

Item 1 – Cover Page

Blackstone Management Partners L.L.C.

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as of March 31, 2022

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

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

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

Item 2 – Material Changes

There has not been a material change to this Brochure since the last annual update on March 31, 2021, other than the addition of any additional Funds (as defined herein).

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

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

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Item 4 – Advisory Business

BMP is a Delaware limited liability company. BMP provides investment advisory services to (i) Blackstone Capital Partners V L.P., BCP V-S L.P., Blackstone Capital Partners V-AC L.P. and any parallel or alternative investment vehicles relating to them (collectively, “BCP V”), (ii) Blackstone Capital Partners VI L.P. and any parallel or alternative investment vehicles relating to it (collectively, “BCP VI”), (iii) Blackstone Capital Partners VII L.P., Blackstone Capital Partners VII.2 L.P. and any parallel or alternative investment vehicles relating to them (collectively, “BCP VII”), (iv) Blackstone Capital Partners VIII L.P., Blackstone Capital Partners VIII (Ontario) L.P., Blackstone Capital Partners VIII (Lux) SCSp and any parallel or alternative investment vehicles relating to them (collectively, “BCP VIII”), (v) Blackstone Capital Partners Asia L.P., Blackstone Capital Partners Asia (Lux) SCSp and any parallel or alternative investment vehicles relating to them (collectively, “BCP Asia I”), and Blackstone Capital Partners Asia II L.P., Blackstone Capital Partners Asia II (Lux) SCSp and any parallel or alternative investment vehicles relating to them (collectively, “BCP Asia II”, and together with BCP Asia I, “BCP Asia”) and anticipates providing investment advisory services to Blackstone Capital Partners IX L.P., Blackstone Capital Partners IX (LUX) SCSp once the investment period starts and any parallel or alternative investment vehicles relating to them (collectively, “BCP IX” and together with BCP V, BCP VI, BCP VII, BCP VIII and BCP Asia, the “BCP Funds”). Each of the BCP Funds is an investment fund which specializes in leveraged buyouts and other principal investments. BMP also serves as investment adviser to Blackstone Energy Partners L.P. and any parallel or alternative investment vehicles relating to it (collectively, “BEP I”), Blackstone Energy Partners II L.P., Blackstone Energy Partners II.F L.P. and any parallel or alternative investment vehicles relating to them (collectively, “BEP II”), Blackstone Energy Partners III L.P., Blackstone Energy Partners III (Ontario) L.P., Blackstone Energy Partners III (Lux) SCSp and any parallel or alternative investment vehicles relating to it (collectively, “BEP III”) and anticipates providing investment advisory services to Blackstone Energy Partners IV L.P., Blackstone Energy Partners IV (LUX) SCSp once the investment period starts and any parallel or alternative investment vehicles relating to them (collectively, “BEP IV”, and together with BEP I, BEP II and BEP III, the “BEP Funds”). Affiliates of BMP serve as the general partner (the “BMP General Partner”) of each of the BCP Funds and the BEP Funds. BMP has been in business since October 2005. BMP’s regulatory assets under management (“RAUM”) were \$98,789,966,836 as of December 31, 2021.

Blackstone Core Equity Advisors L.L.C. (“BCEA”), a relying adviser of BMP, is a Delaware limited liability company that was established in 2015. BCEA provides investment advisory services to (i) Blackstone Core Equity Partners L.P. and any parallel funds, managed accounts, arrangements or alternative investment vehicles relating to it (collectively, “BCEP”) and (ii) Blackstone Core Equity Partners II L.P. and Blackstone Core Equity Partners II (Lux) SCSp and any parallel funds, managed

accounts, arrangements or alternative investment vehicles relating to them (collectively, “BCEP II” and, together with BCEP, the “BCEP Funds”). Each of the BCEP Funds is an investment fund which specializes in control-oriented investments in high quality, low volatility companies and other principal investments. Affiliates of BCEA serve as the general partner (the “BCEP General Partners”) of each of the BCEP Funds. BCEA has been in business since March 2015. BCEA’s RAUM were \$18,463,788,344 as of December 31, 2021.

Blackstone Communications Advisors I L.L.C. (“BCOM”), a relying adviser of BMP, is a Delaware limited liability company. BCOM provides investment advisory services to Blackstone Communications Partners I L.P. and any parallel or alternative investment vehicles relating to it (collectively, the “BCOM Funds”), which are investment funds specializing in leveraged buyouts and other principal investments in communications related investments. An affiliate of BCOM serves as the general partner (the “BCOM General Partner”) of each of the BCOM Funds. BCOM has been in business since July 2000. BCOM’s RAUM were \$40,089,947 as of December 31, 2021.

Blackstone Management Partners IV L.L.C. (“BMP IV”), a relying adviser of BMP, is a Delaware limited liability company. BMP IV provides investment advisory services to Blackstone Capital Partners IV L.P. and any parallel or alternative investment vehicles relating to it (collectively, the “BCP IV Funds”). BCP IV is an investment fund which specializes in leveraged buyouts and other principal investments. An affiliate of BMP IV serves as the general partner (the “BCP IV General Partner”) of each of the BCP IV Funds. BMP IV has been in business since September 2001. BMP IV’s RAUM were \$327,288,354 as of December 31, 2021.

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

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

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

Description of Advisory Services

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

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

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

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

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

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

Item 5 – Fees and Compensation

Management Fees and Performance Fees

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

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

Certain investors in the Funds, including current and/or former senior advisors, officers, directors, personnel of Blackstone and/or other key advisors/relationships (including operating partners, executives, founders and entrepreneurs), Portfolio Entities of the Funds and Other Blackstone Clients (as defined herein), including the BTAS Funds, BPE Funds and BIS Funds (each as defined herein) and any other existing or future Other Blackstone Clients, personnel of PJT Partners Inc. (“PJT”) and/or charitable programs, endowment funds and related entities established by or associated with any of the foregoing (including any trusts, family members, family investment vehicles, estate planning vehicles, descendants, trusts and other related persons or entities), and other persons related to Blackstone (“Blackstone Investors”) will not pay Management Fees or performance-based or carried interest allocations in connection with their investment in the Funds or Blackstone-sponsored funds that make investments in or alongside one or more of the Funds. For the avoidance of doubt, in the case of an affiliated Fund limited partner that is an Other Blackstone Client with its own underlying investors, such underlying

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

Blackstone Strategic Relationships

In addition, Blackstone has entered, and it can be expected that Blackstone in the future will 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 the Funds' strategies ("Strategic Relationships"). A Strategic Relationship often involves (but is not required to involve) an investor agreeing to make a capital commitment to multiple Blackstone funds, one of which may be a Fund. Fund investors will not receive a copy of any agreement memorializing a Strategic Relationship program (even if in the form of a side letter) and will be unable to elect in the "most-favored nations" election process any such rights or benefits afforded through a Strategic Relationship (and, for the avoidance of doubt, it is not expected that any further disclosure or reporting information will be shared with the limited partners about any Strategic Relationship). Specific examples of such additional rights and benefits have included and can be expected to include, among others, specialized reporting, discounts or reductions on and/or reimbursements or rebates of Management Fees or carried interest, secondment of personnel from the investor to Blackstone (or vice versa), targeted amounts for co-investments alongside Blackstone vehicles (including, without limitation, preferential or favorable allocation of co-investment, and

preferential terms and conditions related to co-investment or other participation in Blackstone vehicles (including any carried interest and/or Management Fees to be charged with respect thereto, as well as any additional discounts, reductions, reimbursements or rebates thereof or other penalties that would result if certain target co-investment allocations or other conditions under such arrangements are not achieved)). The co-investment that is part of a Strategic Relationship can be expected to include co-investment in investments made by the Funds. To the extent any allocations are made pursuant to the Organizational Documents based on unused capital commitments, any such discount or reduction of Management Fees will cause the unused capital commitments of the applicable investors to fluctuate disproportionately as compared to the unused capital commitments of any other Fund investor without such Management Fee discount or reduction (and the same consequences will result from the different Management Fee terms amongst investors in the Funds as indicated in its Organizational Documents). Blackstone, including its personnel (including private equity personnel), can be expected to receive compensation from Strategic Relationships and be incentivized to allocate investment opportunities away from the Funds to or source investment opportunities for Strategic Relationships. Strategic Relationships will, in certain circumstances, result in fewer co-investment opportunities (or reduced allocations) being made available to Fund investors. In addition, from time to time, Blackstone may enter into economic and/or fee sharing arrangements with respect to one or more Funds and/or certain limited partners thereof, which rights will not generally be made available to other limited partners. (See “Additional Potential Conflicts of Interest with respect to Co-Investment; Strategic Relationships Involving Co-Investment” in Item 10 below.)

Other Fees Payable to the PE Advisers and their Affiliates

In addition, pursuant to the Advisory Agreements with certain BCP Funds and BEP Funds, BMP may charge investors with capital commitments below a certain threshold a servicing fee (the “Servicing Fee”), subject to the right of the applicable General Partner, in its sole discretion, to reduce or waive such fee. The Servicing Fee is generally equal to a percentage based on capital commitments (and based on invested capital after the end of the investment period) and payable quarterly in arrears.

In addition to the Management Fee, Servicing Fee and performance-based allocations (see Item 6 below), the PE Advisers and their affiliates from time to time receive a variety of other fees as part of the investment activities of the Funds, including from or with respect to Portfolio Entities of the Funds and other persons (including co-investors and joint venture partners). Such fees include, without limitation, fees for asset management (including management fees and carried interest/incentive arrangements), development and property management; underwriting, syndication or refinancing of a loan or investment; loan servicing; special servicing; administrative services; advisory services on purchase or sale of an asset or company; advisory services;

investment banking and capital markets services; treasury and valuation services; placement agent services; fund administration; internal legal and tax planning services; information technology products and services; insurance procurement, brokerage solutions and risk management services; data extraction and management products and services; other products and services (including but not limited to restructuring, consulting, monitoring, commitment, syndication, origination, organization and financing, and divestment services); other servicing fees; healthcare consulting/brokerage fees; fees relating to group purchasing; financial advisory fees and similar fees for arranging acquisitions, other major financial restructurings and other similar operational and financial matters; operations fees; title insurance fees; fees associated with aviation management including origination fees, servicer fees (e.g., services relating to lease collections/disbursements, maintenance, insurance, lease marketing and sale of aircraft/parts); asset management fees (e.g., services relating to the preparation of monthly cash flow models and industry asset management fees, incentive fees and other similar fees and annual retainers (whether in cash or in kind)). Such fees will not be required to be shared with the Funds or the Fund limited partners and will not result in any offset to the Management Fee payable by the Fund limited partners.

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

The Management Fee offset provisions for the Funds vary based on the terms of the Funds' respective Organizational Documents, but generally 100% of each Fund's *pro rata* share of certain specified fees set forth in the Organizational Documents of such Funds (net of reasonable out of pocket expenses incurred by the PE Advisers or their affiliates) will be applied to reduce Management Fees (not below zero). Any other fees received by the PE Advisers would not offset the Management Fee or performance-based allocations except as specifically provided in the Funds' Organizational Documents. Any such fees that result in an offset to the Management Fee only apply to the extent it is made as part of the Funds' investments in such Portfolio Entities and without regard to the nature of the fees, there will be no offset for Management Fees with respect to any fees paid to Blackstone after a Fund has exited an investment. For example, a Portfolio Entity may retain or continue to retain the Blackstone Capital Markets Group (including with respect to fees for services described herein) or continue to work with Blackstone in connection with group purchasing arrangements when and after a Fund exited its investment therein. Conflicts of interest may arise when a Portfolio Entity enters into arrangements with Blackstone on or about the time a Fund 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 continues to serve as a director after a Fund has exited (or is in the process of exiting) the applicable Portfolio Entities and/or following the termination of such employee's employment with Blackstone.

Certain of the Funds bear the cost of fund administration and accounting (including, without limitation, maintenance of the Funds' books and records, preparation of net asset value and other valuation support services, as applicable (e.g., valuation model and methodology review, review of third-party due diligence conclusions and sample testing), preparation of periodic investor reporting and calculation of performance metrics, central administration and depositary oversight (e.g., periodic and ongoing due diligence and coordination of investment reconciliation and asset verification), audit support (e.g., audit planning and review of annual financial statements), risk management support services (e.g., calculation and review of investment and leverage exposure), regulatory risk reporting, data collection and modeling and risk management matters and tax support services (e.g., annual tax and VAT returns and FATCA and CRS compliance)) and in-house attorneys to provide transactional legal and related tax advice, tax planning and other related services (including, without limitation, entity organization, structuring, due diligence, document drafting and negotiation, closing preparation, post-closing activities (such as compliance with contractual terms and providing advice for investment-level matters with respect to fiduciary and other obligations and issues), litigation or regulatory matters, reviewing and structuring exit opportunities) provided by Blackstone personnel and related parties (including, without limitation, Blackstone Europe Fund Management S.à r.l. ("BEFM"), including all services provided by BEFM to any Fund that would be considered costs of fund administration if provided by Blackstone to a Fund (notwithstanding the customary scope of such services by third-party service providers)) to the Funds and their Portfolio Entities, including the allocation of their compensation (including, without limitation, salary, bonus and benefits) and related overhead otherwise payable by Blackstone, or pay for their services at market rates. In certain circumstances, a Fund will engage a third-party administrator and in such circumstances there may be some overlap in the services performed by the third-party administrator and Blackstone personnel and such Fund and its parallel vehicles will bear all such costs. The services of in-house attorneys generally include, without limitation, services with respect to M&A, capital markets or financing transactions, tax 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. Fund investors should carefully consult the applicable Fund's offering documents and Organizational Documents to determine the fees, if any, that can be offset and the Management Fee offset percentage, if any, applicable to the Funds in which they are invested. (See "Other Blackstone Business Activities" in Item 10 below.) In addition, from time to time, each PE Adviser can be expected to also engage and retain on behalf of its Funds and/or their Portfolio Entities strategic

advisors, consultants, senior advisors, operating advisors, industry experts, joint venture and other similar professionals who are not employees or affiliates of that PE Adviser and who, from time to time, can be expected to receive payments from, or allocations with respect to, Portfolio Entities or the Funds, and such amounts will not offset the Management Fee paid by the Funds. (See “Advisors, Consultants and Partners” in Item 10 below.)

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

Expenses

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

- Legal fees (including, for certain funds, compensation costs specifically allocated or attributed by the PE Advisers or their affiliates with respect to in-house attorneys to provide transactional legal advice and/or services to the Funds and their Portfolio Entities on matters related to potential or actual investments).
- Regulatory filing fees and expenses of the Funds, including but not limited to, compliance with U.S. federal and state securities laws and international laws, such as the AIFMD (including any costs associated with the AIFMD marketing passport) or the European Union Sustainable Finance Disclosure Regulation and any other applicable legislation or regulations related to the European Commission’s Action Plan on Financing Sustainable Growth (“SFDR”) or the Cayman Islands Private Funds Law.
- To the extent permitted by applicable law, expenses related to the relevant PE Adviser’s ongoing compliance-related matters and reporting obligations, such as diligencing placement agents, monitoring their activities for compliance with placement agent agreements and administering and monitoring compliance with side letters entered into with Fund limited partners (including the process of distributing and implementing applicable elections pursuant to any “most-favored-nations” clauses in side letters), and disclosure and reporting obligations to the extent they relate to the Funds’ activities (*e.g.*,

Form PF, U.S. Commodity Futures Trading Commission (“CFTC”) filings, AIFMD filings, SFDR disclosures, Annex IV and the Cayman Islands Private Funds Law) or the laws, rules, regulations or similar requirements of jurisdictions in which the Funds engage in activities (or in which any actual or potential investor is resident or established) and any related regulations, including costs and expenses of collecting and calculating data and preparation of regular reports to be filed with EEA member states.

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

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

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

- Broken deal expenses (see "Broken Deal Expenses" in Item 10 below).
- Expenses associated with investments structured with one or more "master" vehicles that are formed for co-investors (including Consultants) to participate in such investments through (including organizational and audit expenses).
- Expenses associated with the preparation, printing and delivery of the Funds' periodic reports and related financial and other statements and investor notices and communications (including preparation and delivery of tax returns, K-1s, Form 200s and other communications or notices relating to the Funds, including periodic investor notices and communications).
- Expenses of the L.P. Advisory Committees (as defined in the Organizational Documents) or board of directors, including director fees, as applicable or any Independent Client Representative (if any) (as defined herein) (including accommodation, meal, event entertainment and other similar expenses in connection with any meetings of the L.P. Advisory Committee and any fees, expenses and costs of any legal counsel or other advisors of the L.P. Advisory Committee).
- Expenses of investor meetings (including any annual meetings of the Funds) regardless of whether all Fund investors are invited to such meetings (including reasonable accommodation, meal, travel, entertainment and other similar expenses of the Fund investors in connection with such meetings).
- Travel, accommodation and other related expenses for capital raising, marketing and investor related services (including the cost of (i) space to hold meetings with prospective investors relating to capital raising and marketing and (ii) appearing or speaking at events sponsored by financial advisers or other intermediaries (which in each case may be prorated among multiple Blackstone products to the extent they are covered at those meetings or events)).
- Expenses associated with a Fund's compliance with applicable laws and regulations.
- Expenses of litigation involving the Funds or entities in which the Funds have investments 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, including "most favored nations" provisions.
- Travel, accommodation and entertainment and related expenses in connection with the Funds' organization, fundraising and investment activities (including first class and/or business class airfare (and/or private charter, where appropriate, such as when

commercial equivalent travel is not available for the applicable itinerary), first class lodging, ground transportation, travel and premium meals (including closing dinners and mementos, cars and meals, social and entertainment events with actual or potential Portfolio Entity management and/or employees, customers, clients, borrowers, brokers and service providers)), including any expenses related to attending trade association and/or industry meetings, conferences or similar meetings. Travel and entertainment expenses in connection with a trip taken by employees of a PE Adviser and/or a General Partner for purposes of multiple matters will generally be allocated to each such matter based on the time spent for each matter and then the resulting expenses will be allocated among the Funds, Other Blackstone Clients and/or the PE Adviser as otherwise set forth herein.

- Expenses related to hedging arrangements and currency conversion and associated with the acquisition, settling, holding, monitoring, and disposition of investments (including without limitation, any brokerage, custody, hedging costs or currency conversions).
- Insurance (including cost of title insurance or other insurance for the benefit of the General Partners and their affiliates and related persons (including brokerage and placement thereof)).
- Indemnification expenses (including advancement of any fees, costs or expenses to persons entitled to such indemnification).
- Expenses of liquidating the Funds.
- Marketing, advertising, printing, wholesaling and other capital raising expenses (including travel, accommodation and other related expenses) associated with investor admission/subscription and investor related services and other similar costs (including the cost of space to hold meetings with prospective investors related to capital raising and marketing).
- Arbitration expenses.
- Valuation costs (including expenses incurred in connection with services performed by any independent valuation advisor).
- Expenses of third-party advisors (including consultants, operating advisors and senior advisors) and advisory committees of the Funds as well as of other goods and services provided by third parties and other third-party professionals.
- Expenses and fees (including compensation costs) charged or specifically attributed or allocated by the PE Advisers or their affiliates for data and/or data science-related services (e.g., data analytics and statistical modeling) provided to the Portfolio Entities or the Funds (including in connection with prospective investments).
- The costs of secondees, including personnel of Portfolio Entities, vendors, service providers (including law firms and accounting firms) and investors of the Funds and Other Blackstone Clients providing services to Blackstone and/or Portfolio Entities.

- Expenses related to certain personnel of Blackstone, including Consultants, seconded to Portfolio Entities, vendors, service providers and vendors or limited partners of the Funds and Other Blackstone Clients to provide finance, accounting, operational support, data management and other similar services, including the sourcing of investments for the Funds or other parties (see “Secondments and Internships” in Item 10 below).
- The costs (including attorneys’ fees) with respect to transfers of interests in the Funds, and potential transfers, that are not borne by the parties thereto.
- All fees, costs and expenses (including fees, costs and expenses of third parties) incurred in connection with the diligencing, establishment, implementation, assessment, attestation, monitoring and/or measurement of the ESG-related programs and initiatives with respect to the Funds (including all fees, costs and expenses incurred in connection with tracking tools, engineering, land, seismic, geographical or geological reporting tools, climate risk and resiliency assessments, greenhouse gas emissions assessments and reduction evaluations, ESG metrics assessments, diversity and inclusion assessments, and any other such assessments, measurements, advice, verification, assurance or reports prepared on, conducted as part of implementing, monitoring, standardizing, disclosing and maintaining such programs, to the extent implemented).

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

From time to time, the General Partners will be required to decide whether costs and expenses are to be borne by the Funds, on the one hand, or the relevant General Partner and PE Adviser, on the other, and whether certain costs and expenses should be allocated between or among a Fund, on the one hand, and other Funds or Blackstone’s other investment funds, investment vehicles, permanent capital vehicles, accounts and related entities (including those in existence as of the date hereof and those that may be formed in the future, collectively, “Other Blackstone Clients”), on the other hand. Certain expenses may be suitable for only a particular Fund, feeder entity or participating Other Blackstone Client and borne only by such vehicle, or, as is more often the case, expenses may be allocated pro rata among each participating Other Blackstone Client and the Funds (or all such Funds in the case of expenses applicable to the Funds generally) even if the expenses relate only to particular vehicle(s) and/or investor(s) therein (including, for the

avoidance of doubt, the expenses of any feeder entities and each of their respective alternative investment vehicles). Any entities established in connection with Blackstone's side-by-side co-investment rights and any Other Blackstone Clients that co-invest alongside the Funds in investments (which, for the avoidance of doubt, are not considered "parallel funds" or "parallel vehicles" of the Funds) will generally not be required to bear any portion of the organizational expenses or any other non-investment related partnership expenses (given that those other vehicles generally bear their own non-investment related expenses). The PE Advisers intend to generally allocate partnership expenses, including partnership expenses of a Fund, any feeder entities and other parallel funds and alternative investment vehicles, and organizational expenses of such Fund, any feeder entities and the parallel funds between or among such Fund, any feeder entities, the parallel funds, and each of their respective alternative investment vehicles, as applicable, on a pro rata basis based on capital commitments, invested capital or available capital, as applicable, but may in certain circumstances allocate such expenses in a different manner if the PE Advisers determine in good faith that doing so is more equitable or appropriate under the circumstances. This will result in such Fund bearing a portion of certain partnership expenses and/or organizational expenses attributable to feeder entities and/or another parallel fund that are not directly connected to such Fund and its activities, including expenses incurred in connection with either such Fund's or a feeder entity's or parallel fund's legal, tax and regulatory compliance with any U.S. or non-U.S. law or regulation (including, without limitation, reports, disclosures, registration and other filings and notifications prepared in accordance with the laws of any such jurisdiction (including, but not limited to, those expenses for AIFMD and SFDR)). Likewise, while the aggregate amount of capital contributions to be made by the partners for partnership expenses will generally be allocated among the partners based upon each of their unused capital commitments or with respect to partnership expenses directly and solely attributable to an investment, their interests in such investment, the PE Advisers may in certain circumstances allocate such expenses in a different manner if the PE Advisers determine in good faith that doing so is more equitable or appropriate under the circumstances (for example, if a partnership expense is directly attributable to the status of a particular partner or group of partners). For example, certain expenses may be incurred by or on behalf of a Fund, feeder entities, parallel funds, other Funds and Other Blackstone Clients and will be allocated among such Fund and such feeder entities, parallel funds, other Funds and Other Blackstone Clients by the PE Advisers in their good faith reasonable discretion, including, in the case of travel, based on estimated time spent with respect to the business of the Funds and Other Blackstone Clients. For the avoidance of doubt, any amounts required to be funded by investors participating in feeder entities (or withheld from their distributions by the General Partners) to satisfy their share of expenses of any such feeder entities will not reduce (or be deemed to reduce) Fund limited partners' unused capital commitments unless otherwise agreed by the General Partners in their sole discretion. With respect to broken deal expenses, the Funds and

Blackstone's side-by-side co-investment vehicles (as applicable) will generally be required to bear their pro rata portion of broken deal expenses in accordance with the amount they were expected to invest in the unconsummated deal. Any such broken deal expenses could, in the sole discretion of the PE Advisers, be allocated solely to the applicable Funds and not to Other Blackstone Clients or co-investment vehicles that could have made the relevant investment, even when the Other Blackstone Client or co-investment vehicle commonly invests alongside the Funds in its investments or Blackstone or Other Blackstone Clients in their investments (including such standing co-invest vehicles). In such cases the Funds' shares of expenses would increase. In the event broken deal expenses are allocated to an Other Blackstone Client or a co-investment vehicle, the PE Advisers or applicable Funds will, in certain circumstances, advance such fees and expenses without charging interest until paid by the Other Blackstone Client or co-investment vehicle, as applicable. (See "Broken Deal Expenses" in Item 10 below.) Certain co-investment vehicles however, or certain potential co-investors who might have invested in a transaction had it been consummated will not be allocated any share of such break-up or topping fees or broken deal expenses, 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, unless the applicable General Partner determines otherwise in its discretion or as may be set forth in the relevant operative agreements. Further, any fees and expenses incurred in connection with the organization of a co-investment vehicle (including fees and expenses related to negotiating the governing documents of such co-investment vehicle as well as fees and expenses described above) that is expected to invest alongside the Funds in an investment are expected to be borne by the Funds to the extent such co-investment vehicle does not ultimately make such investment, whether or not such investment is consummated by the Funds. The General Partners will make such allocation judgments in its fair and reasonable discretion, notwithstanding its interest in the outcome, and may make corrective allocations should, based on periodic reviews, it determines that such corrections are necessary or advisable. There can be no assurance that a different manner of allocation would not result in the Funds or an Other Blackstone Client bearing less (or more) expenses. The Funds may incur fees, costs and/or expenses that will not always be directly related to a specific potential investment and may be more general in nature and focused on industry sectors. Such fees, costs and/or expenses are initially expected to be allocated to the Funds as partnership expenses, notwithstanding the fact that such fees, costs and/or expenses or related services could directly or indirectly inure to the benefit of Blackstone, its affiliates, their personnel or Other Blackstone Clients and their Portfolio Entities, in addition to or in lieu of the Funds. To the extent that such fees, costs and/or expenses are specific to a particular investment (such as due diligence), and such investment is ultimately consummated in whole or in part by one or more Other Blackstone Clients, the PE Advisers expect to allocate a portion of such fees, costs and/or expenses attributable to such investment that would otherwise be borne by the

Funds to the Other Blackstone Clients ultimately consummating such investment. The formal allocation decision is typically made shortly prior to committing to an investment and may result in substantial amounts of broken deal expenses being borne by the Funds. Conflicts exist in the allocation of the costs and benefits of these arrangements, and limited partners rely on the PE Advisers to handle them in its sole discretion, and there can be no assurance that the PE Advisers will resolve such conflicts of interest in a manner that is favorable to the limited partners or the Funds.

