

**Item 1 – Cover Page**

**Blackstone Growth Advisors L.L.C.**

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**as of March 31, 2023**

Form ADV, Part 2A; the “Brochure” provides information about the qualifications and business practices of Blackstone Growth Advisors L.L.C. (“BXGA”) and any 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. BXGA is registered with the SEC as an investment adviser. BXGA’s registration as an investment adviser does not imply any level of skill or training. The oral and written communications BXGA provides to you, including this Brochure, serve as information for you to use to evaluate BXGA and should be considered in your decision whether to invest in an investment vehicle advised by BXGA.

Additional information about BXGA and any relying advisers is also available at the SEC’s website [www.adviserinfo.sec.gov](http://www.adviserinfo.sec.gov) (click on the link “Investment Adviser Search”, select “Investment Adviser Firm” and type in “Blackstone Growth”). 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 July 7, 2022.

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.

BXGA, 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

BXGA is a Delaware limited liability company. BXGA provides investment advisory services to Blackstone Growth L.P., a Delaware limited partnership (together with its parallel funds and any alternative investment vehicles or feeder vehicles, “BXG I”), and anticipates providing investment advisory services to Blackstone Growth II L.P., a Delaware limited partnership (together with its parallel funds and any alternative investment vehicles or feeder vehicles, “BXG II”), once the investment period starts, Comparable Funds (as defined below) and co-investment vehicles in the Blackstone growth program (collectively, with BXG I and each other fund described above, “Blackstone Growth Program” or the “Funds”). The Funds seek to invest alongside other funds, investment vehicles and / or managed accounts that are part of the Blackstone Growth Program (the “Comparable Funds”). The Funds are investment funds that seek to deliver attractive risk-adjusted returns by investing in dynamic, growth-stage businesses during the phase between venture capital funding and traditional buyouts. The Funds’ investments focus on five core sectors – Consumer, Consumer Technology, Enterprise Software, Financial Services, and Healthcare. Affiliates of BXGA serve as general partners (collectively, the “General Partners” and each a “General Partner”) of the Funds. BXGA has been in business since February 2019.

References throughout this Brochure to the term “Sponsor” describe, as the context or applicable law requires, individually and collectively, the General Partners and BXGA, and all references herein to the Sponsor or to any rights, powers, responsibilities, or activities of the Sponsor are qualified in all respects by the Organizational Documents (as defined herein), all of which should be carefully reviewed by each potential investor for, among other things, a more detailed description of the relative rights, powers, responsibilities and activities of each of the General Partners and BXGA. References throughout this Brochure to the term “limited partners” refers to investors in the Funds.

The ultimate parent of BXGA 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, infrastructure, secondary funds, tactical opportunities, infrastructure, insurance solutions and life sciences.

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

BXGA’s regulatory assets under management (“RAUM”) were \$8,136,188,964 as of December 31, 2022.

**Description of Advisory Services:**

BXGA serves as investment advisor to the Funds pursuant to the terms of the investment advisory agreements (the “Advisory Agreements”) with respect to each of the Funds, and makes investment decisions for the Funds including by evaluating investments for the Funds.

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

Through a series of delegation agreements, BXGA 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, BXGA is entitled to compensation for its services in the form of a management fee (the “Management Fee”), payable quarterly. The Management Fee is based on either committed capital or invested capital, depending on whether the Fund’s investment period is currently active. Prorated refunds would be provided for partial quarters, if any, to the extent applicable. BXGA 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 or is a returning investor from a prior Fund and makes a commitment to such 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 Memorandum (as supplemented from time to time) and the Partnership Agreement and Advisory Agreement (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 invoiced at an appropriate time pursuant to a capital call notice (in the case of Management Fees).

Certain investors in the Funds, including current and/or former senior advisors, officers, directors, personnel and/or other key advisors/relationships (including operating partners, executives, founders and entrepreneurs) of Blackstone, Portfolio Entities of the Funds and certain other investment funds, managed accounts and/or other similar arrangements otherwise advised, managed or operated by Blackstone (and including such future investment funds, managed accounts and/or other similar arrangements) and any successors thereto (collectively, “Other Blackstone Clients”), including the BTAS Funds, BXPE Funds and BIS Funds (each as defined herein) and any other existing or future Other Blackstone Clients, personnel of PJT Partners Inc. and/or charitable programs, endowment funds and related entities established by or associated with any of the foregoing (including any trusts, family members, family investment vehicles, estate planning vehicles, descendants, trusts and other related persons or entities), and other persons related to Blackstone (“Blackstone Investors”) will not pay Management Fees or performance-based carried interest in connection with their investment in or alongside the Funds. For the avoidance of doubt, in the case of an affiliated 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, or the pro rata amount of such expenses will be

allocated to BXGA or its 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 BXGA or its affiliates in its good faith. 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 (any trusts, family members, family investment vehicles, estate planning vehicles, descendants, trusts 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 Blackstone's sole discretion, be treated as satisfying the applicable portion of any required capital commitment of Blackstone and/or its affiliates to the Funds (even in circumstances where any such commitments or investments are made following a separation from Blackstone). For more information with respect to the allocation of Fund expenses, please see "Expenses" in Item 5 below.

#### *Blackstone Strategic Relationships & Multi-Fund Arrangements*

In addition, Blackstone has entered, and it can be expected that Blackstone in the future will enter, into both (i) strategic relationships with investors (and/or one or more of their affiliates) that involve an overall relationship with Blackstone that could (but is not required to) incorporate one or more strategies (including, but not limited to, a different sector and/or geographical focus within the same or a different Blackstone business unit) in addition to the Funds' strategies and (ii) arrangements that involve an agreement or understanding to subscribe for a capital commitment to the Fund and one or more Other Blackstone Clients (which may include a commitment already made recently to another Blackstone fund) (any such overall relationship and/or multi-fund arrangement in the foregoing (i) and (ii), a ("Strategic Relationship"). A Strategic Relationship often involves (but is not required to involve) an investor agreeing to make a capital commitment to two or more Blackstone funds, one of which may be a Fund. Limited partners 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 rights or benefits afforded through a Strategic Relationship (for the avoidance of doubt, no further disclosure or reporting of the terms or existence or other 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 unpaid capital commitments, any such discount or reduction of Management Fees will cause the unpaid capital commitments of the applicable investor to fluctuate disproportionately as compared to the unpaid capital commitments of any other Fund investors 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 Blackstone Growth Program 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 therefore, in certain circumstances, result in fewer co-investment opportunities (or reduced allocations) being made available to limited partners. In addition, from time to time, Blackstone may enter into economic and/or fee sharing arrangements with respect to one or more Funds or Other Blackstone Clients or certain limited partners thereof, which rights will not generally be made available to other limited partners. (See “Additional Potential Conflicts of Interest with respect to Co-Investment; Strategic Relationships Involving Co-Investment” in Item 10 below.)

#### *Other Fees Payable to BXGA and its Affiliates*

In addition, pursuant to the Advisory Agreements with certain Funds, BXGA 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 BXGA’s Management Fee, Servicing Fee and performance-based allocations (see Item 6 below), BXGA and its affiliates from time to time receive a variety of other fees as part of the investment activities of the Funds, including, without limitation, break up and topping fees (or other similar fees), commitment fees, transaction fees, monitoring fees, directors’ fees, investment banking fees, property/asset management fees, mortgage servicing fees, consulting fees (including management consulting), syndication fees, capital markets (including with respect to syndications or placements of debt and/or equity securities or instruments issued by portfolio companies or entities formed to invest therein) and advisory fees (including underwriting fees



(including, without limitation, evaluation regarding value creation opportunities and ESG risk mitigation)), origination fees, servicing fees, healthcare consulting/brokerage fees, group purchasing fees, financial advisory fees, organizational fees, financing fees, divestment fees and other similar fees, insurance fees (including title insurance), loan servicing fees, similar fees for arranging acquisitions and major financial restructurings, fees and payments for data management and services, refinancing of a loan or investment, energy procurement / brokerage fees, fees for ESG services, administrative services, advisory services on purchase or sale of an asset or company, treasury and valuation services, placement agent services, fund administration, internal legal and tax planning services, information technology products and services, insurance procurement, brokerage, solutions and risk management services; data extraction and management products and services, BX Energy Services, other products and services (including but not limited to consulting monitoring, commitment syndication, organization and financing, and divestment services), other servicing fees and other similar operational and financial matters, operations fees, incentive fees, other fees and annual retainers (whether in cash or in kind) from or with respect to Portfolio Entities of the Funds and other persons (including co-investors and joint venture partners). Such fees, including in the form of management fees, incentive fees, incentive allocations, carried interest or other form of management promote or performance-based compensation or other incentive fees, will not be required to be shared with the Funds or the limited partners and will not result in any offset to the Management Fee payable by the limited partners, except as explicitly provided in the Organizational Documents of the applicable Fund.

The Management Fee offset provisions for the Funds may 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 BXGA or its affiliates) will be applied to reduce Management Fees (not below zero). Any other fees received by BXGA would not offset the Management Fee or performance-based allocations except as specifically provided in the Funds' Organizational Documents. Any fees that result in an offset of the Management Fee only apply to the extent the fees giving rise to such offset are paid as part of and during the course of the Funds' investments in such portfolio entities and without regard to the nature of the fees, there will be no offset for Management Fees with respect to any fees paid to Blackstone after a Fund has exited an investment. For example, Portfolio Entities may retain or continue to retain the Blackstone Capital Markets Group (including with respect to fees for services described herein) or continue to work with Blackstone in connection with group purchasing arrangements when and after a Fund exited its investment therein. Following an exit of a Fund's Investment in a Portfolio Entity, Other Blackstone Clients may continue to hold interests (debt, and/or equity) in such Portfolio Entity, and Blackstone may begin to earn fees or continue to earn fees from such Portfolio Entity for providing services to such Portfolio Entity, including, but not limited to, capital markets

advice, group purchasing and health care brokerage, insurance and other similar services, which in each case will not offset or reduce the Management Fee. Also, in the case of fees for services as a director of a Portfolio Entity, the Management Fee will not be reduced or offset to the extent any Blackstone personnel continues to serve as a director after a Fund has exited (or is in the process of exiting) the applicable Portfolio Entities and/or following the termination of such employee's employment with Blackstone. Conflicts of interest are expected to arise when a Portfolio Entity enters into arrangements with Blackstone on or about the time a Fund exits its Investment in such Portfolio Entity.

Certain of the Funds bear the cost of fund administration and accounting (including, without limitation, maintenance of a Fund's books and records, preparation of net asset value and other valuation support services, as applicable (e.g., valuation model and methodology review, review of third party due diligence conclusions and sample testing); preparation of periodic investor reporting and calculation of performance metrics; central administration and depositary oversight (e.g., periodic and ongoing due diligence and coordination of investment reconciliation and asset verification); audit support (e.g., audit planning and review of annual financial statements); risk management support services (e.g., calculation and review of investment and leverage exposure); ESG and sustainability support services; regulatory risk reporting, data collection and modeling and risk management matters; and tax support services (e.g., annual tax and VAT returns and FATCA and CRS compliance)), in-house attorneys to provide transactional legal and related tax advice, tax planning and other related services (including, without limitation, entity organization, structuring, due diligence, document drafting and negotiation, closing preparation, post-closing activities (such as compliance with contractual terms and providing advice for investment-level matters with respect to fiduciary and other obligations and issues), litigation or regulatory matters, reviewing and structuring exit opportunities) provided by Blackstone personnel and related parties (including, without limitation, Blackstone Europe Fund Management S.à r.l. ("BEFM")), including all services provided by it 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, and such amounts will not offset Management Fees. In certain circumstances, a Fund may engage a third-party administrator and in such circumstances there may be some overlap in the services performed by the third-party administrator (e.g., as required for a Luxembourg Fund) and the services performed by Blackstone personnel and such Fund and its parallel vehicles will bear all such costs. The services of in-house attorneys generally include, without limitation, services with respect to M&A, capital markets or financing transactions, tax or regulatory structuring, supervision of external counsel and service providers, attending internal and external meetings (including investment committee meetings) and communicating

with relevant internal and external parties. Any determination of whether the fees and costs attributable to Blackstone Personnel and related parties reflect market rates or arm's length terms will not take into account any additional fees and costs borne by the Partnership with respect to third parties providing similar services (e.g., an external administrator). Fund investors should carefully consult the applicable Fund's offering documents and Organizational Documents to determine the fees, if any, that can be offset and the Management Fee offset percentage, if any, applicable to the Funds in which they are invested (See "Other Blackstone Business Activities" in Item 10 below). In addition, BXGA may also engage and retain on behalf of its Funds and/or their Portfolio Entities strategic advisors, consultants, senior advisors, operating advisors, industry experts, joint venture and other partners and professionals and market participants, any of whom might be current or former executives or other personnel of the Sponsor, its affiliates or Portfolio Entities of a Fund and who, from time to time, can be expected to receive payments from, or allocations with respect to, Portfolio Entities or the Funds, and such amounts will not offset the Management Fee paid by the Funds. (See "Advisors, Consultants and Partners" in Item 10 below).

The precise amount of, and the manner and calculation of, the fees and compensation described above, including the Management Fee, Servicing Fee and performance-based compensation, are established by BXGA 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 BXGA and its affiliates to the Funds may exceed what would be paid to an unaffiliated third party for substantially similar services.

- Legal fees (including compensation and benefits costs specifically allocated or attributed by BXGA or its affiliates with respect to in-house attorneys to provide transactional legal and related tax advice and/or services to the Funds and their Portfolio Entities on matters related to potential or actual investments.)
- Regulatory filing fees and expenses of the Funds, including but not limited to compliance with U.S. federal and state securities laws and international laws, such as the AIFMD (including any costs associated with the AIFMD marketing passport), including amounts

required to be paid to the managing general partner of any Funds domiciled in Luxembourg pursuant to local tax law requirements, 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 BXGA'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, 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), 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 the partnership agreement, side letters, placement agent arrangements, documentation of third-party sponsored feeders, and other related organizational documents).
- Operating expenses.
- Costs, fees and expenses of third-party directors and officers.
- Consultant and senior advisor expenses (including ESG and/or sustainability consultants) (see "Advisors, Consultants and Partners" in Item 10 below) and the expenses of investment bankers.
- Technology expenses (including, for certain funds, internal expenses, charges and / or related costs incurred, charged or specifically attributed or allocated (based on methodologies determined by Blackstone) by the Funds, BXGA or its affiliates in connection with such provision of services thereby, including, without limitation, costs and expenses of technology consultants and service providers and related software/hardware/SaaS and server infrastructure and hosting (including that analyze operational improvements as a part of due diligence, otherwise utilized in connection

with the Funds' investments or utilized in connection with reporting and communication to the limited partners) (including, for example, Investor Reporting, HedgeHog, HedgeSphere, iLevel, Niagara/HRM and Investran)) and market data and research and subscriptions.

- Accounting fees.
- Sourcing fees.
- Taxes and tax-related interest and expenses related to the preparation and delivery of any entity-level taxes, penalties and governmental charges.
- Tax advisor fees, including all expenses in connection with any tax audit, examination or investigation.
- Audit fees.
- Banks and Brokerage commissions.
- Transaction fees.
- The cost of trading (including trading errors).
- Clearing costs.
- Fees and expenses associated with borrowings, guarantees and other financing or derivative transactions (including interest, fees and related legal expenses).
- Expenses of loan servicers and 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 development, negotiation, acquisition, holding, monitoring and disposition of investments, including, without limitation, any due diligence-related expenses (including 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 a Fund (including all fees, costs and expenses incurred in connection with tracking and procurement tools, engineering, energy, land, seismic, geographical or geological reporting tools, climate risk and resiliency assessments, inventories and reduction evaluations, greenhouse gas emissions assessments (including financed emissions), ESG metrics assessments, diversity and inclusion assessments, emissions reduction analysis, ESG materiality assessment, ESG reporting strategy and guidance, ESG fund report, ESG capital targeting research, 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).

- 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 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 (including any tax returns or filings required to be made by a Fund in any jurisdictions in which any limited partner is resident or established (including, for example, German tax filings, to the extent such Fund (or its parallel fund) has two or more German investors)), 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) (each as defined herein) (including travel, accommodation, meal, event entertainment and other similar expenses in connection with any meetings of the L.P. Advisory Committee and any fees, expenses and costs of any legal counsel or other service providers of the L.P. Advisory Committee).

- Expenses of investor meetings (including any annual meetings of the Funds) regardless of whether all Fund investors are invited to such meetings (including reasonable accommodation, meal, travel, entertainment and other similar expenses of the Fund investors in connection with such meetings) as well as expenses related to meetings with one or more limited partners, as well as attending trade association and/or industry meetings, conferences or similar meetings.
- Travel, accommodation and other related expenses for capital raising, marketing and investor related services (including the cost of (i) space to hold meetings with prospective investors relating to capital raising and marketing and (ii) appearing or speaking at events sponsored by financial advisers or other intermediaries (which in each case may be prorated among multiple Blackstone products to the extent they are covered at those meetings or events)).
- Expenses associated with a Fund's compliance with applicable laws and regulations.
- Expenses associated with any investigation, litigation (including discovery requests), arbitration, audit or settlement involving the Funds, any of the Funds' investments or entities in which the Funds have any investment or otherwise relating to any such investment and the amount of any judgments, assessments, 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.
- Expenses associated with any excuse rights with respect to an investor and such investor exercises its right to be excused from a Fund's investment.
- Travel, accommodation, 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)), 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)).
- Expenses related to hedging arrangements and currency conversion and associated with the acquisition, settling, holding, monitoring, and disposition of investments (including without limitation, any brokerage, custody, hedging costs, or currency conversions).
- Insurance (including expenses related to procurement, brokerage and placement thereof and solutions and risk management services, and cost of title insurance, General

Partnership Liability or other insurance for the benefit of BXGA and its affiliates and related persons).

