (including non-disclosure agreements with counterparties), the costs from onboarding (i.e., KYC) investment entities with a financial institution, commitment fees that become payable in connection with a proposed investment, and legal, tax, accounting and consulting fees and expenses (including all expenses incurred in connection with any tax audit, investigation settlement or review of the BMAA Clients, and any expenses of the applicable BMAA Client's partnership representative or its designated individual), printing and publishing expenses, and other due diligence and pursuit costs and expenses (including, for the avoidance of doubt, any Consultant expenses and including, in certain instances, broken deal expenses associated with services provided by Portfolio Entities, as detailed below), which will include expenses incurred prior to the commencement of a BMAA Client's effective date. Any such broken deal expenses could, in the sole discretion of BMAA, be allocated solely to the BMAA Clients and not to Other Blackstone Clients or co-investment vehicles that could have made the investment (including any situation where an Other Blackstone Client was initially allocated an investment opportunity and incurred such expenses before such investment opportunity was reallocated to a BMAA Client), even when such Other Blackstone Clients or co-investment vehicle commonly invests alongside the BMAA Clients in their investments or Blackstone or Other Blackstone Clients in their investments. In such cases, the BMAA Clients' shares of expenses would increase. In the event broken deal expenses are allocated to an Other Blackstone Client or a co-investment vehicle, BMAA or BMAA Clients will, in certain circumstances, advance such fees and expenses without charging interest until paid by the Other Blackstone Client or co-investment vehicle, as applicable. Additionally, certain co-investment vehicles or certain potential co-investors, including Other Blackstone Clients, who might have invested in a transaction had it been consummated, such as potential investors in co-investment structures relating to a specific investment where the legally binding agreements relating to such co-investment are not executed until the time of the deal closing, will not be allocated any share of any break-up or topping fees or broken deal expenses (and such expenses will be allocated to the BMAA Clients), unless BMAA determines otherwise in its discretion or as set forth in the relevant operative agreements or as required by applicable law. In addition, certain Portfolio Entities will provide transaction support services (including identifying potential investments) to BMAA Clients, Other Blackstone Clients and their respective Portfolio Entities in respect of certain investments that are not ultimately consummated. See also "Portfolio Entity Service Providers and Vendors" herein. BMAA will endeavor in good faith to allocate such broken deal-related costs to the BMAA Clients and such Other Blackstone Clients as it deems appropriate under the particular circumstances, including the allocation of certain expenses equally among the vehicles that were expected to participate in an investment that was not

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

***Other Blackstone Business Activities.*** Blackstone, BMAA Clients, Other Blackstone Clients, their Portfolio Entities, and personnel and related parties of the foregoing will receive fees and compensation, including performance-based and other incentive fees, for products and services provided to BMAA Clients and their Portfolio Entities, such as fees for asset management (including, without limitation, management fees and carried interest/incentive arrangements), development and property management; underwriting (including, without limitation, evaluation regarding value creation opportunities and ESG risk mitigation); syndication or refinancing of a loan or investment (including loan modification or restructuring fees); loan servicing; special servicing; administrative services; advisory services on purchase or sale of an asset or company; advisory services; investment banking and capital markets services; treasury and valuation services; placement agent services; fund administration; internal legal and tax planning services; information technology products and services; services by BX Energy Services (as defined below); insurance procurement, brokerage solutions and risk management services; data extraction and management products and services; and other products and services (including but not limited to restructuring, consulting, monitoring, commitment, syndication, origination, organization and financing, and divestment services). Other than as expressly set forth in the Constituent Documents, such fees shall not be applied to offset Management Fees and BMAA Client investors will not share therein. Such parties will also provide products and services for fees to Blackstone, BMAA Clients, Other Blackstone Clients and their Portfolio Entities, and their personnel and related parties, as applicable, as well as third parties, as applicable. Further, such parties could provide products and services for fees to BMAA Clients, Other Blackstone Clients and their Portfolio Entities in circumstances where third party service providers are concurrently providing similar services to BMAA Clients, Other Blackstone Clients and their Portfolio Entities. Through its Innovations group, Blackstone incubates (or otherwise invests in) businesses that are expected to be introduced to, and therefore frequently provide goods and services to BMAA Clients and Other Blackstone Clients and their Portfolio Entities, as well as other Blackstone-related parties and third parties. By contracting for a product or service from a business related to Blackstone, BMAA Clients and their Portfolio Entities would provide not only current income to the business and its stakeholders, but could also create significant enterprise value in them, which would not be shared with BMAA Clients or BMAA Client investors and could benefit Blackstone directly and indirectly. Also, Blackstone, Other Blackstone Clients and their Portfolio Entities, and their personnel and related parties will, in certain circumstances, receive compensation or other benefits, such as through additional ownership interests or otherwise, directly related to the consumption of products and services by BMAA Clients and their Portfolio Entities. BMAA Clients and their Portfolio Entities will incur expenses in negotiating for any such fees and services, which will be treated as partnership expenses. In addition, BMAA or other Blackstone affiliates may receive fees associated with capital invested by co-investors relating to investments in which BMAA Clients participate or otherwise, in connection with a joint venture in which BMAA Clients participate or otherwise with respect to assets or other interests retained by a seller or other commercial counterparty with respect to which BMAA performs services. Finally,

Blackstone and its personnel and related parties will, in certain circumstances, also receive compensation for origination expenses and with respect to unconsummated transactions.

The BMAA Clients will, in certain circumstances, engage a third-party administrator to provide certain administrative services to them. BMAA Clients will, as determined by BMAA and as permitted by the Constituent Documents, bear the cost of fund administration, accounting (including, without limitation, maintenance of BMAA Clients' books and records, preparation of net asset value and other valuation support services, as applicable (e.g. valuation model and methodology review, review of third party due diligence conclusions and sample testing), preparation of periodic investor reporting and calculation of performance metrics, central administration and depositary oversight (e.g. periodic and ongoing due diligence and coordination of investment reconciliation and asset verification), audit support (e.g. audit planning and review of annual financial statements), risk management support services (e.g., calculation and review of investment and leverage exposure); ESG and sustainability support services; regulatory risk reporting, data collection and modeling and risk management matters and tax support services (e.g., annual tax and VAT returns and FATCA and CRS compliance)), in house attorneys to provide transactional legal advice, tax planning and other related services (including, without limitation, entity organization, structuring, due diligence, document drafting and negotiation, closing preparation, post-closing activities (such as compliance with contractual terms and providing advice for investment-level matters with respect to fiduciary and other obligations and issues), litigation or regulatory matters, reviewing and structuring exit opportunities) provided by Blackstone personnel and related parties to BMAA Clients and their Portfolio Entities, including the allocation of their compensation (including, without limitation, salary, bonus and benefits) and related overhead otherwise payable by Blackstone, or pay for their services at market rates. The services of in-house attorneys may include, without limitation, services with respect to M&A, capital markets or financing transactions, tax or regulatory structuring, supervision of external counsel and service providers, attending internal and external meetings (including investment committee meetings) and communicating with relevant internal and external parties. Any determination of whether the fees and costs attributable to Blackstone personnel and related parties reflect market rates or arm's length terms will not take into account any additional fees and costs borne by BMAA Clients with respect to third parties providing similar services (e.g., an external administrator). Such allocations or charges can be based on any of the following methodologies: (i) requiring personnel to periodically record or allocate their historical time spent with respect to BMAA Clients or Blackstone approximating the proportion of certain personnel's time spent with respect to BMAA Clients, and in each case allocating their compensation and allocable overhead based on time spent, or charging their time spent at market rates, (ii) the assessment of an overall dollar amount (based on a fixed fee or percentage of assets under management) that Blackstone believes represents a fair recoupment of expenses and a market rate for such services or (iii) any other similar methodology determined by Blackstone to be appropriate under the circumstances. Certain Blackstone personnel will provide services to few, or only one, of BMAA Clients and Other Blackstone Clients, in which case Blackstone could rely upon rough approximations of time spent by the employee for purposes of allocating the salary and overhead of the person if the market rate for services is clearly higher than allocable salary and overhead. However, the provision of such services by Blackstone personnel and related parties and any such methodology (including the choice thereof and any benchmarking, verification or other analysis related thereto) involves inherent conflicts. Any amounts paid to Blackstone and/or its affiliates for such services, as well as the expenses, charges and costs of any benchmarking, verification or other analysis related thereto, will be borne by BMAA Clients as partnership expenses, will not result in any offset to the Management Fee and may result in incurrence of greater expenses by BMAA Clients and their Portfolio Entities than would be the case if such services were provided by third parties.

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

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

Except as set forth above, BMAA Clients and BMAA Client investors will not receive the benefit (e.g., through an offset to the Management Fee or otherwise) of any fees or other compensation or benefit received by BMAA, its affiliates or their personnel and related parties (*see also* “—Service Providers, Vendors and Other Counterparties Generally” and “—Other Blackstone Business Activities” herein). BMAA and its affiliates and their personnel and related parties will receive fees attributable to Other Blackstone Clients (including co-investment vehicles, permanent capital vehicles, accounts and/or third parties) and third parties and, without limiting the generality of the foregoing, the amount of such fees allocable to Other Blackstone Clients (including co-investment vehicles, permanent capital vehicles, accounts and/or third parties) will not result in an offset of the Management Fees payable by BMAA Client investors or otherwise be shared with BMAA Clients, its Portfolio Entities or BMAA Client investors, even if (i) such Other Blackstone Clients (including co-investment vehicles, permanent capital vehicles, and/or accounts) and/or third parties provide for lower or no management fees for the investors or participants therein (such as the vehicles established in connection with Blackstone’s side-by-side co-investment rights, which generally do not pay a management fee or carried interest) or (ii) such fees result in an offset to management fees or carried interest payable by any of such Other Blackstone Clients (including co-investment vehicles, permanent capital vehicles, accounts and/or third parties). This creates an incentive for Blackstone to offer co-investment opportunities and can be expected to result in other fees being received more frequently (or exclusively) with investments that involve co-investment.

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

such other funds, which would be evaluated by Blackstone on a case-by-case basis taking into account the circumstances at the relevant time. There can be no assurance that any actual or perceived conflicts will be resolved in favor of BMAA Clients or BMAA Client investors.

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

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

The decision to engage a third-party service provider and the terms (including economic terms) of such engagement will be made by BMAA in its discretion, taking into account such factors as it deems relevant under the circumstances. Certain third-party service providers and/or their employees (and/or teams thereof) will dedicate substantially all of their business time to one or more BMAA Clients, Other Blackstone Clients, and/or their respective portfolio entities, while others will have other clients. In certain cases, third-party service providers and/or their employees (including part- or full-time secondees to Blackstone) will spend some or all of their time at Blackstone offices, have dedicated office space at Blackstone, have Blackstone-related e-mail addresses, receive administrative support from Blackstone personnel or participate in meetings and events for Blackstone personnel, even though they are not Blackstone employees or affiliates. This creates a conflict of interest because Blackstone will have an incentive to outsource services to third parties due to a number of factors, including because the fees,

costs and expenses of such service providers will be borne by the BMAA Clients as BMAA Client expenses (with no reduction or offset to management fees) and retaining third parties will reduce BMAA's internal overhead, compensation, benefits and costs for employees who would otherwise perform such services in-house. Such incentives likely exist even with respect to services where internal overhead, compensation, and benefits are chargeable to the BMAA Clients.

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

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

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

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

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

***Securities and Lending Activities.*** Blackstone, its affiliates and their related parties and personnel participate in underwriting and lending syndicates and otherwise act as arrangers of financing, including with respect to the public offering and private placement of debt or equity securities issued by, and loan proceeds borrowed by, BMAA Clients and their Portfolio Entities or advising on such transactions.

Underwritings and financings can be on a firm commitment basis or on an uncommitted, or “best efforts”, basis, and the underwriting or financing parties are under no duty to provide any commitment unless specifically set forth in the relevant contract. Blackstone can also be expected to also provide, either alone or alongside third parties performing similar services, placement, financial advisory or other similar services to purchasers or sellers of securities (including in connection with primary offerings, secondary transactions and/or transactions involving special purpose acquisition companies), including loans or instruments issued by Portfolio Entities of the BMAA Clients and Other Blackstone Clients. Blackstone’s compensation for such services is expected to be paid by the applicable seller (including BMAA Clients (for example, in the case of secondary sales by BMAA Clients) and Portfolio Entities), one or more underwriters or financing parties (including amounts paid by an issuer and reimbursed by one or more underwriters) and/or other transaction parties. A Blackstone broker-dealer will from time to time act as the managing underwriter, a member of the underwriting syndicate or broker for BMAA Clients or their Portfolio Entities, or as dealer, broker or advisor to a counterparty to BMAA Clients or a Portfolio Entity, and purchase securities from or sell securities to BMAA Clients, Other Blackstone Clients or Portfolio Entities of BMAA Clients and Other Blackstone Clients or advise on such transactions. Blackstone will also from time to time, on behalf of BMAA Clients or their Portfolio Entities, or other parties to a transaction involving BMAA Clients or their Portfolio Entities, effect transactions, including transactions in the secondary markets, that result in commissions or other compensation paid to Blackstone by BMAA Clients or their Portfolio Entities or the counterparty to the transaction, thereby creating a potential conflict of interest. This could include, by way of example, fees and/or commissions for equity syndications to co-investment vehicles. Subject to applicable law, Blackstone will from time to time receive underwriting fees, discounts, placement commissions, loan modification or restructuring fees, servicing fees, capital markets fees, advisory fees (including capital markets advisory fees), lending arrangement fees, asset/property management fees, insurance (including title insurance) fees and consulting fees, monitoring fees, commitment fees, syndication fees, origination fees, organizational fees, operational fees, loan servicing fees, and financing and divestment fees (or, in each case, rebates in lieu of any such fees, whether in the form of purchase price discounts or otherwise, even in cases where Blackstone, BMAA Clients, an Other Blackstone Client or their Portfolio Entities are purchasing debt) or other compensation with respect to the foregoing activities, which are not required to be shared with BMAA Clients or BMAA Client investors, and the Management Fee with respect to a BMAA Client investor generally will not be reduced by such amounts. BMAA has sole discretion to approve the foregoing arrangements if BMAA believes in good faith that such transactions are appropriate for BMAA Clients.