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

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

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

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

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

Item 7 – Types of Clients

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

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

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

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

Investment Strategies

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

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

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

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

The PE Advisers also seek to integrate Environmental, Social, and Governance (“ESG”) principles into its investment process and operating philosophy. They have adopted a firm-wide ESG policy, which outlines its approach to integrating ESG in its business and investment activities (the “ESG Policy”).

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

Risk of Loss

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

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

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

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

- 109. Provision of managerial assistance
- 110. ERISA considerations
- 111. Operational risk
- 112. No market for limited partnership interests; restrictions on transfers
- 113. Participation arrangements for subsequent closers (and dilution)
- 114. Charitable and political contributions
- 115. Recycling, reinvestments
- 116. European Commission Action Plan on Financing Sustainable Growth/SFDR
- 117. Sustainability Risks
- 118. Sponsor voting
- 119. Exclusion; excuse rights
- 120. Annual informational meetings
- 121. Handling of mail
- 122. Valuation matters
- 123. Uncertainty of projections
- 124. European market infrastructure regulation
- 125. Equities – mandatory on-exchange trading
- 126. Commodity position limits and reporting
- 127. EU risk retention requirements
- 128. Base erosion, profit shifting and related measures
- 129. Anti-tax avoidance directives
- 130. DAC6
- 131. Alternative investment vehicles
- 132. Corruption

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

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

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

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

Russian Invasion of Ukraine. 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. The ongoing conflict and the rapidly evolving measures in response could be expected to have a negative impact on the economy and business activity globally (including in the countries in which a Fund invests), and therefore could adversely affect the performance of a Fund's investments. The severity and duration of the conflict and its impact on global economic and market conditions are impossible to predict, and as a result, could present material uncertainty and risk with respect to a Fund and the performance of its investments and operations, and the ability of a Fund to achieve its investment objectives. Similar risks will exist to the extent that any Portfolio Entities, service providers, vendors or certain other parties have material operations or assets in Russia, Ukraine, Belarus, or the immediate surrounding areas.

Regulatory Proposals with respect to Private Funds and Advisers. In recent years, the SEC's stated examination priorities and published observations from examinations have included, among other things, private equity firms' collection of fees and allocation of expenses, their

marketing and valuation practices, allocation of investment opportunities, terms agreed in side letters and similar arrangements with investors, consistency of firms' practices with disclosures, handling of material non-public information and insider trading, purported waivers or limitations of fiduciary duties and the existence of, and adherence to, policies and procedures with respect to conflicts of interest.

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

The scope and timing of any final rules and amendments with respect to these proposals is unknown. If adopted, even with modification, these rules and amendments would be expected to significantly increase compliance burdens and associated regulatory costs and complexity and reduce the ability to receive certain expense reimbursements or indemnification in certain circumstances. This, in turn, would be expected to increase the need for broader insurance coverage by fund managers and increase the costs and expenses charged to the Funds and its Limited Partners. In addition, these amendments could increase the risk of exposure of the Funds, the General Partners and the PE Advisers to additional regulatory scrutiny, litigation, censure and penalties for noncompliance or perceived noncompliance, which in turn would be expected to adversely (potentially materially) affect the PE Advisers and the Funds' reputation, and to negatively impact the Funds in conducting its business (thereby materially reducing returns to Limited Partners). Further, as described above, as these amendments could impose limitations regarding preferential treatment of investors in private funds, the General Partners and its affiliates could potentially be prohibited from complying with certain side letter provisions and thereby deprive Limited Partners of the previously negotiated benefits of such agreements.

Epidemics/Pandemics. Certain countries have been susceptible to epidemics or pandemics, 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 will continue to have a negative impact on the economy and business activity globally (including in the countries in which the Funds invest), and thereby is expected to adversely affect the performance of the Funds’ investments. Furthermore, the rapid development of epidemics or pandemics could preclude prediction as to their ultimate adverse impact on economic and market conditions, and, as a result, presents material uncertainty and risk with respect to the Funds and the performance of their investments or operations, and the ability of the Funds to achieve their investment objectives.

Coronavirus and Public Health Emergencies. There is currently an ongoing outbreak of COVID-19, which the World Health Organization has declared to constitute a “Public Health Emergency of International Concern” and a pandemic. The COVID-19 pandemic has resulted in numerous deaths, adversely impacted global commercial activity and contributed to significant volatility in certain equity, debt, derivatives and commodities markets. The global impact of the outbreak has been evolving over the course of the COVID-19 pandemic, and at different points in time many countries have reacted by instituting (or strongly encouraging) quarantines, prohibitions on travel, the closure of offices, businesses, schools, retail stores, restaurants, hotels, courts and other public venues, and other restrictive measures designed to help slow the spread of COVID-19. Businesses have also implemented, at different times and to different degrees, similar precautionary measures. Such measures, as well as the general uncertainty surrounding the dangers and impact of COVID-19, are creating significant disruption in supply chains and economic activity and are having a particularly adverse impact on transportation, hospitality, tourism, entertainment, healthcare, consumer and other industries. Moreover, with the continued spread of COVID-19, governments and businesses took, and in some instances continue to take, aggressive measures to seek to slow its spread. For this reason, among others, as COVID-19 has continued to spread and could, in the future, continue to spread, the potential impacts, including global, regional or other economic recessions or adverse market impacts have already occurred and the likelihood of ongoing or exacerbated impact is uncertain and difficult to assess.

Any public health emergency, including any new or variant outbreaks of COVID-19, SARS, H1N1/09 flu, avian flu, other coronaviruses, Ebola or other existing or new epidemic diseases, or the threat thereof, could have a significant adverse impact on the Funds and their Portfolio Entities and could materially adversely affect the Funds’ ability to fulfill their investment objectives. See also “—Epidemics/Pandemics” above.

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

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

Any such disruptions may continue for an extended period of time. In this regard, views and other forward-looking statements expressed in this Memorandum are based upon assumptions that may not be valid during or following a public health emergency such as the one that has been underway for in excess of two years. The full impacts of the COVID-19 pandemic on markets, business activity and the U.S. and global economy, as well as potential changes in economic and fiscal policies that may be adopted to address the COVID-19 pandemic or the possibility of a similar future event, price shocks and related externalities, are not yet fully identified or understood and the situation continues to evolve. In implementing the Funds' investment strategies, the PE Advisers will make a number of assumptions, including as to the severity of the consequences of COVID-19 to the U.S. and global economies as well as prospective Portfolio Entities, and the likelihood of a similar future event and any possible impacts thereof. There can be no assurances that such assumptions will be correct and unexpected events and developments, including the severity of this or any other pandemic on economies and specific Portfolio Entities, may be detrimental to the Funds and their Investments. In addition, the operations of the Funds, the Portfolio Entities, and Blackstone may be significantly impacted, or

even temporarily or permanently halted, as a result of government quarantine measures, voluntary and precautionary restrictions on travel or meetings (including office attendance), forwarding of and otherwise delayed receipt of mail, and other factors related to a public health emergency, including its potential adverse impact on the health of the personnel of any such entity, including possibly the Key Persons, or the personnel of any such entity's key service providers. Additionally, restrictions on immigration and processing of visas and other work permits may affect the work force of the Funds' Portfolio Entities, some of which may rely on foreign talent as an important part of its work force and which could have a material adverse impact on their ability to implement their business plans. The impact to businesses in such circumstances has been and may continue to be substantial.

In connection with the impacts of the current COVID-19 pandemic and any future such public health emergency, the Funds are expected to incur heightened legal expenses which could similarly have an adverse impact to the Funds' returns. For example, but not by limitation, the Funds or Portfolio Entities may be subject to heightened litigation and its resulting costs, which costs may be significant and are expected to be borne by the Funds and/or their Portfolio Entities. There is also a heightened risk of cyber and other security vulnerabilities during the current public health emergency and any future one, which could result in adverse effects to the Funds or the Portfolio Entities in the form of economic harm, data loss or other negative outcomes.

While the U.S. Food and Drug Administration and other similar regulators globally have approved COVID-19 vaccines (some for emergency use only) and these vaccines are currently available to the general public in the U.S. and in many non-U.S. jurisdictions, due to limited supply, they are not yet widely available to the general public in some other jurisdictions. Furthermore, a substantial proportion of the population in the U.S. and other jurisdictions has, despite the availability of vaccines, not been vaccinated, which is believed to be prolonging the global effects of COVID-19. In addition, the vaccines have been found to be less than 100 percent effective and to have waning effectiveness within an extended period of time following inoculation, which means a portion of the population that receives such vaccinations is less than fully protected against the disease. Furthermore, such vaccines have shown reduced efficacy against certain existing or emerging variants of COVID-19, and emerging variants may continue to be more transmissible or deadly than existing variants of COVID-19. COVID-19 is likely to continue to affect the economy generally, and the COVID-19 pandemic and/or its economic impact may affect the Funds and the Funds' ability to achieve its investment objectives to a degree that is not currently known, given the situation continues to evolve. In addition, multiple jurisdictions have adopted, or are considering to adopt, vaccine mandate legislation or regulations that require certain public sector employees and/or private sector employees to obtain vaccines (subject to certain exceptions, which vary per jurisdiction). Employee attrition and turnover resulting from such mandates could adversely affect, both directly and indirectly, the business operations of Portfolio

Entities that operate within those jurisdictions (e.g., by requiring them to discontinue their employment of critical personnel who are not vaccinated).

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

Item 9 – Disciplinary Information

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

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

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

Item 10 – Other Financial Industry Activities and Affiliations

Other Financial Industry Activities

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

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

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

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

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

Representative”) to act or provide consent with respect to the matter giving rise to the conflict of interest; (vi) in connection with a matter giving rise to a conflict of interest with respect to an investment, consulting with an L.P. Advisory Committee, Independent Client Representative (if any) and/or the Fund investors or Independent Client Representatives (if any) regarding the conflict of interest and either obtaining a waiver or consent from an L.P. Advisory Committee, Independent Client Representative (if any) and/or the Fund investors or such Independent Client Representative of the conflict of interest or acting in a manner, or pursuant to standards or procedures, approved by an L.P. Advisory Committee, Independent Client Representative (if any) and/or the Fund investors or such Independent Client Representative with respect to such conflict of interest; (vii) validating the arms-length nature of the transaction by referencing participation by unaffiliated third parties; (viii) in the case of conflicts among clients, creating groups of personnel within Blackstone separated by information barriers (which can be expected to be temporary and limited purpose in nature), each of which would advise or represent one of the clients that has a conflicting position with other clients; (ix) implementing policies and procedures reasonably designed to mitigate the conflict of interest; or (x) otherwise handling the conflict as determined appropriate by the PE Advisers in their discretion. There can be no assurance that the PE Advisers will identify or resolve all conflicts of interest in a manner that is favorable to the Funds, and the Funds’ investors may not be entitled to receive notice or disclosure of the actual occurrence of these conflicts or have any right to consent to them as they arise. Any specific consent to and waiver of certain conflicts of interest described below in no way limits the generality of the foregoing, which is applicable to all conflicts of interest described, implied or alluded to herein.

For purposes of this Brochure, (a) “BTO Funds” shall be deemed to include any account, client, fund, vehicle or any other similar arrangement managed by Blackstone Tactical Opportunities Advisors L.L.C.; (b) “BREP Funds” shall be deemed to include any account, client, fund, vehicle or any other similar arrangement managed by Blackstone Real Estate Advisors L.P.; (c) “BPP Funds” shall be deemed to include any account, client, fund, vehicle or any other similar arrangement managed by Blackstone Property Advisors L.P.; (d) “BREDS Funds” shall be deemed to include any account, client, fund, vehicle or any other similar arrangement managed by Blackstone Real Estate Special Situations Advisors L.L.C.; (e) “BTAS Funds” shall be deemed to include any account, client, fund, vehicle or any other similar arrangement managed by Blackstone Multi-Asset Advisors L.L.C.; (f) “BAAM Funds” shall be deemed to include any account, client, fund, vehicle or any other similar arrangement managed by Blackstone Alternative Asset Management LP or any other Blackstone Alternative Asset Management advisers; (g) “BIP Funds” shall be deemed to include any account, client, fund, vehicle or any other similar arrangement managed by Blackstone Infrastructure Advisors L.L.C.; (h) “BIS 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. or Blackstone ISG-I Advisors L.L.C.; (i) “Blackstone Credit Funds” shall be deemed

to include any account, client, fund, vehicle or any other similar arrangement managed by 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; (j) “Strategic Partners” shall mean Strategic Partners Fund Solutions Advisors L.P.; (k) “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.; (l) “Clarus” shall mean Clarus Ventures, LLC and its related vehicles/entities and successor funds; (m) “BSOF” shall mean Blackstone Strategic Opportunities Fund and its related vehicles/entities and successor funds; (n) “BXMT Funds” shall mean accounts, clients, funds, vehicles or any other similar arrangements managed by BXMT Advisors L.L.C.; (o) “BSCH” shall mean Blackstone Strategic Capital Holdings and its related vehicles/entities and successor funds; (p) “Horizon” shall mean Blackstone Horizon Fund and its related vehicles/entities and successor funds; (q) “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 (r) “BPE Funds” shall be deemed to include any account, client, fund, vehicle or any other similar arrangement managed by Blackstone Private Investments Advisors L.L.C.

Performance-Based Compensation. A General Partner’s carried interest creates a greater incentive for such General Partner to make more speculative investments on behalf of a Fund or time the purchase or sale of investments in a manner motivated by the personal interests of Blackstone personnel than if such performance-based compensation did not exist, as such General Partner receives a disproportionate share of profits (above the preferred return hurdle, where applicable under the Organizational Documents). However, the significant commitment by Blackstone to invest in the Funds (which commitment, for the avoidance of doubt, may be allocated other than *pro rata* among the Funds) and related guarantees and the General Partner clawback and related guarantee should reduce the incentives for a General Partner to make more speculative investments or otherwise time the purchase or sale of investments based on considerations related to carried interest and in a manner motivated by the personal interests of Blackstone personnel. The General Partner clawback potentially creates other misalignments of interests between the General Partners and limited partners, such as an incentive for the General Partners to defer disposition of an investment that would result in a realized loss (or a return on investment that was less than the preferred return, where applicable under the Organizational Documents) and trigger the clawback, or delay the dissolution and liquidation of a Fund if doing so would trigger a clawback obligation. In addition, the Tax Reform Bill 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 a General Partner to cause a Fund to accelerate deployment of capital at the beginning of such Fund’s investment period, hold investments longer to ensure long-term capital gains treatment or dispose of investments prior to any change in law that would result in a higher effective income tax rate on carried interest.

Furthermore, upon a withdrawal by an investor from a Fund in certain circumstances, upon the liquidation of a Fund and as otherwise permitted by the Organizational Documents, the General Partner of such Fund may receive carried interest distributions with respect to a distribution in-kind of non-marketable securities. The amount of carried interest will be dependent on the valuation of the non-marketable securities distributed, which will be determined by a General Partner and could incentivize such General Partner to value the securities higher than if there were no carried interest. A General Partner can engage a third party to determine the value of securities distributed in-kind or non-marketable securities and rely upon the third party opinion of value, but there can be no assurance such an opinion will reflect value accurately (see “—Valuation Matters” below). Moreover, under the terms of the Organizational Documents, a General Partner is entitled to elect to receive its carried interest with respect to an investment that is otherwise being sold in the form of an in-kind distribution of marketable securities of the related Portfolio Entity, including 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). The tax benefit derived from charitable giving has the effect of reinforcing and/or enhancing a General Partner’s incentives otherwise resulting from the existence of the General Partner’s carried interest described above and therefore conflicts of interest may arise in making decisions on behalf of the relevant Fund (including the timing of the disposition of Investments). In addition, the General Partners are incentivized to make certain determinations under the Organizational Documents in a manner that results in its receipt of a greater amount of, or earlier payment of, carried interest. For example, unlike disposition proceeds, distributions of current income will not take into account a return of capital from the respective investment or allocable fees or expenses thereto, which creates an incentive for such General Partner to determine that a recapitalization, refinancing or other similar transaction was not a “disposition” (in whole or in part) for purposes of the Organizational Documents (including for purposes of calculating such General Partner’s carried interest). Additionally, regardless of whether a recapitalization, refinancing or other similar transaction is treated as a “disposition” (in whole or in part) for purposes of determining the General Partner’s carried interest, such recapitalization, refinancing or other similar transaction are not expected to be treated as a “disposition” (in whole or in part) for purposes of calculating invested capital under the Organizational Documents.

Management Fee. The Management Fee is payable through the complete liquidation of a Fund. The fact that the Management Fee payable after management fees in connection with a successor fund have begun to accrue (the “Management Fee Reduction Date”) is calculated based on “capital contributions” (which pursuant to the Organizational Documents, includes borrowings and guarantees then outstanding that reduced unused capital commitments) rather than capital commitments creates an incentive for the General Partner to defer realization of Investments, make more speculative Investments, seek to deploy capital commitments (and

borrowings and guarantees secured by capital commitments) in Investments at an accelerated pace and/or hold Investments longer, in each case, than it otherwise would have if Management Fees were based solely on capital commitments. For purposes of the Management Fee, the calculation of a Fund investor's capital under the Organizational Documents following the occurrence of the Management Fee Reduction Date will include any capitalized deal-specific expenses incurred in connection with unrealized investments. Acquisition costs for unrealized investments will include, and the Management Fee will accrue on, costs for Investments that are capitalized into the related investment for GAAP purposes notwithstanding that such amounts are eligible to be treated as "Partnership Expenses" under the Organizational Documents rather than as capital contributions for the making of investments. The PE Advisers may waive the Management Fee otherwise payable to it, in whole or in part (whether by a flat discount or a percentage discount, or otherwise), with respect to one or more Investments, extend and/or otherwise amend the "fee holiday" described in the Organizational Documents or reduce the rates on which Management Fees are charged to Fund limited partners under the Organizational Documents, in each case, in its sole discretion.

Allocation of Personnel. Each PE Adviser will devote such time to the relevant Funds as it determines to be necessary to conduct its business affairs in an appropriate manner. However, Blackstone personnel, including members of the Investment Committee, will work on other projects, serve on other committees (including boards of directors, as applicable) and source potential investments for and otherwise assist the investment programs of Other Blackstone Clients and their Portfolio Entities, including other investment programs to be developed in the future. Certain members of the Funds' investment teams are also members of other Funds' or Other Blackstone Clients' investment teams and will continue to serve in those roles (which in some cases is their primary responsibility) and as a result, not all of their business time will be devoted to a particular Fund. Certain non-investment professionals are not dedicated solely to a particular Fund and are permitted to perform work for other Funds or Other Blackstone Clients which is expected to detract from the time such persons devote to a particular Fund. Even some key Blackstone personnel who devote substantially all of their time to investment programs within the Blackstone Private Equity group do not devote time predominantly, or solely, to a Fund, as the Blackstone Private Equity group includes BTO Funds, BCEP Funds, BIS Funds, BXG and BPE Funds and such personnel will, in certain circumstances, also be shared with the BIP Funds and BXLS. Time spent on these other initiatives diverts attention from the activities of the Funds, which could negatively impact the Funds and their investors. Furthermore, Blackstone and Blackstone personnel derive financial benefit from these other activities, including fees and performance-based compensation. Blackstone personnel outside the Blackstone Private Equity group share in the fees and performance-based compensation from the Funds; similarly, the Blackstone Private Equity group personnel share in the fees and performance-based compensation generated by Other Blackstone Clients. These and other factors create conflicts of

interest in the allocation of time by Blackstone personnel. A General Partner's determination of the amount of time necessary to conduct a Fund's activities will be conclusive, and a Fund's investors rely on such General Partner's judgment in this regard.

Outside Activities of Principals and Other Personnel and their Related Parties. Certain personnel of Blackstone will, in certain circumstances, be subject to a variety of conflicts of interest relating to their responsibilities to the Funds, Other Blackstone Clients and their respective Portfolio Entities, and their outside personal or business activities, including as members of investment or advisory committees or boards of directors of or advisors to investment funds, corporations, foundations or other organizations. Such positions create a conflict if such other entities have interests that are adverse to those of the Funds, including if such other entities compete with the Funds for investment opportunities or other resources. The Blackstone personnel in question could have a greater financial interest in the performance of the other entities than the performance of the Funds. This involvement would create conflicts of interest in making investments on behalf of the Funds and such other funds, accounts and other entities. Although the PE Advisers will generally seek to minimize the impact of any such conflicts, there can be no assurance they will be resolved favorably for the Funds. Also, Blackstone personnel are generally permitted to invest in alternative investment funds, private equity funds, venture capital funds, real estate funds, hedge funds and other investment vehicles, as well as engage in other personal trading activities relating to companies, assets, securities or instruments, it being understood that such personnel may make such investments for strategic reasons including for purposes of sourcing investment opportunities for the Funds, Other Blackstone Clients and/or Blackstone (subject to Blackstone's Code of Ethics requirements), some of which will involve conflicts of interests. Such personal securities transactions will, in certain circumstances, relate to securities or instruments which can be expected to also be held or acquired by Other Blackstone Clients, including the Funds, or otherwise relate to companies or issuers in which the Funds have or acquire a different principal investment (including, for example, with respect to seniority) which may give rise to conflicts of interest related to misaligned interests between the applicable Fund and such persons, it being understood that where Blackstone personnel make investments in alternative investment funds and other investment vehicles with the intent to source investments for the Funds or Other Blackstone Clients, there is a greater likelihood that the Funds or such Other Blackstone Clients will invest in companies in which Blackstone personnel hold an indirect interest. There could be situations in which such alternative investment funds invest in the same portfolio companies as the Funds and there could be situations in which such alternative investment funds purchase securities from, or sell securities to, the Funds. There can be no assurance that conflicts of interest arising out of such activities will be resolved in favor of the Funds. Fund investors will not receive any benefit from any such investments, and the financial incentives of Blackstone personnel in such other investments could be greater than their financial incentives in relation to the Funds and may not receive notice should the Funds make

investments in which such persons hold indirect interests (see “—Additional Potential Conflicts of Interest” below).