- Indemnification expenses (including advancement of any fees, costs or expenses to persons entitled to such indemnification).
- Expenses of liquidating the Funds.
- Marketing, advertising, printing, wholesaling and other capital raising expenses (including travel, accommodation and other related expenses) associated with investor admission/subscription and investor-related services and other similar costs (including the cost of space to hold meetings with prospective investors related to capital raising and marketing) and conducting diligence on any prospective investor and costs, fees and/or expenses associated with responding to information requests from limited partners and other persons.
- Arbitration expenses.
- Valuation costs (including expenses incurred in connection with services performed by any independent valuation advisor).
- Expenses of third party advisors (including senior advisors, operating advisors, founders, executives, entrepreneurs) and advisory committees of the Funds as well as of other goods and services provided by third parties and other third party professionals.
- Expenses and fees (including compensation and benefits costs) charged or specifically attributed or allocated by BXGA or its affiliates for data management and data-related services (e.g., data analytics and statistical modeling) provided to the Funds (including in connection with prospective Investments).
- The costs of secondees, including personnel of Portfolio Entities, vendors, service providers (including law firms and accounting firms) and investors of the Funds and Other Blackstone Clients providing services to Blackstone and/or Portfolio Entities.
- Expenses related to certain personnel of Blackstone, 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 actual or proposed transfer of interests in the Funds, and potential transfers of interests that are not ultimately consummated, that are not borne by the parties thereto.

Additionally, as a result of a public health emergency like the COVID-19 pandemic, BXGA has determined in the past, and may in the future determine, in its discretion, that it is most effective and/or efficient to use private air and/or charter travel due to travel restrictions and/or health and safety considerations, including to and from locations where Blackstone personnel are



currently living (even if different than where Blackstone has historically had offices). The cost of such private air or charter travel, which may be increased due to the pandemic, will be an expense of the Funds subject to and in accordance with Blackstone's policies. BXGA also may determine to use alternative methods, including the use of technology, when sourcing and conducting diligence on potential investments and monitoring of existing investments, and the expenses associated with such methods should be allocated to the Funds.

Investors in a Fund are generally allocated their pro rata share of such additional fees and expenses and the Funds generally bear their share of fees and expenses as part of their participation in investments. Pursuant to the Organizational Documents of certain Funds, all expenses (including organizational, legal, reporting and compliance-related expenses and other expenses described in Item 5 above) are generally allocated among all parallel funds on a pro rata basis. This will result in the Funds bearing a portion of certain expenses attributable to their parallel funds (including, but not limited to, those expenses for AIFMD, external fund administrators and depositaries and SFDR) that are not directly connected to such Funds and their activities, and the parallel funds bearing certain expenses of such Funds that are not directly connected to such parallel fund and its activities.

From time to time, the Sponsor will be required to decide whether costs and expenses are to be borne by the Fund, on the one hand, or the Sponsor, on the other, and whether certain costs and expenses should be allocated between or among the Fund, on the one hand, and other Funds or 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 and all parallel 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). BXGA intends 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 BXGA determines 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)). In addition, 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 capital commitments or with respect to partnership expenses directly and solely attributable to an investment, their interests in such investment, BXGA may in certain circumstances allocate such expenses in a different manner if BXGA determines 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 BXGA in its 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) limited partners' unpaid 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 BXGA, be allocated solely to the applicable Funds and not to Other Blackstone Clients or co-investment vehicles (including committed 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. As a general matter, BXGA expects 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 signing or committing 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 being borne by such Fund. In the event broken deal

expenses are allocated to an Other Blackstone Client or a co-investment vehicle, BXGA 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. In addition, certain Portfolio Entities will provide services (including identifying potential investments) to the Funds, Other Blackstone Clients and their respective Portfolio Entities in respect of certain investments that are not ultimately consummated. 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 deal closing, unless the Sponsor determines otherwise in its discretion or as may be set forth in the relevant operative agreements. (See “Broken Deal Expenses” in Item 10 below.) Further, any fees and expenses incurred in connection with the organization of a co-investment vehicle (including fees and expenses related to negotiating the governing documents of such co-investment vehicle (including non-disclosure agreements with counterparties) as well as fees and expenses described above) that is expected to invest alongside the Funds in an investment are expected to be borne by the Funds to the extent such co-investment vehicle does not ultimately make such investment, whether or not such investment is consummated by the Funds. The General Partners will make such allocation judgments in its fair and reasonable discretion, notwithstanding its interest in the outcome, and may make corrective allocations should, based on periodic reviews, it determines that such corrections are necessary or advisable. There can be no assurance that a different manner of allocation would not result in a Fund or 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, for example those focused on specific 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, BXGA expects 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. Additionally, to the extent a potential investment is formally allocated to an Other Blackstone Client by a determination of the Allocation Committee (as defined below) or Investment Committee, as the case may be, instead of the Funds and such investment is not ultimately consummated, such Other Blackstone Client is expected to bear the portion of such fees, costs and/or expenses attributable to such potential investment (it being

understood that to the extent no such formal allocation decision has been made, the Funds will bear the portion of the retainer attributable to such potential investment). (See “Broken Deal Expenses” in Item 10 herein.) The formal allocation decision is typically made shortly prior to signing or 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 BXGA to handle them in its sole discretion, and there can be no assurance that BXGA 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 BXGA, the General Partner of each Fund receives a portion of the cumulative net profits in respect of investment proceeds from each Fund with respect to each limited partner (other than those that are affiliates of BXGA), which is anticipated to be twenty percent of the amount of cumulative net profits 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 limited partners of an aggregate amount equal to all capital contributed to the applicable Fund by such limited partner for realized investments and any net writedowns 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 BXGA'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 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 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, 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

BXGA manages the Funds. The Funds' investors may consist of some or all of the following:

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

Investors also include other funds, vehicles and/or accounts managed by affiliates of Blackstone (including investors in funds established for the BTAS Funds, Blackstone Harrington Partners L.P., Blackstone Insurance Solutions, BXPE Funds and Strategic Partners funds). All investors are subject to applicable suitability requirements. BXGA and the General Partners require 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, 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. The 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:**

With respect to the Funds, BXGA seeks to deliver attractive risk-adjusted returns by investing in dynamic, growth-stage businesses. BXGA's investments focus on five core sectors – Consumer, Consumer Technology, Enterprise Software, Financial Services, and Healthcare – and target investments in businesses with strong operating performance led by excellent management teams.

BXGA's investment analysis methods include fundamental, technical and cyclical research. BXGA's investment professionals also review investment performance as compared to the investment's original objectives and the Fund's investment strategies.

At the core of BXGA's investment process is a rigorous investment origination, selection, and investment decision process with considerable emphasis on monitoring and reporting the performance of the ongoing investment portfolio. BXGA's investment review and monitoring process – from the initial identification of an investment opportunity through the final decision around monetization - is a disciplined approach and designed to screen out transactions with excessive risk, actively monitor investments and capitalize on opportunities to maximize valuation upon exit.

### Sourcing

The BXGA investment team seeks to proactively originate and screen hundreds of potential investments annually, filtering prospects based on fundamental criteria – growth, scale, capital efficiency, differentiation, industry dynamics, team, and valuation expectations. BXGA anticipates that its investment team will directly originate investment opportunities arising out of the market.

### Diligence

BXGA's investment team, in collaboration with Blackstone's various business units, is responsible for selecting, evaluating, structuring, diligencing, negotiating, executing, managing and exiting investments, as well as pursuing potential operational improvements and value creation initiatives. The hallmark of our approach to investment selection is the rigorous investigation into each investment opportunity to quantify the potential investment's relative risks and rewards. In conducting due diligence, the senior members of BXGA rely on their industry expertise and an extensive global network of relationships with managers, consultants, advisors, and Senior Advisors who have specific knowledge of the relevant issues associated with each potential investment opportunity. The process is a thorough and disciplined approach to investment

screening and selection that allows the BXGA investment team to allocate its resources only to opportunities with a significant chance of completion and the potential for attractive risk-adjusted returns. Staffing decisions are made on a global basis; investment teams include professionals from BXGA's dedicated team. Investment opportunities under active consideration are discussed at weekly meetings with BXGA's entire team.

### Office Hours

After a potential investment opportunity has been reviewed by individual sector teams, the deal team will present the opportunity at Office Hours, which are regularly scheduled each week. Sector teams stringently curate opportunities presented in Office Hours to bring only those where BXGA expects it has a good sense of winning and where BXGA has thematic insights. The Office Hours meetings include key personnel of the BXGA investment team, as well as any relevant sector experts or advisors across the global BXG and broader Blackstone team, as necessary.

Deal teams prepare a two-page brief regarding the potential investment opportunity and circulate to Office Hours members. This brief includes a description of the company, the key KPIs / financial metrics and an initial view on the merits and risks of a potential investment in the company. The purpose of this brief is to foster discussion and better debate the merits of pursuing the investment opportunity.

### Pre-Investment Committee

The BXGA investment team then conducts initial due diligence, identifies the opportunity for return, highlights unique angles and sources of competitive advantages and presents the potential investment to the Pre-Investment Committee. Only those investment opportunities that the Pre-Investment Committee feel merit closer evaluation are approved to proceed with more extensive due diligence. The Pre-Investment Committee also provides feedback regarding valuation, key issues to be addressed in future due diligence, advice regarding transaction dynamics and a gating decision prior to the commitment of substantial resources and expense in the further evaluation of the opportunity. This high level of interaction between the Pre-Investment Committee and investment team from the inception of a transaction to closing helps identify potential issues early on and enables the investment team to streamline resources and workflows more effectively.

If the investment is approved by the Pre-Investment Committee, the investment team, and any advisors involved in the specific investment conduct an in-depth due diligence analysis, during which time any material findings and new developments are discussed at the weekly meetings. In analyzing potential investments following the Pre-Investment Committee's approval, the investment team, including any advisors or technical consultants involved in the specific



investment, will perform a robust quantitative and qualitative analysis based on, among other things, extensive financial, accounting, tax and legal due diligence as well as the experience and judgment of its investment professionals. This analysis may include technical diligence, diligence on market trends, macro-economic factors, competitors and business fundamentals, analysis of historic and estimated financial information—including revenue, cash flows, liquidity, debt capacity, evaluation of intellectual property, trademarks and legal rights—review of capital structure and potential contingent liabilities, review of legal contracts, appraisal of property, an evaluation of management and operating capabilities, and other relevant factors. BXGA also seeks to integrate Environmental, Social, and Governance (“ESG”) principles into its investment process and operating philosophy. It has adopted an ESG policy, which outlines its approach to integrating ESG in its business and investment activities (the “ESG Policy”). In addition, extensive analysis is focused on structuring a potential investment and the investment team seeks to design investment formats and structures that are appropriate in light of an investment’s perceived risks.

#### Investment Committee

The key findings of the investment team’s due diligence, investment thesis, concerns, value-added business plan, and the corresponding detailed financial projections and key sensitivities are compiled in a comprehensive memorandum that forms the basis of a discussion by the Investment Committee. The Investment Committee then makes the final decision regarding each investment, including the binding bid valuation, key terms, and tactics. The Investment Committee includes select members of Blackstone senior management as well as senior professionals from BXGA. This group assesses the quality of due diligence, business models, valuations and risks on both a deal-specific and comparative basis. The Investment Committee generally meets weekly but can convene on an ad-hoc basis to help ensure that our decision-making process is aligned to the increased pace demands of the growth equity market.

Both the Pre-Investment Committee and the BXGA 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 BXGA Investment Committee and may be further delegated to particular investment professionals and/or other Blackstone professionals.

#### **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. Limited operating history
3. Lack of management rights; dependence on key personnel
4. Role of investment professionals
5. Broad investment mandate
6. Highly competitive market for investment opportunities; operators and other partners
7. General economic and market conditions
8. Risk of loss of entire investment
9. Financial market fluctuations; availability of financing
10. Risk of default by limited partners
11. Inflation
12. Nature of equity or equity-related investments
13. Investments outside the United States generally
14. Economic, political and social risks
15. Regional risk; interdependence of markets
16. Trade policy
17. Social and political unrest/terrorist activities/war
18. Natural disasters
19. Weather and Climatological Risks
20. Corruption risk; FCPA
21. Privatization risks
22. Foreign investment controls
23. Foreign capital controls
24. Legal framework and corporate governance
25. Accounting, disclosure and regulatory standards
26. Investments in emerging markets and the Asia Pacific region
27. Potential collapse of the Euro
28. United Kingdom relations with the European Union
29. Chinese growth slowdown; Chinese economy
30. Bankruptcy
31. Investments in open market purchases; publicly traded securities
32. Nature of debt securities
33. Convertible securities
34. Access to information from Portfolio Entities
35. Illiquid and long-term investments

36. Unionization
37. Future investment techniques and instruments
38. Technological, scientific and other innovations
39. Public company holdings
40. Placement agents
41. Environmental matters
42. Governmental action risk
43. Force majeure risk
44. Material non-public information
45. Epidemics/Pandemics
46. Coronavirus and public health emergencies; legislative and regulatory enactments
47. Availability of insurance against certain catastrophic losses
48. Catastrophe risks
49. Credit support
50. Non-U.S. and non-OECD investments
51. Nature of investment
52. Investments in less established companies
53. Investments in junior securities
54. Non-controlling investments; investments with third parties
55. Investments in the technology sector
56. Software code protection
57. Investments in the healthcare industry
58. Political Risks
59. Certain healthcare reform measures
60. Investments in the financial services industry
61. Investments in the consumer services sector
62. Digital infrastructure investments
63. Technological, scientific and other innovations
64. Intellectual property risks
65. Investments in regulated industries
66. Development and regulatory risk
67. Enhanced scrutiny and 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)
68. CFTC registration requirements and maintenance of exemptions therefrom
69. Compliance with the AIFMD, Cayman Islands Private Fund Law and other international law
70. Compliance with U.S. economic and trade sanctions

71. Compliance with anti-corruption laws and regulations
72. "Platform" investments; additional capital requirements
73. Investments in Portfolio Companies of Blackstone and other Blackstone clients
74. Debt investments
75. Unspecified investments
76. Adequacy of reserves; participation in follow-on investments
77. Deployment of capital
78. Distributions in-kind
79. Failure to make payments
80. Electronic delivery of certain documents
81. Risks relating to due diligence of investments
82. Political activities
83. Litigation risk
84. Reliance on portfolio entity management and third parties
85. Outsourcing
86. Ability to implement a Fund's investment strategy
87. Sharing and use of "big data" and other information
88. Contingent liabilities incurred on dispositions or financings of investments
89. Risks in effecting operating improvements
90. Expedited transactions
91. Portfolio Entity liabilities
92. Risks from operations of other Portfolio Entities
93. Risk of fraud
94. Volatility of credit markets may affect ability to finance and consummate investments
95. Bridge financings
96. Leverage; subscription line of credit
97. Securitizations; back leverage; holding vehicles
98. Preferred financing; margin loans
99. Foreign currency and exchange rate risks
100. Leverage risk, including joint liability and cross-collateralization with other funds
101. Hedging risks/derivatives
102. European market infrastructure regulation
103. MiFID II obligations
104. Access to Research
105. Equities – mandatory on-exchange trading
106. Commodity position limits and reporting
107. EU/UK risk retention requirements
108. Base erosion, profit shifting and related measures

109. Anti-tax avoidance directives
110. ATAD 3
111. DAC6
112. Risk of limited number of investments; lack of diversification
113. Risks relating to the use of alternative investment vehicles
114. Intermediate entities
115. Liabilities on disposition of investments
116. Documentation and legal risks
117. Permits, approvals and licenses
118. Antitrust risk
119. Legal, tax and regulatory risks
120. Compliance with OFAC and sanctions considerations
121. Absence of oversight under the Investment Company Act
122. Derivatives; registration under the U.S. Commodity Exchange Act
123. Compliance with Pay-to-Play laws, regulations, and policies
124. Financial industry regulation
125. Change of law risk
126. Compliance with Cayman Islands Data Protection Law
127. GDPR/Privacy
128. General tax considerations
129. Compliance with tax law (including FATCA and partnership audit rules)
130. Possible legislative or other developments
131. Legislation adversely affecting Blackstone employees and other service providers
132. Limitations on deductions of business interest
133. Phantom income
134. Taxation in certain jurisdictions
135. UBTI & ECI; tax treatment of non-U.S. feeder vehicles and corporations
136. U.S. tax reform
137. Provision of managerial assistance
138. ERISA considerations
139. Risk arising from potential control group liability
140. Cyber security breaches, identity theft, denial of service attacks, ransomware attacks, and social engineering attempts
141. Operational risk
142. No market for limited partnership interests; restrictions on transfers
143. Participation arrangements for subsequent closers (and dilution)
144. Capital Commitment risks
145. Recycling; Reinvestment

- 146. Exclusion; excuse rights
- 147. CFIUS and other foreign investment regimes
- 148. Hong Kong National Security Law
- 149. Amendments; negative consent
- 150. Sponsor voting
- 151. Annual informational meetings; availability of information to limited partners
- 152. Handling of mail
- 153. Valuation matters
- 154. Uncertainty of projections
- 155. Benchmark reform and the impact on LIBOR and other IBORs
- 156. European Commission Action Plan on Financing Sustainable Growth/SFDR
- 157. Climate change and sustainability risks
- 158. Blackstone Growth Program
- 159. Fund size
- 160. Russia/Ukraine conflict/Sanctions
- 161. Possibility of different information rights
- 162. Recent Developments in the Banking Sector
- 163. Custody and Banking Risks
- 164. Risks relating to environmental, social, and governance

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

Stock markets and bond markets, as well as general economic, political, regulatory, technological and industry conditions, 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 BXGA manages that is not in BXGA's control. BXGA 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 Funds. 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.*** The U.S. and other developed economies are experiencing higher than normal inflation rates. It remains uncertain whether substantial inflation in the U.S. and other developed

economies will be sustained over an extended period of time or have a significant effect on the U.S. or other economies. Inflation and rapid fluctuations in inflation rates have recently, 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, 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 arrangement. 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 may have imposed wage and price controls at times and certain central banks have raised interest rates. Governmental efforts to curb inflation often have negative effects on the level of economic activity. Some countries have historically experienced substantial rates of inflation. Inflation and rapid fluctuations in inflation rates have had, and may continue to have, negative effects on the economies and securities markets of certain emerging economies. Past governmental efforts to curb inflation have also involved more drastic economic measures that have had a materially adverse effect on the level of economic activity in the countries where such measures were employed, and similar governmental efforts could be taken in the future to curb inflation and could have similar effects. Certain countries, including the U.S., have recently seen increased levels of inflation and there can be no assurance that inflation will not become a more serious problem in the future and have an adverse impact on a Fund's returns.