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

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

Blackstone employees, including employees of BMAA, are generally permitted to invest in alternative investment funds, venture capital funds, real estate funds, hedge funds or other investment



vehicles, including potential competitors of BMAA Clients. BMAA Client investors will not receive any benefit from any such investments.

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

**Portfolio Entity Relationships Generally.** Blackstone, Portfolio Entities of BMAA Clients and Other Blackstone Clients are and will be counterparties or participants in agreements, transactions and other arrangements with BMAA Clients, Other Blackstone Clients, and/or Portfolio Entities of BMAA Clients and Other Blackstone Clients or other Blackstone affiliates for the provision of goods and services, purchase and sale of assets and other matters (including information-sharing and/or consulting). These agreements, transactions and other arrangements will involve payment of fees and other amounts and/or other benefits to Blackstone, a Blackstone affiliate and/or a Portfolio Entity, none of which will result in any offset to the Management Fees or otherwise be shared with BMAA Clients or BMAA Client investors, notwithstanding that some of the services provided by a Portfolio Entity are similar in nature to the services provided by BMAA. Such agreements, transactions and other arrangements will generally be entered into without the consent or direct involvement of any such BMAA Client and/or such Other Blackstone Client or the consent of BMAA Client investors or the investors of such Other Blackstone Client (including, without limitation, in the case of minority investments by BMAA Clients in such Portfolio Entities or the sale of assets from one Portfolio Entity to another). This is because, among other considerations, Portfolio Entities of BMAA Clients and Portfolio Entities of Other Blackstone Clients are not considered affiliates of Blackstone, BMAA Clients or BMAA under the Constituent Documents, and therefore are not covered by affiliate transaction restrictions included in the Constituent Documents. There can be no assurance that the terms of any such agreement, transaction or other arrangement will be as favorable to such BMAA Client as otherwise would be the case if the counterparty were not related to Blackstone.

In addition, it is possible that certain Portfolio Entities of BMAA Clients or Other Blackstone Clients or entities in which Other Blackstone Clients have an interest will compete with BMAA Clients for one or more investment opportunities. It is also possible that certain Portfolio Entities of the Other Blackstone Clients or entities in which Other Blackstone Clients have an interest will engage in activities that may have adverse consequences on BMAA Clients and/or its Portfolio Entities (including, by way of example

only, as a result of laws and regulations of certain jurisdictions (e.g., bankruptcy, environmental, consumer protection and/or labor laws) that may not recognize the segregation of assets and liabilities as between separate entities and may permit recourse against the assets of not just the entity that has incurred the liabilities, but also the other entities that are under common control with, or part of the same economic group as, such entity, which may result in the assets of BMAA Clients and/or its Portfolio Entities being used to satisfy the obligations or liabilities of one or more Other Blackstone Clients, their Portfolio Entities and/or affiliates).

**Portfolio Entity Service Providers and Vendors.** BMAA Clients, Other Blackstone Clients, Portfolio Entities of each of the foregoing and Blackstone can be expected to engage Portfolio Entities of BMAA Clients and Other Blackstone Clients to provide some or all of the following services: (a) corporate support services (including, without limitation, accounts payable, accounts receivable, accounting/audit (e.g., valuation support services), account management (e.g., treasury, customer due diligence), insurance, procurement, placement, brokerage, consulting, cash management, accounts receivable financing, corporate secretarial and executive assistant services, domiciliation, data management, directorship services, finance/budget, human resources (e.g., the onboarding and ongoing development of personnel), communication, public relations and publicity, information technology and software systems support, corporate governance and entity management (e.g., liquidation, dissolution and/or otherwise end of term services), risk management and compliance, internal compliance, know-your-client reviews and refreshes, judicial processes, legal, environmental and/or sustainability due diligence support (e.g., review of asset condition reports, energy consumption), climate accounting services, ESG program management services, engineering services, services related to the sourcing, development and implementation of renewable energy, ESG data collection and reporting services, capital planning services, operational coordination (e.g., coordination with JV partners, third-party service providers), risk management, reporting (e.g., tax, debt, portfolio or other similar topics), tax and treasury, tax analysis and compliance (e.g., CIT and VAT compliance), transfer pricing, internal risk control and valuation services) and other services; (b) borrowing management (including, without limitation, monitoring, restructuring and work-out of performing, sub-performing and non-performing loans, consolidation, cash management, financing management, administrative support, and lender relationship management (e.g., coordinating with lender on any ongoing obligations under any relevant borrowing, indebtedness or other credit support (including any required consultation with or reporting to such lender)); (c) operational services including personnel (i.e., general management of day to day operations) and (d) transaction support services (including, without limitation, acquisition support; customer due diligence and related on-boarding; liquidation; reporting; relationship management with brokers, banks and other potential sources of investments; identifying potential investments including development sites and providing diligence and negotiation support to acquire the same, coordinating with investors; assembling relevant information; conducting financial and market analyses and modelling; coordinating closing/post-closing procedures for acquisitions, dispositions and other transactions; marketing and distribution, overseeing brokers, lawyers, accountants and other advisors; working with consultants and third parties to pursue entitlements; providing in-house legal, ESG and accounting services; and assisting with due diligence, preparation of asset improvement, site visits, transaction consulting and specification of technical analysis and review of operations and maintenance manuals and statutory documents). Similarly, Blackstone, Other Blackstone Clients and their Portfolio Entities can be expected to engage Portfolio Entities of BMAA Clients to provide some or all of these services. Some of the services performed by Portfolio Entity service providers could also be performed by a general partner or its affiliates from time to time and *vice versa*. Fees paid by a BMAA Client or its Portfolio Entities or value created by other Portfolio Entity service providers or vendors do not offset or reduce the Management Fee payable by BMAA Client investors and are not otherwise shared with the BMAA Client, unless otherwise required by the Constituent Documents. Furthermore, in

certain circumstances, Blackstone can be expected to play a substantial role in overseeing the personnel of Portfolio Entity service providers that provide services to BMAA Clients, Other Blackstone Clients and/or their Portfolio Entities on an ongoing basis, including with respect to the selection, hiring, retention and compensation of such personnel. Blackstone has multiple business lines, which may result in competition with a Portfolio Entity for high performing executive talent and presents actual and potential conflicts of interest. For example, Blackstone may “poach” a Portfolio Entity executive, or such executive may interview with Blackstone during the applicable contractual period with respect to his or her existing position and later be hired by Blackstone after such period. A Portfolio Entity may want to retain such executives or other employees, and regardless, Blackstone is under no obligation to avoid interviewing or hiring such employees.

Portfolio Entities of BMAA Clients and Other Blackstone Clients some of which can be expected to provide services to BMAA Clients and their Portfolio Entities include, without limitation, the following, and may include additional Portfolio Entities that may be formed or acquired in the future:

- *BX Fund Services Luxembourg*. BX Fund Services Luxembourg, f/k/a BCP / BTO Management (“BX Fund Services Luxembourg”) is a Luxembourg-based company established in 2012 to centralize various resources supporting the maintenance and day-to-day management and administration of certain holding companies (the “BX Fund Services Luxembourg Luxcos”) controlled by certain of the Other Blackstone Clients. BX Fund Services Luxembourg is entirely owned by certain Other Blackstone Clients. In certain cases, BMAA Clients which use BX Fund Services Luxembourg’s services will contribute capital to fund the costs of BX Fund Services Luxembourg. Key service functions provided by BX Fund Services Luxembourg include domiciliation, accounting, regulatory and tax reporting and compliance. All costs associated with BX Fund Services Luxembourg’s services and operations (including any BX Fund Services Luxembourg employee compensation and other general overhead) will be ultimately borne by BMAA Clients and Other Blackstone Clients that own or use BX Fund Services Luxembourg. These shared costs are intended to be allocated and charged on a cost sharing basis to the individual fund related entities utilizing the services of BX Fund Services Luxembourg based on the type and level of services provided and may include a mark-up, though BX Fund Services Luxembourg is generally intended to operate on a nominal profit basis. BMAA endeavors to allocate fees and expenses associated with BX Fund Services Luxembourg fairly and equitably, which allocation involves certain methodologies based on actual data pertaining to the services provided. BMAA believes that these methodologies result in a fair and equitable allocation of expenses. To the extent ownership of BX Fund Services Luxembourg is transferred between BMAA Clients and Other Blackstone Clients, such transfer will generally be consummated for minimal or no consideration, and without obtaining any consent from any advisory committee of a BMAA Client and/or the limited partners (or independent client representatives (if any)), in each case, subject to the facts and circumstances and relevant governing documents.
- *BTIG*. BTIG, LLC (“BTIG”) is a global financial services firm in which certain Other Blackstone Clients own a strategic minority investment. BTIG provides institutional trading, investment banking, research and related brokerage services, and BTIG is expected to provide goods and perform services for BMAA Clients, their Portfolio Entities, Other Blackstone Clients and Blackstone.
- *Optiv*. Optiv Security, Inc. (“Optiv”) is a Portfolio Entity held by certain Other Blackstone Clients that provides a full slate of information security services and solutions. Optiv is expected to

provide goods and perform services for the BMAA Clients, their Portfolio Entities, Other Blackstone Clients and Blackstone.

- *Encore*. Encore Group (USA) LLC (“Encore”) is a Portfolio Entity held by certain Other Blackstone Clients that provides outsourced audiovisual services and event production. Encore is expected to perform services for BMAA Clients, their Portfolio Entities, Other Blackstone Clients and Blackstone.
- *Refinitiv*. On October 1, 2018, a consortium led by Blackstone announced that private equity funds managed by Blackstone had completed an acquisition of Thomson Reuters’ Financial & Risk business (“Refinitiv”). On January 29, 2021, Refinitiv was sold to the London Stock Exchange Group (“LSEG”), with certain Other Blackstone Clients receiving a minority stake in LSEG. Refinitiv operates a pricing service that provides valuation services. Refinitiv is expected to provide goods and perform services for BMAA Clients, their Portfolio Entities, Other Blackstone Clients and Blackstone.
- *Kryalos*. Kryalos is a Portfolio Entity in which certain Other Blackstone Clients have made a minority investment that is an operating partner in certain real estate investments made by Other Blackstone Clients. Kryalos is expected to perform services for BMAA Clients, their Portfolio Entities, Other Blackstone Clients and Blackstone.
- *Peridot Financial Services (“Peridot”) and Global Supply Chain Finance (“GSCF”)*. Peridot and GSCF are Portfolio Entities of certain Other Blackstone Clients that provide supply chain financing and accounts receivable services globally. Peridot and GSCF are expected to perform services for BMAA Clients, their Portfolio Entities, Other Blackstone Clients and Blackstone.
- *RE Tech Advisors (“RE Tech”)*. RE Tech is a Portfolio Entity of certain Other Blackstone Clients that is an energy audit / consulting firm that identifies and implements energy efficiency programs, calculates return on investment and tracks performance post-completion. RE Tech is expected to perform services for BMAA Clients, their Portfolio Entities, Other Blackstone Clients and Blackstone.
- *Legence (fka Therma Holdings) (“Legence”)*. Legence is a Portfolio Entity of certain Other Blackstone Clients that provides carbon reduction and energy management services. Legence is expected to perform services for BMAA Clients, their Portfolio Entities, Other Blackstone Clients and Blackstone.
- *Revantage*. Revantage is a Portfolio Entity of certain Other Blackstone Clients that provides corporate support services, including, without limitation, accounting, legal, tax, treasury, information technology, human resources, operational and management services. Revantage is expected to perform services for the BMAA Clients, their Portfolio Entities, Other Blackstone Clients and Blackstone. Certain Portfolio Entities are required to obtain certain services from Revantage due to firm-wide or fund-wide or other reasons (including BMAA’s policies and procedures). Such required services can be expected to include data collection programs, IT security, fund accounting, fund accounting reporting, acquisition onboarding, offboarding of investments, certain valuation reporting, tax reporting and compliance, distribution support, transaction and enterprise risk management, digital asset management, acquisition and disposition program management, certain ESG support services, and office services. BMAA recommends certain services from Revantage to its Portfolio Entities where such services are

accretive in value or offer proven scale to such Portfolio Entities. Such recommended services can be expected to include human resource administration, IT infrastructure services, investment accounting and reporting services, promote administration, loan origination assistance, and invoice and claims management services. Revantage also offers Portfolio Entities “opt-in” services which are services that certain Portfolio Entities could find valuable and helpful to their infrastructure, whereas certain other Portfolio Entities could already perform such services in-house or have otherwise established policies and procedures for such services (or similar services) such that they decide not to “opt-in” to this category of Revantage’s services. Such services include portfolio company and investment level analytics services, talent acquisition services, financial planning and analysis for portfolio companies, tax advice and administration for portfolio entities, debt, litigation management services, business continuity assistance, and project management services.