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

Secondments and Internships. Certain personnel of Blackstone, including Consultants (as defined herein), will, in certain circumstances, be seconded to one or more Portfolio Entities, service providers and vendors or limited partners of the Funds and Other Blackstone Clients to provide finance, accounting, operational support, data management and other similar services, including the sourcing of investments for the Funds or other parties. The salaries, benefits, overhead and

other similar expenses for such personnel during the secondment could be borne by Blackstone or the organization for which the personnel are working or both. In addition, personnel of Portfolio Entities, vendors, service providers (including law firms and accounting firms) and limited partners of the Funds and Other Blackstone Clients will, in certain circumstances, be seconded to, serve internships at or otherwise provide consulting services to, Blackstone, the Funds and Portfolio Entities and Other Blackstone Clients. While often the Funds, Other Blackstone Clients and their Portfolio Entities are the beneficiaries of these types of arrangements, Blackstone is from time to time a beneficiary of these arrangements as well, including in circumstances where the personnel, vendor or service provider or otherwise also provides services to the Funds, Other Blackstone Clients or Blackstone in the ordinary course. Blackstone, the Funds, Other Blackstone Clients or their Portfolio Entity may or may not pay salary or cover expenses associated with such secondees and interns, and if a Portfolio Entity pays the cost it will be borne directly or indirectly by a Fund, Blackstone, Other Blackstone Clients or their Portfolio Entities. If Blackstone pays salaries or covers expenses associated with such secondees and interns, it may seek reimbursement from the Funds for such amounts. Blackstone, the Funds, Other Blackstone Clients or their Portfolio Entities could receive benefits from these arrangements at no cost, or alternatively could pay all or a portion of the fees, compensation or other expenses in respect of these arrangements and if a Portfolio Entity pays the cost it will be borne directly or indirectly by a Fund. Blackstone, the Funds, Other Blackstone Clients or their Portfolio Entities could receive benefits from these arrangements at no cost, or alternatively could pay all or a portion of the fees, compensation or other expenses in respect of these arrangements and if a Portfolio Entity of a Fund pays the costs or Blackstone seeks reimbursement from a Fund or its Portfolio Entity for such secondment costs, all or a portion of such costs would be borne directly or indirectly by the Fund. To the extent such fees, compensation or other expenses are borne by a Fund, including indirectly through its Portfolio Entities or reimbursement of Blackstone for such cost, the Management Fee will not be offset or reduced as a result of these arrangements or any fees, expense reimbursements or other costs related thereto. The personnel described above may provide services in respect of multiple matters, including in respect of matters related to Blackstone, the Funds, Other Blackstone Clients, Portfolio Entities, each of their respective affiliates and related parties, and any costs of such personnel may be allocated accordingly. Blackstone will endeavor in good faith to allocate the costs of these arrangements, if any, to Blackstone, the Funds, Other Blackstone Clients, Portfolio Entities and other parties based on time spent by the personnel or another methodology Blackstone deems appropriate in a particular circumstance.

Other Benefits. The PE Advisers, their affiliates and their respective personnel and related parties will receive intangible and other benefits, discounts and perquisites arising or resulting from their activities on behalf of the Funds, the value of which will not offset or reduce Management Fees or otherwise be shared with the Funds, their Portfolio Entities or the Fund investors. For example,

airline travel or hotel stays will result in “miles” or “points” or credit in loyalty or status programs, and such benefits will, whether or not *de minimis* or difficult to value, inure exclusively to the benefit of the PE Advisers, their affiliates or their respective personnel or related parties receiving it, even though the cost of the underlying service is borne by the Funds as partnership expenses and/or by Portfolio Entities (see also “—Service Providers, Vendors and Other Counterparties Generally” herein). Similarly, the PE Advisers, their affiliates and their respective personnel and related parties, and third parties designated by the foregoing, also receive discounts on products and services provided by Portfolio Entities and customers or suppliers of such Portfolio Entities.

Advisors, Consultants and Partners. The PE Advisers, their affiliates and their respective personnel and related parties engage and retain strategic advisors, consultants, senior advisors, operating advisors, industry experts, joint venture and other partners and professionals, any of whom might be current or former executives or other personnel of the PE Advisers or Portfolio Entities of the Funds or Other Blackstone Clients (collectively, “Consultants”), to provide a variety of services. Similarly, the Funds, Other Blackstone Clients and their Portfolio Entities retain and pay compensation to Consultants to provide services, or to undertake a build-up strategy to acquire and develop assets and businesses in a particular sector or involving a particular strategy. Any amounts paid by the Funds or a Portfolio Entity to Consultants in connection with the above services, including cash fees, profits or equity interests in a Portfolio Entity, discretionary bonus awards, performance-based compensation (*e.g.*, promote), retainers and expense reimbursements, will be treated as partnership expenses or expenses of a Portfolio Entity, as the case may be, and will not, even if they have the effect of reducing any retainers or minimum amounts otherwise payable by the applicable PE Adviser or its affiliates, be chargeable to such PE Adviser or its affiliates or deemed paid to or received by such PE Adviser or its affiliates, or offset or reduce any Management Fees to such PE Adviser or its affiliates or be subordinated to return of the Fund investor’s capital. Amounts charged by Consultants will not necessarily be confirmed as being comparable to market rates for such services. Also, Consultants often co-invest alongside the Funds in Portfolio Entities and investments of the Funds, participate in long-term incentive plans of a Portfolio Entity, and invest directly in the Funds or in vehicles controlled by the Funds, with reduced or waived Management Fees and carried interest, including after the termination of their engagement by or other status with Blackstone, and such co-investment or participation (which generally will result in the Funds being allocated a smaller share of an investment than would otherwise be the case in the absence of such side-by-side co-investment rights) and such co-investment or participation (which generally will result in the Funds being allocated a smaller share of an investment and less co-investment being available to Fund investors) may or may not be considered part of Blackstone’s side-by-side co-investment rights, as determined by the applicable PE Adviser or its affiliates in their sole discretion. Consultants’ benefits described in this paragraph will, in certain circumstances, continue after termination of status as a Consultant.

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

any portion of the costs to be borne by the Funds in respect of such Consultant to such Other Blackstone Clients, except as described below.

Additionally, from time to time, Consultants provide services on behalf of both the Funds and Other Blackstone Clients, and any work performed by Consultants retained on behalf of the Funds may benefit such Other Blackstone Clients (and alternatively, work performed by Consultants on behalf of Other Blackstone Clients may benefit the Funds), and the PE Advisers shall have no obligation to allocate any portion of the costs to be borne by the Funds in respect of such Consultant's work on behalf of the Funds to such Other Blackstone Clients, except as described below.

As an example of the foregoing, in investments by the Funds including a "platform company," the Funds will, in certain circumstances, enter into an arrangement from time to time with one or more individuals (who may be former personnel of Blackstone or current or former personnel of Portfolio Entities of the Funds or Other Blackstone Clients, may have experience or capability in sourcing or managing investments, and may form a management team) to undertake a build-up strategy to acquire and develop assets and businesses in a particular sector or involving a particular strategy. The services provided by such individuals or relevant Portfolio Entity, as the case may be, could include the following with respect to investments of the Funds: origination or sourcing, due diligence, evaluation, negotiation, servicing, development, management (including turnaround) and disposition. The individuals or relevant Portfolio Entity could be compensated with a salary and equity incentive plan, including a portion of profits derived from the Funds or a Portfolio Entity or asset of the Funds, or other long term incentive plans. Compensation could also be based on assets under management, a waterfall similar to a carried interest, respectively, or other similar metric. The Funds could bear the cost of overhead (including rent, utilities, benefits, salary or retainers for the individuals or their affiliated entities) and the sourcing, due diligence and analysis of investments, as well as the compensation for the individuals and entity undertaking the build-up strategy. Such expenses could be borne directly by the Funds as partnership expenses (or broken deal expenses, if applicable) or indirectly through expenditures by a Portfolio Entity. None of such Portfolio Entities or Consultants will be treated as affiliates of the PE Adviser for purposes of the Organizational Documents and none of the fees, costs or expenses described above will reduce or offset the Management Fee.

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

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

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

Blackstone is under no obligation to decline any engagements or investments in order to make an investment opportunity available to the Funds. Blackstone has long-term relationships with a significant number of corporations and their senior management. The PE Advisers will consider those relationships when evaluating an investment opportunity, which may result in the PE Advisers choosing not to make such an investment due to such relationships (e.g., investments in a competitor of a client or other person with whom Blackstone has a relationship). The Funds could be required to sell or hold existing investments as a result of investment banking relationships or other relationships that Blackstone may have or transactions or investments that

Blackstone may make or have made. Therefore, there can be no assurance that all potentially suitable investment opportunities that come to the attention of Blackstone will be made available to the Funds. (See “—Other Blackstone Clients; Allocation of Investment Opportunities” and “Portfolio Entity Relationships Generally” and “—Conflicting Fiduciary Duties to Debt Funds” herein.) The Funds may also co-invest with Other Blackstone Clients or other persons with whom Blackstone has a relationship in particular investment opportunities, and other aspects of these Blackstone relationships could influence the decisions made by the PE Advisers with respect to the Funds’ investments and otherwise result in a conflict. (See also “—Other Blackstone Clients; Allocation of Investment Opportunities” herein.)

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

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

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

Blackstone Policies and Procedures; Information Walls. Blackstone has implemented policies and procedures to address conflicts that arise as a result of its various activities, as well as regulatory and other legal considerations. Specified policies and procedures, such as Blackstone's information wall policy, implemented by Blackstone to mitigate potential conflicts of interest and address certain regulatory requirements and contractual restrictions will reduce the synergies and collaboration across Blackstone's various businesses that the Funds expect to draw on for purposes of identifying, pursuing and managing attractive investment opportunities. Because Blackstone has many different asset management and advisory businesses, including, but not limited to, private equity, growth equity, a credit business, a secondary funds business, an infrastructure business, an insurance solutions business, a hedge fund business, a capital markets group, a life sciences business and a real estate advisory business, it is subject to a number of actual and potential conflicts of interest, greater regulatory oversight and more legal and contractual restrictions than that to which it would otherwise be subject if it had just one line of business. In addressing these conflicts and regulatory, legal and contractual requirements across

its various businesses and to protect against the inappropriate sharing and/or use of information between the Blackstone Private Equity Group and the other business units at Blackstone, Blackstone has implemented certain policies and procedures (*e.g.*, Blackstone's information wall policy) regarding the sharing of information that have the potential to reduce the positive synergies and collaborations that the Funds could otherwise expect to utilize for purposes of identifying and managing attractive investments. For example, Blackstone will from time to time come into possession of material non-public information with respect to companies in which Other Blackstone Clients may be considering making an investment or companies that are clients of Blackstone. As a consequence, that information, which could be of benefit to a Fund, might become restricted to those other respective businesses and otherwise be unavailable to such Fund. There can be no assurance, however, that any such policies and/or procedures will be effective in accomplishing their stated purpose and/or that they will not otherwise adversely affect the ability of the Funds to effectively achieve their investment objective by unduly limiting the investment flexibility of the Funds and/or the flow of otherwise appropriate information between the PE Adviser and other business units at Blackstone. For example, personnel of Blackstone may be unable to assist with the activities of a Fund as a result of these walls. There can be no assurance that additional restrictions will not be imposed that would further limit the ability of Blackstone to share information internally. In addition, due to these restrictions, in some instances, a Fund would not be able to initiate a transaction that it otherwise might have initiated and may not be able to arrange for the sale and liquidation of all or any portion of an investment that it otherwise might have 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, the Funds and the PE Advisers may also be deemed to be in possession of such information or otherwise restricted. Additionally, the terms of confidentiality or other agreements with or related to companies in which any Blackstone fund has or has considered making an investment or which is otherwise a client of Blackstone will from time to time restrict or otherwise limit the ability of the Funds and/or their Portfolio Entities and their affiliates to make investments in or otherwise engage in businesses or activities competitive with such companies. Blackstone reserves the right to enter into one or more strategic relationships in certain regions or with respect to certain types of investments that, although intended to provide greater opportunities for the Funds, may require the Funds to share such opportunities or otherwise limit the amount of an opportunity the Funds can otherwise take.

Data. Blackstone receives, generates or obtains various kinds of data and information from the Funds, Other Blackstone Clients, their Portfolio Entities, and, at their election, certain investors in the Funds and investors in Other Blackstone Clients and service providers, including but not limited to data and information relating to business operations, financial information results,

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

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

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

Data Management Services. Blackstone or an affiliate of Blackstone formed in the future will provide data management services to Portfolio Entities, to certain investors in the Funds and in Other Blackstone Clients, and to the Funds and Other Blackstone Clients and other Blackstone affiliates and associated entities (including funds in which Blackstone and Other Blackstone Clients make investments, and Portfolio Entities thereof (collectively, “Data Holders”). Such services may include assistance with obtaining, analyzing, curating, processing, packaging, distributing, organizing, mapping, holding, transforming, enhancing, marketing and selling such data (among other related data management and consulting services) for monetization through licensing or sale arrangements with third parties and, subject to the limitations in the Organizational Documents and any other applicable contractual limitations, with the Funds, Other Blackstone Clients, Portfolio Entities, investors in the Funds and in Other Blackstone Clients, and other Blackstone affiliates and associated entities (including funds in which Blackstone and Other Blackstone Clients make investments, and Portfolio Entities thereof). If Blackstone enters into data services arrangements with Portfolio Entities and receives compensation from such Portfolio Entities for such data services, Funds will indirectly bear their share of such compensation based on their pro rata ownership of such Portfolio Entities. Where Blackstone believes appropriate, data from one Data Holder may be pooled with data from other Data Holders. Any revenues arising from such pooled data sets would be allocated between applicable Data Holders on a fair and reasonable basis as determined by Blackstone in its sole discretion, with Blackstone able to make corrective allocations should it determine subsequently that such corrections were necessary or advisable. Blackstone is expected to receive compensation for such data management services, which may include a percentage of the revenues generated through any licensing or sale arrangements with respect to the relevant data, and which compensation is also expected to include fees, royalties and cost and expense reimbursement (including start-up costs and allocable overhead associated with personnel working on relevant matters (including salaries, benefits and other similar expenses)) will not be subject to the Management Fee offset provisions or otherwise shared with the Funds or Fund investors. Additionally, Blackstone is also expected to determine to share and distribute the products from such Data Management Services within Blackstone or its affiliates (including Other Blackstone Clients or their Portfolio Entities) at no charge and, in such cases, the Data Holders may not receive any financial or other benefit from having provided such data to Blackstone. The potential receipt of such compensation by Blackstone may create incentives for Blackstone to

cause the Funds to invest in Portfolio Entities with a significant amount of data that it might not otherwise have invested in or on terms less favorable than it otherwise would have sought to obtain on behalf of such Funds. (See also “Data” herein.)

Buying and Selling Investments or Assets from Certain Related Parties. The Funds and their Portfolio Entities can be expected to purchase investments or assets from or sell investments or assets of the Funds to Fund investors, Portfolio Entities of other Funds or Other Blackstone Clients or their respective related parties, including parties which such Fund investors or Portfolio Entities, or Other Blackstone Clients, own or have invested in. In certain circumstances, it can be expected that the proceeds received by a seller from the Funds in respect of an investment or asset will be distributed, in whole or in part, to a related party (i.e., a Fund investor, Other Blackstone Clients and/or portfolio companies thereof) of the Funds when such related party indirectly holds interests in such underlying investment or asset through the seller (including, for example, in such related party’s capacity as an investor in such seller). In such circumstances, Fund Investors, Other Blackstone Clients, Portfolio Entities of Other Blackstone Clients or their respective related parties, may also have limited governance rights in respect of such seller or such investment or asset). Purchases and sales of investments or assets of the Funds between the Funds or their Portfolio Entities, on the one hand, and Fund Investors and/or Portfolio Entities of other Funds or Other Blackstone Clients or their respective related parties, on the other hand, are not subject to the approval of any L.P. Advisory Committee Fund investor (or Independent Client Representative (if any)) except as expressly required under the Organizational Documents or unless otherwise required under the Advisers Act or other applicable laws or regulations. A Fund may originate or initially acquire an investment (or portfolio of related investments) in circumstances where it expects that certain portions or tranches thereof (which may be of different levels of seniority or credit quality) will be syndicated to one or more Other Blackstone Clients (in which case Blackstone will have conflicting duties in determining the tranching thereof) (see “—Syndication; Warehousing” herein). Blackstone will have conflicting duties to the Funds and Other Blackstone Clients when a Fund sells assets to Other Blackstone Clients, including as a result of different financial incentives Blackstone may have with respect to the Funds and such Other Blackstone Clients. In addition, certain financings between the Funds and Blackstone affiliates may involve structuring that in form is a transaction between the Funds and an affiliate, but will not be treated as the sale of an investment from or to the Funds from a Blackstone affiliate for purposes of the Organizational Documents, as determined by the General Partner in good faith. There can be no assurance that any assets sold by the Funds to an Other Blackstone Client (or where such Other Blackstone Client is providing financing to the Funds or a third party purchaser) will not be valued or allocated a sale price that is lower than might otherwise have been the case if such asset were sold to a third party rather than to an Other Blackstone Client. For example, a Portfolio Entity may sell its data to Fund investors, Portfolio Entities of other Funds or Other Blackstone Clients or their respective related parties (See also

“Data Management Services”). These transactions involve conflicts of interest, as Blackstone will receive fees and other benefits, directly or indirectly, from or otherwise have interests in both parties to the transaction, including different financial incentives Blackstone may have with respect to the parties to the transaction. For example, there can be no assurance that any investment or asset sold by the Funds to a Fund investor, Portfolio Entity of Other Blackstone Clients or any of their respective related parties will not be valued or allocated a sale price that is lower than might otherwise have been the case if such asset were sold to a third party rather than to a Fund investor, Portfolio Entity of Other Blackstone Clients or any of their respective related parties. Blackstone will not be required to solicit third-party bids or obtain a third-party valuation prior to causing the Funds or any of their Portfolio Entities to purchase or sell any asset or investment from or to a Fund investor, Portfolio Entity of Other Blackstone Clients or any of their respective related parties as provided above.

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

Other Blackstone Clients; Allocation of Investment Opportunities. Blackstone invests its own capital and third-party capital on behalf of Other Blackstone Clients and the Funds in a wide variety of investment opportunities throughout the world. Investors should expect that in certain circumstances, not all of the investment opportunities suitable for a Fund will be presented to such Fund. Investment opportunities that might otherwise fall within a Fund’s investment objectives or strategy may be allocated to Other Blackstone Clients (in whole or in part). In addition, certain exceptions exist that allow specified types of investment opportunities that fall within the Funds’ investment objectives or strategy to be allocated in whole or in part to Blackstone itself and/or Other Blackstone Clients, such as strategic investments made by Blackstone itself (whether in financial institutions or otherwise) and the exception for Other Blackstone Clients that have investment objectives and/or guidelines similar to or overlapping, in whole or in part, with those of the Funds to some extent, or pursue similar returns as a Fund

but have a different investment strategy or objective. It is expected that some activities of Blackstone, the Other Blackstone Clients and their Portfolio Entities will compete with the Funds and their Portfolio Entities for one or more investment opportunities that are consistent with the Funds' investment objectives, and as a result such investment opportunities may only be available on a limited basis, or not at all, to the Funds. Blackstone or its personnel may also from time to time make and hold investments of various types with or in lieu of Other Blackstone Clients. Although such investments would be limited or restricted by the Organizational Documents or the agreements for Other Blackstone Clients, to the extent Blackstone or its personnel 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 or its personnel.

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

In circumstances in which any Other Blackstone Clients have investment objectives or guidelines that overlap with those of the Funds, in whole or in part, Blackstone generally determines the relative allocation of investment opportunities between or among one or more of the Funds and/or such Other Blackstone Clients on a fair and reasonable basis in good faith according to guidelines and factors determined by it. However, the application of those guidelines and factors may result in the Funds not participating, or not participating to the same extent, in investment opportunities in which they would have otherwise participated, or participated to a greater extent, had the related allocations been determined without regard to such guidelines. The PE Advisers could also determine not to pursue opportunities as discussed below in "—Certain Investments inside the Funds' Mandates that are not Pursued by the Funds." Subject to certain limitations, the Funds could invest in the securities of publicly traded companies in which Other Blackstone Clients hold existing investments. Among the factors that the PE Advisers consider in making investment allocations among the Funds and Other Blackstone Clients are the following: (i) any applicable investment strategies, investment mandates, objectives (including whether such objectives are considered solely in light of the specific investment under consideration or in the context of the respective portfolios' overall holdings), focus (including investment focus on a classification attributable to an investment, such as investment strategy or maturity), parameters, guidelines, investor preferences, limitations, guidelines, regulatory (including, without limitation, requirements under the Investment Company Act and any related rules, orders, guidance or other authority applicable to the Funds and Other Blackstone Clients) and other contractual provisions, obligations and terms relating to the Funds and such Other

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

investment opportunities for the Funds and fewer co-investment opportunities (or reduced allocations) being made available to the Fund investors.

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

Blackstone has adopted "first-call" guidelines in connection with determining allocations of investment opportunities among its business groups. The "first-call" guidelines are non-exclusive and subject to the provisions of the Organizational Documents, including the factors described above. Blackstone has set forth priorities and presumptions regarding what constitutes "debt" investments, "control-oriented equity" investments, "energy" investments, "preferred" investments, risk and return characteristics for defining "core" or "core+" investments and "infrastructure", presumptions regarding allocation for certain types of investments (*e.g.*, distressed investments) and other matters. The application of such guidelines may result in the Funds not participating, or not participating to the same extent, in investment opportunities in which they would have otherwise participated had the guidelines not existed.