***Regulatory Proposals with respect to Private Funds and Advisers.*** In recent years, the SEC has proposed several new rules and amendments to existing rules under the Advisers Act related to registered advisers and their activities with respect to private funds (the "Proposed Rules"). The Proposed Rules, if adopted, can result in material alterations to how Blackstone, the General Partner and BXGA operates their respective business and/or the Fund, as well as the General Partner's and BXGA's implementation of the Fund's investment strategy. There can be no assurance that such alterations made pursuant to the Proposed Rules will not have a material adverse effect on Blackstone, the General Partner, BXGA, the Fund, its Investments and/or the limited partners. To the extent permitted under the Funds' Organizational Documents, and consistent with the law, the incremental costs of compliance by the General Partner, BXGA and/or the Fund with any new SEC rules, including without limitation the Proposed Rules, will be borne by the Fund, which may be significant.

The scope and timing of any final rules and amendments with respect to these Proposed Rules is unknown. If adopted, even with modification, these rules and amendments would be expected

to significantly increase compliance burdens and associated costs (which, to the extent permitted under the Funds' Organizational Documents, and consistent with the law, will be Fund Expenses) 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 such costs and expenses charged to the Fund and its investors. In addition, these amendments could increase the risk of exposure of the General Partner and BXGA to additional regulatory scrutiny, litigation, censure and penalties for noncompliance or perceived noncompliance, which in turn would be expected to adversely (potentially materially) affect Blackstone, BXGA and the Fund's reputation, and to negatively impact the Fund in conducting its business (thereby materially reducing returns to investors). Further, as these amendments could impose limitations regarding preferential treatment of investors in private funds, the General Partner and its affiliates could potentially be prohibited from complying with certain side letter provisions and thereby deprive the investors of the previously negotiated benefits of such agreements.

***Recent Developments in the Banking Sector.*** Recent bank closures in the United States have caused uncertainty for financial services companies and fear of instability in the global financial system generally. In addition, certain financial institutions – in particular smaller and/or regional banks – have experienced volatile stock prices and significant losses in their equity value, and there is concern that depositors at these institutions have withdrawn, or will withdraw in the future, significant sums from their accounts at these institutions. Notwithstanding intervention by U.S. governmental agencies to protect the uninsured depositors of banks that have recently closed, there is no guarantee that the uninsured depositors of a financial institution that closes (which depositors could include a Fund and/or its portfolio companies) will be made whole or, even if made whole, that such deposits will become available for withdrawal in short order. There is a risk that other banks, or other financial institutions, will be similarly impacted, and it is uncertain what steps (if any) regulators would take in such circumstances. As a consequence, for example, a Fund and/or its Portfolio Companies could be delayed or prevented from accessing money, making any required payments under their own debt or other contractual obligations or pursuing key strategic initiatives, and limited partners may be impacted in their ability to honor capital calls and/or receive distributions. In addition, such bank failures or instability could affect, in certain circumstances, the ability of both affiliated and unaffiliated joint venture partners, co-lenders, syndicate lenders or other parties to undertake and/or execute transactions with a Fund, which in turn would result in fewer investment opportunities being made available to a Fund, result in shortfalls or defaults under existing investments, or impact the Fund's ability to provide additional follow-on support to Portfolio Companies. In addition, in the event that a financial institution that provides credit facilities and/or other financing to a Fund or its Portfolio Companies closes or experiences distress, there can be no assurance that such bank will honor its obligations or that the Fund or such Portfolio Company will be able to secure replacement



financing or capabilities at all or on similar terms. There can be no assurances that a Fund or its Portfolio Companies will establish banking relationships with multiple financial institutions, and the Fund and its Portfolio Companies are expected to be subject to contractual obligations to maintain all or a portion of their respective assets with a particular bank (including, without limitation, in connection with a credit facility or other financing transaction). Uncertainty caused by recent bank failures – and general concern regarding the financial health and outlook for other financial institutions – could have an overall negative effect on banking systems and financial markets generally. There is a risk that these recent developments will also have other implications for broader economic and monetary policy, including interest rate policy. For the foregoing reasons, there can be no assurances that conditions in the banking sector and in global financial markets will not worsen and/or adversely affect a Fund, its Portfolio Companies or their respective financial performance.

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

***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; Legislative & Regulatory Enactments.*** There has recently been an ongoing outbreak of COVID-19, which the World Health Organization has declared to constitute a “Public Health Emergency of International Concern.” The outbreak of COVID-19 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 rapidly evolved over the course of the pandemic, and 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, vaccine mandates (whether broadly applicable or limited to subsets of the population, such as for certain public sector employees) 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, have had a material adverse impact on tenants, real estate lenders and commercial property owners, have created significant disruption in supply chains and economic activity and had a particularly adverse impact on transportation, hospitality, tourism, entertainment, healthcare, consumer and other industries. The extent to which the continued spread of COVID-19, (or the threat thereof) in the future will have an ongoing and/or exacerbated impact on economies and markets (and, in turn, the Fund’s investments) is uncertain and difficult to anticipate. It is likewise difficult to predict the extent to which the ripple effects of the COVID-19 pandemic will continue to be felt and adversely affect the Funds’ investments once COVID becomes less prevalent in the public.

Any public health emergency, including any new or outbreaks, including new variants of COVID-19, SARS, H1N1/09 flu, respiratory syncytial virus, or RSV, 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 investments and could adversely affect the Funds’ ability to fulfill its investment objectives.

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 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 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 like COVID-19 may have a greater impact on leveraged assets.

Any such disruptions may continue for an extended and uncertain period of time. The full impacts of this pandemic on markets, business activity and the U.S. and global economies, of potential changes in economic and fiscal policies that have been adopted in response to the pandemic or the possibility of a similar future event, price shocks and related externalities, are not yet fully identified or understood. For example, many businesses (including some Portfolio Entities) have, in response to the pandemic, transitioned to remote (or other flexible) working environments and have decided to keep such environments in place (in whole or in part) even as COVID-19 has become less prevalent, and it is not yet fully understood how the continuation of those arrangements are affecting their employee productivity levels and overall financial performance. In implementing the Funds' investment strategy, the Sponsor 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. 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 pandemic and any such public health crisis that may occur in the future, the Funds are expected to incur heightened legal expenses, which could similarly have an adverse impact to the Funds' returns. For example, 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 its Portfolio Entities. There is also a heightened risk of cyber and other security vulnerabilities during a public health emergency like COVID-19 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 United States and in many non-U.S. jurisdictions. Furthermore, a substantial proportion of the U.S. population 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% 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 and may still experience symptoms, hospitalization, or death (and be contagious to others even if asymptomatic). Furthermore, such vaccines (even among individuals who have received one or more booster vaccinations) 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 including the "delta" and "omicron" variants, and emerging variants may continue to be more transmissible or deadly than existing variants of COVID-19. Other jurisdictions are encountering similar issues with respect to COVID-19 vaccines. COVID-19 is likely to continue to affect the economy generally, and the pandemic and/or its economic impact may affect the Funds and the Funds' ability to achieve their 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 the Sponsor 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 its key persons, 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 related quarantine measures, meeting and travel restrictions.

***Russian Invasion of Ukraine/Sanctions.*** On February 24, 2022, Russian troops began a full-scale invasion of Ukraine and, as of the date of this Brochure, the countries remain in active armed conflict. Around the same time, the United States, the United Kingdom, the European Union, and several other nations announced a broad array of new or expanded sanctions, export controls, and other measures against Russia, Russia-backed separatist regions in Ukraine, and certain banks, companies, government officials, and other individuals in Russia and Belarus. The ongoing conflict and the rapidly evolving measures in response have had and could be expected to continue having a negative impact on the economy and business activity globally (including in the countries in which the Funds invest), and therefore could adversely affect the performance of the Funds' 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 the Funds and the performance of their investments and operations, and the ability of the Funds to achieve their investment objectives. Similar risks 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. Furthermore, if after subscribing to a Fund, any investor or any beneficial owner thereto is included on a list of prohibited entities and individuals maintained by a relevant regulatory and/or government entity including the Office of Foreign Assets Control or under similar European Union and United Kingdom regulations or under Cayman Islands or other applicable law, or is operationally based or domiciled in a country or territory in relation to which current sanctions have been issued by the United States, United Nations, EU, UK or the Cayman Islands) (collectively "Sanctions Lists"), Funds would likely be required to cease any further dealings with such investor until such sanctions are lifted or a license is sought under applicable law to continue dealings. For the avoidance of doubt, the Sponsor has sole discretion to determine the remedy if an investor is included on a Sanctions List and is under no obligation to seek a license or any other relief to continue dealing with such investor. Although Blackstone expends significant effort to

comply with the sanctions regimes in the countries where it operates, one of these rules could be violated by the Sponsor's or a Fund's activities or investors, which would adversely affect such Fund.

**ESG Framework Risk.** Blackstone has established a firm-wide environmental, social, and governance ("ESG") policy and related programs and procedures, including BXGA's ESG Policy and Procedures and certain Fund-specific ESG practices (collectively, the "ESG Framework") that BXGA intends to apply, as applicable, across investment consistent with and subject to its fiduciary duties and applicable legal, regulatory or contractual requirements. BXGA will endeavor to consider material<sup>1</sup> ESG factors where applicable in connection with Funds' 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 BXGA or a third-party ESG specialist 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 BXGA not to make an investment that it would have made or to make a management decision with respect to a Portfolio Entity differently than it would have made in the absence of such consideration. Additionally, ESG factors are only some of the many factors that BXGA may consider in making an investment and, depending on the nature of the investment, ESG factors may not be considered for certain investments or assets. Although BXGA considers application of the ESG Framework to be an opportunity to enhance or protect the performance of investments over the long-term, the Registrant cannot guarantee its ESG Framework, which depends in part on skill and qualitative judgments, will positively impact the performance of any individual Portfolio Entity or Fund. For the avoidance of doubt, BXGA will not subordinate investment returns or increase investment risks as a result of (or in connection with) the consideration of any ESG factors.

The materiality of sustainability risks and impacts on an individual asset or issuer and on a portfolio as a whole depends on many factors, including the relevant industry, country, asset class and investment style. In evaluating a prospective investment, BXGA often depends 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 BXGA to incorrectly identify, prioritize, assess or analyze the entity's ESG practices and/or related risks

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<sup>1</sup> As used in this instance, "material" ESG factors are defined as those factors that the Registrant determines have—or have the potential to have—a material impact on an investment's going-forward ability to create, preserve or erode economic value, including as related to environmental and social value, for that organization and its 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 US federal securities laws or any similar legal or regulatory regime globally.

and opportunities. While BXGA believes such sources to be reliable, it will neither update any such information nor undertake an independent review of any such information provided by third parties.

In addition, BXGA's ESG Framework is expected to change over time. BXGA 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 BXGA to adhere to all ESG-related 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. BXGA's ESG Framework is subject to evolving regulations and could become subject to additional regulation in the future, along with an increased risk of related enforcement. Compliance with such future additional regulation, and changing reporting frameworks and best practices, is expected in certain instances to lead to increased management burdens and costs, which has the potential to adversely affect Funds. BXGA cannot guarantee that its current approach will meet future regulatory requirements, reporting frameworks or best practices. There is also risk of mismatch between US, EU and UK initiatives relating to ESG.

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

Additionally, BXGA has established certain enterprise-level and business group-specific ESG goals and initiatives. Although the aim of these goals and initiatives 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. Further, these ESG-related initiatives and goals are aspirational and not guarantees or promises that all or any such initiatives and goals will be achieved.

***Sustainability Risks.*** Certain Funds fall within the scope of Regulation (EU) 2019/2088 of the European Parliament and of the Council of 27 November 2019 ("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 Fund may have to capture and report EU Taxonomy data in relation to investments. Certain SFDR supporting and related regulations are likely to be amended in the near to medium term and new guidance may also be issued by the European Banking Authority, the European Insurance and Occupational Pensions Authority and the European Securities and Markets Authority either collectively or separately, and/or the European Commission. These factors and events have the potential to increase related compliance and other costs which would be borne by a Fund. Compliance with frameworks of this nature will create an additional compliance burden and costs to funds and/or fund managers because of the need to collect certain information to meet the disclosure requirements.

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

There has been an increase in the frequency and sophistication of the cyber and security threats Blackstone faces, with attacks ranging from those common to businesses generally to those that are more advanced and persistent, which could target Blackstone because, as an alternative asset management firm, Blackstone holds a significant amount of confidential and sensitive information about the Funds, Other Blackstone Clients and their respective Portfolio Entities, potential investments and investors. As a result, Blackstone could face a heightened risk of a security breach or disruption with respect to this information. There can be no assurance that measures Blackstone takes to ensure the integrity of its systems will provide protection, especially because cyberattack techniques change frequently or are not recognized until successful. If Blackstone's systems are compromised, do not operate properly or are disabled, or Blackstone fails to provide the appropriate regulatory or other notifications in a timely manner,



Blackstone could suffer financial loss, business disruption, liability to the Clients, Other Clients and their respective investors, regulatory intervention or reputational damage. There is a possibility that costs related to certain cyber or other security threats or disruptions will not be fully insured or indemnified by other means.

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

Cybersecurity and data protection have become top priorities for regulators around the world. Many jurisdictions in which Blackstone operates have laws and regulations relating to privacy, data protection and cybersecurity, including, as examples the General Data Protection Regulation (“GDPR”) in the European Union and the California Privacy Rights Act (“CPRA”). In addition, in February 2022, the SEC proposed rules regarding registered investment advisers’ and funds’ cybersecurity risk management, which would require them to adopt and implement cybersecurity policies and procedures, enhance disclosures concerning cybersecurity incidents and risks in regulatory filings, and investment advisers to promptly report certain cybersecurity incidents to the SEC. If this proposal is adopted, it could increase Blackstone’s compliance costs and potential regulatory liability related to cybersecurity. Some jurisdictions have also enacted or proposed laws requiring companies to notify individuals and government agencies of data security breaches involving certain types of personal data.

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

to lose confidence in the effectiveness of Blackstone's security measures and Blackstone more generally.

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

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

## **Item 9 – Disciplinary Information**

BXGA does not have any legal, financial or other “disciplinary” event to report. As a registered investment adviser, BXGA 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 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, BXGA does not believe that any current legal proceeding or claim to which Blackstone is a party would individually or in the aggregate materially affect BXGA 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](http://www.sec.gov)) or Blackstone (<http://ir.blackstone.com/investors/annual-reports-and-sec-filings/default.aspx>), and (ii) materials made available through Blackstone’s BXAccess online portal, which is accessible to Blackstone’s limited partners for the funds in which they are invested.

## **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, BXGA, 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 limited partners should review this section and the applicable Fund's Organizational Documents carefully for additional risks and conflicts disclosure before making an investment decision.

BXGA 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 BXGA in this section will be deemed to include their respective affiliates (including the General Partners), partners, members, shareholders, officers, directors and employees. References throughout this section to "Portfolio Entity" or "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 BXGA determines in its good faith judgment constitutes an actual and/or material conflict of interest, BXGA 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 limited partners. Thereafter, BXGA will be relieved of any liability related to the conflict to the fullest extent permitted by law.

Actions that could be taken by BXGA or its affiliates to mitigate a conflict include, by way of example and without limitation, (i) if applicable, handling the conflict as described in the Organizational Documents; (ii) presenting an actual conflict of interest to an L.P. advisory committee of a Fund (an "L.P. Advisory Committee") and/or the limited partners (or representatives) of the Funds as expressly provided for in the Organizational Documents; (iii) disposing of the investment or security giving rise to the conflict of interest; (iv) appointing an independent representative (an "Independent Client Representative") to act or provide consent with respect to the matter giving rise to the conflict of interest; (v) in connection with a matter

giving rise to a conflict of interest with respect to an investment, consulting with an L.P. Advisory Committee, the limited partners (or L.P. representatives) of the Funds or Independent Client Representatives (if any) regarding the conflict of interest and either obtaining a waiver or consent from the limited partners, L.P. Advisory Committee (or L.P. representatives) or such Independent Client Representative of the conflict of interest or acting in a manner, or pursuant to standards or procedures, approved by the limited partners, L.P. Advisory Committee (or L.P. representatives) or such Independent Client Representative with respect to such conflict of interest; (vi) disclosing the conflict to the limited partners or an L.P. Advisory Committee (or L.P. representatives) (including, without limitation, in drawdown notices, distribution notices, financial statements, quarterly letters or other communications); (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 BXGA in its discretion. For the avoidance of doubt, where the consent or approval of any L.P. Advisory Committee is sought with respect to any Other Blackstone Client matter, the consent or approval of a Fund's L.P. Advisory Committee shall not be required in connection with such matter and the lack thereof shall not prevent any Other Blackstone Client from proceeding on the basis of any Other Blackstone Client L.P. Advisory Committee's consent or approval (including in circumstance in which such Fund does not similarly proceed). Conversely, to the extent the L.P. advisory committee of any Other Blackstone Client does not consent to or approve of a matter, notwithstanding the consent or approval of a Fund's L.P. Advisory Committee to such matter or the determination that such consent or approval is not necessary, the General Partner may determine not to proceed, which could result in such Fund not participating in transactions that the General Partner otherwise believes would be beneficial for such Fund.

There can be no assurance that BXGA will identify or resolve all conflicts of interest in a manner that is favorable to the Funds, and the Funds' limited partners 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) "BCEP Funds" shall be deemed to include any account, client, fund, vehicle or any other similar arrangement managed by Blackstone Core Equity Advisors L.L.C.; (b) "BCP Funds" shall be deemed to include any account, client, fund, vehicle or any other similar arrangement managed by Blackstone Management Partners L.L.C.; (c) "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.; (d) “BPP Funds” shall be deemed to include any account, client, fund, vehicle or any other similar arrangement managed by Blackstone Property Advisors L.P.; (e) “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.; (f) “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.; (g) “Tac Opps 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.; (h) “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 (“BAAM”) advisors including, but not limited to, Blackstone Strategic Capital Advisors L.L.C.; (i) “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.; (j) “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.; (k) “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 LP or its affiliated advisory entities that operate as part of the credit-focused business of Blackstone; (l) “Strategic Partners” shall mean Strategic Partners Fund Solutions Advisors L.P.; (m) “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.; (n) “Clarus” shall mean Clarus Ventures, LLC and its related vehicles/entities and successor funds (n) “BSOF” shall mean Blackstone Strategic Opportunities Fund and its related vehicles/entities and successor funds; (o) “BXMT Funds” shall mean accounts, clients, funds, vehicles or any other similar arrangements managed by BXMT Advisors L.L.C; (p) “BSCH” shall mean Blackstone Strategic Capital Holdings and its related vehicles/entities and successor funds; (q) “Horizon” shall mean Blackstone Horizon Fund and its related vehicles/entities and successor funds and (r) “BXPE Funds” shall be deemed to include any account, client, fund, vehicle or any other similar arrangement managed by Blackstone Private Investments Advisors L.L.C (“BPIA”).