While Revantage currently provides corporate support services, transactional support services, operational services and management services, Revantage is expected to expand the scope of its services over time as the platform continues to be built out. Further, each of Revantage Corporate Services, Revantage Asia and Revantage Europe could provide services on a global basis despite each of their respective owner entities and initially designated geographic focuses. For example, Revantage Corporate Services is expected to provide services outside of the United States (including in Asia and Europe) despite its ownership by a United States-focused, Blackstone-managed real estate fund and its initial designation as a service provider in North America, and similarly, Revantage Asia and Revantage Europe could provide services in the United States. By aggregating services received by multiple Portfolio Entities and expanding the scope of those services (and to whom those services are provided), Blackstone aims to reduce costs across portfolio companies and increase the quality and efficiency of such services.

- *Ontra (fka InCloudCounsel)*. Ontra is a Portfolio Entity of certain Other Blackstone Clients that provides a contract automation and intelligence platform that utilizes artificial intelligence and a network of attorneys to support processing of routine contracts and tracking of obligations in complex agreements. Ontra is expected to perform services for BMAA Clients, their Portfolio Entities, Other Blackstone Clients and Blackstone.
- *Sphera*. Sphera is a Portfolio Entity of certain Other Blackstone Clients that provides environmental, health and safety and ESG software services and data. Sphera is expected to perform services for BMAA Clients, their Portfolio Entities, Other Blackstone Clients and Blackstone.
- *ASK Investment Management (“ASK”)*. ASK is a Portfolio Entity of certain Other Blackstone Clients that provides investment management services. ASK is expected to perform placement agent services for the BMAA Clients and placement agent or other services for the BMAA Clients’ Portfolio Entities, Other Blackstone Clients and Blackstone.
- *CoreTrust*. On September 30, 2022, certain Blackstone private equity funds and related entities closed the previously announced acquisition of a majority interest in CoreTrust (the “CoreTrust Acquisition”), a group purchasing organization that provides purchasing services to member companies, which includes Portfolio Entities owned, in whole or in part, by certain BMAA Clients and/or Other Blackstone Clients. CoreTrust is expected to provide group purchasing services to BMAA Clients, their Portfolio Entities, Other Blackstone Clients and Blackstone. Generally, CoreTrust generates revenue from vendors based on a percentage of the amount of products or

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

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

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

there is an inherent conflict of interest that gives Blackstone incentive to pursue music-related transactions and engage HSM to perform such services.

BMAA Clients and their Portfolio Entities will compensate one or more of these service providers and vendors owned by BMAA Clients or Other Blackstone Clients, including through incentive-based compensation payable to their management teams and other related parties. Some of these service providers and vendors owned by BMAA Clients or Other Blackstone Clients will charge BMAA Clients and their Portfolio Entities for goods and services at rates generally consistent with those available in the market for similar goods and services. The discussion regarding the determination of market rates under “—Blackstone Affiliated Service Providers” herein applies equally in respect of the fees and expenses of the Portfolio Entity service providers, if charged at rates generally consistent with those available in the market. Other service providers and vendors owned and/or controlled by BMAA Clients or Other Blackstone Clients pass through expenses on a cost reimbursement, no-profit or break-even basis, in which case the service provider allocates costs and expenses directly associated with work performed for the benefit of BMAA Clients and their Portfolio Entities to them, along with any related tax costs and an allocation of the service provider’s overhead, including any of the following: salaries, wages, benefits and travel expenses; marketing and advertising fees and expenses; legal, compliance, accounting and other professional fees and disbursements; office space, furniture and fixtures (including, without limitation, rent and refurbishment costs) and equipment; insurance premiums; technology expenditures (including hardware and software costs and servicing costs and upgrades related thereto); costs to engage recruitment firms to hire employees; due diligence expenses; one-time costs, including costs related to building-out, expanding and winding-down a Portfolio Entity; costs that are of a limited duration or non-recurring (such as start-up or technology build-up costs, initial technology and systems implementation costs, employee on-boarding, ongoing training and severance payments, and IPO-readiness and other infrastructure costs); taxes; and other operating, establishment, expansion and capital expenditures (including financing and interest thereon). The foregoing costs, although allocated in a particular period, will, in certain circumstances, relate to activities occurring outside the period (including in prior periods, such as where any such costs are amortized over an extended period), and further will, in certain circumstances, be of a general and administrative nature that is not specifically related to particular services, and therefore BMAA Clients could, to the fullest extent permitted by applicable law, pay more than their *pro rata* portion of fees for services. In addition, in certain circumstances, BMAA also relies on the management team of a Portfolio Entity with respect to the determination of costs and expenses and allocation thereof and does not oversee or participate in such determinations or allocations. Moreover, to the extent a Portfolio Entity uses an allocated cost model with respect to fees, costs and expenses, such fees, costs and expenses are typically estimated and/or accrued quarterly (or on another regular periodic basis) but not finalized until year-end and as a result, such year-end true-up is subject to fluctuation and increases such that for a given year, the year-end cumulative amount with respect to fees, costs and expenses may be greater than the sum of the quarterly estimates and/or accruals (or other periodic estimates) and/or accruals where applicable and therefore BMAA Clients could bear more fees, costs and expenses at year-end than had been anticipated throughout the year. The allocation of overhead among the entities and assets to which services are provided can be expected to be based on any of a number of different methodologies, including, without limitation, “cost” basis as described above, “time-allocation” basis, “per unit” basis, “per square footage” basis or “fixed percentage” basis, and the particular methodology used to allocate such overhead among the entities and assets to which services are provided is expected to vary depending on the types of services provided and the applicable asset class involved and could, in certain circumstances, change from one period to another. There can be no assurance that a different manner of allocation would result in BMAA Clients and their Portfolio Entities bearing less or more costs and expenses. In addition, a Portfolio Entity that uses a “cost” basis methodology may, in

certain circumstances, change its allocation methodology, for example, to charging a flat fee for a particular service or instance (or vice versa) or to another methodology described herein or otherwise, and such changes may increase or reduce the amounts received by such Portfolio Entities for the same services and BMAA Client investors will not necessarily be entitled to receive notice or disclosure of such changes in allocation methodology. In certain instances, particularly where such service providers and vendors are located in Europe or Asia, such service providers and vendors will charge BMAA Clients and their portfolio entities for goods and services at cost plus a percentage of cost for transfer pricing or other tax, legal, regulatory, accounting or other reasons or even decide to amortize any costs or expenses to address accounting or operational considerations. Further, BMAA Clients and their portfolio entities will compensate one or more of these service providers and vendors owned by BMAA Clients or Other Blackstone Clients through incentive-based compensation payable to their management teams and other related parties. The incentive-based compensation paid with respect to a portfolio entity or asset of BMAA Clients or Other Blackstone Clients will vary from the incentive-based compensation paid with respect to other portfolio entities and assets of BMAA Clients and Other Blackstone Clients; as a result the management team or other related parties can be expected to have greater incentives with respect to certain assets and portfolio entities relative to others, and the performance of certain assets and portfolio entities may provide incentives to retain management that also service other assets and portfolio entities. Blackstone is not expected to perform or obtain any benchmarking analysis or third party verification of expenses with respect to services provided on a cost reimbursement, no profit or break even basis, or in respect of incentive-based compensation. There can be no assurances that amounts charged by Portfolio Entity service providers that are not controlled by BMAA Clients or Other Blackstone Clients will be consistent with market rates or that any benchmarking, verification or other analysis will be performed with respect to such charges. In addition, while it is expected that the BMAA Clients or Other Blackstone Clients will engage in long-term or recurring contracts with Portfolio Entity service providers, it can be expected that BMAA will not seek to benchmark or otherwise renegotiate the original fee arrangement for a significant period of time. In addition, neither BMAA nor Blackstone is required to perform or obtain benchmarking analysis of expenses with respect to non-recurring contracts with Portfolio Entity service providers. With respect to any benchmarking performed, the related benchmarking expenses will be borne by the by BMAA Clients, Other Blackstone Clients and their respective Portfolio Entities and will not offset the Management Fee. A Portfolio Entity service provider will, in certain circumstances, subcontract certain of its responsibilities to other Portfolio Entities. In such circumstances, the relevant subcontractor could invoice the Portfolio Entity for fees (or in the case of a cost reimbursement arrangement, for allocable costs and expenses) in respect of the services provided by the subcontractor. The Portfolio Entity, if charging on a cost reimbursement, no-profit or break-even basis, would in turn allocate those costs and expenses as it allocates other fees and expenses as described above. Similarly, Other Blackstone Clients, their Portfolio Entities and Blackstone can be expected to engage Portfolio Entities of BMAA Clients to provide services, and these Portfolio Entities will generally charge for services in the same manner described above, but BMAA Clients and their Portfolio Entities generally will not be reimbursed for any costs (such as start-up costs or technology build-up costs) relating to such Portfolio Entities incurred prior to such engagement.

In certain circumstances, BMAA Clients and Other Blackstone Clients will enter into fee arrangements with Portfolio Entity service providers (including instances where the fee is a cost-plus fee, i.e., is structured as the cost of services plus a fixed percentage). Where Portfolio Entity service providers have entered into such fee arrangements, there may be situations where the Portfolio Entity service provider's tax liabilities that are associated with the income received from BMAA Clients and/or Other Blackstone Clients could be passed along to BMAA Clients such that BMAA Clients would ultimately be responsible for bearing such expenses. Accordingly, BMAA may have an incentive to structure its fee



arrangements with Portfolio Entity service providers in such a manner where BMAA Clients or an Other Blackstone Client may bear all or a portion of such Portfolio Entity service providers tax liabilities. As further noted above, no fees charged by these service providers and vendors in the fee arrangement discussed in this paragraph will offset or reduce Management Fees, unless otherwise required by the Constituent Documents.

Portfolio Entity service providers described in this section are generally owned and controlled by one or more Blackstone funds, such as BMAA Clients and Other Blackstone Clients. In certain instances, a similar company could be owned and controlled by Blackstone directly. Blackstone could cause a transfer of ownership of one of these service providers (or the employees, leases, contracts or office assets of one service provider to another service provider) from BMAA Clients to an Other Blackstone Client, or from an Other Blackstone Client to BMAA Clients. The transfer of a Portfolio Entity service provider (or the employees, leases, contracts or office assets of such service provider) between BMAA Clients and/or Other Blackstone Clients (where BMAA Clients may be, directly or indirectly a seller or a buyer in any such transfer) will generally be consummated for minimal or no consideration, and without obtaining any consent from an Independent Client Representative or BMAA Client investors. BMAA may, but is not required to, obtain a third party valuation confirming the same, and if it does, BMAA may rely on such valuation. Portfolio Entities and Other Blackstone Clients are not considered “affiliates” of Blackstone, BMAA or BMAA Clients under the Constituent Documents and therefore are not covered by affiliate transaction restrictions included in the Constituent Documents.

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

***Service Providers, Vendors and Other Counterparties Generally.*** Certain third party advisors and other service providers and vendors or their affiliates to BMAA Clients and their Portfolio Entities (including accountants, administrators, paying agents, depositories, lenders, bankers, brokers, attorneys, consultants, title agents, property managers and investment or commercial banking firms) are owned by Blackstone, BMAA Clients or Other Blackstone Clients or provide goods or services to, or have other business, personal, financial or other relationships with, Blackstone, BMAA Clients, the Other Blackstone Clients (including co-investment vehicles, where applicable) and their respective Portfolio Entities and

affiliates and personnel of the foregoing. Such advisors and service providers referred to above may be investors in BMAA Clients or Other Blackstone Clients, affiliates of the general partners, sources of financing and investment opportunities or co-investors or commercial counterparties or entities in which Blackstone, BMAA Clients and/or Other Blackstone Clients have an investment, and payments by BMAA Clients and/or such entities may indirectly benefit Blackstone, BMAA Clients, the Other Blackstone Clients (including co-investment vehicles, where applicable) and their respective Portfolio Entities or any affiliates or personnel of the foregoing. Also, advisors, lenders, investors, commercial counterparties, vendors and service providers (including any of their affiliates or personnel) to BMAA Clients and their Portfolio Entities could have other commercial or personal relationships with Blackstone, Other Blackstone Clients (including co-investment vehicles, where applicable) and their respective Portfolio Entities, or any affiliates, personnel or family members of personnel of the foregoing. Although Blackstone selects service providers and vendors it believes are most appropriate in the circumstances based on its knowledge of such service providers and vendors (which knowledge is generally greater in the case of service providers and vendors that have other relationships to Blackstone), the relationship of service providers and vendors to Blackstone as described above will influence Blackstone in deciding whether to select, recommend or form such an advisor or service provider to perform services for BMAA Clients or a Portfolio Entity, the cost of which will generally be borne directly or indirectly by BMAA Clients and can be expected to incentivize Blackstone to engage such service provider over a third party, utilize the services of such service providers and vendors more frequently than would be the case absent the conflict, or to pay such service providers and vendors higher fees or commissions than would be the case absent the conflict. The incentive could be created by current income and/or the generation of enterprise value in a service provider or vendor; Blackstone can be expected to also have an incentive to invest in or create service providers and vendors to realize on these opportunities. Furthermore, Blackstone will from time to time encourage third party service providers to BMAA Clients and their Portfolio Entities to use other Blackstone-affiliated service providers and vendors in connection with the business of BMAA Clients, Portfolio Entities, and unaffiliated entities, and Blackstone has an incentive to use third party services providers who do so as a result of the indirect benefit to Blackstone and additional business for the related service providers and vendors. Fees paid by BMAA Clients or their Portfolio Entities to or value created in these service providers and vendors do not offset or reduce the Management Fee payable by BMAA Client investors and are not otherwise shared with BMAA Clients unless required by the Constituent Documents. In the case of brokers, Blackstone has a best execution policy that it updates from time to time to comply with regulatory requirements in applicable jurisdictions.