The PE Advisers make good faith determinations for allocation decisions based on expectations that will, in certain circumstances, prove inaccurate and such determinations require it to make subjective judgment regarding application of the guidelines and arrangements described herein. Information unavailable to the PE Advisers, or circumstances not foreseen by the PE Advisers at the time of allocation, may cause an investment opportunity to yield a different return than expected. For example, an investment opportunity that the PE Advisers determine to be consistent with the return objectives of a lower return fund and/or a core fund rather than the Funds may not match the PE Advisers' expectations and underwriting and generate an actual return that would have been appropriate for the Funds. Conversely, an investment that the PE Advisers expect to be consistent with the Funds' return objectives will, in certain circumstances, fail to achieve or exceed them. Any such judgments and application involves inherent conflicts and risks that assumptions regarding investment opportunities may not ultimately prove correct. As such, there can be no assurance that the subjective judgments made by Blackstone will prove correct in hindsight. Furthermore, in certain circumstances where a Fund is participating alongside one or more Other Blackstone Clients in an investment opportunity, the applicable PE Adviser is expected to be required to make initial investment allocation decisions at the time of the signing of the related purchase agreement (or equivalent) and/or funding of the deposit in respect thereof. The PE Adviser could change the applicable investment allocations as between a Fund and such Other Blackstone Clients between such signing and/or funding of the deposit and the closing of such investment opportunity as it determines appropriate based on factors

such PE Adviser deems relevant in its sole discretion. In such circumstances, the Fund's and such Other Blackstone Clients' respective obligations related to any deposit and transaction costs (including broken deal fees and expenses) would be expected to change accordingly, provided that any such adjustments, particularly in respect of funded deposits, are expected to occur at the time of the closing of the investment and interest or other additional amounts will not be due or payable in respect of any such adjustments. In addition, the PE Advisers could determine at any point prior to the closing of an investment opportunity that any such investment opportunity that was initially allocated to a Fund based on information available to the PE Advisers at the time the allocation decision is made should subsequently be reallocated in whole or in part to one or more Other Blackstone Clients (and vice versa) based on subsequent information received by the PE Advisers in respect of such investment opportunity. In such circumstance, the PE Advisers could determine to reallocate all or any portion of any such investment opportunity from a Fund to such Other Blackstone Client (or vice versa) (such fund from which an investment opportunity is being reallocated, a "Reallocating Fund"), including in circumstances where such Reallocating Fund has entered into an exclusivity arrangement or other binding agreement with one or more third parties (any such reallocated investment opportunity, a "Reallocated Investment"). In such cases, if the non-Reallocating Fund agrees to pursue the investment, Blackstone will determine, in its sole discretion, whether and to what extent the non-Reallocating Fund will reimburse the Reallocating Fund for any deferred acquisition costs (including non-refundable or refundable deposits, breakage fees, due diligence costs and other fees and expenses) incurred by the Reallocating Fund relating to such Reallocated Investment, and any such reimbursement would be made without the consent of the L.P. Advisory Committee (or L.P. representatives), the limited partners, or otherwise, as applicable.

The Funds will also invest alongside other Funds and Other Blackstone Clients (including other vehicles in which Blackstone or its personnel invest) in investments that are suitable for one or more of the Funds and such other Funds and Other Blackstone Clients. To the extent the Funds jointly hold securities with any other Fund or Other Blackstone Client that has a different expected duration or liquidity terms, conflicts of interest will arise between the Funds and such Other Blackstone Client with respect to the timing and manner of disposition of opportunities. For example, as described further below, Blackstone Multi-Strategy Vehicles that invest alongside the Funds will have terms that differ significantly from the Funds and therefore are expected to result in such conflicts of interest. In order to mitigate any such conflicts of interest, the Funds may recuse themselves from participating in any decisions relating or with respect to the investment by the Funds or the Other Blackstone Client. If the Other Blackstone Client maintains voting rights with respect to the securities it holds, or if the Funds do not recuse themselves, Blackstone may be required to take action where it will have conflicting loyalties between its duties to the Funds and such Other Blackstone Clients, which may adversely impact the Funds. (See also "—Other Blackstone Clients; Allocation of Investment Opportunities" herein.) Even if

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

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

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

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

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

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

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

Furthermore, other types of investments that could be considered to fit within the common investment objectives of the Funds and Other Blackstone Clients may be allocated in whole or in part to such Other Blackstone Clients. For example, it can be expected that investments in companies with substantial real estate holdings may be allocated to Blackstone's real estate

funds. Additionally, it can be expected that minority investments may be allocated to BTO, and Growth Equity Investments may be allocated to BXG. Accordingly, there can be no assurances that any investments that could be considered to fit within the investment objectives of the Funds will not, following consideration of the guidelines and factors described herein, be wholly or partially allocated to BIP, the Credit Energy Funds, the Harvest Funds or any other existing or future Other Blackstone Clients.

The BTAS Funds are part of a multi-strategy program designed to provide investors with exposure to a broad mix of Blackstone's key investment programs (*e.g.*, private equity, real estate, credit and opportunistic). The BTAS Funds will seek to invest substantially all of their assets in investments in which Other Blackstone Clients participate, and as part of their investment program may seek to invest in opportunistic private equity investments that are also appropriate for the Funds. While such private equity investments are expected to represent a small portion of the overall portfolio allocation of the BTAS Funds, the BTAS Funds (or any similar future Blackstone investment program) may, in addition to their investments through one or more Funds, nonetheless participate in investments alongside the Funds and certain Other Blackstone Clients with overlapping investment objectives (including through Blackstone's side-by-side co-investment rights, as described below), which will from time to time result in the BTAS Funds (or any similar future Blackstone investment program) receiving a share of a substantial portion of investments by the Funds. The overlapping objectives of the BTAS Funds (or any similar future Blackstone investment program) may also give rise to conflicts of interest relating to the allocation of investment opportunities, which Blackstone will seek to resolve in a fair and equitable manner although there is no assurance that Blackstone will be able to do so. (See also "—Liability Arising From Transactions Entered into Alongside Other Blackstone Clients" below).

Blackstone intends to establish one or more additional investment vehicles (including one or more vehicles for retail investors) and accounts which, like the BTAS Funds, invest in multiple investment strategies engaged in by Blackstone ("Blackstone Multi-Strategy Vehicles"), and the foregoing generally apply to the activities of Blackstone Multi-Strategy Vehicles as well. For example, Blackstone expects to establish one or more retail private equity vehicles, including multi-strategy vehicles. Blackstone Multi-Strategy Vehicles that include the Funds within their investment objectives are expected to invest generally alongside the Funds and other included Blackstone strategies in a programmatic or otherwise formulaic manner (*e.g.*, based on the relative available capital of such Blackstone Multi-Strategy Vehicles and the Funds), and any such methodology will be subject to adjustment on both a case-by-case and general basis from time to time (and any amounts allocated from time to time to a Blackstone Multi-Strategy Vehicle will not in any way be included in limitations on funds raised for the Funds at any given time). For certain open-ended Blackstone Multi-Strategy Vehicles, such vehicle's "investment period" for purposes of applying this allocation methodology will be determined by Blackstone in good faith

taking into account such factors that it deems relevant and appropriate under the circumstances, including but not limited to the relevant vehicle's inception date, the date of the relevant investment, the vehicle's pace of deployment, and the expected time horizon of the investment, which determination may result in the Funds participating in a particular investment to a greater or lesser extent than such Blackstone Multi-Strategy Vehicles. It is generally expected that such vehicle's "available capital" for purposes of applying this allocation methodology will only include "available capital" of the vehicle (including, potentially, capital expected to be contributed to the vehicle in the future) that is expected to be invested in the particular strategy for which such methodology is being used, as determined by Blackstone in its discretion. In determining what a vehicle's "investment period" and "available capital" are for purposes of applying this allocation methodology, Blackstone will need to make subjective judgments and projections that may not ultimately prove correct in hindsight. These determinations involve inherent conflicts of interest, and there can be no assurance that any such conflicts will be resolved in a manner that is favorable to the Funds. Such Blackstone Multi-Strategy Vehicles (such as the BPE Funds) with investment objectives that could overlap with those of the Funds (to varying degrees) may also be allocated certain investment opportunities (in whole or in part) in lieu of or alongside the Funds on a case-by-case basis. See above with respect to certain factors the PE Advisers may consider with respect to any allocation determinations, and "—Co-Investment Opportunities" below with respect considerations regarding the allocation of co-investment opportunities. Such vehicles may also be allocated co-investment opportunities alongside the Funds (in a programmatic or formulaic manner, and/or on a case-by-case basis). Any such Blackstone Multi-Strategy Vehicles may grow significantly in size over time, and such vehicles may be allocated a substantial portion of any such investment opportunities (and in some cases, a majority thereof). Therefore, it is expected that to the extent such Blackstone Multi-Strategy Vehicles are formed and are actively investing, the Funds will receive a lower allocation of investment opportunities than otherwise would be the case.

Such Multi-Strategy Vehicles (or Other Blackstone Clients) may be regulated under the 1940 Act or foreign equivalent (each, a "Regulated Fund") and may be subject to their respective exemptive orders from the SEC or equivalent from other foreign regulators (as may be amended or superseded, the "Exemptive Orders"). Such Exemptive Orders, if required, have not yet been obtained and may include restrictions and limitations that are not currently foreseen and extend beyond those described below. As a result, it is generally expected that the Funds investing alongside the Regulated Funds will be subject to the legal, tax, regulatory, accounting, contractual and other similar considerations, including without limitation those related to the 1940 Act (including any Exemptive Orders). The Regulated Funds may receive an Exemptive Order permitting the Regulated Funds to co-invest with certain other persons, including certain affiliates of Blackstone, and certain funds managed and controlled by Blackstone, including the Funds, Other Blackstone Clients, and their affiliates, subject to certain terms and conditions. In

order to permit the Funds to co-invest alongside a Regulated Fund, the investment adviser of such Regulated Fund must serve as an investment adviser to the Funds (which may be as a co-adviser or sub-adviser). For so long as any privately negotiated investment opportunity falls within certain established investment criteria of one or more Regulated Funds, such investment opportunity shall also be offered to such Regulated Fund(s). In the event that the Funds co-invest alongside a Regulated Fund, the PE Advisers and the investment adviser to the Regulated Funds will determine a targeted amount of available capital for investment alongside the Funds, in accordance with the allocation considerations described herein. In the event that the aggregate targeted investment sizes of the Funds, such Other Blackstone Clients and such Regulated Fund(s) that are allocated an investment opportunity exceed the amount of such investment opportunity, allocation of such investment opportunity to each of the Funds, such Other Blackstone Clients and any applicable Regulated Fund(s) will typically be reduced proportionately based on their respective “available capital” as defined in the applicable Exemptive Order, if any, which may result in an allocation to the Funds in an amount less than what it would otherwise have been if such Regulated Fund(s) did not participate in such investment opportunity. The Exemptive Order may also restrict the ability of the Funds and Other Blackstone Clients to invest in any privately negotiated investment opportunity alongside a Regulated Fund except at the same time and on the same terms, as described in the respective Exemptive Order, if any. As a result, the Funds may be unable to make investments in different parts of the capital structure of the same issuer in which a Regulated Fund has invested or seeks to invest, and Regulated Funds may be unable to make investments in different parts of the capital structure of the same issuer in which the Funds has invested or seeks to invest. The foregoing restrictions may significantly limit the investment opportunities available to the Funds, particularly with respect to Regulated Funds that include private equity within their investment objective and invest alongside the Funds programmatically. The rules promulgated by the SEC under the 1940 Act, as well as any related guidance from the SEC and/or the terms of any Exemptive Order itself, are subject to change, and the investment adviser of the Regulated Fund(s) could undertake to amend the Exemptive Order (subject to SEC approval), obtain additional exemptive relief, or otherwise be subject to other requirements in respect of co-investments involving the Funds, any Other Blackstone Client and any Regulated Funds, any of which may impact the amount of any allocation made available to Regulated Funds and thereby affect (and potentially decrease) the allocation made to the Funds.

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

be the case, particularly with respect to Regulated Funds that include private equity within their investment objective and invest alongside the Funds. In addition, the Funds may structure investments in which a Regulated Fund participates differently than if a Regulated Fund were not participating, or make or refrain from making certain investments in consideration of the participation by a Regulated Fund, which can in each case give rise to conflicts of interest.

Furthermore, BXLS was initiated with Blackstone's acquisition in November 2018 of Clarus, which sponsors and manages funds, vehicles and accounts ("Legacy Clarus Funds"). The active Legacy Clarus Funds invest opportunistically in the life sciences, health care and pharmaceutical industry in certain royalties and other structured investments in which funding requirements, success milestones and contractual return parameters are pre-negotiated prior to the initial investment ("Defined Exit Investments"). Blackstone has also established new investment funds under the BXLS platform, whose investment objective is largely consistent with that of Legacy Clarus Funds. In addition, Blackstone has established new investment platforms for the Growth Equity Funds focused on Growth Equity Investments, which will primarily provide capital to companies during the critical phase between venture capital investments and traditional buyouts. While the investment strategy of a Fund may not typically include Defined Exit Investments or Growth Equity Investments 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 such Fund and such investment opportunities may be allocated in whole or in part to such other funds and may result in such Fund participating less or not participating at all in such investment opportunities. None of the Legacy Clarus Funds, BXLS, the Growth Equity Funds nor their respective successor funds will be considered "Similar Funds" for purposes of the Funds' Organizational Documents.

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

- Allocation among BCP and BEP: BEP III was formed by Blackstone to invest in the energy and natural resources sectors. It is generally expected that BCP will participate in investments required to be presented to BCP and BEP III typically in an amount equal to 30% of the amount invested in such investment by BEP III and BCP (the "BEP III Co-

Investment Percentage”), subject to: (i) legal, tax, regulatory, accounting and other similar considerations, (ii) any investment limitations of BEP III or the Funds, (iii) BEP III or BCP having available capital with respect thereto and (iv) a General Partner otherwise changing the BEP III Co-Investment Percentage for a particular investment or prospective investments generally if (w) it considers such change appropriate in its good faith judgment, (x) it obtains the approval of an L.P. Advisory Committee, (y) any necessary approval required under the partnership agreement of BEP III is obtained and (z) the investment is otherwise consistent with the terms of the Organizational Documents; *provided*, that if the amount invested by BEP III in such investment, including any expected “follow on” investments related thereto, would otherwise exceed 15% of BEP III’s capital commitments (or 10% if BEP III holds (or has held at any time during its term) two or more investments for which such 15% threshold was reached), Blackstone may allocate such excess as it determines, including to the Funds, Other Blackstone Clients or other co-investors.

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

- Allocation among BCP and BCP Asia: BCP Asia II, Blackstone’s private equity investment strategy focused on investments in the Asia Pacific region, will participate in investments in the Asia Pacific region alongside BCP VIII, typically in an amount equal to 60% of the aggregate amount to be invested therein by BCP VIII and BCP Asia II (the “BCP VIII / BCP Asia II Co-Investment Percentage”). Upon the establishment of BCP IX, BCP Asia II will participate in investments in the Asia Pacific region alongside BCP IX, in an amount designated in writing by the BCP Asia General Partner to the BCP Asia II limited partners on or prior to the date of the first such investment, and which amount shall be no less than 80% of the aggregate amount to be invested therein by BCP IX and BCP Asia II (the “BCP IX / BCP Asia II Co-Investment Percentage” and, together with the “BCP VIII/BCP Asia II Co-Investment Percentage, the “BCP Asia II Co-Investment Percentages”). The BCP Asia II Co-Investment Percentages are subject to (i) legal, tax, regulatory, accounting and other

similar considerations, (ii) any investment limitations of BCP or BCP Asia II, (iii) BCP or BCP Asia II having available capital with respect thereto, or (iv) a General Partner otherwise changing the BCP Asia II Co-Investment Percentage for a particular investment or prospective investments generally if (w) it considers such change appropriate in its good faith judgment, (x) it obtains the approval of an L.P. Advisory Committee, (y) any necessary approval required under the partnership agreement of BCP Asia II is obtained and (z) the investment is otherwise consistent with the terms of the Organizational Documents. In addition, if an investment (for the avoidance of doubt, taking into account any anticipated “follow-on” investments) would otherwise exceed 7% of the aggregate capital commitments to BCP Asia, Blackstone may allocate such excess as it determines, including to the Fund, Other Blackstone Clients, one or more co-investment vehicles or other co-investors or third parties. Other BCP Asia funds, to the extent established, are also expected to participate in investments in the Asia Pacific region alongside BCP in such amount as will be determined at the time such successor BCP Asia funds are formed and as will be set forth in their governing documents. Moreover, to the extent BEP and BCP Asia make energy, natural resources and/or energy transition investments located in the Asia Pacific region, BCP is not anticipated to participate in such investments.

- **Financial Compensation to Allocate Investment Opportunities to Other Blackstone Clients:** When the PE Advisers determine not to pursue some or all of an investment opportunity for a Fund that would otherwise be within such Fund’s objectives and strategies, and Blackstone provides the opportunity or offers the opportunity to Other Blackstone Clients, Blackstone, including its personnel (including private equity personnel), can be expected to receive compensation from the Other Blackstone Clients, whether or not in respect of a particular investment, including an allocation of carried interest, referral fees or revenue share, and any such compensation could be greater than amounts paid by such Fund to the PE Advisers. As a result, the PE Advisers (including private equity personnel who receive such compensation) could be incentivized to allocate investment opportunities away from the Funds to or source investment opportunities for Other Blackstone Clients, which could result in fewer opportunities (or reduced allocations) being made available to the Funds or the investors in the Funds as co-investments. In addition, in some cases Blackstone can be expected to earn greater fees when Other Blackstone Clients participate alongside or instead of the Funds in an investment.
- **Allocation among BCP and BCEP Funds:** A General Partner of the BCEP Funds reserves the right to organize, sponsor, raise and/or manage parallel vehicles, either directly or through an affiliate, for the benefit of certain investors, which may (a) employ investment strategies that are the same as or that overlap with those of the relevant BCEP Fund or

the same or similar investment objectives as the relevant BCEP Fund and (b) have terms that differ from those of the relevant BCEP Fund. Parallel accounts may have terms that are more beneficial than those of the relevant BCEP Fund.

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

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

In addition to different investor preferences, investors in the BCEP Funds should also note that the terms of the existing and future parallel vehicles (including the economic terms, investment limitations and veto rights with respect to investments, liquidity rights (including, but not limited to the ability to request or object to dispositions of investments, which may adversely affect investments in which the BCEP Funds or other investors have an interest, and contribution obligations of other investors with respect to such investments), investment period and suspension rights related thereto, diversification parameters, co-investment and any board or governance rights afforded to investors of parallel vehicles) may materially differ, and may in some instances be more favorable to the investors of parallel vehicles than the terms of the applicable BCEP Fund. Such different terms will from time to time create potential conflicts of interests for the applicable General Partner or its affiliates, including with respect to the allocation of investment opportunities. The terms of the partnership agreements of parallel accounts will not be electable by investors in BCEP Funds under any "most-favored-nations" clauses in such investors' side letters.

The Organizational Documents specify that Blackstone (which includes participation by Blackstone affiliates, professionals, employees and related parties, and entities and other key advisors and relationships of Blackstone, including in certain circumstances, Other Blackstone

Clients) will be permitted to make investments alongside the Funds up to a maximum specified percentage of the total investment amount through Blackstone's side-by-side co-investment rights. In addition, subject to the terms of the Organizational Documents, each General Partner will, in certain circumstances, permit certain Blackstone personnel and other professionals responsible for portfolio operations and other similar operational initiatives with respect to one or more Portfolio Entities of the Funds to participate in these side-by-side rights on an investment by investment basis. Each General Partner intends to limit participation by any such professionals to investments involving Portfolio Entities of the Funds with respect to which each General Partner expects in good faith that such professionals will be materially involved following the consummation of such investment. Such side-by-side co-investments generally result in the Funds being allocated a smaller share of an investment than would otherwise be the case in the absence of such side-by-side co-investment rights. Blackstone generally receives no fees in relation to side-by-side co-investments, but will often receive additional income in fees and performance compensation from Other Blackstone Clients 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) to participate in Blackstone's side-by-side co-investment rights. In particular, the BTAS Funds and BPE Funds, which invest in, or alongside, multiple Blackstone funds, will participate in investments alongside the Funds pursuant to Blackstone's side-by-side co-investment rights. Blackstone Multi-Strategy Vehicles are also permitted to participate in Blackstone's side-by-side co-investment rights. In both such cases (as well as other instances in which Other Blackstone Clients participate in Blackstone's side-by-side co-investment rights), Blackstone would be eligible to receive fees and, to the extent applicable to such vehicles, carried interest from the investors in such vehicles (as determined in Blackstone's sole discretion). Additionally, the BTAS Funds and BPE Funds will participate in investments alongside the Funds or funds outside of Blackstone's side-by-side program. The Funds can be expected to lend an amount to Blackstone with respect to their *pro rata* share of such investments; *provided*, that any such amounts so borrowed shall be on no more favorable terms than those applicable to the Funds' borrowing of the related proceeds. The amount of carried interest charged and/or management fees paid by the Funds may be less than or exceed the amount of carried interest charged and/or Management Fees paid by Other Blackstone Clients. Such variation may create an incentive for Blackstone to allocate a greater percentage of an investment opportunity to the Funds or such Other Blackstone Clients, as the case may be.

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

comprising American International Group Inc.'s life and retirement business ("AIG L&R") and (iv) Allstate Life Insurance Company and certain subsidiaries ("ALIC"). As of the date hereof, Blackstone owns a 9.9% equity interest in the parent company of Everlake and Other Blackstone Clients own the remaining equity interests in the parent company of Everlake, and Blackstone owns a 9.9% equity interest in the parent company of AIG L&R. The foregoing insurance company investment management arrangements will involve investments by such insurance company clients across a variety of asset classes (including investments that may otherwise be appropriate for the Funds). As a result, in addition to the compensation Blackstone receives for providing investment management services to insurance companies in which Blackstone or an Other Blackstone Client owns an interest, in certain instances Blackstone receives additional compensation in its capacity as an indirect owner of such insurance companies and/or Other Blackstone Clients. In the future Blackstone will likely enter into similar arrangements with other Portfolio Entities of the Funds, Other Blackstone Clients or other insurance companies. Such arrangements may reduce the allocations of investments to the Funds, and Blackstone may be incentivized to allocate investments away from the Funds to such insurance company client under such investment management arrangements or other vehicles/accounts to the extent the economic arrangements related thereto are more favorable to Blackstone relative to the terms of the Funds.

Holding Entities and Tracking Interests. The PE Advisers may determine that for legal, tax, regulatory, accounting, administrative or other reasons the Funds should hold an investment (or a portion of a portfolio or pool of assets) through a single holding entity through which one or more Other Blackstone Clients (including a similar fund) hold different investments (or a different portion of such portfolio or pool of assets, including where such portfolio or pool has been divided and allocated among the Funds and such Other Blackstone Clients as described in "Allocation of Portfolios") in respect of which the Funds do not have the same economic rights, obligations or liabilities. In such circumstances, it is expected that the economic rights, liabilities and obligations in respect of the investment (or portion of a portfolio or pool) that is indirectly held by the Funds would be specifically attributed to the Funds through tracking interests in such holding entity or back-to-back or other similar contribution or reimbursement agreements or other similar arrangements entered into with such Other Blackstone Clients, and that the Funds would be deemed for purposes of the Organizational Document to hold its investment (or portion of a portfolio or pool) separately from, and not jointly with, such Other Blackstone Clients (and vice versa in respect of the investments (or portion of a portfolio or pool) held indirectly through such holding entity by such Other Blackstone Clients). The use of such investment structures in connection with a Fund's investment activities could have an adverse impact on the Fund. For example, liabilities could arise in relation to a specific investment held indirectly through such holding entity by an Other Blackstone Client, but not the Fund, and a counterparty could seek recourse against the holding entity from a different investment that is held indirectly through

such holding entity by the Fund, but not the Other Blackstone Client. A Fund's investment made through such a holding entity will therefore be subject to risks by virtue of other investments owned by the holding entity in which the Fund does not have a tracking interest, and such risks would not be present if separate holding entities were used for the separate investments made by the Fund and the Other Blackstone Client.