***Performance-Based Compensation.*** As noted in Item 6 above, the Sponsor's performance-based compensation creates a greater incentive for the Sponsor 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 the Sponsor receives a disproportionate share of profits above the preferred return hurdle. However, the significant commitment by Blackstone to invest in the Funds (which commitment, for the avoidance of doubt, may not be allocated pro rata among the Funds) and

related guarantees and the General Partner clawback and related guarantee should reduce the incentives for the Sponsor to make more speculative investments or otherwise time the purchase or sale of investments based on considerations related to carried interest and in a manner motivated by the personal interests of Blackstone personnel. The General Partner clawback and performance-based compensation potentially creates other misalignments of interests between the Sponsor and the limited partners, such as an incentive for the Sponsor 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 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 the Sponsor 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 a limited partner from a Fund in certain circumstances, including in the event of a transfer of interests, and upon the liquidation of a Fund or as otherwise permitted by the Organizational Documents, the Sponsor may receive carried interest distributions with respect to a distribution in-kind of non-marketable securities. The amount of carried interest will be dependent on the valuation of the non-marketable securities distributed, which will be determined by the Sponsor and could incentivize the Sponsor to value the securities higher than if there were no carried interest. The Sponsor can engage a third party to determine the value of securities distributed in-kind or non-marketable securities and rely upon the third party opinion of value, but there can be no assurance such an opinion will reflect value accurately. Moreover, under the terms of the Organizational Documents, the Sponsor is entitled to elect to receive its carried interest in the form of an in-kind distribution of marketable securities, including, but not limited to, if the purpose of such election is to permit Blackstone personnel to donate such securities to charity (which may include private foundations, funds or other charities associated with any such personnel), to the extent permitted by applicable law. The tax benefit derived from charitable giving has the effect of reinforcing and enhancing the incentives otherwise resulting from the existence of the Sponsor's carried interest described above and therefore conflicts of interest may arise in making decisions on behalf of the Funds (including the timing of the disposition of investments). In addition, the Sponsor may be 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 the Sponsor 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 the Sponsor'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 Sponsor'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. In instances where a Funds' Management Fee is calculated based on invested capital (which will for the avoidance of doubt, include certain borrowings by the Funds, among other items, as indicated in the applicable Advisory Agreements) rather than capital commitments after the investment period, there may be an incentive for BXGA to defer realization of investments, make more speculative investments than it otherwise would have made if Management Fees were based on capital commitments, seek to deploy the capital commitments (and borrowings and guarantees secured by capital commitments) in investments at an accelerated pace and/or hold investments longer than it otherwise would have if Management Fees were based on capital commitments. BXGA 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 investors and extend and/or otherwise amend the "fee holiday" described in the Advisory Agreements, in its sole discretion. For purposes of the Management Fee, the calculation of a limited partner's "invested capital" following the occurrence of a management fee reduction date will include any capitalized deal-specific expenses incurred in connection with unrealized Investments. Limited partners should note that acquisition costs for unrealized Investments will include, and the Management Fee will accrue on, costs for Investments that are capitalized for GAAP purposes notwithstanding that such amounts are eligible to be treated as Fund expenses under the Organizational Documents rather than as capital contributions for the making of investments of the Funds.

**Allocation of Personnel.** The Sponsor will devote such time and attention to the Blackstone Growth Program as it determines to be necessary to conduct its business affairs in an appropriate manner. However, Blackstone personnel, including members of the BXGA Investment Committee and Pre-Investment Committee, will work on other projects, serve on other committees (including boards of directors) 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 Blackstone Growth Program investment team are also members of the Tac Opps and BPIA investment teams and will continue to serve in those roles (which may be their primary responsibility) and as a result, not all of their business time will be devoted to the Blackstone Growth Program. Certain non-investment professionals are not dedicated solely to BXGA and are permitted to work for Other



Blackstone Clients which is expected to detract from the time and attention such persons devote to BXGA. Even key personnel of the relevant Funds who devote substantially all of their time and attention to investment programs within the Blackstone Growth Program may not be devoting time predominantly, or solely, to the Funds, as the Blackstone Growth Program is one of various programs within Blackstone's private equity business, which includes the Funds, BIS, BXLS, BCP, Tac Opps and BXPE Funds, and such personnel will, in certain circumstances, also be shared with the Tac Opps, BXLS, BXPE and BCP Funds. Time spent on these other initiatives diverts attention from the activities of the Funds, which could negatively impact the Funds and limited partners. Furthermore, Blackstone and Blackstone personnel derive financial benefit from these other activities, including fees and performance-based compensation. Blackstone personnel outside the Blackstone Growth Program share in the fees and performance-based compensation from the Blackstone Growth Program; similarly, the Blackstone Growth Program personnel share in the fees and performance-based compensation generated by Other Blackstone Clients. These and other factors create conflicts of interest in the allocation of time and attention by Blackstone personnel. The Sponsor's determination of the amount of time and attention necessary to conduct the Blackstone Growth Program's activities will be conclusive, and limited partners rely on the Sponsor'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. 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 or other 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 Funds 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 may 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. Limited partners will not receive any benefit from any such investments, and the financial incentives of Blackstone personnel in such other investments could be greater than their financial incentives in relation to the Funds and may not receive notice should the Funds make investments in which such persons hold indirect interests. Although BXGA will generally seek to minimize the impact of any such conflicts, there can be no assurance they will be resolved favorably for the Funds.

Additionally, certain personnel and other professionals of Blackstone have family members or relatives that are actively involved in industries and sectors in which the Funds invest and/or have business, personal, financial or other relationships with companies in such industries and sectors (including the advisors and service providers described above) or other industries, which gives rise to potential or actual conflicts of interest. For example, such family members or relatives might be officers, directors, personnel or owners of companies or assets which are actual or potential investments of the Funds or other counterparties of the Funds and their Portfolio Entities and/or assets. Moreover, in certain instances, the Funds or their Portfolio Entities can be expected to purchase or sell companies or assets from or to, or otherwise transact with, companies that are owned by such family members or relatives or in respect of which such family members or relatives have other involvement. These relationships have the potential to influence Blackstone, including the General Partners, in deciding whether to select, recommend or create such service providers to perform services for the Funds or a Portfolio Entity (the cost of which will generally be borne directly or indirectly by the Funds or such Portfolio Entity, as applicable) and to incentivize Blackstone to engage such service provider over another 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 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 Sponsor. Limited partners rely on the Sponsor to manage these conflicts in its sole discretion.

One or more Portfolio Entities (the “Designated Portfolio Entities”) may employ certain personnel (the “Dedicated Portfolio Entity Personnel”) who devote substantially all of their business time to such Designated Portfolio Entities. Dedicated Portfolio Entity Personnel may have certain qualities of and/or may perform certain functions which were previously performed by Blackstone employees. For example, Dedicated Portfolio Entity Personnel may include a chief investment officer or another individual who will evaluate and source investments with respect to the applicable Designated Portfolio Entity. This person would be an employee of the Designated Portfolio Entity (and receive payments, including salaries, benefits and other compensation (which could include performance-based compensation) from the Designated Portfolio Entity instead of from Blackstone), but he/she could also be expected to participate in regular meetings pertaining to the Designated Portfolio Entity with Blackstone personnel. He/she could also be delegated authority by the investment committee of the Designated Portfolio Entity to make certain investment decisions or otherwise perform management functions with respect to the Designated Portfolio Entity. Dedicated Portfolio Entity Personnel may be offered the ability to invest in (or co-invest alongside) the Funds on preferential terms.

***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, and Portfolio Entities of the Funds 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 and Other Blackstone Clients or Blackstone in the ordinary course. Blackstone, the Funds, Other Blackstone Clients or their respective 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 or Blackstone seeks reimbursement from the Funds or their Portfolio Entities for such secondment costs, it could be borne directly or indirectly by a Fund or Other Blackstone Client. To the extent such fees, compensation or other expenses are borne by the Funds, 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.** BXGA, its affiliates and their personnel and related parties will receive intangible and other benefits, discounts and perquisites arising or resulting from their activities on behalf of 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 limited partners. For example, airline travel or hotel stays will result in “miles” or “points” or credit in loyalty or status programs, and certain purchases made by credit card will result in “credit card points”, “cash back” or rebates in addition to such loyalty or status program miles or points. Such benefits will, whether or not *de minimis* or difficult to value, inure exclusively to the benefit of BXGA, its affiliates or their personnel or related parties receiving them, 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, BXGA, its affiliates and their personnel and related parties, and third parties designated by the foregoing, also receive discounts on products and services provided by Portfolio Entities and customers or suppliers of such Portfolio Entities.

**Advisors, Consultants and Partners.** BXGA, its affiliates and their respective personnel and related parties engage and retain strategic advisors, consultants, senior advisors, operating advisors, industry experts, joint venture and other partners and professionals and market participants, any of whom might be current or former executives or other personnel of BXGA, its affiliates or Portfolio Entities of the Funds or Other Blackstone Clients (collectively, “Consultants”), to provide a variety of services. Similarly, the Funds, Other Blackstone Clients and their Portfolio Entities retain and pay compensation to Consultants to provide services, or to undertake a build-up strategy to originate, acquire and develop assets and businesses in a

particular sector or involving a particular strategy. Any amounts paid by the Funds or a Portfolio Entity to Consultants in connection with the above services, including cash fees, profits or equity interests in a Portfolio Entity, discretionary bonus awards, performance-based compensation (e.g., promote), retainers and expense reimbursements will be treated as 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 BXGA, be chargeable to BXGA or deemed paid to or received by BXGA, or offset or reduce any Management Fees to BXGA or be subordinated to return of the limited partner's capital. Amounts charged by Consultants will not necessarily be confirmed as being comparable to market rates for such services. In certain cases, the Consultants will receive intangible and other benefits resulting from their activities on behalf of a Fund—for example in the same way that executives from portfolio companies of Other Blackstone Clients may provide insight and/or deal origination for the benefit of the Fund, the executives of a Fund's Portfolio Entities may benefit the Consultants and/or Other Blackstone Clients. Consultants may attend events and/or meetings sponsored by a Fund Portfolio Entities and/or Other Blackstone Clients or other members of the Blackstone network, and similarly, members of the Blackstone network may attend annual meetings of a Fund and may be involved in fundraising activities on behalf of Blackstone. Moreover, in negotiating and structuring transactions with counterparties (such as investment banks, financial intermediaries and other service providers) of a Fund or Portfolio Entities, the Sponsor will generally not seek to maximize terms as if such transaction was taking place in isolation—it will be free to consider relationship, reputational and market considerations, which can in some circumstances result in a cost to the Funds (or otherwise make the terms of the transaction less favorable for the Funds). Also, Consultants (including for this purpose strategic investors described in “—Syndication; Warehousing”) often co-invest alongside the Funds in Portfolio Entities and investments of the Funds, participate in long-term incentive plans of a Portfolio Entity, and invest directly in the Funds or in vehicles controlled by the Funds, with reduced or waived management fees and carried interest, including potentially 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 and less co-investment being available to limited partners) may or may not be considered part of Blackstone's side-by-side co-investment rights, as determined by BXGA in its 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 BXGA on growth-related transactions, provides BXGA 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 BXGA 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. BXGA 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 make use of 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, as applicable, 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” or “Operating Advisor” title, will be engaged with the responsibility to source, diligence and recommend transactions to BXGA potentially on a full-time and/or exclusive basis and, notwithstanding any overlap with the responsibilities of BXGA under the Organizational Documents, 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 BXGA. 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 BXGA is limited in its ability to monitor and mitigate these conflicts. Additionally, from time to time, Consultants may 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 BXGA 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.

In addition, the Funds will, in certain circumstances, enter into an arrangement from time to time with one or more individuals (who may be former personnel of Blackstone or current or former personnel of Portfolio Entities of the Funds or Other Blackstone Clients, may have experience or capability in sourcing or managing investments, and may form a management team) to undertake a new business line or a build-up strategy to acquire and develop assets and businesses in a particular sector or involving a particular strategy. The services provided by such individuals or

relevant Portfolio Entity, as the case may be, could include the following with respect to investments of the Funds: origination or sourcing, due diligence, evaluation, negotiation, servicing, development, management (including turnaround) and disposition. The individuals or relevant Portfolio Entity could be compensated with a salary and equity incentive plan, including a portion of profits derived from the Funds or a Portfolio Entity or asset of the Funds (which may take the form of a management fee and/or profits allocation (whether paid directly to such individuals and/or to an affiliated entity controlled by such individuals)), or other long term incentive plans. Such compensation could be based on assets under management and/or a waterfall similar to a carried interest, respectively, or other similar metric, which will not be subject to the Management Fee offset. The professionals at such platform company, which in certain circumstances may include former employees or current or former senior advisors or consultants to the Sponsor, 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, Funds would initially invest capital to fund a portion of the overhead (including rent, utilities, benefits, salary or retainers for the individuals and/or their affiliated entities) and sourcing costs for such investments. Although the Sponsor is generally responsible under the Organizational Documents for certain overhead expenses and investment analysis associated with sourcing and managing investments, as well as compensation costs of investment professionals, the Fund (and indirectly the Fund investors), and not solely the Sponsor, will bear some or all of the costs of such platform companies including costs related to overhead and the sourcing, diligence and analysis of investments, as well as the compensation for the individuals and entity undertaking the new business line 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 BXGA 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 Partner has, and expects to continue into the future in certain circumstances, engage third parties as Consultants (or another similar capacity) in order to advise it with respect to existing investments, specific investment opportunities, and economic and industry trends. Such Consultants could receive reimbursement of reasonable related expenses by Portfolio Entities or the Funds and could have the opportunity to invest in a portion of the equity available to the Funds for investment which could be taken by the General Partner and its affiliates. If such Consultants generate investment opportunities on the Funds' behalf, such Consultants could 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 BXGA.

**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, Blackstone may come into possession of information that limits the Funds' ability to engage in potential transactions. Similarly, other Blackstone businesses and their personnel may be prohibited by law or contract from sharing information with BXGA 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, Other Blackstone Clients could have granted exclusivity to a joint venture partner that limits the Fund and Other Blackstone Clients from owning assets within a certain distance of any of the joint venture's assets, or Blackstone or an Other Blackstone Client could have entered into a non-compete in connection with a sale or other transaction or agreed to other restrictions that could impact the Funds' ability to consummate investments. These types of restrictions may negatively impact the ability of a Fund 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 limited partners will not receive a benefit from any fees earned by Blackstone or its personnel from these other businesses.

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



investments as a result of investment banking relationships or other relationships that Blackstone may have or transactions or investments that Blackstone may make or has made. Therefore, there can be no assurance that all potentially suitable investment opportunities that come to the attention of Blackstone will be made available to the Funds. (See “Other Blackstone Clients; Allocation of Investment Opportunities” and “Portfolio Entity Relationships Generally” herein.) The Funds may also co-invest with clients of Blackstone 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 BXGA 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.

***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 expects 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, a credit business, a secondary funds business, an infrastructure business, an insurance solutions business, a hedge fund business, a capital markets group, a life sciences business and a real estate advisory business, it is subject to a number of actual and potential conflicts of interest, greater regulatory oversight and more legal and contractual restrictions than that to which it would otherwise be subject if it had just one line of business. In addressing these conflicts and regulatory, legal and contractual requirements across its various businesses and to protect against the inappropriate sharing and/or use of information between the Funds and the other business units at Blackstone, Blackstone has implemented certain policies and procedures (e.g., Blackstone’s information wall policy) regarding the sharing of information that have the potential to reduce the positive synergies and collaborations that the Funds could otherwise expect to utilize for purposes of identifying 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 BXGA and other business units at Blackstone. For example, in some instances, personnel of Blackstone would 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 may not be able to initiate a transaction that it otherwise might have initiated and may not be able to arrange for the sale and liquidation of all or any portion of an investment that it otherwise might have purchased or sold, which could negatively affect its operations.

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 BXGA 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, energy usage, 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, including use, distribution and derived works rights over) this data and information from the Funds, Other Blackstone Clients, their Portfolio Entities and, at their discretion, investors in the Funds and investors in Other Blackstone Clients. Blackstone has entered and will continue to enter into information sharing and use, measurement and other arrangements, 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 such 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, BXGA has an incentive to pursue investments that have data and information that can be utilized in a manner that benefits Blackstone or Other Blackstone Clients. (See also "Blackstone Affiliated Service Providers" and "Data Management Services" herein.)