Blackstone has a practice of not entering into any arrangements with advisors, vendors or service providers that provide lower rates or discounts to Blackstone itself compared to those it enters on behalf of BMAA Clients and their Portfolio Entities for the same services. However, legal fees for unconsummated transactions are often charged at a discounted rate, such that if BMAA Clients and their Portfolio Entities consummate a higher percentage of transactions with a particular law firm than Blackstone, BMAA Clients, Other Blackstone Clients and/or their Portfolio Entities, BMAA Client investors could indirectly pay a higher net effective rate for the services of that law firm than Blackstone, BMAA Clients, or Other Blackstone Clients or their Portfolio Entities. Also, advisors, vendors and service providers often charge different rates or have different arrangements for different types of services. For example, advisors, vendors and service providers often charge fees based on the complexity of the matter as well as the expertise and time required to handle it. Therefore, to the extent the types of services used by BMAA Clients or their Portfolio Entities are different from those used by Blackstone, Other Blackstone Clients and their Portfolio Entities, and their affiliates and personnel, BMAA Clients and their Portfolio Entities can be expected to pay different amounts or rates than those paid by such other persons. Similarly, Blackstone, BMAA Clients, the Other Blackstone Clients and their Portfolio Entities and affiliates can be

expected to enter into agreements or other arrangements with vendors and other similar counterparties (whether such counterparties are affiliated or unaffiliated with Blackstone) from time to time whereby such counterparty will, in certain circumstances, charge lower rates (or no fees) or provide discounts or rebates for such counterparty's products and/or services depending on certain factors, including without limitation the volume of transactions entered into with such counterparty by Blackstone, BMAA Clients and their investments and/or Portfolio Entities in the aggregate or other factors, which may include early adoption, timing and other similar reasons. See also "—Group Procurement; Discounts" and "—Multiple Blackstone Business Lines" herein.

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

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

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

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

- *Aquicore.* Aquicore is a cloud-based platform that tracks, analyzes and predicts key metrics in real estate with a focus on the reduction of energy consumption. Blackstone holds a minority investment in Aquicore.

- *Equity Healthcare.* Equity Healthcare LLC (“Equity Healthcare”) is a Blackstone affiliate that negotiates with providers of standard administrative services and insurance carriers for health benefit plans and other related services for cost discounts, quality of service monitoring, data services and clinical consulting. Because of the combined purchasing power of its client participants, which include unaffiliated third parties, Equity Healthcare is able to negotiate pricing terms that are believed to be more favorable than those that the Portfolio Entities could obtain for themselves on an individual basis. The fees received by Equity Healthcare in connection with such services provided to investments will not offset the Management Fee payable by limited partners.
- *LNLS.* Lexington National Land Services (“LNLS”) is a Blackstone affiliate that (i) acts as a title agent in facilitating and issuing title insurance, (ii) provides title support services for title insurance underwriters, (iii) in certain circumstances, provides courtesy title settlement services and (iv) acts as escrow agent in connection with investments by BMAA Clients, Other Blackstone Clients and their Portfolio Entities, affiliates and related parties, and third parties, including, from time to time, Blackstone’s borrowers. In exchange for such services, LNLS earns fees which would have otherwise been paid to third parties. If LNLS is involved in a transaction in which BMAA Clients participate, Blackstone will benchmark the relevant costs to the extent market data is available except when LNLS is providing such services in a state where the insurance premium or escrow fee, as applicable, is regulated by the state or when LNLS is part of a syndicate of title insurance companies where the insurance premium is negotiated by other title insurance underwriters or their agents. There will be no related management fee offset for the BMAA Clients. As a result, while Blackstone believes that LNLS will provide services equal to or better than those provided by third parties (even in jurisdictions where insurance rates are regulated), there is an inherent conflict of interest that gives Blackstone incentive to engage LNLS over a third party.

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

In addition, Blackstone has agreed to acquire a 9.9% interest in AIG L&R, and in connection therewith has entered into a long-term asset management partnership with certain subsidiaries of AIG L&R to serve as the exclusive external manager with respect to certain asset classes within their investment portfolio, for compensation. While Blackstone will not control AIG L&R, the aforementioned investment in AIG L&R and asset management arrangements may incentivize Blackstone to cause (and Blackstone will benefit indirectly from causing) BMAA Clients and/or its Portfolio Entities to engage AIG L&R or its affiliates (including American International Group Inc. and its other affiliates and subsidiaries) to provide various services and engage in other transactions and otherwise present conflicts of interests as a result of Blackstone’s interest and relationship therewith.

BMAA Clients and/or Portfolio Entities are currently engaged or expected to engage in the future with relevant businesses owned by Blackstone and/or Other Blackstone Client that will provide energy procurement, advisory, consulting and/or other services related to ESG-activities (including without limitation those related to establishment, implementation, assessment, attestation, monitoring and/or measurement of ESG-related programs, processes, initiatives and improvements) (such businesses, collectively, “BX Energy Services”). BMAA Clients may make use of BX Energy Services in order to support

their aim of maximizing the risk-adjusted returns on investments. In particular, BX Energy Services is expected to provide (i) energy advisory services, including energy procurement strategy and contract support; (ii) energy brokering, procurement and power marketing, including purchases of energy on behalf of Portfolio Entities through a retail energy marketer or as a broker; (iii) renewable or other low-carbon energy procurement, including purchases of renewable energy and/or investment in renewable energy projects; (iv) bill management, including bill pay support, which may include paying of bills, checking for billing errors and tariff negotiation and (v) data and emissions inventories, including managing energy data and calculating emissions from energy purchases.

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

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

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

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

Blackstone will make determinations of certain market rates (i.e., rates that fall within a range that Blackstone has determined is reflective of rates in the applicable market and certain similar markets, though not necessarily equal to or lower than the median rate of comparable firms, and, in certain circumstances, is expected to be in the top of the range) based on its consideration of a number of factors, which are generally expected to include Blackstone's experience with non-affiliated service providers as well as benchmarking data and other methodologies determined by Blackstone to be appropriate under the circumstances (i.e., rates that fall within a range that the general partner has determined is reflective of rates in the applicable market and certain similar markets, though not necessarily equal to or lower than the median rate of comparable firms). To the extent Blackstone-affiliated service providers provide goods and/or services to third parties, the rates charged in such instances are assumed to be market rates for the purposes hereof. In respect of benchmarking, while Blackstone often obtains benchmarking data regarding the rates charged or quoted by third parties for services similar to those provided by Blackstone affiliates in the applicable market or certain similar markets, relevant comparisons may not be available for a number of reasons, including, without limitation, as a result of a lack of a substantial market of

providers or users of such services or the confidential or bespoke nature of such services (e.g., different assets may receive different services). In addition, benchmarking data is based on general market and broad industry overviews, rather than determined on an asset-by-asset basis. As a result, benchmarking data does not take into account specific characteristics of individual assets then owned or to be acquired by a BMAA client, or the particular characteristics of services provided. Further, it could be difficult to identify comparable third party service providers that provide services of a similar scope and scale as the Blackstone-affiliated service providers that are the subject of the benchmarking analysis. For these reasons, such market comparisons may not result in precise market terms for comparable services. Expenses to obtain benchmarking data will be borne by BMAA Clients, Other Blackstone Clients and their respective Portfolio Entities and will not offset the Management Fee. Finally, in certain circumstances, Blackstone can be expected to determine that third party benchmarking is unnecessary, including in circumstances where the price for a particular good or service is mandated by law (e.g., title insurance in rate regulated U.S. states), because in Blackstone's view no comparable service provider offering such good or service exists or because Blackstone has access to adequate market data (including from third party clients of the Blackstone-affiliated service provider that is the subject of the benchmarking analysis) to make the determination without reference to third party benchmarking. For example, in certain circumstances a Blackstone-affiliated service provider or a portfolio entity service provider could provide services to third parties, in which case if the rates charged to such third parties are consistent with the rates charged to BMAA Clients, Other Blackstone Clients and their respective portfolio entities, then a separate benchmarking analysis of such rates is not expected to be prepared. Some of the services performed by Blackstone-affiliated service providers could also be performed by Blackstone from time to time and vice versa. Fees paid by BMAA Clients or its portfolio entities to Blackstone-affiliated service providers do not offset or reduce the Management Fee payable by BMAA Client investors of BMAA Clients and are not otherwise shared by BMAA Clients. These conflicts related to Blackstone-affiliated service providers will not necessarily be resolved in favor of BMAA Clients, and BMAA Client investors may not be entitled to receive notice or disclosure of the occurrence of these conflicts.

In addition, Blackstone's Treasury group currently provides foreign currency exchange ("FX") services to BMAA Clients and Other Blackstone Clients for FX trades under a certain threshold. Based on its current practices (which are subject to change in the future), at the request of BMAA Clients or an Other Blackstone Client, the Blackstone Treasury group will exchange foreign currencies from Blackstone's own account on behalf of BMAA Clients or Other Blackstone Client based on the end of day mid-market rate published by Bloomberg on the immediately preceding business day, and does not currently charge any fees for providing such service (apart from the same market-rate bank/wire fees BMAA Clients or Other Blackstone Client would incur on any FX payment or receipt regardless of counterparty).

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

activity could adversely affect or materially delay obtaining regulatory or other approvals in connection with any such purchase, sale or other transaction. These types of restrictions may negatively impact the ability of BMAA Clients to implement its investment program. (See also “—Multiple Blackstone Business Lines.”)

***Transactions with Clients of Blackstone Insurance Solutions.*** Blackstone Insurance Solutions (“BIS”) is a business unit of Blackstone that is comprised of two affiliated registered investment advisers. BIS provides investment advisory services to insurers (including insurance companies that are owned, directly or indirectly, by Blackstone, BMAA Clients or Other Blackstone Clients, in whole or in part, such as FGL (previously a Portfolio Entity of an Other Blackstone Client), Everlake, and AIG L&R). Actual or potential conflicts of interest will likely arise in relation to the BXCI Funds. BXCI Funds will engage in a variety of activities, including participating in transactions related to BMAA Clients and/or their Portfolio Entities (e.g., as originators, co-originators, counterparties or otherwise). Moreover, under certain circumstances (e.g., where a BXCI Fund participates in a transaction directly (and not through a vehicle controlled by Blackstone) and independently consents to participating in a transaction), a BXCI Fund (or any Other Blackstone Clients participating via a similar arrangement) will not be an “Affiliate” under the Constituent Documents, in which case any limitations or obligations pursuant to such Constituent Documents with respect to transactions with affiliates will not apply. BXCI Funds have invested and are expected to continue investing in Other Blackstone Clients, and may invest in BMAA Clients. As such, BXCI Funds may be subject to more concentration risk given the potential exposure to the same underlying deals through multiple avenues. BXCI Funds may have investment objectives that overlap with those of BMAA Clients or their Portfolio Entities, and such BXCI Funds may invest alongside BMAA Clients or such Portfolio Entities in certain investments, which will reduce the investment opportunities otherwise available to BMAA Clients or such Portfolio Entities. Other transactions in which BXCI Funds will participate include, without limitation, investments in debt or other securities issued by Other Blackstone Clients, Portfolio Entities or other forms of financing to Other Blackstone Clients or Portfolio Entities (including special purpose vehicles established by BMAA Clients, Other Blackstone Clients, or such Portfolio Entities) (see “—Conflicting Fiduciary Duties to Debt Funds” herein). When investing alongside BMAA Clients or their Portfolio Entities or in other transactions related to BMAA Clients or their Portfolio Entities, BXCI Funds may not invest or divest at the same time or on the same terms as BMAA Clients or the applicable Portfolio Entities. BXCI Funds will also from time to time acquire investments and Portfolio Entities directly or indirectly from BMAA Clients, including one or more cash-flow assets (e.g. royalty streams), which may be securitized along with other cash-flow assets. In circumstances where the general partners determine in good faith that the conflict of interest is mitigated in whole or in part through various measures that Blackstone or the general partners implement, the general partners are not required and do not intend to seek approval of BMAA Client investors. In order to seek to mitigate any potential conflicts of interest with respect to such transactions (or other transactions involving BXCI Funds), Blackstone may, in its discretion, involve independent members of the board of a Portfolio Entity or a third party stakeholder in the transaction to negotiate price and terms on behalf of the BXCI Funds or otherwise cause the BXCI Funds to “follow the vote” thereof, and/or cause an independent client representative or other third party to approve the investment or otherwise represent the interests of one or more of the parties to the transaction. In addition, Blackstone or BMAA may limit the percentage interest of the BXCI Funds participating in such transaction, or obtain appropriate price quotes or other benchmarks, or, alternatively, a third party price opinion or other document to support the reasonableness of the price and terms of the transaction. BIS may, but is not required to, from time to time require the applicable BXCI Funds participating in a transaction to consent thereto (including in circumstances where BMAA does not seek the consent of BMAA Client investors). There can be no assurance that any such measures or

other measures that may be implemented by Blackstone will be effective at mitigating any actual or potential conflicts of interest.