Allocation of Portfolios. Blackstone will, in certain circumstances, have an opportunity to acquire a portfolio or pool of assets, securities and instruments that it determines should be divided and allocated among the Funds and Other Blackstone Clients. Such allocations generally would be based on Blackstone's assessment of the expected returns and risk profile of each of the assets. For example, some of the assets in a pool may have a higher return profile, while others may have a lower return profile not appropriate for the Funds. Also, a pool may contain both debt and equity instruments that Blackstone determines should be allocated to different funds. In all of these situations, the combined purchase price paid to a seller would be allocated among the multiple assets, securities and instruments in the pool and therefore among the Funds and Other Blackstone Clients acquiring any of the assets, securities and instruments, although Blackstone could, in certain circumstances, allocate value to a Fund and such Other Blackstone Client on a different basis than the contractual purchase price. Similarly, there will likely be circumstances in which the Funds and Other Blackstone Clients will sell assets in a single or related transactions to a buyer. In some cases a counterparty will require an allocation of value in the purchase or sale contract, though Blackstone could determine such allocation of value is not 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 the Funds and Other Blackstone Clients when they buy or sell assets together in a portfolio, including as a result of different financial incentives Blackstone has with respect to different vehicles, most clearly when the fees and compensation, including performance-based compensation, earned from the different vehicles differ. There can be no assurance that an investment of the Funds will not be valued or allocated a purchase price that is higher or lower than it might otherwise have been allocated if such investment were acquired or sold independently rather than as a component of a portfolio shared with Other Blackstone Clients. In certain cases, a Fund could purchase an investment or an entire portfolio or pool from a third party seller and promptly thereafter sell the portion of the investment or portfolio or pool allocated to an Other Blackstone Client to that Other Blackstone Client pursuant to an agreement entered into between the Fund 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 the L.P. Advisory Committee (or L.P. representatives), any limited partner, or otherwise, as applicable.

Investments in Which Other Blackstone Clients Have a Different Principal Investment Generally.

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

Simultaneous Transactions. There may be instances where Blackstone negotiates transactions with counterparties that involve the Funds, an Other Blackstone Client and/or Blackstone in different capacities. For example, the Funds may sell or purchase an interest in a Portfolio Entity

to a counterparty (such as another sponsor's fund), while the same counterparty acquires or sells an interest in a Portfolio Entity of an Other Blackstone Client or Blackstone. While these transactions may be separate or non-contingent, due to the simultaneous or closely related timing of these transactions, there may be actual or perceived conflicts of interest in connection with such transactions due to Blackstone's duties to the Funds on one hand, and such Other Blackstone Client or Blackstone participating in the related transaction on the other, for example with respect to ensuring each transaction is separately in the best interest of the applicable Other Blackstone Client and the Funds and that the valuations are fair and reasonable to each respective fund, among other things. To the extent Blackstone believes that such transactions rise to the level of a conflict where mitigation would be appropriate, Blackstone may, for example, negotiate each such transaction independently and ensure there is not a cross-conditioned closing of the two transactions to ensure that the terms of each such transaction stand on their own, but is not required to do so or to engage in any other conflict mitigation techniques with respect to such transactions.

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

Debt financing to the Funds and their Portfolio Entities is expected to be provided, from time to time, by Fund investors and/or their affiliates, other Funds, Other Blackstone Clients (such as the Blackstone Credit Funds, BREDS Funds, BXMT Funds and BIS Funds) and investors therein, their Portfolio Entities and other parties with material relationships with Blackstone, such as shareholders of and lenders to Blackstone and lenders to Other Blackstone Clients and their Portfolio Entities, as well as by Blackstone itself in accordance with the terms of the Organizational Documents. Blackstone could have incentives to cause the Funds and their Portfolio Entities to accept less favorable financing terms from a Fund investor, Other Blackstone Clients, their Portfolio Entities, Blackstone itself, investors therein and other parties with material relationships with Blackstone than it would from a third party. The same concerns apply when

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

Blackstone could cause actions adverse to the Funds to be taken for the benefit of Other Blackstone Clients that have made an investment more senior in the capital structure of a Portfolio Entity than the Funds (*e.g.*, provide financing to a Portfolio Entity, the equity of which is owned by a Fund) and, *vice versa*, actions will, in certain circumstances, be taken for the benefit of the Funds and their Portfolio Entities that are adverse to Other Blackstone Clients. Blackstone could seek to implement procedures to mitigate conflicts of interest in these situations such as (i) a forbearance of rights, including some or all non-economic rights, by the Funds or relevant Other Blackstone Client (or their respective Portfolio Entities, as the case may be) by, for example, causing such Other Blackstone Client to decline to exercise certain control- and/or foreclosure-related rights with respect to a Portfolio Entity by agreeing to follow the vote of a

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

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

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

with longer-term financing. Such bridge financing and/or commitment would not be considered “co-investment” under the Organizational Documents and would be sold down ahead of equity invested by such Fund. Similarly, the Funds and/or Other Blackstone Clients may seek to initially acquire Investments (including all or part of the relevant tranche of securities) for the purpose of syndicating a portion thereof to one or more Other Blackstone Clients, co-investors or third parties. The terms of any such acquisition and syndication will be determined by the PE Advisers in their sole discretion and may involve a client initially acquiring all or substantially all of an instrument or relevant tranche or class of securities with a view towards syndication. In any such circumstance, third parties may not be available for purposes of mitigating any potential conflicts of interest (as described above) and the Other Blackstone Client and/or Blackstone itself may receive compensation for providing such financing and/or commitment (including ticking or commitment fees), which fees will not be shared with and/or otherwise result in an offset of Management Fees payable by any limited partner. The conflicts applicable to Other Blackstone Clients who invest in different securities of Portfolio Entities will apply equally to Blackstone itself in such situations. (See also “—Securities and Lending Activities” and “—Syndication; Warehousing” herein.)

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

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

Although Other Blackstone Clients, such as the Blackstone Credit Funds, can be expected to provide financing to the Funds and their Portfolio Entities, there can be no assurance that any Other Blackstone Client will indeed provide any such financing with respect to any particular investment of the Funds. Participation by Other Blackstone Clients such as the Blackstone Credit

Funds in some but not all financings of the Funds and their Portfolio Entities may adversely impact the ability of the Funds and their Portfolio Entities to obtain financing from third parties when Other Blackstone Clients do not participate, as it may serve as a negative signal to market participants.

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

Conflicting Fiduciary Duties to Debt Funds. Other Blackstone Clients include funds and accounts that make investments in senior secured loans, distressed debt, subordinated debt, high-yield securities, CMBS and other debt instruments, including any of the investment funds or vehicles sponsored or managed by Blackstone Credit, an affiliate of Blackstone. As discussed above, it is expected that these Other Blackstone Clients or investors therein will be offered the opportunity to provide financing to the Funds with respect to investments made by the Funds and their Portfolio Entities. Blackstone owes a fiduciary duty to these Other Blackstone Clients and investors therein as well as to the Funds and will encounter conflicts in the exercise of these duties. For example, if an Other Blackstone Client purchases high-yield securities or other debt instruments of a Portfolio Entity of the Funds, or otherwise occupies a senior (or other different) position in the capital structure of an investment relative to the Funds, Blackstone will encounter conflicts in providing advice to the Funds and to these Other Blackstone Clients with regard to appropriate terms of such high-yield securities or other instruments, the enforcement of covenants, the terms of recapitalizations and the resolution of workouts or bankruptcies, among other matters. For example, in a bankruptcy proceeding, in circumstances where a Fund holds an equity investment in a Portfolio Entity, the holders of such Portfolio Entity’s debt instruments (which may include one or more Other Blackstone Clients) may take actions for their benefit (particularly in circumstances where such Portfolio Entity faces financial difficulties or distress) that subordinate or adversely impact the value of such Fund’s investment in such Portfolio Entity. In addition, the Funds could hold an investment that is senior in the capital structure, such as a debt instrument, to an Other Blackstone Client.

Similarly, certain Other Blackstone Clients, including, but not limited to, the Blackstone Credit Funds, the BAAM Funds, the BREDS Funds and the BXMT Funds can be expected to invest in securities of publicly traded companies that are actual or potential investments of the Funds or their Portfolio Entities. The trading activities of Other Blackstone Clients may differ from or be inconsistent with activities that are undertaken for the account of the Funds or their Portfolio

Entities in any such securities. In addition, the Funds may not pursue an investment in a Portfolio Entity otherwise within the investment mandates of the Funds as a result of such trading activities by Other Blackstone Clients.

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

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

Co-Investment Opportunities. The Funds will allocate co-investment opportunities to Fund investors, the Other Blackstone Clients and their investors, Blackstone affiliates and other parties with whom Blackstone has a material relationship. The offering and allocation of co-investment opportunities is entirely and solely in the discretion of the PE Advisers, and it is expected that many investors who will, in certain circumstances, have expressed an interest in co-investment

opportunities (including the Fund investors) will not be allocated any co-investment opportunities (notwithstanding any agreement by Blackstone to consider a Fund investor for co-investment opportunities) or will receive a smaller amount of co-investment opportunities than the amount requested. Furthermore, co-investment offered by Blackstone will be on such terms and conditions (including with respect to Management Fees, performance-based compensation and related arrangements and/or other fees applicable to co-investors) as Blackstone determines to be appropriate in its sole discretion on a case-by-case basis, which can be expected to differ amongst co-investors with respect to the same co-investment. In addition, the performance of Other Blackstone Clients co-investing with a Fund is not considered for purposes of calculating the carried interest payable by such Fund to its General Partner. Furthermore, the Funds and co-investors will often have different investment objectives and limitations, such as return objectives, leverage limitations and maximum hold period. Blackstone, as a result of the foregoing, will have conflicting incentives in making decisions with respect to such opportunities. Even if the Funds and any such parties invest in the same securities on similar terms, conflicts of interest will still arise as a result of differing investment profiles of the investors, among other items.

Blackstone has established and may in the future establish more investment vehicles managed or advised by Blackstone to facilitate the participation of third-party co-investors (who may or may not be limited partners of the Funds (whether established in connection with such limited partner's investment in the Funds or otherwise) and/or Other Blackstone Clients) in co-investments alongside the Funds and/or Other Blackstone Clients, including "standing", dedicated or committed co-investment vehicles (the "Standing Co-Invest Vehicles"), which may or may not be subject to more favorable rights and/or terms than the Funds and to which Blackstone, in its capacity as general partner of the Standing Co-Invest Vehicles, may make a capital commitment for tax or regulatory purposes. Standing Co-Invest Vehicles include both "opt-out" or "opt-in" vehicles where the co-investor determines whether to participate in co-investment opportunities presented to it either through affirmative or negative consent as well as committed vehicles where Blackstone (in some or all circumstances), and not the investors therein, has discretion in determining whether the Standing Co-Invest Vehicle, or a particular investor, will participate in co-investment opportunities. Standing Co-Invest Vehicles may nevertheless only participate in co-investment opportunities after the initial acquisition of an Investment by the Funds through a syndication from the Funds. The use of such vehicles may have the impact of blending an investor's effective management fee rate (and/or carried interest rate) down and the PE Advisers may be incentivized to allocate co-investment opportunities to discretionary vehicles with higher effective fees, carried interest or other performance-based compensation rates. The PE Advisers also reserve the right to provide certain Standing Co-Invest Vehicles with priority rights to participate in co-investment opportunities alongside the Funds, or the PE Advisers may agree to allocate co-investment opportunities to one or more Standing Co-

Invest Vehicles in a programmatic manner. The terms of any Standing Co-Invest Vehicle agreed to with a Fund investor will not be subject to any “most favored nations” rights of the other Fund investors, notwithstanding that such terms may have been agreed to simultaneously with such Fund investor’s investment in a Fund and that such Standing Co-Invest Vehicle may invest alongside such Fund periodically or programmatically, effectively modifying the economic terms of such Fund investor’s participation in such shared investments. The amount and frequency of co-investment by any Standing Co-Invest Vehicle will be at the discretion of the PE Advisers, subject to the terms of such Standing Co-Invest Vehicles. It is possible that the existence of Standing Co-Invest Vehicles established by the PE Advisers will result in fewer co-investment opportunities being made available to investors who do not participate therein, and allocations of co-investment opportunities to Standing Co-Invest Vehicles may result in the Funds investing less than it would have in the related investments. Furthermore, to the extent that Blackstone establishes any Standing Co-Invest Vehicles, it can be expected to result in fewer investment opportunities for the Funds and fewer co-investment opportunities being made available to the Fund investors. The number and scale of co-investment opportunities made available to the Fund investors (if any) may be higher or lower than those made available to Standing Co-Invest Vehicles.

- General Co-Investment Considerations: There are expected to be circumstances where an amount that would have otherwise been invested by a Fund is instead allocated to co-investors (who may or may not be Fund investors or investors of Other Blackstone Clients, and may include Blackstone affiliates and/or third parties) or supplemental capital vehicles, and there is no guarantee that the Fund investors will be offered any particular co-investment opportunity. As a general matter, the allocation of co-investment opportunities is entirely discretionary on the part of Blackstone and/or the PE Advisers, and it is expected that many investors who may have expressed an interest in co-investment opportunities will not be allocated any co-investment opportunities or may receive a smaller amount of co-investment opportunities than the amount requested. Blackstone and/or the PE Advisers will take into account various facts and circumstances deemed relevant by Blackstone and/or the PE Advisers in allocating co-investment opportunities, including, among others, whether a potential co-investor has expressed an interest in evaluating co-investment opportunities, Blackstone and/or the PE Advisers’ assessment of a potential co-investor’s ability to invest an amount of capital that fits the needs of the investment (taking into account the amount of capital needed as well as the number of investors that can realistically participate in the transaction) and Blackstone and/or the PE Advisers’ assessment of a potential co-investor’s ability to commit to a co-investment opportunity within the required timeframe of the particular transaction. Additional considerations can be expected to also include, among others and without

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

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

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

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

of the Funds and such Other Blackstone Clients. The allocation of such specific items generally would be based on the PE Advisers' determination of, among other things, the expected returns for such items (e.g., specific items with higher expected returns and a higher risk profile may be allocated to the Funds whereas those with lower relative expected returns and a lower risk profile may be allocated to an Other Blackstone Client), and in any such case the combined purchase price paid to a seller would be allocated among the multiple assets, properties, securities or instruments based on a determination by the seller, by a third-party valuation firm and/or by the PE Advisers and their affiliates. Additionally, it can be expected that Blackstone will, from time to time, enter into arrangements or strategic relationships with third parties, including other asset managers, financial firms or other businesses or companies, which, among other things, provide for referral, sourcing or sharing of investment opportunities. Blackstone will, in certain circumstances, pay Management Fees and performance-based compensation in connection with such arrangements. Blackstone will, in certain circumstances, also provide for or receive reimbursement of certain expenses incurred or received in connection with these arrangements, including diligence expenses and general overhead, administrative, deal sourcing and related corporate expenses. The amount of such reimbursements can be expected to relate to allocations of co-investment opportunities and increase if certain co-investment allocations are not made. While it is possible that the Funds will, along with Blackstone itself, benefit from the existence of those arrangements and/or relationships, it is also possible that investment opportunities that would otherwise be presented to or made by the Funds would instead be referred (in whole or in part) to such third party, either as a contractual obligation or otherwise, resulting in fewer opportunities (or reduced allocations) being made available to the Funds and/or Fund investors. Certain co-investment vehicles, including certain Standing Co-Invest Vehicles, will generally not be permitted, pursuant to their governing documents, to bear broken deal expenses. Some other co-investment vehicles, including some other Standing Co-Invest Vehicles, may not bear broken deal expenses from time to time unless Blackstone determines otherwise in its discretion. Such determinations will be made on a case by case basis by Blackstone and may result in differing treatment of co-investment vehicles under certain circumstances. The foregoing will under certain circumstances result in the Funds bearing more than its pro rata share of broken deal expenses. This may give rise to conflicts of interest in connection with the Funds' investment activities, and, while the PE Advisers will seek to resolve any such conflicts in a fair and equitable manner, there is no assurance that any such conflicts will be resolved in favor of the Funds.

Liability Arising From Transactions Entered into Alongside Other Blackstone Clients. The Funds will also co-invest from time to time with one or more Other Blackstone Clients (including co-

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

At times, a transaction counterparty will, in certain circumstances, require facing only one fund entity, which can be expected to result in (i) if a Fund is a direct counterparty to a transaction, such Fund being solely liable with respect to its own share as well as other Funds’ and Other Blackstone Clients’ shares of any applicable obligations or (ii) if a Fund is not the direct counterparty, such Fund having a contribution obligation to the relevant other Funds and Other Blackstone Clients. Alternatively, a counterparty may agree to face multiple funds, which could result in a Fund being jointly and severally liable alongside other Funds and Other Blackstone Clients for the full amount of the applicable obligations. In cases in which the Funds could be responsible for the liability of other Funds or an Other Blackstone Client, or vice versa, the applicable parties would generally enter into a back-to-back or other similar contribution or reimbursement agreement.

Likewise, for certain investment-related hedging transactions, it can be expected to be advantageous for counterparties to trade solely with the Funds. For these transactions, it is anticipated that the Funds would then enter into back-to-back trade confirmations or other similar arrangements with the relevant other Funds and Other Blackstone Clients. The party owing under such an arrangement may not have resources to pay its liability, however, in which

case the other party will bear more than its pro rata share of the relevant loss. In certain circumstances where a Fund participates in an investment alongside any Other Blackstone Client, such Fund could bear more than its *pro rata* share of expenses relating to such investment, including, but not limited to, as the result of such Other Blackstone Client not having resources to bear such expenses (e.g., as a result of the Other Blackstone Client's insufficient reserves or inability to call capital contributions to cover such expenses). It is not expected that the Funds or Other Blackstone Clients will be compensated for agreeing to be primarily liable *vis-à-vis* a third-party counterparty. Moreover, in connection with the divestment of all or part of a Portfolio Entity (e.g., an initial public offering), Blackstone will seek to track the ownership interests, liabilities and obligations of the Funds and any Other Blackstone Clients owning an interest in the Portfolio Entity comprising such operating business, but it is possible that the Funds and applicable Other Blackstone Clients will, in certain circumstances, incur shared, disproportionate or crossed liabilities. Furthermore, depending on various factors including the relative assets, expiration dates, investment objectives and return profiles of each of the Funds and such Other Blackstone Clients, it is possible that one or more of them will have greater exposure to legal claims and that they will have conflicting goals with respect to the price, timing and manner of disposition opportunities.

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

Syndication; Warehousing. Blackstone, the Funds, Other Blackstone Clients, joint venture partners, or affiliates or related parties of the foregoing could, subject to the limitations in the applicable Organizational Documents, acquire an investment as principal and subsequently sell some or all of it to other Funds, Other Blackstone Clients, co-investment vehicles and/or other third parties in an affiliate or related party transaction. Similarly, the Funds will, in certain circumstances acquire an investment and subsequently syndicate, or sell some or all of it, to Blackstone, other Funds, Other Blackstone Clients, co-investment vehicles, joint venture partners, or affiliates or related parties of the foregoing or other third parties, notwithstanding the availability of capital from the Fund investors and other limited partners thereof or applicable credit facilities. If any such intended syndication is not ultimately consummated, Blackstone, the

Funds or the other party that initially acquires such portion will be expected to retain it. For the avoidance of doubt, certain Other Blackstone Clients participating in such investment will likely not take part in any such syndication in the same manner or to the same extent (if at all), or may participate in a syndication alongside the Funds but at a different interest rate, due to legal, regulatory, accounting, administrative or other considerations. The PE Advisers reserve the right to cause these transfers to be made at cost, or cost plus an interest rate or carrying cost charged from the time of acquisition to the time of transfer, notwithstanding that the fair market value of any such investments may have declined below or increased above cost from the date of acquisition to the time of such transfer. The PE Advisers also reserve the right to determine another methodology for pricing these transfers, including fair market value at the time of transfer. Also, the PE Advisers will, in certain circumstances, charge fees on these transfers to either or both of the parties to them. The Funds or their affiliates may retain any portion of an investment initially acquired by them with a view to syndication to co-investors or other potential purchasers to the extent such portion has not been syndicated after reasonable efforts to do so. Conflicts of interest are expected to arise in connection with these affiliate transactions, including with respect to timing, structuring, pricing and other terms. For example, the PE Advisers will have a potential conflict of interest when the PE Advisers receive fees, including carried interest, from a Fund or an Other Blackstone Client acquiring from or transferring to the Funds all or a portion of an investment. Furthermore, PE Advisers and their affiliates have the right to commit to or initially acquire a portion of an investment alongside the Fund if they intend to syndicate such amounts to Other Blackstone Clients or third parties (which may include one or more Fund investors or investors in Other Blackstone Clients), and to retain such amounts not ultimately syndicated after having used reasonable efforts to syndicate. The equity committed/used in any such underwriting by the PE Advisers and their affiliates may come from Blackstone's own balance sheet and/or from one or more third parties that enter into arrangements with Blackstone with respect thereto, and may come from an Other Blackstone Client. In such circumstances, Blackstone will have the right to earn underwriting and/or syndication fees from the Funds, the Portfolio Entities, or the purchasers of such equity, and the Funds and Fund investors will not be entitled to share in or receive the benefit of any such underwriting and/or syndication fees. As a result, the PE Adviser may be incentivized to underwrite and/or syndicate amounts of equity in investments due to the right to earn fees not subject to offset in favor of the Fund investors, even if the capital used to underwrite such amounts do not come entirely from the Blackstone's own balance sheet as described above, and Blackstone may share such fees with one or more third parties that commit to such equity investments and may charge purchasers of the equity fees and carried interest with respect thereto. (See also "—Securities and Lending Activities" herein.)

More specifically, the Funds could initially acquire a portion of certain investments (including through borrowings on a subscription based credit facility or from Blackstone itself) intended as

co-investments as described herein and to syndicate all or part of such co-investments to one or more co-investors within a number of days of the closing of such acquisition. Depending on the change in value of the investment during such interim period, the Funds may not receive the full benefit of any increase in value.

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

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

Continuation Vehicles and Continuation Transactions. The PE Advisers could, subject to the requirements of the Organizational Documents, from time to time establish other investment vehicles for the purpose of purchasing one or more investments from a Fund (sometimes, but not always, where the selling Fund is approaching the end of its term) in connection with, or alongside another Fund making an investment (such vehicles, "Continuation Vehicles" and such transactions, "Continuation Transactions"). In such circumstances, the PE Adviser is acting on behalf of, and making the investment decision for, both a Fund and the applicable Continuation Vehicle. As a result, Continuation Transactions implicate conflicts of interest described herein in "Buying and Selling Investments or Assets from Certain Related Parties" between the Fund and the Continuation Vehicle more generally. Further, because the PE Advisers and/or 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, the PE Advisers will have a potential conflict of interest in determining transaction terms and participants. While certain conflicts of interest related to Continuation Transactions often require approval by the L.P.

Advisory Committee of a Fund, certain transactions may be able to be completed at the initiation of the applicable PE Adviser without any such approval.