**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, organizing, mapping, holding, transforming, enhancing, distributing, 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 in addition to any annual flat fee paid as part of partnership expenses for data science-related services. 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, including seasoned investments and interests in Other Blackstone Clients (including their portfolio entities), from or sell investments or assets of the Funds (including their Portfolio Entities) to Fund limited partners,

Portfolio Entities of other Funds or Other Blackstone Clients, their investors or their respective related parties, including parties which such limited partners or Portfolio Entities or Other Blackstone Clients, own or have invested in. In other 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 limited partner, 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 other circumstances, where a Fund or a related party (i.e., a limited partner, Portfolio Entity of an Other Blackstone Client or an Other Blackstone Client) of the Fund holds publicly traded securities in a Portfolio Entity and the Fund or such related party has entered into a privately negotiated transaction with such Portfolio Entity, the Fund or such related party can be expected to receive (directly or indirectly) proceeds from such related party or the Fund, as applicable, upon the consummation of such privately negotiated transaction. In such circumstances, limited partners, Other Blackstone Clients, Portfolio Entities of Other Blackstone Clients or their respective related parties, could also have limited governance rights in respect of such seller or such investment or asset (including side-by-side vehicles established for Blackstone employees that invest alongside the Funds or Other Blackstone Clients). Purchases and sales, directly or indirectly, of investments or assets of the Funds between the Funds or their Portfolio Entities, on the one hand, and limited partners and/or Portfolio Entities of other Funds or Other Blackstone Clients or their investors or their respective related parties, on the other hand, are not subject to the approval of any L.P. Advisory Committee or limited partner (or L.P. representative or Independent Client Representative (if any)) except as expressly required under the partnership agreement or unless otherwise required under the Advisers Act or other applicable laws or regulations. The Funds 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 as described above (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 the Funds (or their Portfolio Entities) buys or sell assets from or to Other Blackstone Clients or when such Other Blackstone Clients provide equity or debt financing to a Fund or third party purchasers in connection with the disposition of such assets, including as a result of different financial incentives Blackstone could have with respect to a Fund 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. For example, where the Funds in anticipation of a take private transaction purchase publicly

traded securities of an issuer in which an Other Blackstone Client holds a *de minimis* interest, such take private transaction, if structured as a merger between the issuer and one or more subsidiaries of the Funds would generally not be treated as the sale of an investment in such issuer from such Other Blackstone Clients to the Funds for purposes of the Organizational Document, including in a situation where holders of the securities of the issuer automatically receive cash consideration in exchange for their interest when the merger becomes effective. There can be no assurance that any assets sold by the Funds or their Portfolio Entities to an Other Blackstone Client or Portfolio Entities thereof (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 or Portfolio Entity thereof. In addition, the Funds may “rent” a license of an Other Blackstone Client or a portfolio entity of an Other Blackstone Client or Comparable Funds, which may involve the Funds transferring Investments or assets to such licensor, for a fee. Further, a Portfolio Entity may sell its data to limited partners, Portfolio Entities of Other Blackstone Clients, or Other Blackstone Clients or their respective related parties (see also “Data” and “Data Management Services”). These transactions involve conflicts of interest, as Blackstone may 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 limited partner, 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 limited partner, 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 limited partner, Portfolio Entity of Other Blackstone Clients or any of their respective related parties as provided above. In the event Blackstone does solicit third-party bids in a sale process of any such assets, the participation of an Other Blackstone Client through the financing of a third party purchase, could potentially have a negative impact on the overall process. For example, a bidder that is not or has otherwise chosen not to work with an Other Blackstone Client for such financing, may perceive the process as favoring parties that are doing so. While Blackstone will seek to develop sale procedures that mitigate conflicts for the Funds, there can be no assurance that any bidding process will not be negatively impacted by the presence of any Other Blackstone Clients. 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.

***Blackstone's Relationship with Pátria.*** Blackstone previously owned a non-controlling equity interest in Pátria Investments Limited ("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. While the Blackstone Growth Program pursues privately negotiated equity or equity-related investments in growth-stage companies on a global basis, investors should expect that in certain circumstances, not all of the investment opportunities suitable for the Funds will be presented to the Funds. Investment opportunities that might otherwise fall within the Funds' investment objectives or strategy may be allocated to Other Blackstone Clients (in whole or in part). Further, with respect to any investment opportunities falling within a Fund's investment objectives or strategy involving interests in portfolio companies of other funds (including Other Blackstone Clients) that are the subject of a fund restructuring or similar transaction, investors in such funds can be expected to have priority rights to roll over their existing interests or otherwise reinvest in such portfolio companies (e.g., through a newly formed "continuation fund") in connection therewith, such that the Fund is not allocated all or any part of any such investment opportunity. In addition, certain Other Blackstone Clients may have investment objectives, and a history of investing in investments that are a subset of or overlap with the investment objectives of the Blackstone Growth Program, such as, but not limited to, Blackstone Tactical Opportunities Fund IV L.P. and its related vehicles and successor funds (the "Tac Opps Funds"), Blackstone Capital Partners IX, L.P. and its related vehicles and successor funds (the "BCP Funds"), BAAM Funds (including Blackstone Strategic Opportunities Fund, a fund which also participates in investments alongside other sponsors and/or funds), Blackstone Horizon Fund L.P. and its related vehicles and successor funds (the "Horizon Funds"), the Bxls Funds (as defined herein), BXPE Funds and one or more vehicles for retail investors (including Blackstone Multi-Strategy Vehicles) and certain management accounts or other investment vehicles (whether now in existence or which may be established in the future) with similar investment strategies and objectives) and may pursue investment strategies

which otherwise overlap with those of the Funds. Such Other Blackstone Clients may be sponsored and managed by BXGA or its affiliates and may participate alongside the Blackstone Growth Program with respect to investments within such shared investment objectives (which may reduce, in whole or in part, the allocation thereof to the Funds). Blackstone or its personnel may 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. It is expected that some activities (including BXi, as defined below) of Blackstone, the Funds, the Other Blackstone Clients and their Portfolio Entities will compete with other Funds and their Portfolio Entities for one or more investment opportunities that are consistent with the Funds' investment objectives and would otherwise be appropriate for the Blackstone Growth Program, and as a result such investment opportunities may only be available on a limited basis, or not at all, to a Fund. The Blackstone Growth Program operates inside the Blackstone Tactical Opportunities ("Tac Opps") business unit and will share personnel (including Investment Committee members, Pre-Investment Committee members and investment team members) and resources with Tac Opps. Tac Opps has a history of investing in growth companies and will continue to invest in such companies, which may result in the Funds participating to a lesser degree or not at all in such investments that are allocated to Tac Opps. BXGA has conflicting loyalties in determining whether an investment opportunity should be allocated to the Funds, Blackstone or an Other Blackstone Clients, and these conflicts may not necessarily be resolved in favor of the Funds. The fact that the Blackstone Growth Program and BPIA sit inside of the Blackstone Tactical Opportunities group furthers this conflict given the overlap in senior leadership. Blackstone has adopted guidelines and policies, which it can be expected to update from time to time, regarding allocation of investment opportunities.

- Overlapping Objectives and Strategies: 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 (including follow-on investments) 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 (including follow-on investments) in which they would have otherwise participated, or participated to a greater extent, had the related allocations been determined without regard to such guidelines. BXGA could also determine not to pursue opportunities as discussed below in "Certain Investments inside the Funds' Mandate that are not Pursued by the Funds", or, alternatively, could later



determine an opportunity is appropriate for the Fund after initially reviewing such opportunity for or on behalf of an Other Blackstone Client. Certain Funds could invest in the securities of publicly traded companies in which Other Blackstone Vehicles hold existing investments. Among the factors that BXGA considers in making investment allocations among the Funds and Other Blackstone Clients are the following: (i) any applicable investment strategies, investment mandates, objectives, focus, parameters, guidelines, investor preferences, limitations, guidelines and other contractual provisions, obligations and terms relating to the Funds and such Other Blackstone Clients and the duration of their respective investment periods and holding periods, (ii) available capital of the Funds and such Other Blackstone Clients, as determined by BXGA in good faith (which may take into account relative portfolio composition, anticipated co-investment and other considerations in addition to buying power), (iii) legal, tax, accounting, regulatory and other considerations deemed relevant by BXGA, including, without limitation, (iv) primary and permitted investment strategies, guidelines, liquidity positions, 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, BREDS Funds, BIP Funds, BPP Funds, Blackstone Credit Funds, Strategic Partners, BIS Funds, BAAM Funds (including Blackstone Strategic Opportunities Fund (“BSOF”)), a fund which also participates in investments alongside other sponsors and/or funds), Horizon Funds, BCP Funds, BCEP Funds, BSCH, BXLS Funds, Legacy Clarus Funds, BXMT Funds, BXPE Funds, Tac Opps Funds and certain managed accounts with similar investment strategies and objectives or other investment vehicles (whether now in existence of which may be established in future), (v) sourcing of the investment (including by a particular Blackstone business unit) and the nature and extent of involvement of the respective teams of investment professionals dedicated to the funds, (vi) the sector and geography/location of the investment, (vii) the specific nature (including size, type, amount, liquidity, holding period, remaining investment periods, anticipated maturity and minimum investment criteria) of the investment, (viii) expected investment return, (ix) risk/return profile of the investment, (x) expected leverage on the investment, (xi) expected cash characteristics (such as cash-on-cash yield, distribution rates or volatility of cash flows), (xii) capital expenditure required as part of the investment, (xiii) 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), (xiv) 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), (xv) avoiding allocation that could result in *de minimis* or odd lot investments, (xvi) co-

investment arrangements, (xvii) anticipated tax treatment of the investment, (xviii) timing expected to be necessary to execute an investment, and (xix) other considerations deemed relevant by BXGA in good faith. Moreover, under certain circumstances, investment opportunities sourced and/or identified by the Blackstone Growth Program and that fall within the Blackstone Growth Program's investment strategy and objective may be allocated in whole or in part to Blackstone, Portfolio Entities of a Fund, 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 limited partners.

Investment opportunities that BXGA makes 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 BXGA, 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.

In connection with the Funds' investment activities, the BXGA Investment Committee (or a sub-committee thereof) generally reviews and approves potential investments. The allocation of investment opportunities among the Funds and the Other Blackstone Clients is initially formulated by an allocation committee comprised of the Tac Opps Chief Operating Officer and BXGA Chief Compliance Officer as well as representatives of Institutional Client Solutions, Operations and Legal and Compliance (the "Allocation Committee"). The Allocation Committee meets and prepares recommendations for the allocation of each transaction to present to the Investment Committee (or a sub-committee thereof) for approval. There is no guarantee that the Allocation Committee will recommend an allocation of any potential investment to the Funds. All or a portion of certain investments may be allocated to Blackstone and Other Blackstone Clients, and

Other Blackstone Clients may have primary contractual investment mandates that grant exclusive or priority allocation rights over certain investments made by the Funds.

- Comparable Funds: The Funds will be operated as part of the Blackstone Growth Program, which is expected to be composed of the Funds and may include a number of Comparable Funds alongside which the Funds will generally participate in investments. As part of the Blackstone Growth Program, the Sponsor and its affiliates may close on one or more new private investment vehicles (including one or more managed accounts (or other similar arrangements, including those that may be structured as one or more entities) for the benefit of one or more specific investors (or group of specific investors)) having the same or similar investment objectives as the Funds (i.e. having as their primary objective the making of multiple privately negotiated equity or equity-related investments in private securities of growth-stage companies alongside the Funds) and having terms as determined by the Sponsor in its sole discretion and such Comparable Funds are expected to generally invest alongside such Fund. The Sponsor and its affiliates may in their discretion accept capital commitments from investors in Comparable Funds while designating all or only a portion of such capital commitments as “available” or “active” at any time, such that only the “available” or “active” portions of capital commitments will be taken into account for purposes of allocating investments amongst the Funds. Comparable Funds may be established for investors that are affiliates of Blackstone, including Other Blackstone Clients (such as the BTAS Funds, BXPE Funds, Blackstone Harrington Partners L.P., Blackstone Insurance Solutions and Strategic Partners funds). To the extent that an investment falls within the investment objectives of certain Funds (including such Comparable Funds) and such Funds invest in such investment, then such Investment is expected to be allocated among the Funds based on their relative available capital taking into account the remaining investment periods of such Funds, subject to the investment limitations and terms of such Funds, legal, regulatory, tax, accounting and other considerations, including any investment preferences (including over- or under-weighting certain assets classes or sectors, incorporating a geographic focus or limitations, target size of the investment and/or risk / return profile preference) articulated in advance by one or more investors in such Funds and other considerations (including the availability of any credit facility and the allocation considerations described above). For purposes of determining “available capital”, in certain circumstances the Sponsor expects to formulaically take into account the remaining duration of each account’s investment period. Under this allocation methodology, capital deployment is allocated by calculating each account’s available capital, which is then weighted by the remaining time in each account’s investment period. The “weighting factor” is expected to be calculated by dividing the account’s available capital by the percentage of days left in the account’s investment period. While the Sponsor will seek to allocate investments among the Funds,

it is acknowledged and agreed that certain Comparable Funds may not necessarily participate in each investment as a result of legal, tax, regulatory or other considerations, which will from time to time result in an increase in the other Funds' allocable share of such investment. The Sponsor and its affiliates may adopt policies and procedures to promote diversification (or other portfolio allocation and management considerations) and/or generally limit a Fund's investment to a certain percentage of commitments (or of the relevant investment) below the contractual diversification limit for such investment (e.g., 20%). In connection with the Funds' participation in investments as part of the Blackstone Growth Program, the Funds may from time to time make investments in or relating to Portfolio Entities of the Blackstone Growth Program (including, for example, investments that represent follow-on investment opportunities relating to such Portfolio Entities) where the Sponsor determines that doing so is appropriate for the Funds under the circumstances, taking into account the allocation considerations described above. In addition, the Sponsor shall determine in good faith whether any investment opportunity is a follow-on investment, and certain opportunities related to existing Investments may be deemed to be new investment opportunities, in which such opportunities will be allocated accordingly, and therefore the Fund may not participate in all investment opportunities related to existing Investments. Relatedly, Comparable Funds or successor funds to the Funds may make investments in or relating to Portfolio Entities of the Funds. Any follow-on investments are expected to be allocated first among the Funds participating in the investment giving rise to the follow-on opportunity pro rata based on their invested capital in such investment, up to the amount of any specific reserves taken by such vehicle in respect of such investment at the time it was made or otherwise prior to the end of the investment period, subject to legal, regulatory, tax, accounting and other similar considerations (the portion of any such follow-on investment in excess of such reserves may be allocated to Comparable Funds, Other Blackstone Clients and/or third parties on any other basis that the Sponsor determines appropriate in its discretion (which may result in a Fund not participating in all or a portion of such follow-on investment opportunity or in a larger portion of such follow-on investment opportunity), which may result in such Fund's interest in such investment being diluted).

The Sponsor or an affiliate may agree with one or more investors in certain Funds (or Other Blackstone Clients) to seek for such Funds (or Other Blackstone Clients) to qualify as "venture capital operating companies" within the meaning of United States Department of Labor regulations. As a result, such Funds (or Other Blackstone Clients) may invest in and divest from certain investment opportunities alongside the other Funds at different times or on different terms (including by way of a syndication from the other Funds), and may not participate in a substantial portion of investment opportunities alongside the other Funds, and therefore the other Funds will be allocated a larger portion

of such opportunities (and consequently bear a greater share of expenses and liabilities related thereto) than would otherwise be the case. In connection with the foregoing, BXGA may negotiate or assign certain management rights with respect to a Portfolio Entity (including the right to appoint a board member or observer seat) to such Funds or Other Blackstone Clients, as opposed to the Funds and Other Blackstone Clients as a whole. Certain investment vehicles, managed accounts or similar arrangements may have attributes of a “Comparable Fund” (e.g., because their investment strategy overlaps with that of the Funds) but the General Partner may nonetheless determine not to designate such vehicle a Comparable Fund for purposes of the Organizational Documents.

In addition to different investor preferences, potential investors should also note that the terms of the Comparable Funds (including with respect to the economic terms such as management fees and carried interest and the calculations, timing and amount thereof, investment limitations, co-investment arrangements, geographic and/or sector focus/limitations, veto rights with respect to investments, diversification parameters and any governance rights, reporting rights or information rights afforded to limited partners of such Funds and other matters) may materially differ, and may in some instances be materially more favorable to the limited partners of such Funds than the terms of other Funds. Such different terms will from time to time create potential conflicts of interests for the Sponsor or its affiliates, including with respect to the allocation of investment opportunities and may otherwise impact the calculation and presentation of investment returns. In particular, the existence of different rates of carried interest may create a potential conflict of interest for the Sponsor in connection with the allocation of investment opportunities.

In addition, in connection with the Funds’ participation in the Blackstone Growth Program, it is understood and/or agreed, for the avoidance of doubt, that the Funds may from time to time participate in investments in or relating to Portfolio Entities of Blackstone (including BXi), Other Blackstone Clients, the predecessor fund of a Fund, the Comparable Funds (whether now in existence or subsequently established) and that any successor fund of a Fund may also participate in investments relating to Portfolio Entities in which the Funds and the Comparable Funds may have an investment (or vice versa), including, for example, investments in or relating to Portfolio Entities that represent “platform” investments where additional opportunities to invest are made available to the Blackstone Growth Program where BXGA and/or its affiliates determine that doing so is appropriate under the circumstances. Additionally, such related portfolio entities may be managed together (including, for example, the use of the same third-party manager(s) or service provider(s)) or otherwise operated as part of the same “platform”, combined and/or otherwise sold together as a part of a single transaction or series of related

transactions. Such arrangements may result in the Funds' interests in any such investments being subject to dilution and may give rise to other significant risks and conflicts of interest and there can be no assurance that the Funds will not be adversely affected by such arrangements. For example, the Funds, any such platform entities, portfolio entities and other vehicles or entities in which one or more affiliates of Blackstone hold an interest (including, but not limited to, other Funds, Other Blackstone Clients and their affiliates) may engage in activities that compete with those of the Funds and otherwise make investments of a type that would be suitable for the same. Such activities may result in allocations of investment opportunities to any such "platform" entities, permanent capital vehicles, accounts or other entities controlled by or in which an affiliate of Blackstone holds an interest and consequently may result in the Funds not participating (and/or not participating to the same extent) in certain investment opportunities in which it would have otherwise participated. Similarly, subject to the express limits (if any) in the Organizational Documents, the Funds may from time to time invest in portfolio entities in which Other Blackstone Clients (including portfolio entities of a Fund's predecessor and/or other Funds) and/or Blackstone have pre-existing investments. For example, Blackstone, through Blackstone Innovations (BXi), frequently makes minority investments in early-stage companies, and the Funds may later also invest in one or more such companies. Additionally, portfolio entities of a Fund's predecessor and/or the Comparable Funds and/or Blackstone may raise additional capital in the future at a time when those funds do not have sufficient reserves to take their pro rata share of such capital raise, and in such instances the Funds may take any amount that those funds are unable to participate in. Given the potential benefits to BXi, a Fund's predecessor and/or the Comparable Funds, and/or Blackstone and/or such Other Blackstone Clients (including, for example, higher valuations on its investment, the potential receipt of proceeds from the Funds' investment or, if the company is distressed, the potential for additional financial support), the Sponsor may be incentivized to cause the Funds to invest in such companies and there can be no assurances that the related conflicts of interest (including as it relates to the valuation at which the Funds invest) will be resolved in a manner favorable to the Funds. In instances where the Funds invest at a significantly higher (or lower) valuation than BXi, a Fund's predecessor and/or other Funds, and/or Blackstone and/or such Other Blackstone Clients, the Funds and such other vehicle(s) will potentially have conflicting interests in the event the value of the company declines (or increases) following the time of the Funds' investment (see – "Liability Arising From Transactions Entered into Alongside Other Blackstone Clients" for additional information). Additionally, the Funds, BXi and such Other Blackstone Clients will generally have different investment periods or expiration dates and/or investment objectives (including return profiles), which differences may be heightened as a result of their

investments being made at different times and valuations from the Funds, and Blackstone, as a result, may have conflicting goals with respect to the price and timing of disposition opportunities. As such, the Funds and/or such other parties may dispose of any such shared investment at different times and on different terms. Except as expressly provided in the Organizational Documents, consent of the L.P. Advisory Committee or the limited partners is not required in connection with such investments in which Blackstone or Other Blackstone Clients has a pre-existing interest.