***Transactions with Portfolio Entities.*** Blackstone and Portfolio Entities of BMAA Clients and Other Blackstone Clients operate in multiple industries and provide products and services to or otherwise contract with BMAA Clients and their Portfolio Entities, among others. In connection with any such investment, Blackstone, BMAA Clients and Other Blackstone Clients and their respective Portfolio Entities and personnel and related parties of the foregoing can be expected to make referrals or introductions to BMAA Clients or Portfolio Entities of BMAA Clients or Other Blackstone Clients in an effort, in part, to increase the customer base of such companies or businesses or because such referrals or introductions will, in certain circumstances, result in financial benefits, such as cash payments, additional equity ownership, or participation in revenue share, accruing to the party making the introduction. Furthermore, such introductions or referrals may involve the transfer of certain personnel or employees among Blackstone and Portfolio Entities of BMAA Clients and Other Blackstone Clients which may result in a termination fee or similar payments being due and payable from one such entity to another. In the alternative, Blackstone may form a joint venture (or other business relationship) with such a Portfolio Entity to implement such arrangements, pursuant to which the joint venture or business provides services (including, without limitation, corporate support services, loan management services, management services, operational services, risk management services, data management services, consulting services, brokerage services, insurance procurement, placement, brokerage and consulting services, and other services to such portfolio entities that are referred to the joint venture or business by Blackstone). Such referrals may be made by Blackstone in an effort, in part, to increase the customer base of such companies or businesses (and therefore the value of the investment held by BMAA Clients or Other Blackstone Clients) or because such referrals or introductions will, in certain circumstances, result in financial benefits, such as cash payments, additional equity ownership, participation in revenue share, and/or milestones benefitting the referring or introducing party that are tied or related to participation by the Portfolio Entities of BMAA Clients and/or of Other Blackstone Clients, accruing to the party making the introduction. Such joint venture or business could use data obtained from such Portfolio Entities. BMAA Clients and BMAA Client investors typically will not share in any fees, economics, equity or other benefits accruing to Blackstone, BMAA Clients, Other Blackstone Clients and their Portfolio Entities as a result of the introduction of BMAA Clients and their Portfolio Entities. There may, however, be instances in which the applicable arrangements provide that BMAA Clients or their Portfolio Entities share in some or all of any resulting financial incentives (including, in some cases, cash payments, additional equity ownership, participation in revenue share and/or milestones) based on structures and allocation methodologies determined in the sole discretion of Blackstone. Conversely, where BMAA Clients or one of their Portfolio Entities is the referring or introducing party, rather than receiving all of the financial incentives (including, in some cases, cash payments, additional equity ownership, participation in revenue share and/or milestones) for similar types of referrals and/or introductions, such financial incentives (including, in some cases, cash payments, equity ownership, participation in revenue share and/or milestones) may be similarly shared with the participating BMAA Clients, Other Blackstone Clients or their respective Portfolio Entities.

With respect to transactions or agreements with Portfolio Entities (including, for the avoidance of doubt, long-term incentive plans) occurring at times when unrelated officers of a Portfolio Entity are not appointed, Blackstone can be expected to negotiate and execute agreements on behalf of the Portfolio Entity with Blackstone, BMAA Clients, Other Blackstone Clients and their Portfolio Entities and affiliates and other related parties. These negotiations would not be arm's length and would entail conflicts of interest. Among the measures Blackstone can be expected to use to mitigate such conflicts is to involve



outside counsel to review and advise on such agreements and provide insights into commercially reasonable terms, or establish separate groups with information barriers within Blackstone to advise on each side of the negotiation.

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

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

Similarly, a lender could require that it face only one Portfolio Entity of BMAA Clients and Other Blackstone Clients, even though multiple Portfolio Entities of BMAA Clients and Other Blackstone Clients benefit from the lending, which will typically result in (i) the Portfolio Entity facing the lender being solely liable with respect to the entire obligation, and therefore being required to contribute amounts in respect

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

**Joint Venture Partners.** BMAA Clients will from time to time enter into one or more joint venture arrangements with third party joint venture partners. Investments of BMAA Clients made with joint venture partners will often involve performance-based compensation and other fees payable to such joint venture partners, as determined by BMAA in its sole discretion. The joint venture partners could provide services similar to those provided by BMAA to BMAA Clients. Yet, no compensation or fees paid to the joint venture partners would reduce or offset Management Fees or carried interest payable to BMAA. Additional conflicts would arise if a joint venture partner is related to Blackstone in any way, such as a limited partner investor in, lender to, a shareholder of, or a service provider to Blackstone, BMAA Clients, Other Blackstone Clients, or their respective Portfolio Entities, or any affiliate, personnel, officer or agent of any of the foregoing.

**Group Procurement; Discounts.** BMAA Clients and their Portfolio Entities will enter into agreements regarding group procurement (such as CoreTrust, a group purchasing organization described more fully above), benefits management, purchase of title and/or other insurance policies (which can be expected to include brokerage and/or placement thereof), and will from time to time be discounted due to scale or pooled across Portfolio Entities, including through sharing of deductibles and other forms of shared risk retention from a third party or a Blackstone affiliate, and other operational, administrative or management related initiatives. Blackstone will allocate the cost of these various services and products purchased on a group basis among BMAA Clients, Other Blackstone Clients and their Portfolio Entities. Some of these arrangements result in commissions, discounts, rebates or similar payments to Blackstone, its personnel, other BMAA Clients or Other Blackstone Clients and their Portfolio Entities, including as a result of transactions entered into by BMAA Clients and their Portfolio Entities, and such commissions or payment will not be subject to the Management Fee offset provisions. Blackstone can be expected to also receive consulting, usage or other fees from the parties to these group procurement arrangements. To the extent that a Portfolio Entity of an Other Blackstone Client is providing such a service, such Portfolio Entity and such Other Blackstone Client will benefit. Further, the benefits received by the particular Portfolio Entity providing the service will, in certain circumstances, be greater than those received by BMAA Clients and their Portfolio Entities receiving the service. Conflicts exist in the allocation of the costs and benefits of these arrangements, and BMAA Client investors rely on BMAA to handle them in its sole discretion.

**Diverse Investor Group.** BMAA Client investors have conflicting investment, tax and other interests with respect to their investments in BMAA Clients and with respect to the interests of investors in other investment vehicles managed or advised by Blackstone that participate in the same investments as BMAA Clients, and investor personnel may have incentives or conflicts with respect to their investments in BMAA Clients or Other Blackstone Clients, including matters Blackstone is not aware of, such as shares of Blackstone Inc. The conflicting interests of BMAA Client investors and investors relate to in other investment vehicles would generally relate to or arise from, among other things, the nature, structuring,

financing, tax profile and timing of disposition of investments. BMAA will, in certain circumstances, as a result have conflicts in making these decisions, which can be expected to be more beneficial for one or more (but not all) BMAA Client investors than for other BMAA Client investors. In addition, BMAA Clients can be expected to make investments that will, in certain circumstances have a negative impact on related investments made by BMAA Client investors in separate transactions. In selecting and structuring investments appropriate for BMAA Clients, BMAA will consider the investment and tax objectives of BMAA Clients and their partners as a whole (and those of investors in other BMAA Clients and Other Blackstone Clients that participate in the same investments as BMAA Clients), and not the investment, tax or other objectives of any BMAA Client investor individually. As a result of disparate tax considerations applicable to certain investors in BMAA Clients and Other Blackstone Clients, but not other investors therein, not all such investors will participate in investments through the same investment structures and vehicles, and the securities indirectly held by such investors (or consideration ultimately distributed to such investors) may differ as a result of the foregoing, and there can be no assurance that the foregoing considerations will not impact (positively or negatively) the returns achieved by any investor, as compared to other investors. Additionally, BMAA will, in certain circumstances, elect to limit certain BMAA Client investors' participation in particular investments or exclude certain BMAA Client investors from particular investments (in whole or in part) including, for the avoidance of doubt, follow-on investments to take into account ERISA, legal, tax, regulator, policy or other similar considerations (including established investment policies of BMAA Client investors) and/or limitations with respect to any BMAA Client investors (or category of BMAA Client investors) or with respect to such investments (including, for example, ensuring that certain ownership thresholds are not exceeded with respect to investors that are affiliated with governmental entities or similar organizations) as determined by Blackstone in good faith, in which case non-limited or non-excluded BMAA Client investors shall generally be allocated a greater proportionate interest in such investment (or a follow-on investment related thereto, notwithstanding the initial or existing ownership proportions thereof). In addition, reductions in unpaid capital commitments for capital contributions in respect of Management Fees are based on the actual amounts paid by BMAA Client investors. Therefore, to the extent a BMAA Client investor is entitled to a discounted or reduced Management Fee arrangement (including as set forth in the Constituent Documents or one or more side letters or other agreements (including any agreement governing a Strategic Relationship)) such BMAA Client investor's capital contributions in respect of Management Fees will be disproportionate as compared to any BMAA Client investor without such arrangement, and as a result its unpaid capital commitment will be proportionately higher than such other BMAA Client investor, which among other things, will cause it to have a greater proportionate interest in investments made (and expenses incurred) than would be the case absent such Management Fee arrangement. In addition, certain BMAA Client investors can be expected to also be BMAA Client investors in Other Blackstone Clients, including supplemental capital vehicles and co-investment vehicles that may invest alongside BMAA Clients in one or more investments, which could create conflicts for BMAA and BMAA Client investors.

BMAA Client investors can be expected to also include affiliates of Blackstone, such as Other Blackstone Clients, affiliates of Portfolio Entities of BMAA Clients or Other Blackstone Clients, charities, foundations or other entities or programs associated with Blackstone, personnel, founders, entrepreneurs, executes and/or current or former Blackstone personnel, Blackstone's senior advisors, and any such affiliates, funds or persons can be expected to also invest in BMAA Clients or through the vehicles established in connection with Blackstone's side-by-side co-investment rights, in each case, without being subject to Management Fees or carried interest (or otherwise on more favorable terms), and BMAA Client investors will not be afforded the benefits of such arrangements. Some of the foregoing Blackstone-related parties or Blackstone are sponsors or owners (in whole or in part) of feeder vehicles or feeder platforms that invest in BMAA Clients as BMAA Client investors. The Blackstone-related sponsors or

owners of feeder vehicles or feeder platforms generally charge their investors additional fees, including performance based fees, which could provide Blackstone current income and increase the value of its ownership position in them (including by providing such Blackstone parties with additional ownership interests in such feeder vehicles or feeder platforms). Blackstone will therefore have incentives to refer potential investors to these feeder vehicles. All of these Blackstone-related BMAA Client investors will have equivalent rights to vote and withhold consents as nonrelated BMAA Client investors, unless otherwise provided by the terms of the Constituent Documents. Nonetheless, Blackstone may have the ability to influence, directly or indirectly, these Blackstone-related BMAA Client investors.

It is also possible that BMAA Clients or BMAA Clients' Portfolio Entities will, in certain circumstances, be counterparties (such counterparties dealt with on an arm's length basis) or participants in agreements, transactions or other arrangements with a BMAA Client investor or its affiliates (which may occur in connection with such BMAA Client investor or its affiliates making a capital commitment to BMAA Clients or Other Blackstone Clients), including with respect to one or more investments (or types of investments). Such transactions may include agreements to pay performance fees to a management team and other related persons in connection with BMAA Clients' investment therein, which will reduce BMAA Clients' returns and will not necessarily be subordinated to the return of BMAA Client investors' capital contributions. Such BMAA Client investors described in the previous sentences can be expected to therefore have different information about Blackstone and BMAA Clients than BMAA Client investors not similarly positioned. In addition, conflicts of interest will, in certain circumstances, arise in dealing with any such BMAA Client investors, and BMAA and its affiliates may be motivated to enter into agreements, transactions or arrangements with BMAA Client investors or their affiliates in order to secure capital commitments from investors to BMAA Clients or Other Blackstone Clients and may otherwise be motivated by factors other than the interests of BMAA Clients. (*See also* "—Other Blackstone Business Activities" herein.) Similarly, not all BMAA Client investors monitor their investments in vehicles such as BMAA Clients in the same manner. For example, certain BMAA Client investors can be expected to periodically request from BMAA information regarding BMAA Clients and their Portfolio Entities and investments that is not otherwise included in the reporting and other information delivered to all BMAA Client investors—for instance, pre-quarterly reporting valuation. In such circumstances, BMAA may provide such information to such BMAA Client investor and not to other BMAA Client investors and BMAA will not be obligated to affirmatively provide such information to all BMAA Client investors because they have provided such information upon request by certain BMAA Client investors. As a result, certain BMAA Client investors can be expected to receive more information from BMAA about BMAA Clients and their Portfolio Entities or can be expected to receive information about BMAA Clients and their Portfolio Entities at an earlier time than other BMAA Client investors, and BMAA will have no duty to ensure all BMAA Client investors receive the same information regarding BMAA Clients and their Portfolio Entities. Therefore, certain BMAA Client investors can be expected to be able to take actions on the basis of such information which, in the absence of such information, other BMAA Client investors do not take. Furthermore, at certain times Blackstone will, in certain circumstances, be restricted from disclosing to BMAA Client investors material non-public information regarding any assets in which BMAA Clients invests, particularly those investments in which an Other Blackstone Client or Portfolio Entity that is publicly registered co-invests with BMAA Clients. In addition, investment banks or other financial institutions, as well as Blackstone personnel, can be expected to also be BMAA Client investors or limited partners of Other Blackstone Clients. These institutions and personnel are a potential source of information and ideas that could benefit BMAA Clients, and can be expected to receive information about BMAA Clients and their Portfolio Entities in their capacity as a service provider or vendor to BMAA Clients and their Portfolio Entities.