Fees Received by the PE Advisers. Break-up or topping fees, commitment fees, transaction, monitoring and director fees and organization, financing, divestment, and other similar fees (which do not include amounts received with respect to group purchasing, healthcare brokerage, insurance and other similar services to Portfolio Entities) with respect to investments can be paid to the PE Advisers, in which case Management Fees will be offset by the net amount of break-up, topping, commitment (including fees received in respect of guarantees as contemplated by the applicable Organizational Document), monitoring, transaction, directors', and organizational fees attributable to a potential investment by the Funds, but not to any amount attributable to a potential investment by Other Blackstone Clients, vehicles participating in Blackstone's side-by-side co-investment rights, permanent capital vehicles, and/or accounts (including FGL, Everlake, AIG L&R and ALIC) managed by affiliates of Blackstone and related entities or third parties. (See "—Other Blackstone Business Activities" herein.) Alternatively, the Funds could receive the break-up, topping, commitment (including fees received in respect of guarantees as contemplated by the applicable Organizational Document), monitoring, transaction, directors', and organizational fees directly, in which case there will be no Management Fee offset. The PE Advisers will generally receive a greater economic benefit by structuring the break-up, topping, commitment (including fees received in respect of guarantees as contemplated by the applicable Organizational Document), monitoring, transaction, directors', and organizational fees to be paid to it directly, subject to the Management Fee offset, and may do so in its sole discretion. Break-up, topping, commitment (including fees received in respect of guarantees as contemplated by the applicable Organizational Document), monitoring, transaction, directors', and organizational fees paid to the PE Advisers or the Funds in connection with a transaction could be allocated, or not, to Other Blackstone Clients, co-investment vehicles and other investment vehicles participating in investments that invest (or are expected to invest) alongside the Funds, as determined by the PE Advisers to be appropriate in the circumstances. Generally, the PE Advisers would not allocate break-up, topping, commitment (including fees received in respect of guarantees as contemplated by applicable Organizational Document), monitoring, transaction, directors', and organizational fees with respect to a potential investment to the Funds, an Other Blackstone Client or co-investment vehicle unless such person would also share in broken deal expenses related to the potential investment. With respect to fees received by Blackstone relating to the Funds' investments or from unconsummated transactions, Fund investors will not receive the benefit of any fees relating to the Funds' investments (including, without limitation, as described above) other than as set forth in the Organizational Documents. Any offset of the Management Fee will only accrue to the extent the fees giving rise to such offset are paid as part of and during the course of the Funds' investment in the relevant Portfolio Entity, and, without regard to the nature of such fees, there will be no offset of the Management Fees with respect

to any fees paid to Blackstone after a Fund has exited the relevant Investment. Conflicts of interest are expected to arise when a Portfolio Entity enters into arrangements with Blackstone on or about the time such Fund exits its Investment in such Portfolio Entity. Also, in the case of fees for services as a director of a Portfolio Entity, the Management Fee will not be reduced or offset to the extent any Blackstone personnel continues to serve as a director after the Funds have exited (or is in the process of exiting) the applicable Portfolio Entity and/or following the termination of such employee's employment with Blackstone. To the extent any investment banking fees, consulting (including management consulting) fees, syndication fees, capital markets syndication and significant sums in advisory fees (including underwriting fees), origination fees, servicing fees, healthcare consulting / brokerage fees, fees relating to group purchasing, financial advisory fees and similar fees for arranging acquisitions and other major financial restructurings and other similar operational and financial matters, loan servicing and/or other types of insurance fees, data management and services fees or payments, operations fees, financing fees, fees for asset services, title insurance fees, fees associated with aviation management including origination fees, servicer fees (e.g., services relating to lease collections/disbursements, maintenance, insurance, lease marketing and sale of aircraft/parts), asset management fees (e.g., services relating to the preparation of monthly cash flow models and industry asset management fees, incentive fees and other similar fees and annual retainers (whether in cash or in kind) are received by Blackstone, such fees will not be required to be shared with the Funds or the Fund investors and will not result in any offset to the Management Fee payable by the Fund investors.

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

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

Standing Co-Invest Vehicles established to participate in co-investment opportunities alongside the Funds on a regular or periodic basis and/or as part of an overall co-investment program or arrangement related to the Blackstone Private Equity Group). Moreover, expenses related to the organization of co-investment vehicles formed to invest in broken deals may be borne by the Funds, and not the proposed co-investors thereof. Examples of such broken deal expenses include, but are not limited to, reverse termination fees, extraordinary expenses such as litigation costs and judgments, travel and entertainment expenses incurred, 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, legal, tax, accounting and consulting fees and expenses (including all expenses incurred in connection with any tax audit, investigation settlement or review of the Funds, and any expenses of the Funds' 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), which may include expenses incurred prior to the commencement of a Fund's effective date. Any such broken deal expenses could, in the sole discretion of Blackstone, be allocated solely to the applicable Funds and not to other Funds or Other Blackstone Clients or co-investment vehicles (including Standing Co-Invest Vehicles) that could have made the investment (including any situation where an Other Blackstone Client was initially allocated an investment opportunity and incurred such expenses before such investment opportunity was reallocated to a Fund), even when the Other Blackstone Client or co-investment vehicle commonly invests alongside the Funds in its investments or Blackstone or other Funds or Other Blackstone Clients in their investments (including such Standing Co-Invest Vehicles). In such cases the Funds' shares of expenses would increase. The PE Advisers expect that until a potential investment of a Fund is formally allocated to an Other Blackstone Client (it being understood that final allocation decisions are typically made shortly prior to closing an investment), such Fund is expected to bear the broken deal expenses for such investment, which may result in substantial amounts of broken deal expenses. In the event broken deal expenses are allocated to another Fund or an Other Blackstone Client or a co-investment vehicle, the PE Advisers or the Funds will, in certain circumstances, advance such fees and expenses without charging interest until paid by the other Fund or Other Blackstone Client or co-investment vehicle, as applicable. In addition, certain Portfolio Entities will provide transaction support services (including identifying potential investments) to the Funds, Other Blackstone Clients and their respective Portfolio Entities in respect of certain investments that are not ultimately consummated. See also "—Portfolio Entity Service Providers and Vendors" herein. Blackstone will endeavor in good faith to allocate the costs of such services to the Funds and such Other Blackstone Clients as it deems appropriate under the particular circumstances. Further, any of the foregoing costs, although allocated in a particular period, could be allocated based on activities occurring outside such period.

Other Blackstone Business Activities. Blackstone, the Funds, Other Blackstone Clients, their Portfolio Entities, and personnel and related parties of the foregoing will receive fees and compensation, including performance-based and other incentive fees, for products and services provided to the Funds and their Portfolio Entities, such as fees for asset management (including management fees and carried interest/incentive arrangements), development and property management; underwriting, syndication or refinancing of a loan or investment; loan servicing; special servicing; administrative services; advisory services on purchase or sale of an asset or company; advisory services; investment banking and capital markets services; treasury and valuation services; placement agent services; fund administration; internal legal and tax planning services; information technology products and services; insurance procurement, brokerage solutions and risk management services; data extraction and management products and services; and other products and services (including but not limited to restructuring, consulting, monitoring, commitment, syndication, origination, organization and financing, and divestment services). Other than as expressly set forth in the Organizational Documents, such fees shall not be applied to offset Management Fees and Fund investors will not share therein. Such parties will also provide products and services for fees to Blackstone, the Funds, Other Blackstone Clients and their Portfolio Entities, and their personnel and related parties, as applicable, as well as third parties, as applicable. Further, such parties could provide products and services for fees to the Funds, Other Blackstone Clients and their Portfolio Entities in circumstances where third-party service providers are concurrently providing similar services to the Funds, Other Blackstone Client and their Portfolio Entities. Through its Innovations group, Blackstone incubates businesses that can be expected to provide goods and services to the Funds and Other Blackstone Clients and their Portfolio Entities, as well as other Blackstone-related parties and third parties. By contracting for a product or service from a business related to Blackstone, the Funds and their Portfolio Entities would provide not only current income to the business and its stakeholders, but could also create significant enterprise value in them, which would not be shared with the Funds or Fund investors and could benefit Blackstone directly and indirectly. Also, Blackstone, Other Blackstone Clients and their Portfolio Entities, and their personnel and related parties will, in certain circumstances, receive compensation or other benefits, such as through additional ownership interests or otherwise, directly related to the consumption of products and services by the Funds and their Portfolio Entities. The Funds and their Portfolio Entities will incur expenses in negotiating for any such fees and services, which will be treated as partnership expenses. In addition, a General Partner may receive fees associated with capital invested by co-investors relating to investments in which a Fund participates or otherwise, in connection with a joint venture in which a Fund participates or otherwise with respect to assets or other interests retained by a seller or other commercial counterparty with respect to which a General Partner performs services. Finally, Blackstone and its personnel and related parties will, in certain

circumstances, also receive compensation for origination activities and unconsummated transactions.

The Funds will, as determined by the PE Advisers and as permitted by the Organizational Documents, bear the cost of fund administration, accounting (including, without limitation, maintenance of the Funds' books and records, preparation of net asset value and other valuation support services, as applicable (e.g., valuation model and methodology review, review of third-party due diligence conclusions and sample testing), preparation of periodic investor reporting and calculation of performance metrics, central administration and depositary oversight (e.g., periodic and ongoing due diligence and coordination of investment reconciliation and asset verification); audit support (e.g., audit planning and review of annual financial statements); risk management support services (e.g., calculation and review of investment and leverage exposure), 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 (including, without limitation, BEFM, including all services provided by BEFM to a Luxembourg parallel fund that would be considered costs of fund administration if provided by Blackstone to a Fund, (notwithstanding the customary scope of such services by third-party service providers)) to the Funds and their Portfolio Entities, including the allocation of their compensation (including, without limitation, salary, bonus and benefits) and related overhead otherwise payable by Blackstone, or pay for their services at market rates, and except in certain limited circumstances or with respect to certain Funds, such amounts will not offset Management Fees. In certain circumstances, the Funds will engage a third-party administrator (e.g., as required for a Luxembourg parallel fund) and in such circumstances there may be some overlap in the services performed by the third-party administrator and Blackstone personnel and the Funds will bear all such costs. The services of in-house attorneys generally include, without limitation, services with respect to M&A, capital markets or financing transactions, tax 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. Such allocations or charges can be based on any of the following methodologies: (i) requiring personnel to periodically record or allocate their historical time spent with respect to the Funds or Blackstone approximating the proportion of certain personnel's time spent with respect to the Funds, and in each case allocating their compensation and allocable overhead based on time spent, or charging their time spent at market rates, (ii) the assessment of an overall dollar amount

(based on a fixed fee or percentage of assets under management) that Blackstone believes represents a fair recoupment of expenses and a market rate for such services or (iii) any other similar methodology determined by Blackstone to be appropriate under the circumstances. Certain Blackstone personnel will provide services to few, or only one, of the Funds and Other Blackstone Clients, in which case Blackstone could rely upon rough approximations of time spent by the employee for purposes of allocating the salary and overhead of the person if the market rate for services is clearly higher than allocable salary and overhead. However, the provision of such services by Blackstone personnel and related parties and any such methodology (including the choice thereof and any benchmarking, verification or other analysis related thereto) involves inherent conflicts. Any amounts paid to Blackstone and/or its affiliates for such services, as well as the expenses, charges and costs of any benchmarking, verification or other analysis related thereto, will be borne by the Funds as partnership expenses, will not result in any offset to the Management Fee and will, in certain circumstances, result in incurrence of greater expenses by the Funds and their Portfolio Entities than would be the case if such services were provided by third parties.

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

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

Except as set forth above, the Funds and Fund investors will not receive the benefit (*e.g.*, through an offset to the Management Fee or otherwise) of any fees or other compensation or benefit received by the PE Advisers or their personnel and related parties. (See also “—Service Providers, Vendors and Other Counterparties Generally” and “—Other Blackstone Business Activities” herein.) The PE Advisers and their personnel and related parties will receive fees attributable to

Funds, Other Blackstone Clients (including co-investment vehicles, permanent capital vehicles, accounts and/or third parties) and third parties and, without limiting the generality of the foregoing, the amount of such fees allocable to the Funds and Other Blackstone Clients (including co-investment vehicles, permanent capital vehicles and/or accounts) and/or third parties will not result in an offset of the Management Fees payable by Fund investors or otherwise be shared with the Funds, their Portfolio Entities or the Fund investors, even if (i) such other Funds or Other Blackstone Clients (including co-investment vehicles, permanent capital vehicles, accounts and/or third parties) provide for lower or no Management Fees for the investors or participants therein (such as the vehicles established in connection with Blackstone's side-by-side co-investment rights, which generally do not pay a Management Fee or carried interest) or (ii) such fees result in an offset to Management Fees or carried interest payable by any of such Other Blackstone Clients (including co-investment vehicles, permanent capital vehicles, accounts and/or third parties). As noted in "Co-Investment Opportunities" above, this creates an incentive for Blackstone to offer co-investment opportunities and can be expected to result in other fees being received more frequently (or exclusively) with investments that involve co-investment.

In addition, to the extent Blackstone receives any of the fees described above in kind, instead of in cash, in whole or in part, Blackstone would in certain circumstances elect to become a co-investor (or otherwise hold an interest) in such investments alongside a Fund and/or Other Blackstone Clients, which are expected to give rise to potential or actual conflicts of interest, including with respect to the timing and manner of sale by Blackstone, on the one hand, and other participating investing vehicles, including the Funds, on the other hand. Blackstone's receipt of such interests in kind generally would not be at the same time or on substantially the same terms, price and conditions as the Funds and/or the Other Blackstone Clients, as applicable. With respect to any dispositions of securities or investments held by Blackstone resulting from receiving such fees in kind, since the Funds and/or Other Blackstone Clients, as applicable, are not necessarily similarly situated and may have different terms affecting the timing of their respective dispositions, there may be certain situations where Blackstone would not dispose of its securities or interests at the same time and/or on substantially the same terms, price and conditions as such other funds, which would be evaluated by Blackstone on a case-by-case basis taking into account the circumstances at the relevant time. There can be no assurance that any actual or perceived conflicts will be resolved in favor of the Funds or the Fund investors. Blackstone has long-term relationships with a significant number of corporations and their senior management. In determining whether to invest in a particular transaction on a Fund's behalf involving any such corporations, the PE Advisers will consider those relationships when evaluating the investment opportunity, which may result in the PE Advisers choosing not to make such an investment on a Fund's behalf due to such relationships. Funds may also co-invest with clients of Blackstone in a particular investment, and the relationship with such clients could influence the decisions made by the PE Advisers with respect to such investments.

Outsourcing. The PE Advisers are expected to outsource to third parties many of the services performed for the Funds and/or their Portfolio Entities, including services (such as administrative, legal, accounting, tax or other related services) that can be or historically have been performed in-house by the PE Advisers and their personnel. The fees, costs and expenses of such third party service providers will be borne by the Funds as partnership expenses, even if the PE Advisers would have borne such amounts if such services had been performed in-house (which, for the avoidance of doubt, would be in addition to any fees borne by the Funds as partnership expenses for similar services performed by the PE Advisers in-house in lieu of or alongside (and/or to supplement or monitor) such third parties, subject to the terms of the Funds' Organizational Documents).

The decision to engage a third party service provider and the terms (including economic terms) of such engagement will be made by the PE Advisers in their discretion, taking into account such factors as they deem relevant under the circumstances. Certain third party service providers and/or their employees will dedicate substantially all of their business time to the Funds, Other Blackstone Clients and/or their respective Portfolio Entities, while others will have other clients. In certain cases, third-party service providers and/or their employees (including part- or full-time secondees to Blackstone) may spend some or all of their time at Blackstone offices, make use of offices at Blackstone, have Blackstone e-mail addresses, receive administrative support from Blackstone personnel or participate in meetings and events for Blackstone personnel, even though they are not Blackstone employees or affiliates. The PE Advisers will have an incentive to outsource services to third parties due to a number of factors, including because the fees, costs and expenses of such service providers will be borne by the Funds as partnership expenses (with no reduction or offset to Management Fees) and retaining third parties will reduce the PE Advisers' internal overhead and compensation costs for employees who would otherwise perform such services in-house. Such incentives likely exist even with respect to services where internal overhead and compensation are chargeable to the Funds. The involvement of third-party service providers may present a number of risks due to the PE Advisers' reduced control over the functions that are outsourced. There can be no assurances that the PE Advisers will be able to identify, prevent or mitigate the risks of engaging third-party service providers. The Funds may suffer adverse consequences from actions, errors or failures to act by such third parties, and will have obligations, including indemnity obligations, and limited recourse against them.

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

Material Non-Public Information. By reason of their responsibilities in connection with other activities of Blackstone, certain employees of Blackstone may acquire confidential or material non-public information or be restricted from initiating transactions in certain securities. The

Funds will not be free to act upon any such information. Due to these restrictions, the Funds may not be able to initiate a transaction that it otherwise might have initiated and may not be able to sell an investment that it otherwise might have sold.

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

shared with the Funds or the Fund investors, and the Management Fee with respect to a Fund investor generally will not be reduced by such amounts. The PE Advisers have sole discretion to approve the foregoing arrangements if the PE Advisers believe in good faith that such transactions are appropriate for the Funds.

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

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

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

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

Providers, Vendors and Other Counterparties Generally” herein.) In addition, one or more investment vehicles controlled by Blackstone have been established to facilitate participation in Blackstone’s side-by-side investment program by employees and/or partners of PJT.

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

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

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

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

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

Portfolio Entity Service Providers and Vendors. The Funds, Other Blackstone Clients, Portfolio Entities of each of the foregoing and Blackstone can be expected to engage Portfolio Entities of the Funds and Other Blackstone Clients to provide some or all of the following services: (a) corporate support services (including, without limitation, accounts payable, accounts receivable, accounting/audit (including valuation support services), account management, insurance, procurement, placement, brokerage, consulting, cash management, accounts receivable financing, corporate secretarial services, domiciliation, data management, directorship services, finance/budget, human resources, information technology/systems support, internal compliance, know-your-client reviews and refreshes, judicial processes, legal, environmental due diligence support (e.g., review of property condition reports), operational coordination (i.e., coordination with JV partners, property managers), risk management, reporting (such as tax reporting, debt reporting or other reporting), tax and treasury, tax analysis and compliance (e.g.,

CIT and VAT compliance), transfer pricing and internal risk control, treasury and valuation services) and other services; (b) loan services (including, without limitation, administrative services, and cash management); (c) operational services (i.e., general management of day to day operations); and (d) transaction support services (including, without limitation, managing relationships with brokers and other potential sources of investments, identifying potential investments, coordinating with investors, assembling relevant information, conducting financial and market analyses and modelling, coordinating closing/post-closing procedures for acquisitions, dispositions and other transactions, marketing and distribution, overseeing brokers, lawyers, accountants and other advisors, providing in-house legal and accounting services, assisting with due diligence, preparation of project feasibilities, site visits, 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 the Funds to provide some or all of these services.

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

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

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

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

PSAV. PSAV, Inc. is a Portfolio Entity held by certain Other Blackstone Clients that provides outsourced audiovisual services and event production. PSAV is expected to provide services for the Funds, their Portfolio Entities, Other Blackstone Clients and Blackstone.

Refinitiv. On October 1, 2018, a consortium led by Blackstone announced that private equity funds managed by Blackstone had completed an acquisition of Thomson Reuters' Financial & Risk business ("Refinitiv"). Refinitiv operates a pricing service that provides valuation services. Refinitiv is expected to perform services for the Funds, their Portfolio Entities, Other Blackstone Clients and Blackstone.

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

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

RE Tech Advisors ("RE Tech"). RE Tech is a Portfolio Entity of certain 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 the Funds, their Portfolio Entities, Other Blackstone Clients and Blackstone.

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

Revantage. Revantage Corporate Services, Revantage Asia and Revantage Europe (together, "Revantage") are companies owned by certain Blackstone real estate funds and are expected to provide corporate support services, including, without limitation, accounting, legal, tax, treasury, information technology and human resources to certain of the Funds' Portfolio Entities and the Funds' investments directly. Blackstone or its affiliates may play a substantial role in overseeing the personnel of Revantage providing services to the Funds and/or their Portfolio Entities on an ongoing basis, including with respect to the selection, hiring, retention and compensation of such personnel. Further, Blackstone or its affiliates may cause Revantage to establish new business

lines and provide additional services than those described above. The amount charged is expected to be based on a cost-reimbursement basis though Blackstone and its affiliates may revise such methodology at their discretion. Such expenses are not expected to be benchmarked against the amounts that would be charged by a third-party service provider and will not be offset against management fees otherwise payable by the Fund investors or otherwise be reimbursed to the Fund investors. The provision of services by Revantage could give rise to conflicts of interest and there can be no assurance that any actual or perceived conflicts will be resolved in favor of the Funds or the Fund investors.

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

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

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

The Funds and their Portfolio Entities will compensate one or more of these service providers and vendors owned by the Funds or Other Blackstone Clients, including through incentive-based compensation payable to their management teams and other related parties. Some of these service providers and vendors owned by the Funds or Other Blackstone Clients will charge the Funds and their Portfolio Entities for goods and services at rates generally consistent with those available in the market for similar goods and services. The discussion regarding the determination of market rates under "—Blackstone Affiliated Service Providers" herein applies equally in respect of the fees and expenses of the Portfolio Entity service providers, if charged at rates generally consistent with those available in the market. Other service providers and vendors owned and/or controlled by the Funds or Other Blackstone Clients pass through expenses on a cost reimbursement, no-profit or break-even basis, in which case the service provider allocates costs and expenses directly associated with work performed for the benefit of the Funds and their Portfolio Entities to them, along with any related tax costs and an allocation of the service provider's overhead, including any of the following: salaries, wages, benefits and travel expenses; marketing and advertising fees and expenses; legal, accounting and other professional fees and disbursements; office space (including, without limitation, rent and refurbishment costs and

office space in Luxembourg) and equipment; insurance premiums; technology expenditures, including hardware and software costs; costs to engage recruitment firms to hire employees; due diligence expenses; one-time costs, including costs related to building-out and winding-down a Portfolio Entity; costs that are of a limited duration or non-recurring (such as start-up or technology build-up costs, one-time technology and systems implementation costs, employee on-boarding and severance payments, and IPO-readiness and other infrastructure costs); taxes; and other operating and capital expenditures. Any of the foregoing costs, although allocated in a particular period, will, in certain circumstances, relate to activities occurring outside the period (including in prior periods, such as where any such costs are amortized over an extended period), and further will, in certain circumstances, be of a general and administrative nature that is not specifically related to particular services, and therefore the Funds could pay more than their pro rata portion of fees for services. The allocation of overhead among the entities and assets to which services are provided can be expected to be based on any of a number of different methodologies, including, without limitation, “cost” basis as described above, “time-allocation” basis, “per unit” basis, “per square footage” basis or “fixed percentage” basis, and the particular methodology used to allocate such overhead among the entities and assets to which services are provided 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 the Funds and their Portfolio Entities bearing less or more costs and expenses. In certain instances, particularly where such service providers and vendors are located outside of the U.S., such service providers and vendors will charge the Funds and their Portfolio Entities for goods and services at cost plus a percentage of cost for transfer pricing or other tax, legal, regulatory, accounting or other reasons. Further, the Funds and their Portfolio Entities will compensate one or more of these service providers and vendors owned by the Funds or Other Blackstone Clients through incentive-based compensation payable to their management teams and other related parties. The incentive-based compensation paid with respect to a Portfolio Entity or asset of a Fund or Other Blackstone Clients will vary from the incentive-based compensation paid with respect to other Portfolio Entities and assets of such Fund and Other Blackstone Clients; 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, and the Management Fee will not be offset by such amounts. There can be no assurances that amounts charged by Portfolio Entity service providers that are not controlled by the Funds or Other Blackstone Clients will be consistent with market rates or that any benchmarking, verification or other analysis will

be performed with respect to such charges. If benchmarking is performed, the related expenses will be borne by the Funds, Other Blackstone Clients and/or 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 the Funds to provide services, and these Portfolio Entities will generally charge for services in the same manner described above, but the Funds and their Portfolio Entities generally will not be reimbursed for any costs (such as start-up costs or technology build-up costs) relating to such Portfolio Entities incurred prior to such engagement.