- Certain Investments Inside the Funds' Mandate that are not Pursued by the Funds: Certain Other Blackstone Clients may contractually or legally limit the investment opportunities available to the Funds. For example, certain Other Blackstone Clients may agree with investors that co-investment opportunities first be offered to the investors in such product prior to any such opportunity being offered to the Funds. In particular, control investments where the amount available for common or preferred equity investment by the Sponsor (and Other Blackstone Clients, if appropriate) would be in excess of a specified amount will be presumptively allocated to the BCP Funds as a result of its contractual priority thereto. Additionally, the Horizon Funds seek to access growth equity in late-stage private companies, capital market transactions, and growth companies with what Blackstone believes are depressed prices in the public markets, which is expected to overlap with the investment objective of the Funds. As a result of the foregoing, the Funds will not necessarily receive an allocation of each investment opportunity within its mandate. To the extent such Other Blackstone Clients elect not to invest in such investment opportunity (or elect to invest in only a portion of such opportunity), such investment opportunity (or the remainder of such investment opportunity) may be allocated to the Funds. In addition, as a general matter, it is expected that Blackstone's Private Equity business will receive priority over most control equity opportunities. 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, joint venture partners, related parties or third parties, and such parties may pursue such opportunity. 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 Sponsor believes to be the case. In any event, there can be no assurance that the Sponsor's 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 Sponsor. In some cases, Blackstone earns greater fees when Other Blackstone Clients participate alongside or instead of a Fund in an investment.

- Financial Compensation to Allocate Investment Opportunities to Other Blackstone Clients: When BXGA determines 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 BXGA personnel) can be expected to receive compensation from the Other Blackstone Clients, including BSOF and BXPE Funds, whether or not in respect of a particular investment, including an allocation of carried interest or referral fees or revenue share, and any such compensation could be greater than amounts paid by a Fund to BXGA. As a result, there is an incentive for BXGA (including BXGA personnel who receive such compensation) to allocate investment opportunities away from such Fund to or source investment opportunities for Other Blackstone Clients, which could result in fewer opportunities (or reduced allocations) being made available to the Fund or to the investors in the Fund as co-investment. In addition, in some cases Blackstone can be expected to earn greater fees when Other Blackstone Clients participate alongside or instead of a Fund in an investment. For example, BSOF, a multi-strategy hedge fund focused on sourcing, diligencing, and executing special situation investments, pursues investments across asset classes and geographies, operating under a flexible, opportunistic mandate which is expected to overlap with the investment objective of the Funds and the Blackstone Growth Program. Blackstone, including the Blackstone Growth Program and its personnel, expects to receive compensation, including an allocation of carried interest and/or referral fees, as a result of certain investment allocation-related arrangements with BSOF and certain Other Blackstone Clients and any such compensation could be greater than amounts paid by the Funds to the Sponsor and may result in investments that fit within the primary investment mandate of the Funds being wholly or partially allocated to one or more Other Blackstone Clients, including BSOF.
- Basis for Investment Allocation Determinations: BXGA makes good faith determinations for allocation decisions based on expectations that will, in certain circumstances, prove inaccurate and such determinations require it to make subjective judgments regarding application of the guidelines and arrangements described herein. Information unavailable to BXGA, or circumstances not foreseen by BXGA at the time of allocation, may cause an investment opportunity to yield a different return than expected. For example, an



investment opportunity that BXGA determines to be consistent with the return objectives of a Tac Opps fund rather than the Funds may not match BXGA's expectations and underwriting and generate an actual return that would have been appropriate for the Funds. Conversely, an investment that BXGA expects 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 BXGA 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, BXGA 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. BXGA 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 a number of factors, including (but not limited to) (i) changes in available capital (taking into account changes in capital commitment subscriptions, transfers, deployment of capital, reserves for future investments among other factors) and (ii) prevailing concentration limits in respect of sector, industry, geographic region or markets in question. 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, BXGA 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 BXGA 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 BXGA in respect of such investment opportunity. In such circumstance, BXGA could determine to reallocate all or any portion of any such investment opportunity from a Fund to such Other Blackstone Client (or vice versa) (such fund from which an investment opportunity is being reallocated, a "Reallocating Fund"), including in circumstances where such Reallocating Fund has entered into an exclusivity arrangement or other binding agreement with one or more third parties (any such reallocated investment opportunity, a "Reallocated Investment"). In such cases, if the non-Reallocating Fund agrees to pursue the investment, Blackstone will determine, in its sole discretion, whether and to what extent the non-Reallocating Fund will reimburse the

Reallocating Fund for any deferred acquisition costs (including non-refundable or refundable deposits, breakage fees, due diligence costs and other fees and expenses) incurred by the Reallocating Fund relating to such Reallocated Investment, and any such reimbursement would be made without the consent of the L.P. Advisory Committee, the limited partners, or otherwise, as applicable.

- Investment alongside Other Blackstone Clients: The Funds will also invest alongside other Funds and/or 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 Blackstone Clients. To the extent a Fund jointly holds 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 Fund, such other Fund and such Other Blackstone Client with respect to the timing and manner of disposition of opportunities. For example, Blackstone Multi-Strategy Vehicles (as defined and described below) that invest alongside the Funds are expected to have terms that will differ significantly from some or all of the Funds and therefore are expected to result in such conflicts of interest. In order to mitigate any such conflicts of interest, a Fund may recuse itself from participating in any decisions relating or with respect to the investment by such Fund or the Other Blackstone Client. If the Other Blackstone Client maintains voting rights with respect to the securities it holds, or if such Fund does not recuse itself, Blackstone may be required to take action where it will have conflicting loyalties between its duties to such Fund and such Other Blackstone Clients, which may adversely impact such Fund. Even if the Funds and such Other Blackstone Clients (including 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 funds 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, Blackstone and such other Funds and Other Blackstone Clients). 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 furtherance of the above, a Fund may pursue investments in property technology companies which, may include but is not limited to building and tenant management platforms, virtual home and office tour and appraisal platforms, neighborhood or building social networking platforms, iBuying platforms, next generation

construction management platforms and materials, and security and smartbuilding platforms. While such investments are not expected to represent a substantial portion of a Fund's portfolio, to the extent the Fund pursues such investments, it is expected that such investment opportunities will initially be shared between the Fund and one or more Blackstone sponsored real estate funds at BXGA's discretion, taking into account allocation considerations described above (including, for the avoidance of doubt, available capital and the concentration and risk considerations of the investment committees of such funds). Such sharing is expected to comprise of annual vintages, with annual allocations as between such Fund and the applicable real estate fund set by BXGA in its sole discretion at the beginning of each such annual vintage (e.g., such Fund and the current real estate fund may form one "vintage" with a specific sharing allocation for one annual period and subsequently form a new "vintage" with a different specific sharing allocation for the following annual period). The determination as to whether an investment is in a growth stage property technology company is largely subjective and can evolve with market practice. Blackstone will have significant discretion in determining what constitutes such investment which includes the possibility that certain investment opportunities that are initially considered to be at a growth stage could later be re-characterized (or vice versa). See also "—Liability Arising From Transactions Entered into Alongside Other Blackstone Clients" and "—Broken Deal Expenses". In addition, investments alongside Other Blackstone Clients in public securities may also result in conflicts of interest that do not apply to other joint investments. Following an IPO or subsequent public offering of a Portfolio Entity in which the Funds and any Other Blackstone Client hold an investment or otherwise if at any time the Funds and an Other Blackstone Client both hold public securities in the same Portfolio Entity, the Funds and such Other Blackstone Client are generally permitted to exit such public securities at different times and on different terms through sales on the public markets. Blackstone may reach different conclusions for each such vehicle on the decision of whether, when and at what price to sell such securities based on the different expiration dates and/or investment objectives of the Funds and such Other Blackstone Clients or for other reasons, and this may result in Other Blackstone Clients exiting earlier or at a higher price than the Funds (or vice versa). It is also possible that the Funds and/or Other Blackstone Client will buy certain investments or assets at or about the same time that one or more other Funds and/or 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 investors or to obtain

any consent or approval from the applicable 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.

- Investment alongside Blackstone Affiliates: 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 (including, without limitation, executives, founders and entrepreneurs relating to the Funds' strategy and/or investments) of Blackstone, including in certain circumstances, Other Blackstone Clients) will be permitted, and is expected, to make investments alongside the Funds up to a maximum specified percentage of the total investment amount through Blackstone's side-by-side investment rights. In addition, subject to the terms of the Organizational Documents, the Sponsor 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 and/or other key advisors/relationships of Blackstone (including, without limitation, executives, founders and entrepreneurs) actively involved in one or more Portfolio Entities to participate in these side-by-side rights on an investment by investment basis. The Sponsor intends to limit participation by any such professionals to investments involving Portfolio Entities with respect to which the Sponsor expects in good faith that such persons will be materially involved following the consummation of such investment. Such side-by-side 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 investment rights. Blackstone generally receives no fees in relation to side-by-side investments, but will often receive additional income in fees and performance compensation from Other Blackstone Clients, including BXPE Funds, in connection with such investments. Additionally, Other Blackstone Clients and former Blackstone employees and professionals (and their relatives and related endowment funds) will be permitted (or have the preferred right), and are expected, to participate in Blackstone's side-by-side co-investment rights (and may be allocated a substantial portion of Blackstone's side-by-side co-investment rights (and in some cases, a majority)). In particular, the BTAS Funds and BXPE Funds, which invest in, or alongside, multiple Blackstone funds, will participate in investments alongside the Funds pursuant to Blackstone's side-by-side co-investment rights. Blackstone Multi-Strategy Vehicles are also permitted to participate in Blackstone's side-by-side co-investment rights. In both such cases (as well as other instances in which Other Blackstone Clients participate in Blackstone's side-by-side co-investment rights) Blackstone would be eligible to receive fees and carried interest from the investors in such vehicles (as determined in Blackstone's sole discretion). Additionally, the BTAS Funds and BXPE Funds may

participate in investments alongside the Fund through one or more Comparable Funds. 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 such Other Blackstone Clients (including BTAS and BXPE). 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.

The BTAS Funds and BXPE 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 and BXPE 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 investments that are also appropriate for the Funds. While such opportunistic investments are expected to represent a small portion of the overall portfolio allocation of the BTAS Funds and BXPE Funds (or any similar future Blackstone investment program), the BTAS Funds and BXPE Funds may 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 herein), which will from time to time result in the BTAS Funds and BXPE Funds (or any similar future Blackstone investment program) receiving a share of a substantial portion of investments by the Funds. The overlapping objectives of the BTAS Funds and BXPE 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.

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 (including the BXPE Funds, "Blackstone Multi-Strategy Vehicles"), and the foregoing generally apply to the activities of Blackstone Multi-Strategy Vehicles as well. For example, Blackstone intends to establish one or more retail private equity vehicles, including multi-strategy vehicles and the BXPE Funds, which are expected to invest in or alongside the Funds, Other Blackstone Clients and investment funds, vehicles or accounts managed by Blackstone affiliates and third parties and in other appropriate investment opportunities selected by BPIA, the

investment adviser to the BXPE Funds. The BXPE Funds will seek to provide access to and leverage the talent and investment capabilities of Blackstone's private equity platform to create a portfolio of diversified, alternative investments. The key strategies of such platform include buyouts, opportunistic investments, income-oriented investments, secondaries and growth equity. Blackstone expects to establish other multi-strategy vehicles in the future. Blackstone Multi-Strategy Vehicles that include Blackstone Growth within their investment objectives are expected to invest generally alongside the Blackstone Growth Program and other included Blackstone strategies when the Blackstone Growth Program and/or the other included Blackstone strategies determine there is additional capacity available in such investments, taking into account the factors outlined above and those specified in "Co-Investment Opportunities" with respect to considerations regarding the allocation of co-investment opportunities. Additionally, Blackstone Multi-Strategy Vehicles are expected to invest alongside the Blackstone Growth Program 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 Blackstone Growth Program), including through participation in Blackstone's side-by-side investment program, and any such methodology will be subject to adjustment on both a case-by-case and general basis from time to time (and no Blackstone Multi-Strategy Vehicle shall be deemed a "Comparable Fund", and any amounts allocated from time to time thereto will not in any way be included in limitations on funds raised for the Blackstone Growth Program 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 Multi-Strategy Vehicles. It is generally expected that such Multi-Strategy 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 BXPE Funds) may also be allocated certain investment opportunities (in whole or in part) in lieu of the Blackstone Growth Program on a case-by-case basis. See above with respect to certain factors the Sponsor may consider with respect to any allocation determinations, and “Co-Investment Opportunities” with respect considerations regarding the allocation of co-investment opportunities. Such vehicles may also be allocated co-investment opportunities alongside the Blackstone Growth Program (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 Blackstone Multi-Strategy Vehicles (or Other Blackstone Clients) may be regulated under the Investment Company Act of 1940, as amended (the “Investment Company 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 Investment Company 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, subject to applicable law, 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 Sponsor 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 relevant 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 a Fund 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 Blackstone Growth within their investment objective and invest alongside the Funds programmatically. The rules promulgated by the SEC under the Investment Company 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 Blackstone Growth 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.



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 an Other Blackstone Clients, including the BTAS Funds and BXPE Funds. 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.

Furthermore, the Blackstone Life Sciences private investment platform ("BXLS") was initiated with Blackstone's acquisition in November 2018 of Clarus, which sponsors and manages funds, vehicles and accounts ("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 (the "BXLS Funds") whose investment objective is largely consistent with that of the Legacy Clarus Funds. While the investment strategy of the Funds would not typically include Defined Exit Investments, the Legacy Clarus Funds have made in the past and the BXLS Funds are expected to make in the future certain growth investments in clinical stage biopharmaceutical businesses and it is possible that certain of those investment opportunities (or other investment opportunities within the investment objectives of the BXLS Funds) may fit within, or overlap with, the investment objectives of the Funds and such investment opportunities may be allocated in whole or in part to such other funds and may result in the Funds participating less or not participating at all in such investment opportunities. None of the Legacy Clarus Funds, the BXLS Funds or their respective successor funds will be considered "Comparable Funds" for purposes of the Organizational Documents.

Blackstone has also entered into an investment management arrangement whereby it provides investment management services (including sourcing, diligence and underwriting and other similar services) for compensation (which, for example, may be in the form of a management fee, incentive fee, incentive allocation, carried interest or other form of management promote) to insurance companies including (i) Everlake Life Insurance Company and certain of its affiliates ("Everlake") and (ii) the insurance companies comprising American International Group Inc.'s life and retirement business ("AIG L&R"). In connection with providing such services, insurance companies or their affiliates or subsidiaries will likely invest from time to time in the Funds and/or Other Blackstone Clients. As of the date hereof, Everlake is a Portfolio Entity of Other Blackstone Clients, which involve investments across a variety of asset classes (including investments that may otherwise be appropriate for the Funds), and Blackstone has acquired a 9.9%

equity interest in the parent company of AIG L&R. As a result, in addition to the compensation Blackstone receives for providing investment management services to insurance companies in which Blackstone 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 and other types of 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 the counterparties to such investment management arrangements or other vehicles/accounts to the extent the economic arrangements related thereto are more favorable to Blackstone relative to the terms of the Funds. The Funds and the investors will not share in any of the compensation provided to Blackstone in connection with such investment management arrangements, including from Portfolio Entities of the Funds.

***Holding Entities and Tracking Interests.*** BXGA 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 successor 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 a Fund does 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 such Funds would be specifically attributed to such 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 such Funds would be deemed for purposes of the Organizational Documents 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 such Fund. For example, liabilities could arise in relation to a specific investment held indirectly through such holding entity by an Other Blackstone Client, but not the Fund, and a counterparty could seek recourse against the holding entity from a different investment that is held indirectly through such holding entity by the Fund, but not the Other Blackstone Client. A Fund's investment made through such a holding entity will therefore be subject to risks by virtue of other investments owned by the holding entity in which the Fund does not have a tracking interest, and such risks would not be present if separate holding entities were used for the separate investments made

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

***Allocation of Portfolios.*** Blackstone will, in certain circumstances, have an opportunity to acquire a portfolio or pool of assets, securities and instruments that it determines should be divided and allocated among the Funds and Other Blackstone Clients. Such allocations generally would be based on Blackstone's determination of, among other things, the expected returns and risk profile of each of the assets and in any such case the combined purchase price paid to a seller would be allocated among the multiple assets, securities or instruments based on a determination by the seller, by a third-party valuation firm and/or by BXGA and its affiliates. For example, some of the assets in a pool may have an opportunistic return profile, while others may have a lower return profile not appropriate for the Funds. Also, a pool may contain both debt and equity instruments that Blackstone determines should be allocated to different funds. In all of these situations, the combined purchase price paid to a seller or received from a buyer would be allocated among the multiple assets, securities and instruments in the pool and therefore among the Funds and Other Blackstone Clients acquiring or selling any of the assets, securities and instruments, in accordance with the allocation of value in respect of the transaction (e.g., accounting, tax or different manner), although Blackstone could, in certain circumstances, allocate value to a Fund and such Other Blackstone Client on a different basis than the contractual purchase price. Similarly, there will likely be circumstances in which the Funds and Other Blackstone Clients will sell assets in a single or related transactions to a buyer. In some cases a counterparty will require an allocation of value in the purchase or sale contract, though Blackstone could determine such allocation of value is not appropriate and should not be relied upon. Blackstone will generally rely upon internal analysis to determine the ultimate allocation of value, though it could also obtain third-party valuation reports. Regardless of the methodology for allocating value, Blackstone will have conflicting duties to the Funds and Other Blackstone Clients when they buy or sell assets together in a portfolio, including as a result of different financial incentives Blackstone has with respect to different vehicles, most clearly when the fees

and compensation, including performance-based compensation, earned from the different vehicles differ. There can be no assurance that an investment of the Funds will not be valued or allocated a purchase price that is opportunistic 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 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 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 BXGA may be unaware of an Other Blackstone Client's participation or the size of the Other Blackstone Client's investments, as a result of information walls or otherwise). There are generally 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 the 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. Except to the extent expressly subject to the Management Fee offset provisions of the Organizational Documents, the limited partners will in no way receive any benefit from fees paid to BXGA or its affiliates from a Portfolio Entity in which any Other Blackstone Client also has an interest (including, for greater certainty, any fees BXGA or its affiliates received as a result of the provision of services by such affiliates). In addition, under certain circumstances, the Funds 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 the Funds' affiliation with Other Blackstone Clients that own different interests in such Portfolio

Entity. While the Sponsor will seek, where applicable to have a third party exercise rights on behalf of the Funds 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 the Funds own or acquire the entirety of the relevant instrument or tranche), and in such circumstances the absence of any such third party could adversely affect the Funds 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 limited partners will in no way receive any benefit from fees paid to BXGA or its affiliates from a Portfolio Entity in which any Other Blackstone Client also has an interest (including, for greater certainty, any fees Blackstone received as a result of the provision of services by such affiliates).