In addition, it is also expected that BMAA will from time to time confirm factual matters to incoming investors in BMAA Clients, make statements of intent or expectation to such investors or acknowledge statements by such incoming investors that relate to BMAA Clients and/or Blackstone's activities pertaining thereto in one or more respects. In addition, BMAA may from time to time agree to certain matters relating to knowledge transfer and/or secondments with one or more investors as part of an overall firm relationship. Any such statements, confirmations, agreements or acknowledgements, including those made in response to an investor's due diligence requests, will not involve the granting of any legal right or benefit, and BMAA Client investors generally will as a result not typically receive notice of any such confirmation, statements or acknowledgements or copies of the documentation (if any) in which they are contained. There can be no assurance that any such arrangements will not have an adverse effect on BMAA Clients or that such arrangements will not influence Blackstone's activities or the operations of BMAA Clients.

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

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

***Subscription Credit and Net Asset Value Facilities.*** Certain of BMAA Clients have entered into or are expected to enter into and utilize one or more subscription and/or net asset value credit facilities, which involve potential conflicts of interest. Subject to the limitations in the applicable subscription agreement, the use of a subscription and/or net asset value credit facility by BMAA Clients is within BMAA's discretion. Leverage by entities other than BMAA Clients (including through special purpose vehicles formed by BMAA Clients to make or hold investments) do not count towards the limitations on borrowing set forth in the Constituent Documents. Subject to the limitations set forth in the Constituent Documents and the availability and the terms of any such credit facility for BMAA Clients, BMAA has adopted a policy relating to the use of fund-level credit facilities for BMAA Clients and may update or adopt from time to time policies or guidelines relating to the use of such credit facilities. Generally and without limiting the foregoing, BMAA Clients can be expected to seek to utilize a subscription and/or net asset value credit facility for the purpose of, among other things, financing any investment-related activities of BMAA Clients (such as for assets that BMAA Clients do not intend to hold for a long term period), covering partnership expenses, organizational expenses, Management Fees, servicing fees, fund-level administration fees and any other costs of BMAA Clients, making distributions to partners (to the extent permitted under the Constituent Documents), providing permanent financing or refinancing or providing interim financing to consummate the purchase of investments of BMAA Clients. The amount of credit available to BMAA Clients and Other Blackstone Clients under a subscription credit facility is determined by the credit quality of the limited partners as determined by the lender. Moreover, the credit quality of a BMAA Client investor (or investor in an Other Blackstone Client joined to the same facility)

may be negatively impacted (or disregarded completely by a lender) as a result of contractual agreement between BMAA Client investors (or investors in an Other Blackstone Client joined to the same facility) and Blackstone (in a side letter, for example). For this reason, BMAA Client investors (and investors in Other Blackstone Clients joined to the same facility) with a higher credit quality, as determined by the lender, generate more credit for BMAA Clients than BMAA Client investors (and investors in Other Blackstone Clients joined to the same facility) with a lower credit quality, which results in an indirect benefit conferred by the higher credit quality BMAA Client investors (and investors in Other Blackstone Clients joined to the same facility) to the others.

Investor reporting materials used by BMAA typically include certain internal rate of return (“IRR”) figures that are calculated based, in part, on the due date and amount of capital contributions received from BMAA Client investors, not the timing or amount of fund-level borrowings (such as a subscription line of credit). Similarly, calculations of preferred returns under the Constituent Documents are based on the date capital contributions are received from BMAA Client investors and the preferred return does not accrue on borrowings or guarantees by BMAA Clients. This treatment would also apply in instances where a fund utilizes borrowings under a fund’s subscription credit facility in lieu of, or in advance of receiving capital contributions from BMAA Client investors to repay any such borrowings. As a result, use of a subscription credit facility (or other long-term leverage) will impact calculations of returns and will result in a higher or lower reported IRR than if the amounts borrowed had instead been funded through capital contributions made by BMAA Client investors to BMAA Clients. If the use increases the IRR, as it normally does, BMAA will have various incentives to use the subscription credit facility, including marketing efforts of Other Blackstone Clients. For example, the use of leverage arrangements may accelerate or increase distributions of carried interest to BMAA, providing an economic incentive to fund investments through long-term borrowings in lieu of capital contributions. In addition, BMAA can be expected to receive a greater amount of Management Fees and Fund-Level Administration Fees by utilizing borrowings under the facility in lieu of a combination of BMAA Client investors’ capital and non-recourse financing for investments that remain outstanding. Moreover, the costs and expenses of any such borrowings will generally be allocated among the relevant BMAA Clients and Other Blackstone Clients, as applicable, and any parallel funds *pro rata* or on such other basis that the applicable general partner determines to be more equitable under the circumstances, which will increase the expenses borne by the applicable BMAA Client investors and would be expected to diminish net cash on cash returns. In addition, for investments in U.S. corporations by U.S. tax-exempt BMAA Client investors, there may be incremental tax costs related to so-called unrelated business taxable income (“UBTI”).

BMAA Clients expect to utilize their subscription and/or net asset value credit facilities and enter into other similar arrangements and extensions of credit for the benefit of co-investors, joint venture partners and Other Blackstone Clients, including vehicles participating in Blackstone side-by-side co-investment rights, which invest alongside BMAA Clients in one or more investments. For example, BMAA Clients can be expected to borrow to fund a joint venture partner’s, co-investor’s or Other Blackstone Client’s *pro rata* share of an investment or expense related to an investment. In such circumstances, BMAA generally intends to disclose such arrangements as part of the periodic reporting or other appropriate communications relating to BMAA Clients and to cause any such co-investors, joint venture partners and Other Blackstone Clients to bear (or reimburse BMAA Clients for) their *pro rata* share of any interest expenses (but not necessarily origination and other costs) allocable to such extensions of credit. However, any such co-investors, joint venture partners and Other Blackstone Clients, although they benefit from BMAA Clients’ subscription credit facilities, will not bear any portion of the costs of establishing and maintaining BMAA Clients’ subscription credit facilities, which will be borne entirely by BMAA Clients. 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 joint venture partners, co-investors or Other Blackstone Clients, 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 BMAA Clients nor investors generally will be compensated for providing the relevant guarantee(s) or being subject to the related costs, expenses and/or liabilities. BMAA will, in certain circumstances, receive direct and indirect benefits from such uses as well, including as a result of the facilitation of co-investment by Other Blackstone Clients. BMAA Clients will bear interest expenses and other expenses incurred in relation to their subscription credit facilities.

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

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

Similarly, BMAA Clients and their Portfolio Entities may enter into arrangements with Other Blackstone Clients and their respective Portfolio Entities whereby insurance is procured as a group where the insurance provider may charge lower premiums to the group than it would on an individual basis. In such event, the obligation to pay the premiums on such group policies may be allocated in accordance with the relative values of the respective assets that are insured by such policies (or other factors that Blackstone may reasonably determine). Additionally, BMAA Clients and Other Blackstone Clients (and their respective Portfolio Entities) will, in certain circumstances, jointly contribute to a pool of funds that

can be expected to be used to pay losses that are subject to the deductibles on any group insurance policies, which contributions may similarly be allocated in accordance with the relative values of the respective assets that are insured by such policies (or other factors that Blackstone may reasonably determine). (See also “—Service Providers, Vendors and Other Counterparties Generally” and “Group Procurement; Discounts” herein.)

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

**Captive Insurance; Gryphon.** BMAA Clients and Other Blackstone Clients (and their Portfolio Entities) will also, in certain circumstances (including with respect to property insurance and terrorism insurance), self-insure through Gryphon Mutual Insurance Company (“Gryphon”), a captive insurance company (the “Captive”), owned entirely by its participants (including BMAA Clients and such Other Blackstone Clients). An affiliate of BMAA provides oversight of Captive’s management, sits on the boards of Captive’s cells, oversees its operations and service providers, provides a guarantee for a letter of credit to help capitalize it and receives a fee based on a percentage of the premiums (subject to the benchmarking process described above), and a third-party insurance services firm will provide brokerage, administration and insurer management services. The fees and expenses of Captive, including insurance premiums and fees paid to its manager, will be borne by BMAA Clients and Other Blackstone Clients pro rata based on estimates of insurance premiums that would have been payable for each party’s respective properties, as benchmarked by third parties, and will be paid by each participant annually. While BMAA Clients do not expect to provide any funding in addition to such annual contribution, it is possible that each member of Captive, including a BMAA Client, is required to make additional capital contributions in certain circumstances. This arrangement is expected to provide BMAA Clients with greater control over their property and terrorism insurance programs and reduce overall costs of insurance through lower premiums and reduction or elimination of insurance brokerage costs. BMAA Clients may, however, be negatively affected to the extent there are disproportionate losses incurred on properties held by Other Blackstone Clients participating in Captive, including through increased future premiums or the lost ability to recoup capital contributions, and there can be no assurance that the arrangement will not result in under- or over-allocation of costs to BMAA Clients relative to Other Blackstone Clients or that different allocations or arrangements than those provided above would not result in BMAA Clients and their Portfolio Entities bearing less (or more) premiums, deductibles, fees, costs and expenses for insurance policies. Gryphon currently engages, and is expected to continue to engage, Revantage to provide corporate support services in respect of Gryphon’s activities (including assisting with Captive structuring, related insurance placement and oversight and administration of claims). In connection therewith, Revantage is expected to earn commissions for such services related to the Gryphon property program placement, terrorism insurance, casualty program and other lines of coverage and may earn additional commissions during each such policy year. Such commissions will initially be used to offset costs of Captive (which may include fees to Blackstone and allocated costs associated with Revantage’s account payroll, professional services, travel and entertainment, employee development, technology costs and facilities and office services), with any excess funds being returned to or used for the benefit of participating funds in a reasonable manner, which may include reserving for (or advance payment of) additional anticipated costs or direct reimbursement in accordance with a reasonable allocation. Any such services and fees are in addition to the services provided and fees received by Blackstone. See also “— Portfolio Entity Service Providers and Vendors” and “— Group Procurement; Discounts” herein.



***Certain Investment-Related Potential Conflicts Relating to the SBS Vehicles.*** Blackstone may hold interests in the Underlying Accounts or in investments that are similar (or identical) to the Underlying Accounts, which may give rise to a conflict of interest when BMAA determines to which Underlying Managers or Underlying Accounts to invest additional capital or from which Underlying Managers or Underlying Accounts to withdraw capital. In order to mitigate this conflict, when BMAA considers investments across Underlying Accounts whose investment committees they are a part of, BMAA is required to act in good faith in connection with any exercises of discretion relating to investments in or alongside any such Underlying Vehicles.

Certain Underlying Vehicles may not be available for investment by the SBS Vehicles as a result of certain limitations, which may include limitations arising out of the timing and/or amount of capital commitments that may be accepted from investors in such Underlying Vehicles or other reasons. In such circumstances, the ability of BMAA to invest an SBS Vehicle's assets may be limited or become concentrated in a relatively limited number of Underlying Vehicles. As a mitigating policy, BMAA will make investment decisions with respect to an SBS Vehicle in good faith in a manner consistent with its policies and procedures and duties to the SBS Vehicle, as disclosed in and in accordance with the applicable Constituent Documents and the relevant allocation framework.

BMAA may cause an SBS Vehicle to purchase investments from, sell investments to, exchange investments with, or transfer investments to an affiliate of BMAA or Blackstone. However, any such purchases, sales, exchanges or transfers will be effected based upon the fair market value of the investment and will only be executed at the direction of, and with the prior written consent of, the investor to the extent required by (and in a manner consistent with) applicable law or regulation.

BMAA personnel may sit on the investment committees for certain of the Other Blackstone Clients, but when BMAA personnel consider investments across Underlying Accounts whose investment committees they are a part of, such BMAA personnel will be required to act in good faith in connection with any exercises of discretion relating to investments in or alongside any such Underlying Vehicles.

It is generally expected that the investments made by SBS Vehicles in, alongside or relating to the Underlying Vehicles will not be subject to withdrawal or redemption until disposition thereof by the Underlying Vehicle. To mitigate this conflict, BMAA will make investment decisions with respect to investments in Underlying Vehicles in accordance with the Constituent Documents of the SBS Vehicles, and will determine in good faith the Underlying Vehicles in or alongside which the SBS Vehicles may invest.