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

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

In the case of Investments involving a “platform company,” a Fund will from time to time enter into an arrangement with one or more individuals (who may have experience or capability in sourcing and/or managing investments) to undertake a build-up strategy to acquire and develop assets and businesses in a particular sector or involving a particular strategy. The counterpart individuals may be compensated with a salary and/or equity incentive plan. Such compensation may take the form of a management fee and/or profits allocation (whether paid directly to such individuals and/or to an affiliated entity controlled by such individuals), which may be calculated as a percentage of assets under management and/or a waterfall similar to a carried interest,

respectively, and which will not be subject to the management fee offset. The professionals at such platform company, which in certain circumstances may include former employees or current or former senior advisors or consultants to the PE Advisers, their affiliates and/or management of Portfolio Entities of Other Blackstone Clients, can be expected to undertake analysis and evaluation of potential investment and acquisition opportunities for such platform company. In such circumstances, the Funds would initially invest capital to fund a portion of the overhead (including rent, benefits, salary or retainers for the counterpart individuals and/or their affiliated entity) and sourcing costs for such investments. Although the PE Advisers are generally responsible under the Organizational Documents for certain overhead expenses and investment analysis associated with sourcing and managing investments, as well as compensation costs of investment professionals, the Funds (and indirectly the Fund investors), and not solely the PE Advisers, will bear some or all of the 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 the Funds 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, the Funds or Other Blackstone Clients or provide goods or services to, or have other business, personal, financial or other relationships with, Blackstone, the Funds, the Other Blackstone Clients (including co-investment vehicles, where applicable) and their respective Portfolio Entities and affiliates and personnel of the foregoing. Such advisors and service providers referred to above may be investors in the Funds or Other Blackstone Clients, affiliates of the General Partners, sources of financing and investment opportunities or co-investors or commercial counterparties or entities in which Blackstone, the Funds and/or Other Blackstone Clients have an investment, and payments by the Funds and/or such entities may indirectly benefit Blackstone, the Funds, the Other Blackstone Clients (including co-investment vehicles, where applicable) and their respective Portfolio Entities or any affiliates or personnel of the foregoing. Also, advisors, lenders, investors, commercial counterparties, vendors and service providers (including any of their affiliates or personnel) to the Funds and their Portfolio Entities could have other commercial or personal relationships with Blackstone, Other Blackstone Clients (including co-investment vehicles, where applicable) and their respective Portfolio Entities, or any affiliates, personnel or family members of personnel of the foregoing. Although Blackstone selects service providers and vendors it believes are most appropriate in the circumstances based on its knowledge of such service providers and vendors (which knowledge is generally greater in the case of service providers and vendors that have other relationships to Blackstone), the relationship of service providers and vendors to Blackstone as described above will, in certain circumstances, influence Blackstone in deciding

whether to select, recommend or form such an advisor or service provider to perform services for the Funds or a Portfolio Entity, the cost of which will generally be borne directly or indirectly by the Funds and can be expected to incentivize Blackstone to engage such service provider over a third party, utilize the services of such service providers and vendors more frequently than would be the case absent the conflict, or to pay such service providers and vendors higher fees or commissions than would be the case absent the conflict. The incentive could be created by current income and/or the generation of enterprise value in a service provider or vendor; Blackstone can be expected to also have an incentive to invest in or create service providers and vendors to realize on these opportunities. Furthermore, Blackstone will from time to time encourage third-party service providers to a Fund and its Portfolio Entities to use other Blackstone-affiliated service providers and vendors in connection with the business of a Fund, Portfolio Entities, and unaffiliated entities, and Blackstone has an incentive to use third-party services providers who do so as a result of the indirect benefit to Blackstone and additional business for the related service providers and vendors. Fees paid by the Funds or their Portfolio Entities to or value created in these service providers and vendors do not offset or reduce the Management Fee payable by the Fund investors and are not otherwise shared with the Funds unless required by the Organizational Documents. In the case of brokers, Blackstone has a best execution policy that it updates from time to time to comply with regulatory requirements in applicable jurisdictions.

Blackstone has a practice of not entering into any arrangements with advisors, vendors or service providers that provide lower rates or discounts to Blackstone itself compared to those available to the Funds and their Portfolio Entities for the same services. However, legal fees for unconsummated transactions are often charged at a discounted rate, such that if the Funds and their Portfolio Entities consummate a higher percentage of transactions with a particular law firm than Blackstone, the Funds, Other Blackstone Clients and their Portfolio Entities, the Fund investors could indirectly pay a higher net effective rate for the services of that law firm than Blackstone, the Funds or Other Blackstone Clients or their Portfolio Entities. Also, advisors, vendors and service providers often charge different rates or have different arrangements for different types of services. For example, advisors, vendors and service providers often charge fees based on the complexity of the matter as well as the expertise and time required to handle it. Therefore, to the extent the types of services used by the Funds or their Portfolio Entities are different from those used by Blackstone, Other Blackstone Clients and their Portfolio Entities, and their affiliates and personnel, the Funds and their Portfolio Entities can be expected to pay different amounts or rates than those paid by such other persons. Similarly, Blackstone, the Funds, the Other Blackstone Clients and their Portfolio Entities and affiliates can be expected to enter into agreements or other arrangements with vendors and other similar counterparties (whether such counterparties are affiliated or unaffiliated with Blackstone) from time to time whereby such counterparty will, in certain circumstances, charge lower rates (or no fee) or

provide discounts or rebates for such counterparty's products and/or services depending on certain factors, including without limitation the volume of transactions entered into with such counterparty by Blackstone, the Funds and their investments and/or Portfolio Entities in the aggregate or other factors.

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

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

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

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

Charitable and Political Contributions. To the extent permitted by applicable law, the General Partners may, from time to time, require, cause or invite the Funds and/or a Portfolio Entity to make contributions to charitable initiatives, or other non-profit organizations that the General Partners believe could, directly or indirectly, enhance the value of the Funds' investments, assist

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

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

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

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

- *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 Luxembourg holding companies controlled by certain of the Funds and Other Blackstone Clients. BX Fund Services Luxembourg is entirely owned by certain Funds and Other Blackstone Clients. In certain cases, the funds which use BX Fund Services Luxembourg’s services may contribute capital to fund the costs of BX Fund Services Luxembourg. Key service functions provided by BX Fund Services Luxembourg include domiciliation, accounting, regulatory and tax reporting and compliance. All costs associated with BX Fund Services Luxembourg’s services and operations (including any BX Fund Services Luxembourg employee compensation and other general overhead) will be ultimately borne by the Funds and Other Blackstone Clients that own or use BX Fund Services Luxembourg. These shared costs are intended to be allocated and charged on a cost sharing basis to the individual fund related entities utilizing the services of BX Fund Services Luxembourg based on the type and level of services provided and may include a mark-up, though BX Fund Services Luxembourg is generally intended to operate on a nominal profit basis. The General Partners endeavor to allocate fees and expenses associated with BX Fund Services Luxembourg fairly and equitably, which allocation involves certain methodologies based on actual data pertaining to the services provided. The General Partners believe that these methodologies result in a fair and equitable allocation of expenses. To the extent ownership of BX Fund Services Luxembourg is transferred between the Funds and Other

Blackstone Clients, such transfer will generally be consummated for minimal or no consideration, and without obtaining any consent from any L.P. Advisory Committee, Independent Client Representative (if any) and/or the Fund investors or Independent Client Representatives (if any).

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

affiliates and related parties. The asset management services provided by Valkyrie with respect to such investments can be expected to include, without limitation, origination or sourcing of investment opportunities, diligence, negotiation, analysis, servicing, development, management and disposition and other related services (e.g., marketing, financial, administrative, legal and risk management). In exchange for such services, Valkyrie earns fees, including through incentive-based compensation payable to their management team, which would have otherwise been paid to third parties. As a result of the foregoing and Blackstone's ownership of Valkyrie, the PE Advisers may be incentivized to participate in and pursue more aviation-related transactions due to the prospect of Valkyrie earning such fees. The fees, compensation and other amounts received by Valkyrie in connection with such services provided to investments will not offset the Management Fee payable by Fund investors. As such, Blackstone will have an incentive to engage Valkyrie because the fees, costs and expenses of such services will be borne by the Funds as partnership expenses (with no reduction or offset to Management Fees with respect to certain partnerships) and will reduce the PE Advisers' internal overhead and compensation costs for employees who would otherwise perform such services. As a result, while Blackstone believes that Valkyrie will provide services at or better than those provided by third parties there is an inherent conflict of interest that would incentivize Blackstone to pursue aviation-related transactions and engage Valkyrie to perform such services.

- *TFML*. The Family (Music) Limited ("TFML") is a Blackstone affiliate that is expected to provide asset management and advisory solutions for investments in the music space, including for investments by the Funds, Other Blackstone Clients, their Portfolio Entities, affiliates and related parties (whether now in existence or subsequently established) and third parties. The asset management services provided by TFML 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, TFML earns fees, including through incentive-based compensation payable to their management team. As a result of the foregoing and Blackstone's ownership in part of TFML, the PE Advisers may be incentivized to participate in and pursue more music-related transactions due to the prospect of TFML earning such fees. The fees, compensation and other amounts received by TFML in connection with such services provided to investments will not offset the Management Fee payable by limited partners. As such, the PE Advisers will have an incentive to engage TFML because the fees, costs

and expenses of such services will be borne by the Funds as partnership expenses (with no reduction or offset to Management Fees with respect to certain partnerships) and will reduce PE Advisers' internal overhead and compensation costs for employees who would otherwise perform such services. As a result, while Blackstone believes that TFML will provide services at or better than those provided by third parties, there is an inherent conflict of interest that would incentivize Blackstone to pursue music-related transactions and engage TFML to perform such services.

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

In addition, Blackstone acquired a 9.9% interest in AIG L&R, and in connection therewith has entered into a long-term asset management partnership with certain subsidiaries and/or affiliates 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 (and AIG L&R will not be an "Affiliate" under the Organizational Documents), the aforementioned investment in AIG L&R and asset management arrangements may incentivize Blackstone to cause (and Blackstone will benefit indirectly from causing) the Funds and/or their Portfolio Entities to engage 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.

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

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

Blackstone will make determinations of market rates (*i.e.*, rates that fall within a range that Blackstone has determined is reflective of rates in the applicable market and certain similar markets, though not necessarily equal to or lower than the median rate of comparable firms, and, in certain circumstances, is expected to be in the top of the range), based on its consideration of a number of factors, which are generally expected to include Blackstone's experience with non-affiliated service providers as well as benchmarking data and other methodologies determined by Blackstone to be appropriate under the circumstances. In respect of benchmarking, while Blackstone often obtains benchmarking data regarding the rates charged or quoted by third parties for services similar to those provided by Blackstone affiliates in the applicable market or certain similar markets, relevant comparisons may not be available for a number of reasons, including, without limitation, as a result of a lack of a substantial market of providers or users of such services or the confidential or bespoke nature of such services (*e.g.*, different assets may receive different services). In addition, benchmarking data is based on general market and broad industry overviews, rather than determined on an asset-by-asset basis. As a result, benchmarking data does not take into account specific characteristics of individual assets then owned or to be acquired by a Fund (such as size or location), or the particular characteristics of services provided. Further, it could be difficult to identify comparable third-party service providers that provide services of a similar scope and scale as the Blackstone-affiliated service providers that are the subject of the benchmarking analysis or to obtain detailed information about pricing of a service comparable to that being provided to the Funds from third-party service providers if such service providers anticipate that Blackstone will not in fact engage their services. For these reasons, such market comparisons may not result in precise market terms for comparable services. Expenses to obtain benchmarking data generally will be borne by a Fund, Other Blackstone Clients and their respective Portfolio Entities and will not offset the Management Fee. Finally, in certain circumstances Blackstone can be expected to determine that third-party benchmarking is unnecessary, either because the price for a particular good or service is mandated by law (*e.g.*, title insurance in rate regulated U.S. states), because in Blackstone's view no comparable service provider offering such good or service (or an insufficient number of comparable service providers for a reasonable comparison) exists or because Blackstone has access to adequate market data (including from third-party clients of the Blackstone-affiliated service provider that is the subject of the benchmarking analysis) to make the determination without reference to third-party benchmarking. For example, in certain circumstances a Blackstone-affiliated service provider or a portfolio entity service provider could provide services to third parties, in which case if the rates charged to such third parties are consistent with the rates charged to the Funds, Other Blackstone Clients and their respective Portfolio Entities, then a separate benchmarking analysis of such rates is not expected to be prepared. Some of the services performed by Blackstone-affiliated service providers could also be performed by Blackstone from time to time and vice versa. Fees paid by the Funds or their Portfolio Entities to

or value created in Blackstone-affiliated service providers or vendors do not offset or reduce the Management Fee payable by the Fund investors are not otherwise shared by the Funds, unless otherwise required by the Organizational Documents.

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

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

Restrictive Covenants; Restrictions on Fund Activities. Blackstone, the Funds, Other Blackstone Clients, joint venture partners and/or their respective Portfolio Entities and affiliates can be expected to enter into covenants that restrict or otherwise limit the ability of Blackstone, the Funds, Other Blackstone Clients, joint venture partners and/or their respective Portfolio Entities and affiliates to make investments in, or otherwise engage in, certain businesses or activities. For example, Other Blackstone Clients could have granted exclusivity to a joint venture partner that limits the Funds and Other Blackstone Clients from owning assets within a certain distance of any of the joint venture's assets. Blackstone, the Funds, an Other Blackstone Client, a joint venture partner and/or their respective Portfolio Entities and affiliates could have entered into a non-compete or other undertaking in connection with a purchase, sale or other transaction, including, without limitation, that Blackstone, the Funds, Other Blackstone Clients, joint venture partners

and/or their respective Portfolio Entities and affiliates will not make investments or otherwise engage in any business or activity if such investment, business or activity could adversely affect or materially delay obtaining regulatory or other approvals in connection with any such purchase, sale or other transaction. These types of restrictions may negatively impact the ability of a Fund to implement its investment program. (See also “—Multiple Blackstone Business Lines.”)

Transactions with Clients of Blackstone Insurance 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, the Funds, or Other Blackstone Clients, in whole or in part, such as FGL (previously a Portfolio Entity of an Other Blackstone Client), Everlake, AIG L&R and ALIC).

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

one or more cash-flow assets (e.g., royalty streams), which may be securitized along with other cash-flow assets. In circumstances where the General Partners 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 the L.P. Advisory Committee or the Fund investors. In order to seek to mitigate any potential conflicts of interest with respect to such transactions (or other transactions involving BIS Clients), Blackstone may, in its discretion, involve independent members of the board of a Portfolio Entity or a third-party stakeholder in the transaction to negotiate price and terms on behalf of the BIS Clients or otherwise cause the BIS Clients to “follow the vote” thereof, and/or cause an independent client representative or other third party to approve the investment or otherwise represent the interests of one or more of the parties to the transaction. In addition, Blackstone or the PE Advisers may limit the percentage interest of the BIS Clients participating in such transaction, or obtain appropriate price quotes or other benchmarks, or, alternatively, a third-party price opinion or other document to support the reasonableness of the price and terms of the transaction. BIS may, but is not required to, from time to time require the applicable BIS Clients participating in a transaction to consent thereto (including in circumstances where the PE Advisers do not seek the consent of an L.P. Advisory Committee or the Fund 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 the Funds and Other Blackstone Clients operate in multiple industries and provide products and services to or otherwise contract with the Funds and their Portfolio Entities, among others. In connection with any such investment, Blackstone, the Funds and Other Blackstone Clients and their respective Portfolio Entities and personnel and related parties of the foregoing can be expected to make referrals or introductions to Portfolio Entities of the Funds or Other Blackstone Clients. In the alternative, Blackstone may form a joint venture (or other business relationship) with such a Portfolio Entity to implement such arrangements, pursuant to which the joint venture or business provides services (including, without limitation, corporate support services, loan management services, management services, operational services, ongoing account services (e.g., interacting and coordinating with banks generally and with regard to their know-your-client requirements), risk management services, data management services, consulting services, brokerage services, insurance procurement, placement, brokerage and consulting services, and other services) to such Portfolio Entities that are referred to the joint venture or business by Blackstone. Such referrals may be made by Blackstone in an effort, in part, to increase the customer base of such companies or businesses (and therefore the value of the investment held by the Funds or Other Blackstone Clients) or because such referrals or introductions will, in certain circumstances, result in financial benefits, such as cash payments, additional equity ownership, participation in revenue share and/or milestones benefitting the referring or introducing party that are tied or

related to participation by the Portfolio Entities of the Funds and/or of Other Blackstone Clients, accruing to the party making the introduction. Such joint venture or business could use data obtained from such Portfolio Entities. (See “—Data” and “—Data Management Services” herein.) The Funds and the Fund investors typically will not share in any fees, economics, equity or other benefits accruing to Blackstone, other Funds, Other Blackstone Clients and their Portfolio Entities as a result of the introduction of the Funds and their Portfolio Entities. There may, however, be instances in which the applicable arrangements provide that the Funds or their Portfolio Entities share in some or all of any resulting financial incentives (including, in some cases, cash payments, additional equity ownership, participation in revenue share and/or milestones) based on structures and allocation methodologies determined in the sole discretion of Blackstone. Conversely, where the Funds or one of their Portfolio Entities is the referring or introducing party, rather than receiving all of the financial incentives (including, in some cases, cash payments, additional equity ownership, participation in revenue share and/or milestones) for similar types of referrals and/or introductions, such financial incentives (including, in some cases, cash payments, additional equity ownership, participation in revenue share and/or milestones) may be similarly shared with the participating Funds, Other Blackstone Clients or their respective Portfolio Entities.

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

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

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

Cross-Guarantees and Cross-Collateralization. In certain circumstances, the Funds and their Portfolio Entities can be expected to enter into cross-collateralization or any cross-guarantee or similar arrangements (including with respect to Asset Pools) with Other Blackstone Clients and co-investment vehicles and their Portfolio Entities, particularly in circumstances in which better financing terms are available through such arrangements. Also, it is expected that cross-collateralization will generally occur at Portfolio Entities rather than the Funds for obligations that are not recourse to the Funds except in limited circumstances such as “bad boy” events. Any cross-collateralization arrangements with other Funds or Other Blackstone Clients could result in the Funds losing their interests in otherwise performing investments or other assets of the Funds due to poorly performing or non-performing investments or other assets of other Funds or Other Blackstone Clients in the collateral pool or such persons otherwise defaulting on their obligations under the terms of such arrangements (and, for the avoidance of doubt, the Funds’ obligations under such cross-collateralization arrangements are expected to apply to investments in which the Funds have not participated). The Fund investors may also be required to fund capital contributions to cover the Funds’ obligations under such a default. The Funds can, in certain circumstances, be exposed to risks associated with borrowings or other indebtedness of other Funds and/or Other Blackstone Clients when such other entities are not in turn exposed to risks associated with the Funds’ borrowing for a similar purpose if, for example, such other entities or the partners thereof are excused from cross-collateralizing certain partnership expenses, management fees or other obligations of such Fund and Other Blackstone Clients. Through cross-collateralization, the Funds may nevertheless be indirectly exposed to risks associated with leverage on fees, expenses and/or other obligations of the Funds. (See also “—Liability Arising From Transactions Entered into Alongside Other Blackstone Clients” herein.)

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

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

Valuation Matters. The fair value of all investments (including any asset received in exchange for any investments or interests in the Funds, as applicable) will ultimately be determined by the PE Advisers in accordance with the procedures set forth in the Organizational Documents and the Funds’ valuation policies and will generally be valued on a quarterly basis. It will, in certain circumstances, be the case that the carrying value of an investment may not reflect the price at which the investment is ultimately sold in the market, and the difference between carrying value from time to time and the ultimate sales price could be material. The valuation methodologies used to value any investment will involve subjective judgments and projections and will, in certain circumstances, not be accurate. Valuation methodologies will also involve assumptions and opinions about future events, which may or may not turn out to be correct. For example, Blackstone could believe that capitalization rates will be lower upon a sale of an investment than they ultimately are, or that interest rates will decline during the hold period of an investment thereby creating attractive value even though rates do not decline. Valuation methodologies may

permit reliance on a prior period valuation of particular investments. Ultimate realization of the value of an asset depends to a great extent on economic, market and other conditions beyond Blackstone's control. There will be no retroactive adjustment in the valuation of any investment, the offering price at which interests in a Fund were purchased by Fund Investors or repurchased by a Fund, as applicable, or the fees paid to the PE Advisers to the extent any valuation proves to not accurately reflect the realizable value of an asset in a Fund.

The valuation of investments will affect the amount and timing of the PE Advisers' performance-based compensation and, under certain circumstances, the amount of Management Fees and Servicing Fees (if any) payable to the PE Advisers. More specifically, the fact that the Management Fee following the Management Fee Reduction Date is calculated based on "capital contributions" rather than capital commitments creates an incentive for Blackstone to defer realization of investments, make more speculative investments, seek to deploy capital commitments (and borrowings and guarantees secured by capital commitments) in Investments at an accelerated pace, hold Investments longer and/or mark down rather than write off an investment. See also "—Management Fee" herein. The valuation of investments of Other Blackstone Clients will, in certain circumstances, affect the decision of potential Investors to subscribe for interests in a Fund. Similarly, the valuation of investments of a Fund will, in certain circumstances, affect the ability of Blackstone to form and attract capital to Other Blackstone Clients. As a result, there may be circumstances in which Blackstone is incentivized to defer realization of investments, make more speculative investments, seek to deploy the capital commitments in investments at an accelerated pace, hold investments longer and/or determine valuations that are higher than the actual fair value of investments, which generally remains in the sole discretion of Blackstone.

In addition, in the event that the a Fund makes any distribution in-kind to Fund investors, the fair market value of such securities distributed in kind is expected to be determined by the General Partner (who at times may, but is not required to, receive input from a third-party valuation expert), subject to the terms and conditions of the applicable Organizational Document. As there is no guarantee that such valuations will reflect the value for such assets that would be achieved if such assets were sold to a third party rather than distributed in-kind, Fund investors may not receive the price for such assets that they may otherwise have received if such assets were sold in a third party sale. If the valuations made by the General Partner in connection with the distribution-in-kind and used to calculate performance and carried interest distributions are higher than what could have been received if such investments were instead disposed of to third parties, held to maturity, or otherwise disposed of in another manner, the amount of carried interest distributions received by the General Partner, or the timing of receipt of carried interest distributions, could be higher and earlier in time than it would have been if such assets were sold in a third-party sale. Additionally, because the amount of proceeds Fund investors are deemed to receive in connection with potential distributions in kind of marketable securities utilizes an

average of the trading prices both prior to and after the date of distribution (as more fully described in the applicable Organizational Document), the General Partner's carried interest distributions may be based on a valuation that is higher than the price of the securities actually distributed to the Fund or that the General Partner would have received had such securities been sold for cash, in each case at the time of distribution.