With respect to debt securities acquired or sold in a secondary transaction or syndication between Other Blackstone Clients and a third party in particular (following the issuance or origination of any financing or refinancing), such investments and transactions will give rise to potential or actual conflicts of interest, and BXGA and/or such Other Blackstone Clients may determine that no mitigation of such potential or actual conflicts of interest is required. There can be no assurance that any conflict will be resolved in favor of the Funds.

***Simultaneous Transactions.*** There may be instances where Blackstone negotiates transactions with counterparties that involve a Fund, an Other Blackstone Client and/or Blackstone in different capacities. For example, a Fund may sell or purchase an interest in a portfolio company to a counterparty (such as another sponsor's fund), while the same counterparty acquires or sells an interest in a portfolio company 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 applicable Fund 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/or such Fund 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). BXGA requests in the ordinary course proposals from lenders and other sources to provide financing to the Funds and their Portfolio Entities. BXGA takes into account various facts and circumstances it deems relevant in selecting financing sources, including whether a potential lender has expressed an interest in evaluating debt financing opportunities, whether a potential lender has a history of participating in debt financing opportunities generally and with Blackstone in particular, the size of the potential lender's loan amount, the timing of the relevant cash requirement, the availability of other sources of financing, the creditworthiness of the lender, whether the potential lender has demonstrated a long-term or continuing commitment to the success of Blackstone and its funds, and such other factors that Blackstone deems relevant under the circumstances. The cost of debt alone is not determinative.

Debt financing to the Funds and their Portfolio Entities is expected to be provided, from time to time, by limited partners, other Funds, Other Blackstone Clients (such as the Blackstone Credit Funds, BREDS Funds and BXMT Funds) and investors therein, their Portfolio Entities and other parties with material relationships with Blackstone, such as shareholders of and lenders to Comparable Funds, 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 limited partner, 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, a Fund or a Portfolio Entity could also occupy a different position in the capital structure than a limited partner, 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, BXGA 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 BXGA could instead rely on its own internal analysis, which BXGA believes 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 the Other Blackstone Client had not participated; it is also possible that the frequent participation of Other Blackstone Clients in such syndicates could dampen interest among other potential financing providers, thereby lowering demand to participate in the syndicate and increasing the financing costs to the Funds. Blackstone does not believe either of these effects is significant, but no assurance can be given to limited partners that these effects will not be significant in any circumstance. BXGA will not be required to obtain any consent or seek any approvals from the limited partners, the Independent Client Representative (if any) or the L.P. Advisory Committee in the case of any of these conflicts.

Blackstone could cause actions adverse to a Fund to be taken for the benefit of Other Blackstone Clients or other Funds that have made an investment more senior in the capital structure of a Portfolio Entity than such Fund (e.g., provide financing to a Portfolio Entity, the equity of which is owned by such Fund) and, *vice versa*, actions will, in certain circumstances, be taken for the benefit of such Fund and its Portfolio Entities that are adverse to Other Blackstone Clients or other Funds. 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 such Fund or relevant Other Blackstone Client or other Funds (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 such Fund or relevant Other Blackstone Client or other Funds (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 such Fund or relevant Other Blackstone Client or other Funds (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 acquires all or substantially all of a relevant instrument, tranche or class of securities.

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

In certain circumstances, the Funds 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 the Funds. 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 Sponsor in its sole discretion, and may involve a client initially acquiring all or substantially all of an instrument or relevant tranche or class of securities with a view towards syndication. In any such circumstance, third parties may not be available for purposes of mitigating any potential conflicts of interest (as described above) and the Other Blackstone Client and/or Blackstone itself may receive compensation for providing such financing and/or commitment (including ticking or commitment fees), which fees will not be shared with and/or otherwise result in an offset of management fees payable by any investor. The conflicts applicable to Other Blackstone Clients who invest in different securities of Portfolio Entities will apply equally to Blackstone itself in such situations. (See also “Securities and Lending Activities” and “Syndication; Warehousing” herein.)



In addition, conflicts can also be expected to arise in determining the amount of an investment, if any, to be allocated among potential investors and the respective terms thereof.

In addition, the Organizational Documents allow the General Partners or their affiliates to lend funds to the Funds, which advances will accrue interest comparable to those received by a third party in an arm's length transaction and will be repaid from capital contributions or other funds of the Funds, subject to the limitations therein. If the Sponsor or any of its affiliates lends funds to the Funds, the terms of such lending will be disclosed to an L.P. Advisory Committee or limited partners generally if the accrued interest thereon is allocated to the limited partners, provided that such disclosure is not required for (i) advances for partnership expenses in the ordinary course and/or (ii) borrowings by a Fund under any credit facility with an affiliate of the General Partner with respect to the Blackstone Growth Program to the extent the Fund is joined as a borrower thereunder, which, in each case, are acknowledged and consented to in advance by the limited partners.

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 limited partner or an affiliate to the Funds or a Portfolio Entity is not a capital contribution to the Funds and does not reduce the unpaid capital commitment of such limited partner. To the extent any limited partner (or any limited partner in any other Funds or Other Blackstone Client) or any of its affiliates provides debt financing to the Funds or their Portfolio Entities, it will not be considered a "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. Less commonly, the Funds could hold an investment that is senior in the capital structure, such as a debt instrument, to an Other Blackstone Client. Although measures described above in "— Related Financing Counterparties" could mitigate these conflicts, they cannot completely eliminate them. These conflicts related to fiduciary duties to such Other Blackstone Clients will not necessarily be resolved in favor of the Funds, and limited partners will not necessarily be entitled to receive notice or disclosure of the occurrence of these conflicts.

Similarly, certain Other Blackstone Clients, including, but not limited to the Blackstone Credit Funds, BAAM Funds and BREDS Funds (including 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 mandate 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 Assets from, or Sell 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 assets from the Funds and their Portfolio Entities. 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 addition, the Funds and their Portfolio Entities will from time to time purchase assets or portfolio companies 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 assets by, and to sell the 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 asset to, or purchase an asset from, a third-party that obtains debt financing from an Other Blackstone Client to the potential detriment of the Funds. For example, although price is often the deciding factor in selecting from whom to acquire, or to whom to sell, an asset, other factors at times influence the buyer or the seller, as the case may be. BXGA could thereafter cause the Funds or a Portfolio Entity to sell an investment or asset of the Funds to, or buy an 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. Limited partners rely on BXGA to select in its 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 limited partners of the Funds, 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 BXGA, and it is expected that many investors who will, in certain circumstances, have expressed an interest in co-investment opportunities will not be allocated any co-investment opportunities (notwithstanding any agreement by Blackstone to consider a Fund investor for co-investment opportunities) or will, in certain circumstances, receive a smaller amount of co-investment opportunities than the amount requested or expected. For example, if supplemental capital vehicles are established, Blackstone intends to prioritize any supplemental capital vehicles in the allocation of co-investment opportunities. (See also “—Other Blackstone Clients; Allocation of Investment Opportunities” herein.) Furthermore, co-investment offered by Blackstone will be on such terms and conditions (including with respect to management fees, performance-based compensation and related arrangements and/or other fees applicable to co-investors) as Blackstone determines to be appropriate in its sole discretion on a case-by-case basis, which can be expected to differ amongst co-investors with respect to the same co-investment, and Blackstone will determine in

its sole discretion whether to offer co-investment opportunities (based on, among other factors, whether there has been sufficient allocation of an investment to a Fund and whether a potential co-investor would offer a strategic benefit to the investment, including, but not limited, to the consummation, operation or monitoring thereof). In addition, the performance of Other Blackstone Clients co-investing with a Fund is not considered for purposes of calculating the carried interest payable by such Fund to its General Partner. Furthermore, the Funds and co-investors will often have different investment objectives and limitations, such as return objectives, leverage limitations and maximum hold period. Blackstone, as a result of the foregoing, will have conflicting incentives in making decisions with respect to such opportunities. Even if the Funds and any such parties invest in the same securities on similar terms, conflicts of interest will still arise as a result of differing investment profiles of the investors, among other items.

The General Partner and its affiliates are permitted to make capital commitments and/or contributions to co-investment opportunities and co-investment vehicles investing alongside the Funds, including, without limitation, to the extent the general partner determines that such a commitment or contribution is necessary and/or advisable in light of legal, tax regulatory, accounting, contractual and other considerations with respect to such co-investment opportunity or vehicle. Such amounts so committed or contributed are permitted, at the option of the general partner, to be deemed part of the amount Blackstone is otherwise required to contribute to the Funds or a separate commitment to such co-investment. If deemed part of the amount Blackstone is otherwise required to contribute to the Funds, such amounts would be in full or partial satisfaction of any such amounts that would otherwise be invested in the Funds in respect of such Investment. To the extent the general partner and/or its affiliates make any such commitment and/or contribution to a co-investment vehicle, it could reduce the amount of such co-investment available to the limited partners. In addition, any such amounts invested by the general partner or its affiliates in co-investments alongside the Funds and deemed part of the amount Blackstone is otherwise required to contribute to the Funds will result in the general partner and/or its affiliates contributing less to the Funds than Blackstone's capital commitment to the Funds would otherwise imply.

Blackstone has established and may in the future establish more investment vehicles managed or advised by Blackstone to facilitate the participation of third-party co-investors (who may or may not be limited partners of the Funds (whether established in connection with such limited partner's investment in the Funds or otherwise) and/or Other Blackstone Clients), including "standing", dedicated or committed co-investment vehicles (the "Other 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 Other Co-Invest Vehicles, is permitted to make capital commitments or contributions to such Other Co-Investment Vehicle, including,

without limitation, to the extent it determines that such a commitment or contribution is necessary and/or advisable in light of legal, tax regulatory, accounting, contractual and other considerations with respect to such Other Co-Invest Vehicle for tax or regulatory purposes. Certain Other Co-Invest Vehicles may be fully committed and provide the investors therein with no discretion regarding the deployment of capital. The use of such vehicles may have the impact of blending the investor's effective management fee rate (and/or carried interest rate) down and the Sponsor may be incentivized to allocate co-investment opportunities to discretionary vehicles with higher effective fees, carried interest or other performance-based compensation rates. The Sponsor may also provide certain Other Co-Invest Vehicles with priority rights to participate in co-investment opportunities alongside the Funds, or the Sponsor may agree to allocate co-investment opportunities to one or more Other Co-Invest Vehicles in a programmatic manner. The terms of any Other Co-Invest Vehicle agreed to with a limited partner will not be subject to any "most favored nations" rights, notwithstanding that such terms may have been agreed to simultaneously with such limited partner's investment in the Funds, and that such Other Co-Invest Vehicle may invest alongside the Funds periodically or programmatically, effectively modifying the economic terms of such limited partner's participation in such shared investments. The amount and frequency of co-investment by any Other Co-Invest Vehicles will be at the discretion of the Sponsor, subject to the terms of such Other Co-Invest Vehicles. It is possible that the existence of any Other Co-Invest Vehicles established by the Sponsor would result in fewer co-investment opportunities to investors who do not participate therein and allocations to the Other 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 Other Co-Invest Vehicles, it may result in fewer investment opportunities for the Funds and fewer co-investment opportunities being made available to the limited partners. The number and scale of co-investment opportunities made available to the limited partners (if any) may be higher or lower than those made available to the Other 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 Other Blackstone Clients, limited partners or limited partners of Other Blackstone Clients, and may include Blackstone affiliates and/or third parties) or supplemental capital vehicles, and there is no guarantee that any limited partner 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 BXGA, 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 BXGA will take into account various facts and

circumstances deemed relevant by BXGA in allocating co-investment opportunities, including, among others, whether a potential co-investor has expressed an interest in evaluating co-investment opportunities, BXGA's assessment of a potential co-investor's ability to invest an amount of capital that fits the needs of the investment (taking into account the amount of capital needed as well as the maximum number of investors that can realistically participate in the transaction) and BXGA's 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; whether a potential co-investor has committed to a Fund or an Other Blackstone Client; 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, the Blackstone Growth Program, other affiliated funds, co-investments (including size of commitment) 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 Portfolio Entities, or whether the co-investor has significant capital under management by Blackstone or intends to increase such amount); whether the potential co-investor has an overall strategic relationship (including a Strategic Relationship) with Blackstone 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, any concerns or issues the potential co-investor may have with respect to governance rights, 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 or Other Blackstone Clients investor in working together in investment contexts (which may include such

potential co-investor's history of investment in the Blackstone Growth Program or Other Blackstone Clients and/or other Blackstone co-investment opportunities), whether the co-investment opportunity is being provided in connection with a potential investment in or acquisition of interests through a secondary transfer of the Funds, its predecessor fund or an Other Blackstone Client (i.e., a stapled co-investment opportunity), 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 any of their Portfolio Entities 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 believe to be appropriate in the circumstances. In addition, BXGA and/or its affiliates may be incentivized to offer the other 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 BXGA and/or its affiliates are entitled under the arrangements with such co-investors, including

with respect to such co-investor's participation in the Funds and/or Other Blackstone Clients, 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). Blackstone has established, and can be expected to in the future establish, co-investment vehicles (including dedicated or "standing" co-investment vehicles, which 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 co-investor, has discretion in determining whether the co-investment vehicle will participate in co-investment opportunities) for one or more investors (including third-party investors and investors in the Funds) in order to co-invest alongside the Funds in one or more future investments. These co-investment vehicles may nevertheless only participate in co-investment opportunities after the initial acquisition of an investment. The existence of these vehicles could reduce the opportunity for the limited partners to receive allocations of co-investment, and the amount and frequency of co-investment by any such co-investment vehicles would be at the discretion of BXGA. 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 targeted, preferential or favorable allocation of co-investment opportunities and discounts or rebates of performance-based compensation or management fees and/or tailored underwriting toward such investor's interests. To the extent any such arrangements are entered into, they can be expected to result in fewer co-investment opportunities being made available to the limited partners. In addition, the allocation of investments to Other Blackstone Clients (including, for the avoidance of doubt, Blackstone Multi-Strategy Vehicles), 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 the Funds investing less than they would have in the related investments.

- Additional Potential Conflicts of Interest with respect to Co-Investment; Strategic Relationships Involving Co-Investment: BXGA and its affiliates will in certain circumstances be incentivized to offer certain potential co-investors (including, by way of example, as a part of an overall strategic relationship (including a Strategic Relationship and supplemental capital vehicles) with Blackstone) opportunities to co-invest in priority or on more favorable terms than other potential co-investors due to the amount of



performance-based compensation or management fees or other fees paid by the co-investor receiving the priority allocation or better terms (as well as any additional discounts or rebates avoided by allocating co-investments to such co-investor with respect to such co-investor's participation in the Funds and/or any Other Blackstone Clients) or other aspects of such co-investor's relationship with Blackstone. The management fees, carried interest and other fees received by Blackstone from and the amount of expenses charged to the Funds can be expected to be less or more than such amounts paid by or charged to co-investment vehicles pursuant to the terms of such vehicles' partnership agreements and other agreements with co-investors, and such variation in the amount of fees and expenses can be expected to create an economic incentive for Blackstone to allocate a greater or lesser percentage of an investment opportunity to the Funds or such co-investment vehicles or co-investors, as the case may be. In addition, other terms of existing and future co-investment vehicles can be expected to differ materially, and in some instances can be expected to be more favorable to Blackstone, than the terms of the Funds, and such different terms can be expected to create an incentive for Blackstone to allocate a greater or lesser percentage of an investment opportunity to the Funds or such co-investment vehicles, as the case may be. Such incentives will give rise to conflicts of interest, and there can be no assurance that such conflicts of interests will be resolved in favor of the Funds and that any investment opportunities that would have otherwise been offered to the Funds or limited partners through co-investment will be made available. In circumstances where the Funds are investing alongside Other Blackstone Clients, BXGA and its affiliates 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 BXGA's determination of, among other things, the expected returns and risk profiles for such items (e.g., specific items with higher expected returns may be allocated to the Funds whereas those with lower relative expected returns may be allocated to an Other Blackstone Client, or *vice versa*), 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 BXGA and its affiliates.