It is expected that the assets of the SBS Vehicles will be invested primarily in or alongside Other Blackstone Clients. As a result, there may be circumstances where Blackstone has conflicting loyalties and responsibilities to the SBS Vehicles, on the one hand, and such Other Blackstone Clients, on the other hand, and conflicts of interest may arise, including as a result of Blackstone's interests in such Other Blackstone Clients. Blackstone has policies and procedures in place designed to ameliorate such conflicts and will seek to resolve such conflicts of interest in a fair and equitable manner, and investment decisions will be approved by BMAA in accordance with the investment guidelines pertaining to the SBS Vehicles and the applicable Constituent Documents.

Certain personnel involved in the investment activities of BMAA are also involved in the management of certain assets of Blackstone and investment vehicles and accounts advised by other Blackstone-affiliated advisors. Personnel that are part of BMAA will devote such time to the affairs of the SBS Vehicles, as is deemed necessary by BMAA to effectively perform their obligations relating to the management and investment of the SBS Vehicles' assets in accordance with their investment guidelines and Constituent Documents.

**Other Conflicts.** In addition, other present and future activities of Blackstone, BMAA Clients, Other Blackstone Clients and their Portfolio Entities, affiliates (including BMAA) and related parties will from time to time give rise to additional conflicts of interest relating to BMAA Clients and their investment activities. BMAA generally attempts to resolve conflicts in a fair and equitable manner, but conflicts will not necessarily be resolved in favor of BMAA Clients' interests and there may be situations where BMAA Clients, as a passive investor investing alongside or in an Other Blackstone Client, may not have the ability to mitigate such conflicts. In addition, pursuant to the Constituent Documents, with respect to any investment, the general partner, on behalf of BMAA Clients, is permitted to engage in any activity not expressly limited in the Constituent Documents so long as BMAA Clients is investing alongside an Other Blackstone Client and such activity is permitted under the governing terms of such Other Blackstone Client. This could include, without limitation, relying on any advice, waiver or consent as to any conflict, or acting in accordance with the standards or procedures approved by the limited partner investor advisory committee of such Other Blackstone Client. In addition, BMAA Clients may be "dragged along" in engaging activities that involve conflicts of interest without BMAA's approval.

In the case of an appointment of an Independent Client Representative as described herein and in the Constituent Documents, to the extent that the Independent Client Representative is to review a proposed transaction or other conflict in accordance with the terms of the Constituent Documents, the Independent Client Representative shall consist of one or more persons with substantial experience in, and knowledge of, the relevant market and related investment arenas who are independent of the general partners and Blackstone. The general partners shall have the right to remove or replace an Independent Client Representative at any time or appoint more than one Independent Client Representative to address separate conflicts in its discretion. An Independent Client Representative may be paid a fee by BMAA Clients to be determined by the general partner. To the fullest extent permitted by applicable law, an Independent Client Representative shall not owe any fiduciary (or other similar) duty to BMAA Clients or BMAA Client investors in connection with the activities of such Independent Client Representative, and an Independent Client Representative shall not have any obligation to act in the interests of BMAA Clients, any BMAA Client investor, or BMAA Client investors as a group other than a duty to act in good faith.

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

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

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

**Continuation Vehicles and Continuation Transactions.** BMAA could, subject to the requirements of the Constituent Documents, from time to time establish other investment vehicles for the purpose of purchasing one or more investments from a BMAA Client (including, but not always, where the selling BMAA Client is approaching the end of its term) in connection with, or alongside another BMAA Client making an investment (such vehicles, "Continuation Vehicles" and such transactions, "Continuation Transactions"). In such circumstances, BMAA is acting on behalf of, and making the investment decision for, both a BMAA Client and the applicable Continuation Vehicle. As a result, Continuation Transactions implicate the conflicts of interest described herein in "Buying and Selling Investments or Assets from Certain Related Parties" between a BMAA Client and the Continuation Vehicle more generally. Further, because BMAA and/or its affiliates will have the opportunity to earn additional management fees and/or receive additional carried interest and other benefits in respect of such Continuation Transactions, and because each purchaser's commitment to acquire interests in a Continuation Vehicle will ordinarily be conditioned upon completion of the Continuation Transaction, BMAA will have a potential conflict of interest in determining transaction terms and participants. While certain conflicts of interest related to Continuation Transactions often require approval by the BMAA Client investors or an independent client representative of a BMAA Client (as applicable), certain Continuation Transactions may be able to be completed at the initiation of BMAA without any such approval.

**Side Letters and Agreements.** BMAA or its affiliates will enter into side letters or other similar agreements with certain BMAA Clients investors in connection with their admission to BMAA Clients without the approval of any other BMAA Client investor, which will have the effect of establishing rights under or altering or supplementing the terms of the Constituent Documents with respect to such BMAA Client investors in a manner more favorable to such BMAA Client investors than those applicable to other BMAA Client investors. Notwithstanding the fact that a BMAA Client investor may have a most favored nations provision in its side letter, such BMAA Client investor will not have the right to elect certain rights

or benefits. It is also expected that Blackstone will from time to time confirm factual matters to incoming BMAA Client investors, make statements of intent or expectation to such BMAA Client investors or acknowledge statements by such incoming BMAA Client investors that relate to a BMAA Client and/or Blackstone's activities pertaining thereto in one or more respects. In addition, Blackstone may from time to time agree to certain matters relating to knowledge transfer and/or secondments with one or more BMAA Client investors as part of an overall firm relationship. Any such statements, confirmations, agreements or acknowledgements, including those made in response to an investor's due diligence requests, will not involve the granting of any legal right or benefit, and therefore will not be subject to the "most favored nations" process or election by BMAA Client investors, and as a result BMAA Client investors will not typically receive notice thereof or copies of the documentation (if any) in which they are contained. There can be no assurance that any such arrangements will not have an adverse effect on the BMAA Client or that such arrangements will not influence Blackstone's activities or the operation of BMAA Clients.

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

#### **Other Financial Industry Affiliations**

BMAA is an affiliate of the following entities:

<b>Bank Entity</b>	
Luminor Bank AS*	A Baltic bank purchased by Blackstone Capital Partners
<b>Broker-Dealer Entities</b>	
Assetpoint Financial, LLC*	Operates a service that facilitates the entry by banks and other financial institutions into repurchase agreement transactions for themselves or as agent for their customers
Blackstone Securities Partners L.P.	Provides a variety of limited investment banking services

Currencies Direct Ltd.**	Provides money transfer services to individuals and businesses on a global basis
Everlake Distributors, L.L.C.*	Provides underwriting and distribution of variable life insurance or annuities to other broker-dealers and registered investment advisers
FEF Distributors LLC*	Serves as distributor and principal underwriter to the First Eagle mutual funds and private investment funds
Finance of America Securities LLC**	Provides a variety of limited investment banking services
<b>Investment Advisor Entities</b>	
Blackstone Alternative Asset Management L.P.	Manages a series of private funds predominantly engaged in multi-manager investment programs ( <i>i.e.</i> , fund of hedge funds)
Blackstone Alternative Credit Advisors LP	Provides investment advisory services to a number of debt-focused private investment funds and closed-end funds
Blackstone Alternative Investment Advisors LLC	Provides investment advisory services to open end mutual funds and pooled investment vehicles
Blackstone Alternative Solutions L.L.C.	Provides investment advisory services to private investment funds which predominantly participate in a broad range of direct investment opportunities
Blackstone Asset Based Finance Advisors LP	Provides investment advisory services to a number of separately managed accounts and vehicles that primarily engage in asset backed securities and whole loan investments
Blackstone CLO Management LLC (Management Series)	Provides investment advisory services to U.S. CLOs
Blackstone Communications Advisors I L.L.C.	Provides investment advisory services to a private investment fund specializing in communications-related private equity investments
Blackstone Core Equity Advisors L.L.C.	Provides investment advisory services to various private equity funds
Blackstone Credit BDC Advisors LLC	Provides investment advisory services to a debt-focused investment company electing to do business as a business development company
Blackstone Credit Systematic Strategies LLC	Provides investment advisory services to debt-focused separately managed accounts, private investment funds, closed-end funds and UCITS funds

Blackstone Growth Advisors L.L.C.	Provides investment advisory services to private growth investment funds
Blackstone Infrastructure Advisors L.L.C.	Provides investment advisory services to one or more infrastructure-focused investment funds
Blackstone ISG-I Advisors L.L.C.	Provides investment advisory services to one or more private investment funds and managed accounts focusing on fixed income investments and investments across Blackstone's private equity, real asset, credit, hedge fund and opportunistic asset management strategies
Blackstone ISG-II Advisors L.L.C.	Provides investment advisory services to various private investment funds focusing on investments across Blackstone's private equity, real asset, credit, hedge fund and opportunistic asset management strategies
Blackstone Life Sciences Advisors L.L.C.	Provides investment advisory services to various private investment funds specializing in the life sciences industry
Blackstone Liquid Credit Advisors I LLC	Provides investment advisory services to a number of debt-focused private investment funds and separately managed accounts
Blackstone Liquid Credit Strategies LLC	Provides investment advisory services to a number of debt-focused private investment funds, closed-end funds and separately managed accounts
Blackstone Management Partners L.L.C.	Provides investment advisory services to various private equity funds
Blackstone Management Partners IV L.L.C.	Provides investment advisory services to various private equity funds
Blackstone Private Investments Advisors L.L.C.	Provides investment advisory services to multi-strategy private equity funds
Blackstone Private Credit Strategies LLC	Provides investment advisory services to a number of debt-focused private investment funds
Blackstone Property Advisors L.P.	Provides investment advisory services to various private real estate investment funds and pooled investment vehicles
Blackstone Real Estate Advisors Europe L.P.	Provides investment advisory services to various private real estate investment funds
Blackstone Real Estate Advisors L.P.	Provides investment advisory services to various private real estate investment funds
Blackstone Real Estate Advisors IV L.L.C.	Provides investment advisory services to various private real estate investment funds

Blackstone Real Estate Advisors V L.P.	Provides investment advisory services to various private real estate investment funds
Blackstone Real Estate Special Situations Advisors L.L.C.	Provides investment advisory services to private investment funds and accounts which invest primarily in public and private real estate and real estate-related debt investments
Blackstone Strategic Alliance Advisors L.L.C.	Provides investment advisory services to private investment funds primarily engaged in a hedge fund “seeding” program
Blackstone Strategic Capital Advisors L.L.C.	Provides investment advisory services to private funds engaged primarily in acquisitions of minority interests in alternative asset managers
Blackstone Tactical Opportunities Advisors L.L.C.	Provides investment advisory services to multi-discipline, multi-asset class private funds and separately managed accounts
BSCA Advisors L.L.C. (Relying Adviser)	Provides investment advisory services to certain co-investment vehicles relating to funds managed by Blackstone Strategic Capital Advisors L.L.C.
BXMT Advisors L.L.C.	Provides investment advisory services to a publicly traded REIT and its related entities
BX REIT Advisors L.L.C.	Provides investment advisory services to a non-traded REIT and its operating subsidiary
Clarus Ventures, LLC	Provides investment advisory services to various private investment funds specializing in the life sciences industry
Clover Credit Management, LLC	Provides investment advisory services to CLOs
Clover CLO Advisors, LLC (Relying Adviser)	Provides investment advisory services to CLOs
CT High Grade Mezzanine Manager, LLC (Relying Adviser)	Provides investment advisory services to assets owned by a third-party insurance company
CT High Grade Partners II Manager, LLC (Relying Adviser)	Provides investment advisory services to a private real estate debt fund
CT Investment Management Co., LLC	Provides investment advisory services to publicly traded CDOs and private fund and account clients that predominantly engage in investments in the commercial real estate debt sector

Finance of America Capital Management LLC **	Provides investment advisory services to mortgage related asset private funds and managed accounts
First Eagle Alternative Credit EU, LLC*	Provides investment advisory services to various private investment funds specializing in the European direct lending industry
First Eagle Alternative Credit EU MOA, Ltd.*	Sponsor of limited partnerships for First Eagle's European Alternative Credit business
First Eagle Alternative Credit Funding, LLC*	Sponsor of limited partnerships for First Eagle's Alternative Credit business
First Eagle Alternative Credit, LLC*	Provides investment advisory services for both direct lending and broadly syndicated investments, through public and private vehicles, collateralized loan obligations, separately managed accounts, and co-mingled funds
First Eagle Investment Management, LLC*	Provides investment advisory services to mutual funds, private investment funds, institutional accounts and high net worth individuals
First Eagle Separate Account Management, LLC*	Provides investment advisory services to a business development company
First Eagle Direct Lending Manager III, LLC*	Serves as the manager of a private direct lending fund
Harvest Fund Advisors LLC	Provides investment advisory services to various categories of institutions and high net worth individuals via private pooled investment vehicles and separate accounts investing principally in publicly-traded energy infrastructure, renewables and Master Limited Partnerships holding midstream energy assets in North America
Strategic Partners Fund Solutions Advisors L.P.	Provides investment advisory services to a number of pooled investment and custom vehicles operating as private investment funds
Napier Park Global Capital (US) LP*	Provides investment advisory services to credit and private investing private investment funds and institutional accounts and collateral management services to securitized asset funds
NIBC Bank N.V.***	Advisory/banking affiliate of NIBC, a PE and BTO portfolio company
NIBC Credit Management, Inc.***	Advisory affiliate of NIBC, a PE and BTO portfolio company