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

Diverse Investor Group. The Fund investors have conflicting investment, tax and other interests with respect to their investments in the Funds and with respect to the interests of investors in other investment vehicles managed or advised by Blackstone that participate in the same investments as the Funds, and investor personnel may have incentives or conflicts with respect to their investments in the Funds or Other Blackstone Clients, including matters Blackstone is not aware of, such as shares of Blackstone Inc. The conflicting interests of the Fund investors and investors in other investment vehicles would generally relate to or arise from, among other things, the nature, structuring, financing, tax profile and timing of disposition of investments of the Funds. The PE Advisers will, in certain circumstances, as a result have conflicts in making these decisions, which can be expected to be more beneficial for one or more (but not all) Fund investors than for other Fund investors. In addition, the Funds can be expected to make investments that will, in certain circumstances, have a negative impact on related investments

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

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

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

In addition, it is also expected that Blackstone will from time to time confirm factual matters to incoming investors in the Funds, make statements of intent or expectation to such investors or acknowledge statements by such incoming investors that relate to the Funds and/or Blackstone's activities pertaining thereto in one or more respects. In addition, Blackstone may from time to time agree to certain matters relating to knowledge transfer and/or secondments with one or more investors as part of an overall firm relationship. Any such statements, confirmations, agreements or acknowledgements, including those made in response to an investor's due

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

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

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

Subscription Credit Facility. Certain of the Funds have entered into, or are expected to enter into and utilize one or more subscription credit facilities, which involve potential conflicts of interest. Subject to the limitations in the Organizational Documents, the use of a subscription credit facility by the Funds is within the PE Advisers' discretion. Leverage by entities other than the Funds (including a facility collateralized or otherwise secured by the Funds' holdings in multiple or all investments whether through wholly-owned subsidiaries and/or through special purpose vehicles formed by the Funds to make or hold such investments and/or to serve as a borrower

under an asset backed facility for the Funds) do not count towards the limitations on borrowing set forth in the Organizational Documents. Subject to the limitations set forth in the Organizational Documents and the availability and the terms of any subscription-based credit facility for the Funds, the PE Advisers have adopted a policy relating to the use of fund-level credit facilities for the Funds and may update or adopt from time to time policies or guidelines relating to the use of such credit facilities. Generally and without limiting the foregoing, the Funds can be expected to seek to utilize a subscription credit facility in lieu of capital calls for the purpose of, among other things, funding all new investments, Fund expenses (including Management Fees and Servicing Fees) and other Fund obligations, making distributions to partners (to the extent permitted under the Organizational Documents), and providing permanent financing or refinancing or providing interim financing to consummate the purchase of investments of the Funds. The Funds will generally call capital from the Funds' limited partners semi-annually or any time more than 75% of the line is committed subject to the Organizational Documents and the unused amount remaining under the credit facilities. Capital calls will be utilized to repay the credit facility borrowings until capacity is available. In addition, as part of the policy, the PE Advisers have adopted guidelines for the longer-term use (*i.e.*, greater than one year) of the credit facilities. This longer-term fund-level financing will typically be used (a) for under-levered deals in which a refinancing in 3 years or less is anticipated (such that the full draw on the line is repaid with refinancing proceeds), (b) for deals that are expected to be sold within 2 years, (c) to address greenfield debt capacity issues, (d) to borrow for Management Fees and (e) when a General Partner otherwise determines that it is in the best interests of the Funds or otherwise appropriate under the circumstances. The General Partners may be incentivized to cause the Funds or their Portfolio Entities to borrow (whether from the Funds' subscription credit facility or otherwise) for distributions as it will result in the General Partners receiving carried interest earlier than it would otherwise. Such borrowings by the Funds and/or Other Blackstone Clients or Portfolio Entities under any subscription credit facility also increases their leverage without any corresponding acquisition of assets. The amount of credit available to the Funds and Other Blackstone Clients under any subscription credit facility may be determined by the credit quality of the limited partners and the limited partners of the Other Blackstone Clients (including co-investment vehicles) party thereto (collectively, "Credit Party LPs") as determined by the lender (and the lender may determine that certain investors or Other Blackstone Clients have little or no credit quality). Moreover, the credit quality of the Credit Party LPs may be negatively impacted (or disregarded completely by a lender) as a result of contractual agreements between the Credit Party LPs and Blackstone (in a side letter for example). For this reason, Credit Party LPs with a higher credit quality, as determined by the lender, generate more credit for the Funds or the Other Blackstone Clients, as applicable, than Credit Party LPs with a lower credit quality, which results in an indirect benefit conferred by the higher credit quality Credit Party LPs to the others. While the PE Advisers expect to generally utilize credit facilities for the Funds in a consistent

manner, the use of such credit facilities may differ based on available credit facility capacity and the contractual terms applicable to each Fund, among other factors and the subscription credit facility used by the Funds may differ. Therefore, as the subscription credit facilities utilized by the Funds have different terms, such as with respect to hedging, currency limitations and interest rates, while the Funds may be invested in the same investment, and while the valuation of such investment would be consistently determined pursuant to the relevant Organizational Documents, the investment return can, in certain circumstances, differ among the Funds as a result.

Calculations of net and gross internal rates of return (“IRRs”) in respect of investment and performance data referred to in the Organizational Documents of a Fund, and as reported to Fund investors from time to time, are based on the payment date of capital contributions received from the applicable Fund investors or timing of investment inflows and outflows received or made by the Funds. In respect of investment and performance data referred as reported to Fund investors from time to time, (A) for purposes of gross IRR calculations, (i) cash outflows are calculated when capital is invested by a Fund, (ii) cash inflows for investment realizations and current income are calculated upon receipt by a Fund and (iii) cash inflows for unrealized investments are based on the fair value at the end of the period determined by Blackstone, and (B) for purposes of net IRR calculations, IRR is based on the due date and amount of capital contributions received from Fund investors, not the timing or amount of fund-level borrowings such as the subscription line of credit. Similarly, calculations of preferred returns under the Organizational Documents are based on the date capital contributions are received from Fund investors, and the preferred return does not accrue on borrowings or guarantees by the Funds. This treatment also applies in instances where a fund utilizes borrowings under a Fund’s subscription-based credit facility. Use of a subscription-based credit facility will result in a higher reported IRR than if the facility had not been utilized. Additionally, use of a subscription-based credit facility may present conflicts of interest as a result of certain factors and the General Partners may make distributions prior to the repayment of outstanding borrowings. As a result, use of a 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 the Fund investors to the Funds. If the use increases the IRR, as it normally does, the PE Advisers will have various incentives to use the subscription credit facility, including marketing efforts of future funds and Other Blackstone Clients. For example, use of leverage arrangements can be expected to accelerate or increase distributions of carried interest to the PE Advisers, providing an economic incentive to fund investments of the Funds through long-term borrowings in lieu of capital contributions. In addition, the PE Advisers can be expected to receive a greater amount of Management Fees and Servicing Fees by utilizing borrowings under the facility in lieu of a combination of Fund investors’ capital and non-recourse financing for investments of the Funds that remain outstanding.

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

The Funds expect to utilize their subscription credit facilities and enter into other similar arrangements and extensions of credit for the benefit of co-investors, joint venture partners and Other Blackstone Clients, including vehicles participating in Blackstone side-by-side co-investment rights, which invest alongside the Funds in one or more investments. For example, the Funds can be expected to borrow to fund a joint venture partner's, co-investor's, or Other Blackstone Client's *pro rata* share of an investment or expense related to an investment. In such circumstances, the PE Advisers generally intend to disclose such arrangements as part of the periodic reporting or other appropriate communications relating to the Funds and to cause any such other co-investor to bear (or reimburse the Funds for) their *pro rata* share of any interest expenses (but not necessarily origination and other costs) allocable to such extensions of credit. However, any such co-investors, joint venture partners and Other Blackstone Clients, although they benefit from the Funds' subscription credit facilities, will not bear any portion of the costs of establishing and maintaining the Funds' subscription credit facilities, which will be borne entirely by the Funds. The PE Advisers will, in certain circumstances, receive direct and indirect benefits from such uses as well, including as a result of the facilitation of co-investment by other Funds and Other Blackstone Clients. The Funds will bear interest expenses and other expenses incurred in relation to their subscription credit facilities.

The Funds' use of credit facilities will be used and managed in the manner described above independently from any Other Blackstone Client's use of credit facilities (and the contractual restrictions applicable to such Other Blackstone Clients and other credit facilities may be more or less favorable than those of the Funds), even when the same credit facility is being utilized and/or investments are shared between the Funds and an Other Blackstone Client, which may result in different expenses related to borrowings and investment IRRs reported by multiple Blackstone funds for the same investment.

Failure to Make Payments. If the Fund investors fail to make capital contributions or other payments owed under the Organizational Documents when due, and the contributions and / or payments made by non-defaulting Fund investors and borrowings by the Funds are inadequate to cover the defaulted capital contributions or other payments, the Funds may be unable to pay their obligations when due. As a result, the Funds may be subjected to significant penalties that

could materially adversely affect the returns to the Fund investors (including non-defaulting Fund investors). If a Fund investor defaults, such Fund investor may be subject to various remedies as provided in the Organizational Documents, including, without limitation, reductions in its capital account balance and percentage interest, a forced sale of its interest in a Fund at a discount and preclusion from participation in any further investments made by the respective Fund. A default by a Fund investor may also limit the respective Fund's ability to incur borrowings and avail itself of what would otherwise have been available credit. The General Partner may, subject to certain limitations, require an additional funding of capital contributions from the non-defaulting Fund investors to fund the shortfall caused by the defaulting Fund investor(s). A default by a Fund investor may also limit the respective Fund's availability to incur borrowings and avail itself of what would otherwise have been available credit.

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

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

insured by such policies (or other factors that Blackstone may reasonably determine). (See also “—Service Providers, Vendors and Other Counterparties Generally” herein.)

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

ESG Matters. As noted above, the PE Advisers have established an ESG Policy that the PE Advisers intend to apply across the Funds’ investment portfolios, consistent with and subject to its fiduciary duties and applicable legal, regulatory or contractual requirements. The PE Advisers will endeavor to consider material¹ ESG factors in connection with its investment activities in order to protect and maximize investment performance. However, the act of selecting and evaluating material ESG factors is subjective by nature, and there is no guarantee that the criteria utilized or judgment exercised by the PE Advisers or a third-party ESG advisor 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. Considering ESG factors when evaluating an investment in certain circumstances could, to the extent material economic risks associated with an investment are identified, cause the PE Advisers not to make an investment that it may have made or to take action with respect to a company differently than it may have taken in the absence of such consideration, which could result in the Funds performing differently than investment funds that do not take ESG factors into account. Additionally, ESG factors are only some of the many factors that the PE Advisers may consider in making an investment. Although the PE Advisers consider application of the ESG Policy to be an opportunity to enhance or protect the performance of investments over the long-term, the PE Advisers cannot guarantee that the application of its ESG Policy and engagement with its investments on ESG, which depends in part on skill and qualitative judgments, will positively impact the financial or ESG performance of any individual investment or Fund, or any PE Adviser’s financial performance as a whole.

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

¹ As used in this instance, “material” ESG factors are defined as those factors that the PE Advisers determine 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 stakeholders. 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 U.S. federal securities laws or any similar legal or regulatory regime globally.

class and investment style. In evaluating a prospective investment, the PE Advisers often depend upon (and will not independently verify) information and data provided by the entity or obtained via third-party reporting or advisors, which may be incomplete or inaccurate and could cause the PE Advisers to incorrectly identify, prioritize, assess or analyze the entity's ESG practices and/or related risks and opportunities.

Certain Funds may fall within the scope of SFDR. 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 Fund has been characterized incorrectly, there could be a risk of investigation, enforcement proceedings and/or sanctions. Furthermore, the reporting requirements applicable to certain financial products under SFDR are currently uncertain, and there is a risk that the applicable Funds may have to capture and report EU Taxonomy data in relation to investments, and such additional reporting would be at additional cost to these Funds.

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

There is also growing regulatory and investor interest, particularly in the US, UK, and EU (which may be looked to as models in growth markets), in improving transparency around how asset managers define and measure ESG performance, in order to allow investors to validate and better understand sustainability claims. The PE Advisers' ESG Policy and the Funds are subject to evolving regulations and could become subject to additional regulation in the future. The PE Advisers cannot guarantee that its current approach (including its ESG Policy) or a Fund's investments will meet future regulatory requirements, reporting frameworks or best practices. There is also risk of mismatch between US, EU and UK initiatives.

Additionally, the PE Advisers have established certain enterprise-level and business group-specific ESG goals. Although the aim of these goals is to create strong returns for investors, the pursuit of these goals (which will include data collection, analysis and reporting) will involve the dedication of time and resources that may otherwise be allocated to other investment management activities and there is consequently a risk that the pursuit of these goals could adversely affect the performance of the Funds.

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

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

In addition, pursuant to the Organizational Documents, an L.P. Advisory Committee has or will be established and authorized to give consent on behalf of the Funds with respect to certain matters as described more fully in such Organizational Documents, and in certain circumstances as provided in the Organization Documents, Blackstone may retain or cause the Funds to retain an Independent Client Representative to review and consent to certain transactions or matters presenting actual or potential conflicts of interest involving the Funds and one or more affiliates of Blackstone. If an L.P. Advisory Committee, Fund investors or the Independent Client Representative (if any) consents to a particular matter and the applicable PE Advisers acts in a manner consistent with, or pursuant to the standards and procedures approved by, such L.P. Advisory Committee or the Independent Client Representative (if any), or otherwise as provided in the Organizational Documents, then such PE Adviser and its affiliates will not have any liability to the applicable Fund or the Fund investors for such actions taken in good faith by them. However, the L.P. Advisory Committees will not represent the interests of all the Fund investors, each member of the L.P. Advisory Committee may act in the interests of the investor with which it is associated, and the members of the L.P. Advisory Committees may themselves be subject to various conflicts of interest. In general, the Fund investors will not be entitled to control the selection of members of the L.P. Advisory Committees or to review the actions or deliberations of the L.P. Advisory Committees. Furthermore, some or all of the members of the L.P. Advisory Committees may also be on the advisory committee of other Funds or Other Blackstone Clients with which there is a potential conflict or may represent investors that have an interest in both

a Fund and such other Funds or Other Blackstone Clients. Such L.P. Advisory Committee members will generally not be precluded from participating in discussions with respect to, or from voting on, such transactions that involve actual or potential conflict of interests. As described in the Organizational Documents of certain Funds, any member of the L.P. Advisory Committee representing a limited partner that is excused and/or excluded from participating in an investment or potential investment will not participate in any L.P. Advisory Committee consent (or meeting related thereto) relating to such investment and, accordingly, will be excluded when calculating the total number of members of the L.P. Advisory Committee for purposes of determining whether a majority of its members have consented to or approved such matter.

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

Side Letters and Agreements. The General Partners will enter into side letters or other similar agreements with certain Fund investors in connection with their admission to the Funds without the approval of any other Fund investor, which will have the effect of establishing rights under or altering or supplementing the terms of the Organizational Documents with respect to such Fund investors in a manner more favorable to such Fund investors than those applicable to other Fund investors. Notwithstanding the fact that a Fund investor may have a most favored nations

provision in its side letter, such Fund investor will not have the right to elect certain rights or benefits. It is also expected that Blackstone will from time to time confirm factual matters to incoming Fund investors, make statements of intent or expectation to such Fund investors or acknowledge statements by such incoming Fund investors that relate to a Fund and/or Blackstone's activities pertaining thereto in one or more respects. In addition, Blackstone may from time to time agree to certain matters relating to knowledge transfer and/or secondments with one or more Fund investors as part of an overall firm relationship. Additionally, it is expected that Fund investors who designate representatives to participate on the L.P. Advisory Committee may, by virtue of such participation, have more information about the Funds and investments in certain circumstances than other Fund investors generally and may be provided information in advance of communication to other Fund investors generally. Any such statements, confirmations, agreements or acknowledgements, including those made in response to an investor's due diligence requests, will not involve the granting of any legal right or benefit, and therefore will not be subject to the "most favored nations" process or election by the Fund investors, and as a result Fund investors will not typically receive notice thereof or copies of the documentation (if any) in which they are contained. There can be no assurance that any such arrangements will not have an adverse effect on the Funds or that such arrangements will not influence Blackstone's activities or the operation of the Funds.

Other Financial Industry Affiliations

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

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

Blackstone Securities Partners L.P.	Provides a variety of limited investment banking services
Everlake Distributors, L.L.C.*	Provides underwriting and distribution of variable life insurance or annuities to other broker-dealers and registered investment advisers
FEF Distributors LLC*	Serves as distributor and principal underwriter to the First Eagle mutual funds and private investment funds
Incenter Securities Group LLC**	Provides a variety of limited investment banking services
Investment Advisor Entities	
Alight Financial Advisors, LLC (D/B/A Aon Hewitt Financial Advisors, LLC)*	Provides advisory services to participants of plan sponsored 401(k) retirement plans
Blackstone Alternative Asset Management L.P.	Manages a series of private and closed-end funds engaged in multi-manager investment programs (<i>i.e.</i> , fund of hedge funds)
Blackstone Alternative Investment Advisors L.L.C.	Provides investment advisory services to open end mutual funds and UCITS
Blackstone Alternative Solutions L.L.C.	Provides investment advisory services to private investment funds which participate in a broad range of direct investment opportunities
Blackstone Credit Systematic Strategies LLC	Provides investment advisory services to debt-focused separately managed accounts, private investment funds, closed-end funds and UCITS funds
Blackstone Growth Advisors L.L.C.	Provides investment advisory services to private growth investment funds
Blackstone Infrastructure Advisors L.L.C.	Provides investment advisory services to one or more infrastructure-focused investment funds
Blackstone Asset Based Finance Advisors LP	Provides investment advisory services to a number of debt-focused separately managed accounts
Blackstone ISG-I Advisors L.L.C.	Provides investment advisory services to one or more private investment funds and managed accounts focusing on fixed income investments and investments across Blackstone's private equity, real asset, credit, hedge fund and opportunistic asset management strategies
Blackstone ISG-II Advisors L.L.C.	Provides investment advisory services to various private investment funds focusing on investments across Blackstone's private equity, real asset, credit, hedge fund and opportunistic asset management strategies

Blackstone Life Sciences Advisors L.L.C.	Provides investment advisory services to various private investment funds specializing in the life sciences industry
Blackstone Multi-Asset Advisors L.L.C.	Provides investment advisory services to various private investment funds focusing on investments across Blackstone’s private equity, real asset, credit, hedge fund and opportunistic alternative asset management strategies
Blackstone Private Investments Advisors L.L.C.	Provides investment advisory services to multi-strategy private equity funds
Blackstone Property Advisors L.P.	Provides investment advisory services to various private real estate investment funds
Blackstone Real Estate Advisors Europe L.P.	Provides investment advisory services to various private real estate investment funds
Blackstone Real Estate Advisors IV L.L.C.	Provides investment advisory services to various private real estate investment funds
Blackstone Real Estate Advisors V L.P.	Provides investment advisory services to various private real estate investment funds
Blackstone Real Estate Advisors L.P.	Provides investment advisory services to various private real estate investment funds
Blackstone Real Estate Special Situations Advisors L.L.C.	Provides investment advisory services to private investment funds and accounts which invest primarily in public and private real estate and real estate-related debt and other interests of real estate assets and real estate-related holdings
Blackstone Strategic Alliance Advisors L.L.C.	Manages a series of private funds engaged in a hedge fund “seeding” program
Blackstone Strategic Capital Advisors L.L.C.	Manages private funds engaged in acquisitions of minority interests in alternative asset managers
Blackstone Tactical Opportunities Advisors L.L.C.	Provides investment advisory services to multi-discipline, multi-asset class private funds and separately managed accounts
Blackstone CLO Management LLC (Management Series) (Relying Adviser)	Provides investment advisory services to U.S. CLOs
Blackstone Ireland Limited (Relying Adviser)	Provides investment advisory services to debt-focused private investment funds, separately managed accounts and acts as an investment fund manager
Blackstone Ireland Fund Management Limited (Relying Adviser)	Provides investment advisory services (management/distribution) to debt-focused private investment funds and alternative investment funds

BSCA Advisors L.L.C.	Provides investment advisory services to certain co-investment vehicles relating to funds managed by Blackstone Strategic Capital Advisors L.L.C.
BX REIT Advisors L.L.C.	Provides investment advisory services to a public, non-traded REIT and its operating subsidiary
BXMT Advisors L.L.C.	Provides investment advisory services to a publicly traded REIT and its related entities
Clarus Ventures, LLC	Provides investment advisory services to various private investment funds specializing in the life sciences industry
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
First Eagle Alternative Credit EU, LLC*	Provides investment advisory services to various private investment funds specializing in the European direct lending industry
First Eagle Alternative Credit EU MOA Ltd.*	Sponsor of limited partnerships for First Eagle's European Alternative Credit business
First Eagle Alternative Credit Funding, LLC*	Sponsor of limited partnerships for First Eagle's Alternative Credit business
First Eagle Alternative Credit, LLC*	Provides investment advisory services for both direct lending and broadly syndicated investments, through public and private vehicles, collateralized loan obligations, separately managed accounts and co-mingled funds
First Eagle Separate Account Management, LLC*	Provides investment advisory services to a business development company
First Eagle Investment Management, LLC*	Provides investment advisory services to mutual funds, private investment funds, institutional accounts and high net worth individuals
Blackstone Credit BDC Advisors LLC	Provides investment advisory services to a debt-focused investment company electing to do business as a business development company

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

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

Registered Commodity Trading Advisor and/or Registered Commodity Pool Operator Entities	
Blackstone Alternative Asset Management L.P. (CTA/CPO)	Manages a series of private and closed-end funds engaged in multi-manager investment programs (<i>i.e.</i> , fund of hedge funds)
Blackstone Alternative Investment Advisors LLC (CTA/CPO)	Provides investment advisory services to open end mutual funds and UCITS
Blackstone Alternative Solutions L.L.C. (CTA/CPO)	Provides investment advisory services to private investment funds which participate in a broad range of direct investment opportunities
Blackstone Strategic Alliance Advisors L.L.C. (CTA/CPO)	Manages a series of private funds engaged in a hedge fund “seeding” program
Insurance Entities	
Agents National Title Holding Company**	A wholly owned subsidiary of Incenter and is a title insurance broker serving consumers and lenders through a network of independent title agents
Boston National Holdings LLC**	A wholly owned subsidiary of Incenter and is a title insurance agency
ELIC Reinsurance Company*	A captive insurance company and wholly-owned subsidiary of Everlake Life Insurance Company
Everlake Assurance Company*	A life insurance company domiciled in the State of Illinois
Everlake Life Insurance Company*	A life insurance company domiciled in the State of Illinois specializing in life insurance and annuities
Everlake Reinsurance Limited*	An exempted reinsurance company organized under the laws of the Cayman Islands
Gryphon Mutual Insurance Company****	A captive property insurance company
Ki Financial Limited**	A digitally-driven Lloyd’s of London syndicate insurance company
Lexington National Land Services	A wholly owned title and escrow agent
Partners Life Limited**	Life and medical insurance company in New Zealand
Prima Assicurazioni S.p.A.**	An Italian tech-enabled insurance company

Westland Insurance Group Ltd. *****	A property and casualty insurance broker
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*Portfolio company of affiliated private equity fund

**Portfolio company of affiliated Tactical Opportunities funds

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

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

*****Portfolio company of Blackstone Credit funds

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

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

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

Item 11 – Code of Ethics

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

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

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

The Code includes, among other items, the following:

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

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

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

investment funds sponsored by Blackstone and co-investors. The PE Advisers have adopted policies and procedures reasonably designed to address such potential conflicts of interest.

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

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

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

Item 12 – Brokerage Practices

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

Item 13 – Review of Accounts

Review of Accounts

Currently, the only accounts under the supervision of each PE Adviser are the relevant Funds' accounts. The Funds' accounts and investment positions are monitored by the PE Adviser's personnel on a regular and current basis. Each PE Adviser's Investment Committee meets as necessary to review general portfolio composition, investment opportunities, market conditions, potential conflicts, and recent trading activities. Each PE Adviser's Investment Committee consists of a minimum of 4 persons and additional members depending on the particular investment, all of whom are Senior Managing Directors or founding members of our private equity business. The PE Advisers might periodically review on an expedited basis the assets of the Funds following a unique occurrence in the financial industry or market generally. The Investment Committees may also draw on regional and/or sector experts within Blackstone as appropriate given the specific profile of each investment opportunity.

Reports to Investors

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

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

Item 14 – Client Referrals and Other Compensation

Certain of the PE Advisers have distribution and/or placement agent arrangements with a number of unaffiliated third parties. Such unaffiliated third parties can be expected to form investment vehicles for the purpose of investing in any Fund and the capital commitments of such third-party investment vehicles will, in certain circumstances, account for a substantial portion of the overall capital commitments to such Fund. In a typical distribution or placement agent arrangement, the PE Adviser agrees to pay a third-party solicitor for referring investors into a Fund. Typically, third-party solicitors will be compensated based upon a percentage of the commitment size of the investors they refer (although other payment arrangements could exist). If third-party solicitors are engaged, a prospective investor solicited by that third-party solicitor will be informed of (and may be asked to acknowledge in writing its understanding of) any such arrangement. All fees for such solicitation services will be ultimately paid/borne by a corresponding reduction in the Management Fee by the PE Adviser and none of the investors in the Funds will be subject to any increased or additional fees or charges. With respect to expenses related to the diligence and negotiation of placement agent arrangements, please see **Item 5 – Fees and Compensation**. Third-party solicitors in the U.S. may be registered as broker-dealers with the SEC. Third-party solicitors outside the U.S. will be registered with a non-U.S. regulatory body to the extent such registration is required in the applicable non-U.S. jurisdiction.

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

While it is the case that certain Funds are no longer being actively marketed, there were placement arrangements in place with affiliated and non-affiliated third-party solicitors pursuant to which on-going payments may still be due and owing.

Item 15 – Custody

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

Item 16 – Investment Discretion

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

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

Proxy Policy

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

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

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

Item 18 – Financial Information

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

Item 19 – Requirements for State Registered Advisers

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