Regatta Loan Management LLC* (Relying Adviser)	Provides collateral management services to securitized asset funds
ASK Investment Managers Ltd.*	Provides investment advisory services to funds and high net worth individuals in India
Blackstone Europe Fund Management S.a.r.l.	Provides services to various alternative investment funds with branch offices in other locations
Blackstone Ireland Fund Management Limited	Provides investment advisory services (management/distribution) to debt-focused private investment funds and alternative investment funds
Blackstone Ireland Limited	Provides investment advisory services to debt-focused private investment funds, separately managed accounts and acts as an investment fund manager
<b>Registered Commodity Trading Advisor and/or Registered Commodity Pool Operator Entities</b>	
Blackstone Alternative Asset Management L.P. (CTA/CPO)	Manages a series of private and closed-end funds engaged in multi-manager investment programs ( <i>i.e.</i> , fund of hedge funds)
Blackstone Alternative Investment Advisors LLC (CTA/CPO)	Provides investment advisory services to open end mutual funds and UCITS
Blackstone Alternative Solutions L.L.C. (CTA/CPO)	Provides investment advisory services to private investment funds which participate in a broad range of direct investment opportunities
Blackstone Strategic Alliance Advisors L.L.C. (CTA/CPO)	Manages a series of private funds engaged in a hedge fund “seeding” program
Napier Park Global Capital (US) LP* (CTA/CPO)	Provides investment advisory services to credit and private investing private investment funds and institutional accounts and collateral management services to securitized asset funds
<b>Insurance Entities</b>	
ELIC Reinsurance Company*	A captive insurance company and wholly-owned subsidiary of Everlake Life Insurance Company
Everlake Assurance Company*	An insurance company domiciled in the State of Illinois
Everlake Life Insurance Company*	An insurance company domiciled in the State of Illinois specializing in life insurance and annuities
Everlake Reinsurance Limited*	An exempted reinsurance company organized under the laws of the Cayman Islands

Resolution Life Group Holdings Ltd.*	An insurance company organized under the laws of Bermuda
Resolution Life Colorado, Inc.*	An insurance company domiciled in the State of Colorado
Security Life of Denver Insurance Company*	An insurance company domiciled in the State of Colorado
Midwestern United Life Insurance Company*	An insurance company domiciled in the State of Indiana
Roaring River II, Inc.*	A captive insurance company and wholly-owned subsidiary of Resolution Life Group Holdings L.P., domiciled in the State of Arizona
Security Life of Denver International Limited*	A captive insurance company and wholly-owned subsidiary of Resolution Life Group Holdings L.P., domiciled in the State of Arizona
Resolution Re Ltd.*	A reinsurance company organized under the laws of Bermuda
Resolution Life Australasia Limited*	An insurance company organized under the laws of Australia
RLNM Limited*	An insurance company organized under the laws of Australia
Resolution Life New Zealand Ltd.*	An insurance company organized under the laws of New Zealand
Gryphon Mutual Insurance Company****	A captive property insurance company
Ki Financial Limited**	A digitally driven Lloyd's of London syndicate insurance company
Lexington National Land Services	A wholly owned title and escrow agent
Prima Assicurazioni S.p.A.**	An Italian tech-enabled insurance company
Westland Insurance Group Ltd. *****	A property and casualty insurance broker

\*Portfolio company of affiliated private equity fund

\*\*Portfolio company of affiliated tactical opportunities funds

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

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

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

Note: BMAA also manages a number of private investments vehicles, which are listed in BMAA's Form ADV Part 1A, Schedule D Section 7.B(1). Other affiliates of BMAA serve as general partners of such private investment vehicles and are listed in BMAA's Form ADV Part 1A, Schedule D Section 7.A.

BMAA may enter into "side letters" with investors in BMAA Clients, which allow for certain additional rights in the event of tax, regulatory or legal circumstances applicable to such investors. Side letters generally do not provide for reduction in Management Fees or performance allocations. See "Side Letters and Agreements" above.

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

A more detailed description of applicable conflicts of interest is set forth in the relevant Constituent Documents.

## **Item 11 – Code of Ethics**

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

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

The Code includes, among other items, the following:

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

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

### **Potential Conflicts of Interest**

Blackstone offers many different products and services, and there are several potential conflicts of interest which may arise, including, but not limited to, those investment related potential conflicts identified in Item 10 – Other Financial Industry Activities and Affiliations and below. BMAA has adopted policies and procedures reasonably designed to address such potential conflicts of interest.

Potential investors are encouraged to also review the information and disclosures regarding certain potential risk factors and potential conflicts of interest included in the separate offering and/or disclosure documentation and Constituent Documents provided to potential investors with respect to BMAA Clients.

BMAA and its related personnel are subject to guidelines governing the ability to trade in personal accounts. The guidelines generally require that all such personal securities transactions (other than certain transactions excepted under the Code) receive pre-clearance from the Blackstone Legal and Compliance Department (provided, however, that the guidelines prohibit the purchase of all single-name public securities). These guidelines are reasonably designed to comply with SEC requirements that registered investment advisors have a Code of Ethics and are intended to assist Blackstone with identifying and mitigating actual or potential conflicts of interest with Blackstone’s clients that may arise as a result of such transactions. In addition, Blackstone has implemented certain policies and procedures (e.g., information walls) to restrict access to material non-public information. The Blackstone Legal and Compliance Department is responsible for overseeing compliance with the requirements of the Code, which requirements include, but are not limited to, reporting of personal investment activities, accounts, pre-clearance of personal securities transactions, reporting of certain investment transactions and periodic compliance certifications. BMAA’s Code of Ethics is available for review upon request.

You may request a copy of the Code by contacting Anna Guerin - Chief Compliance Officer; (212) 583-5000; [Anna.Guerin@Blackstone.com](mailto:Anna.Guerin@Blackstone.com).

## **Item 12 – Brokerage Practices**

BMAA does not generally trade in public securities; however, in the event BMAA executes a brokerage transaction for BMAA Clients (e.g., trades in public securities) or enters into hedging transactions, BMAA will generally enter into such transactions on the basis of best execution, the evaluation of which includes, among other considerations, such service provider's provision of certain investment-related services and research that the general partners believe to be of benefit to BMAA Clients.

### **Principal Transactions and Cross Trades**

BMAA on occasion may engage in principal transactions with a BMAA Client. A principal transaction occurs when an investment advisor, acting for its own account (or the account of an affiliate) buys a security from, or sells a security to, a client's account. BMAA will conduct all principal transactions according to the disclosure and client consent requirements of Section 206(3) of the Advisers Act. BMAA must determine that any principal transaction is in the best interest of the participating BMAA Client.

BMAA, to the extent permitted under applicable law, also may effect cross transactions in which BMAA causes a transaction to be effected between a BMAA Client and another account advised by BMAA or any of its affiliates (a "Cross Trade"). Cross Trades, which may also constitute principal transactions, will be conducted in accordance with BMAA's fiduciary responsibility to each participating BMAA Client, must be in the best interest of each participating BMAA Client and must be consistent with BMAA's duty to seek best execution.

An Independent Client Representative will be retained for BMAA Clients, as needed, for purposes of considering whether to grant, and granting or withholding, client (including, as pertinent, BMAA Client investors) consent to certain transactions that may give rise to conflicts of interest.

### **Trade Errors**

Trade errors are evaluated on a case-by-case basis. If BMAA determines that BMAA's gross negligence, willful misconduct or fraud was the direct cause of a trade error, BMAA generally will compensate the affected BMAA Client for any losses resulting from such trade error. If a third party's negligence or other wrongdoing causes a trading error that is material to a BMAA Client, BMAA will attempt to recover the amount of loss from the third party for the BMAA Client. BMAA does not assume responsibility for compensating the applicable BMAA Client, or making the third party compensate the applicable BMAA Client, in such cases.

## **Item 13 – Review of Accounts**

### **Review of Accounts**

BMAA Clients' accounts and investment positions are monitored by the applicable portfolio management team and investment committee on a regular and current basis.

The BTAS Investment Committee will hold formal sessions regularly and meet ad hoc or make decisions by email as required to review general portfolio composition, strategy allocation percentages, investment concentrations, investment allocations and opportunities, constrained opportunities, co-investments, market conditions, potential conflicts and recent trading activities. The BTAS Investment Committee consists of approximately twelve persons, all of whom are Senior Managing Directors or Managing Directors from a number of Blackstone's other investment businesses.

BMAA will periodically review the performance of SBS Vehicles on an ongoing basis in accordance with the SBS Vehicle Constituent Documents.

BMAA and/or the BTAS Investment Committee might periodically review on an expedited basis the assets of BMAA Clients following a unique occurrence in the financial industry or market generally.

### **Reports to Investors**

BMAA Clients and investors therein will receive reporting as agreed upon between BMAA and/or BMAA Clients and such investors in BMAA Clients and as described in the relevant Constituent Documents. BMAA makes use of a website, BX Access, available at [www.bxaccess.com](http://www.bxaccess.com) for the distribution of reports and other information to BMAA Clients and investors in BMAA Clients.

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

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

As of the date of this Brochure, BMAA does not directly or indirectly compensate any third party for the referral of clients and/or investors in a BMAA Client.

## **Item 15 – Custody**

Rule 206(4)-2, as amended (the “Custody Rule”), under the Advisers Act defines custody as holding client securities or cash or having any authority to obtain possession of them. BMAA Clients generally have an affiliate of BMAA acting as general partner and, as such, BMAA is generally deemed to have custody of BMAA Clients’ securities and cash. In such instances, BMAA will comply with the provisions of the Custody Rule and will either provide BMAA Clients with account statements on a quarterly or more frequent basis from their applicable custodians or will have securities verified by actual examination at least annually by an independent public accounting firm at a time chosen by the accounting firm without prior notice to BMAA (a “Surprise Examination”). If a Surprise Examination is conducted, the accounting firm’s report concerning the Surprise Examination will be publicly available on the Form ADV-E at the website provided on the cover page of this Brochure.



## **Item 16 – Investment Discretion**

Investment decisions are made within the investment guidelines as described in the applicable Constituent Documents. BMAA has discretion in determining the Underlying Accounts in or alongside which BMAA Clients may invest and the amount to invest.

In making investment decisions on behalf of BMAA Clients, BMAA will seek to invest their assets across a range of Other Blackstone Clients and, where applicable, other investment opportunities and asset classes related thereto in good faith in accordance with their respective investment guidelines and Constituent Documents.

With respect to SBS Vehicles, BMAA will make investment decisions in accordance with the allocation framework and will provide administrative and other services on a discretionary basis in accordance with the SBS Vehicle Constituent Documents.

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

### **Proxy Policy**

Rule 206(4)-6 under the Advisers Act (the “Proxy Rule”) requires registered investment advisers that exercise voting authority over client securities to implement proxy voting policies.

Because BMAA may be deemed to have authority to vote proxies relating to the companies in which its clients invest, BMAA has adopted a set of policies and procedures (together, the “Proxy Policy”) in compliance with the Proxy Rule. To the extent that BMAA exercises or is deemed to be exercising voting authority over its clients’ securities, the Proxy Policy is designed and implemented in a manner reasonably expected to ensure that voting with respect to proxy proposals, amendments, consents or resolutions (collectively, “proxies”) is exercised in a manner that serves the best interest of BMAA Clients, as determined by BMAA in its sole discretion.

From time to time, conflicts can be expected to arise between the interests of a BMAA Client, on the one hand, and the interests of BMAA, Blackstone or its affiliates, on the other hand. If BMAA determines that it has, or may be perceived to have, a conflict of interest when voting a proxy, BMAA will address matters involving such conflicts of interest on a case-by-case basis in a fair and equitable manner, subject to legal, regulatory, contractual or other applicable considerations. BMAA, in its sole discretion, may elect not to vote a proxy if unduly burdensome.

Notwithstanding the foregoing, because proxy proposals and individual company facts and circumstances may vary, BMAA may not always vote proxies in accordance with the Proxy Policy. In addition, many possible proxy matters are not covered in the Proxy Policy. Generally, BMAA will vote proxies (i) in favor of management’s recommendation for the election of the board of directors and (ii) to approve the financial statements as presented by management.

Each proxy is voted on a case-by-case basis taking into consideration any relevant facts and circumstances at the time of the vote. In situations where BMAA wishes to vote differently from what is recommended in the Proxy Policy, or where an actual or potential material conflict of interest relating to the proxy vote exists, BMAA will take such actions as are required by the Proxy Policy.

BMAA Clients and investors therein may request a copy of the Proxy Policy and the voting records relating to proxies as provided by the Proxy Rule by contacting Anna Guerin - Chief Compliance Officer; (212) 583-5000; [Anna.Guerin@Blackstone.com](mailto:Anna.Guerin@Blackstone.com).

**Item 18 – Financial Information**

BMAA has never filed for bankruptcy as of the date of this Brochure and is not aware of any financial condition reasonably likely to impair its ability to meet contractual commitments to BMAA Clients.

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

Not applicable as BMAA is not registered in any state.