Additionally, it can be expected that Blackstone will, from time to time, enter into arrangements or strategic relationships with third parties, including other asset managers, financial firms or other businesses or companies, which, among other things, provide for referral, sourcing or sharing of investment opportunities. Blackstone will, in certain circumstances, pay management fees and performance-based compensation in connection with such arrangements. Blackstone will, in certain circumstances, also provide for or receive reimbursement of certain expenses incurred or received in connection with these arrangements, including diligence expenses and general overhead, administrative, deal sourcing and related corporate expenses. The amount of such reimbursements or rebates can be expected to relate to allocations of co-investment opportunities and increase if certain co-investment allocations are not made. While it is possible that the Funds will, along with Blackstone itself, benefit from the existence of those arrangements and/or relationships, it is also possible that investment opportunities that would otherwise be presented to or made by the Funds would instead be referred (in whole or in part) to such third party, either as a contractual obligation or otherwise, resulting in fewer opportunities (or reduced allocations) being made available to the Funds and/or limited partners. Some co-investment vehicles, including some Other Co-Invest Vehicles, may not bear broken deal expenses or other investment-related expenses (including in respect of financing for such investment) from time to time (in which case the Funds would bear such extra portion of such expenses) unless Blackstone determines otherwise in its discretion. Such determinations will be made on a case by case basis by Blackstone and may result in differing treatment of co-investment vehicles under certain circumstances. The foregoing will under certain circumstances result in a Fund bearing more than its pro rata share of broken deal expenses or such other expenses. This could be expected to give rise to conflicts of interest in connection with the Funds' investment activities in certain circumstances, and, while BXGA 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 Blackstone and/or Other Blackstone Clients.*** In addition to regularly participating in investments alongside the Comparable Funds as part of the Blackstone Growth Program, because of the opportunistic and flexible nature of the Funds' investment strategy, 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 BXi) in investments that are suitable for both the Funds and such Other Blackstone Clients and/or Blackstone. Participating in investments alongside other Funds and Other Blackstone Clients and/or Blackstone will subject the Funds to a number of risks and conflicts (and in certain circumstances BXGA 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 and Other Blackstone Clients and/or Blackstone may not be the same. Additionally, the Funds and such Other Blackstone Clients and/or Blackstone 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 and such Comparable Funds, Blackstone and Other Blackstone Clients). Such Other Blackstone Funds 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 term, and investors therein may receive different consideration than is offered to any one particular limited partner in the Fund (e.g., some or all limited partners may receive cash whereas other limited partners and investors in Comparable Funds, BXi or Other Blackstone Clients may be provided the opportunity to receive distributions in kind in lieu thereof, or vice versa).

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

Likewise, for certain investment-related hedging transactions, it can be expected to be advantageous for counterparties to trade solely with the Funds (or their special purpose or other vehicle) (or the relevant parallel fund). For these transactions, it is anticipated that the Funds (or the relevant parallel fund) would then enter into back-to-back trade confirmations with deal-specific aggregators as well as guarantees keepwells 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. It is not expected that the Funds or Other Blackstone Clients will be compensated for agreeing to be primarily liable vis-à-vis a third-party

counterparty. Moreover, in connection with the divestment of all or part of a Portfolio Entity (e.g., an initial public offering), and/or the wind-down of a Portfolio Entity, Blackstone will seek to track the ownership interests, liabilities and obligations of the Funds and any Other Blackstone Clients owning an interest in the Portfolio Entity comprising such operating business, but it is possible that the Funds and 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 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. Finally, in certain circumstances, if the Funds are participating in an investment alongside an Other Blackstone Client (including a co-investment vehicle), the Funds could also bear more than its pro rata share of expenses relating to such investment if such Other Blackstone Client does not have resources to bear such expenses (including, but not limited to, as a result of insufficient reserves and/or the inability to call capital contributions to cover such expenses).

Additionally, in connection with seeking financing or refinancing of Portfolio Entities and their assets, it may be the case that better financing terms are available when more than one Portfolio Entity provides collateral, particularly in circumstances where the assets of each Portfolio Entity are similar in nature. As such, rather than seeking such financing or refinancing on its own, a Portfolio Entity of 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 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 Organizational Documents, commit to or initially acquire an investment as principal and subsequently sell some or all of it to other Funds, Other Blackstone Clients, co-investment vehicles and/or other third parties in an affiliate or related party transaction. Similarly, subject to the limitations in the applicable Organizational Documents, the Funds may commit to or initially acquire an investment and subsequently syndicate, or sell some or all of it, to Blackstone, other Funds, Other Blackstone Clients, co-investment vehicles (including co-investment vehicles managed outside the Blackstone Growth Program or committed co-investment vehicles), joint venture partners, or affiliates or related parties of the foregoing or other third parties (including any person (including, if applicable, any limited partner other than solely in their capacity as such and Consultants) that BXGA determines has the ability to add value to an investment in light of

its relationships, experience, geographic location, market or industry knowledge and/or other relevant attributes as determined by Blackstone), notwithstanding the availability of capital from the 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, leading to a Fund or such other party having more of the investment (including expenses relating to such unconsummated syndication) initially intended to be syndicated than it would otherwise have had if such syndication had not been initially contemplated. For the avoidance of doubt, certain Funds and/or Other Blackstone Clients (including Other Co-Invest Vehicles) participating in such investment will likely not take part in any such syndication in the same manner or to the same extent (if at all), or may participate in a syndication alongside the Funds but at a different interest rate, due to legal, regulatory, accounting, administrative or other considerations. BXGA reserves the right to cause these transfers to be made at cost, or cost plus an interest rate or carrying cost charged from the time of acquisition to the time of transfer, notwithstanding that the fair market value of any such investments may have declined below or increased above cost from the date of acquisition to the time of such transfer. BXGA also reserves the right to determine another methodology for pricing these transfers, including fair market value at the time of transfer. Also, BXGA will, in certain circumstances, charge fees on these transfers to either or both of the parties to them. In respect of certain Funds, BXGA or its affiliates will from time to time be permitted to retain any portion of an investment initially acquired by them with a view to syndication to co-investors or other potential purchasers to the extent such portion has not been syndicated after reasonable efforts to do so. Furthermore, syndications to third parties as described above may be on an interest-free basis or on other favorable terms compared to terms under which any limited partners (in such capacity) co-invests alongside the Funds (including, in certain circumstances, syndicating below cost), and in the event capital had been called for such syndicated portion, the amounts may be treated under the Organizational Documents as amount returned in lieu of being used and thus treated as never having been contributed by the partners for purposes of the Organizational Documents and in the event such syndicated portion was held using such Funds' credit facility, then such Funds may bear the costs and interests related to such borrowing as partnership expenses without reimbursement from such third parties. Conflicts of interest are expected to arise in connection with these transactions, including with respect to timing, structuring, pricing and other terms. For example, BXGA will have a potential conflict of interest when BXGA receives 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, BXGA and its affiliates have the right to commit to or initially acquire a portion of an investment alongside the Funds if it intends to syndicate such amounts to Other Blackstone Clients or such other third parties (which may include one or more 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 BXGA and its affiliates may come from Blackstone's own balance sheet and/or from one or more third parties that enter into arrangements with Blackstone with respect thereto, and may come from an Other Blackstone Client. In such circumstances, Blackstone will have the right to earn underwriting and/or syndication fees from the Funds, the Portfolio Entities, or the purchasers of such equity, and the Funds and limited partners will not be entitled to share in or receive the benefit of any such underwriting and/or syndication fees. As a result, BXGA 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 limited partners, 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 syndicate all or part of such co-investments to one or more co-investors (and the Funds may similarly acquire a portion of certain Investments with the intent to syndicate such portion to one or more other Funds or Other Blackstone Clients). A Fund could also syndicate such portion to third parties that are designated strategic investors as described above, in which case such syndication may be on more favorable terms (e.g., at no additional syndication charge) to such third parties compared to those available to other co-investors described in the preceding sentence. The value of the investment during such period could increase, but the relevant Fund will not receive the full benefit of any such increase. However, to the extent such amounts are not so charged or reimbursed, they generally will be borne by the Funds.

***Secondary transfers of LP transactions.*** In addition, to the extent BXGA 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, BXGA will do so in its sole discretion, taking into account the following factors, among others:

- BXGA's evaluation of the financial resources of the potential purchaser, including its ability to meet capital contribution obligations;
- BXGA'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 BXGA and the expected amount of negotiations required in connection with a potential purchaser's investment;

- Whether the potential purchaser would subject BXGA, 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.*** BXGA 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, BXGA 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 BXGA 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, BXGA 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 limited partner advisory committee of a Fund, certain transactions may be able to be completed at the initiation of the Registrant without any such approval.

***Break-up and other Similar Fees.*** Break-up or topping fees and other similar fees with respect to the Fund's investments can be paid to BXGA, in which case Management Fees will be offset by the amount of break-up or topping fees (or other similar fees, as applicable) attributable to a potential investment by the Funds, but not to any amount attributable to a potential investment by Other Blackstone Clients, Blackstone's side-by-side co-investment vehicles, permanent capital vehicles, and/or accounts (including insurance accounts, Everlake and AIG L&R) 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 or topping fees (or other similar fees) directly, in which case there will be no Management Fee offset. BXGA will generally receive a greater economic benefit by structuring the break-up or topping fee to be paid to it directly, subject to the Management Fee offset, and may do so in its sole discretion. Break-up or

topping fees (or other similar fees) paid to BXGA or the Funds in connection with a transaction could be allocated, or not, to Other Blackstone Clients or co-investment vehicles that invest (or are expected to invest) alongside the Funds, as determined by BXGA to be appropriate in the circumstances. Generally, BXGA would not allocate break-up or topping fees (or other similar 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, limited partners 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 fees that result in an offset of the Management Fee only apply to the extent the fees giving rise to such offset are paid as part of and during the course of the Funds' investment in such company, and without regard to the nature of the fees, there will be no offset for Management Fees with respect to any fees paid to Blackstone after a Fund has exited an investment. For example, a Portfolio Entity may retain or continue to retain the Blackstone Capital Markets Group (including with respect to fees for services described herein) or continue to work with Blackstone in connection with group purchasing arrangements when and after a Fund exited its investment therein. Following an exit of a Fund's Investment in a Portfolio Entity, Other Blackstone Clients may continue to hold interests (debt and/or equity) in such Portfolio Entity, and Blackstone may begin to earn fees or continue to earn fees from such Portfolio Entity for providing services to such Portfolio Entity, including, but not limited to, capital markets advice, group purchasing and health care brokerage, insurance and other similar services, which in each case will not offset or reduce the Management Fee. Also, in the case of fees for services as a director of a Portfolio Entity, the Management Fee will not be reduced or offset to the extent any Blackstone personnel continues to serve as a director after the Funds have exited (or is in the process of exiting) the applicable Portfolio Entity and/or following the termination of such employee's employment with Blackstone. Conflicts of interest are expected to arise when a portfolio entity enters into arrangements with Blackstone on or about the time a Fund exits its investment in such Portfolio Entity. To the extent any investment banking fees, consulting (including management consulting) fees, syndication fees, capital markets syndication and significant sums in advisory fees (including underwriting fees), origination fees, servicing fees, healthcare consulting / brokerage fees, fees relating to group purchasing, financial advisory fees and similar fees for arranging acquisitions, other major financial restructurings and other similar operational and financial matters, loan servicing and/or other types of insurance fees, operations fees, financing fees, fees for asset services, title insurance fees, energy procurement / brokerage fees, fees for ESG services, fees associated with aviation management including origination fees, servicer fees (e.g., services relating to lease collections/disbursements, maintenance, insurance, lease marketing and sale of aircraft/parts), asset and property management fees (including, for example, services relating to the preparation



of monthly cash flow models and industry research reports and sourcing, diligence and underwriting and other similar services provided pursuant to investment management arrangements) and aircraft disposition fees, data management and services fees or payments, aviation asset management fees, incentive fees and other similar fees and annual retainers (whether in cash or in kind) are received by Blackstone, such fees, including in the form of management fees, incentive fees, incentive allocations, carried interest or other form of management promote or performance-based compensation and other incentive fees, will not be required to be shared with the Funds or the limited partners and will not result in any offset to the Management Fee payable by the limited partners.

In connection with certain investments in certain jurisdictions, the Funds may contribute capital contributions made by limited partners 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 BXGA. To the extent the Funds makes such contributions to any such holding vehicle, the Funds will be credited with such amounts as if they had been paid by the Funds to BXGA under the Organizational Documents (and such amounts paid to an affiliate of BXGA 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 BXGA and its affiliates had the Funds paid the entirety of the Management Fee to BXGA).

***Broken Deal Expenses.*** Any expenses that may be incurred by the Funds for actual investments as described herein or in the Organizational Documents may also be incurred by the Funds with respect to broken deals (i.e., investments that are not consummated). BXGA is not required to and in most circumstances will not seek reimbursement of broken deal expenses (i.e., expenses incurred in pursuit of an investment 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 Blackstone Growth and/or Other Blackstone Clients). Moreover, expenses related to the organization of co-invest 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, meal, travel and entertainment expenses incurred, deposits or down payments which are forfeited in connection with unconsummated transactions, costs of negotiating co-investment documentation (including non-disclosure agreements with counterparties), the costs from onboarding (i.e., KYC) investment entities with a financial institution, and legal, accounting, tax, 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 including, in certain instances, broken deal expenses associated with services provided by Portfolio Entities, as detailed below)), which may include expenses incurred prior to the commencement of the Funds' effective date. Any such broken deal expenses could, in the sole discretion of Blackstone, be allocated solely to the applicable Funds and not to the other Funds or Other Blackstone Clients or co-investment vehicles (including committed co-investment vehicles) that could have made the investment (including any situation where an Other Blackstone Client was initially allocated an investment opportunity and incurred such expenses before such investment opportunity was reallocated to a Fund), even when 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 General Partner expects that until a potential investment of the Funds is formally allocated to an Other Blackstone Client by a determination of the Allocation Committee or BXGA Investment Committee, as the case may be (it being understood that final allocation decisions are typically made shortly prior to signing or committing to an investment), the Funds are expected to bear the broken deal expenses for such investment, which may result in substantial amounts of broken deal expenses being borne by the Funds. In the event broken deal expenses are allocated to another Fund or an Other Blackstone Client or a co-investment vehicle, BXGA or the applicable 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. Blackstone will endeavor in good faith to allocate the costs of such services to the Fund and such Other Blackstone Clients as it deems appropriate under the particular circumstances. Any methodology used to determine such allocation (including the choice thereof) involves inherent conflicts and will not result in perfect attribution and allocation of such costs, and there can be no assurance that a different manner of allocation would result in the Funds and their Portfolio Entities bearing less or more of such costs. Further, any of the foregoing costs, although allocated in a particular period, could be allocated based on activities occurring outside such period. Additionally, the allocation of any of the foregoing costs can be expected to be based on any of a number of different methodologies, including, without limitation, the aggregate value or number of, or invested capital in, transactions consummated in the applicable prior quarter, and therefore the Funds could pay more than its pro rata portion of such cost based on its actual usage of such services.

**Other Blackstone Business Activities.** Blackstone, the Funds, Other Blackstone Clients, their Portfolio Entities, and personnel and related parties of the foregoing will receive fees and compensation, including performance-based and other incentive fees, for products and services provided to the Funds and their Portfolio Entities, such as fees for asset management (including, without limitation, management fees and performance-based compensation) and property management; underwriting (including, without limitation, evaluation regarding value creation opportunities and ESG risk mitigation), syndication or refinancing of a loan or investment (including without limitation loan modification or restructuring fees); loan servicing; special servicing; administrative services; advisory services on purchase or sale of an asset or company; advisory services; investment banking and capital markets services; treasury and valuation services; placement agent services; fund administration; internal legal and tax planning services; information technology products and services; insurance procurement, brokerage solutions and risk management services; data extraction and management products and services; BX Energy Services; and other products and services (including but not limited to restructuring, consulting, monitoring, commitment, syndication, origination, organization and financing, and divestment services). (See also “—Blackstone Affiliate Service Providers” herein). 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. 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 Clients and their portfolio entities. Through its Innovations group (BXi), Blackstone incubates (or otherwise invests in) businesses that are expected to be introduced to, and therefore frequently provide goods and services to, the Funds and Other Blackstone Clients and their Portfolio Entities, as well as other Blackstone related parties and third parties. By contracting for a product or service from a business related to Blackstone, the Funds and their Portfolio Entities would provide not only current income to the business and its stakeholders, but could also create significant enterprise value in them, which would not be shared with the Funds or limited partners 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, BXGA may receive fees associated with capital invested by co-investors relating to investments in which the Funds participate or otherwise, in connection with a joint venture in which the Funds participate or otherwise with respect to assets

or other interests retained by a seller or other commercial counterparty with respect to which BXGA performs services. Finally, Blackstone and its personnel and related parties will, in certain circumstances, also receive compensation for origination activities and unconsummated transactions.

The Funds will, in certain circumstances, engage a third-party administrator to provide certain administrative services to it. The Funds will, as determined by BXGA and as permitted by the Organizational Documents, bear the cost of fund administration and accounting (including, without limitation, maintenance of the Funds' books and records, preparation of net asset value and other valuation support services, as applicable (e.g., valuation model and methodology review, review of third-party due diligence conclusions and sample testing), preparation of periodic investor reporting and calculation of performance metrics, central administration and depositary oversight (e.g., periodic and ongoing due diligence and coordination of investment reconciliation and asset verification); audit support (e.g., audit planning and review of annual financial statements); risk management support services (e.g., calculation and review of investment and leverage exposure), ESG and sustainability support services, regulatory risk reporting, data collection and modeling and risk management matters and tax support services (e.g., annual tax and VAT returns and FATCA and CRS compliance), in-house attorneys to provide transactional legal and related tax advice, tax planning and other related services (including, without limitation, entity organization, structuring, due diligence, document drafting and negotiation, closing preparation, post-closing activities (such as compliance with contractual terms and providing advice for investment-level matters with respect to fiduciary and other obligations and issues), litigation or regulatory matters, reviewing and structuring exit opportunities) provided by Blackstone personnel and related parties (including, without limitation, BEFM, including all services provided by BEFM to a Luxembourg 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 such amounts will not offset Management Fees. In certain circumstances, the Funds may engage a third-party administrator (e.g., as required for a Luxembourg 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 generally bear all such costs. The services of in-house attorneys generally include, without limitation, services with respect to M&A, capital markets or financing transactions, tax or regulatory structuring, supervision of external counsel and service providers, attending internal and external meetings (including investment committee meetings) and communicating with relevant internal and external parties. Any determination of whether the fees and costs attributable to Blackstone personnel and related parties reflect market rates or arm's length

terms will not take into account any additional fees and costs borne by the Funds with respect to third parties providing similar services (e.g., an external administrator). Such allocations or charges can be based on any of the following methodologies: (i) requiring personnel to periodically record or allocate their historical time spent with respect to the Funds or Blackstone approximating the proportion of certain personnel's time spent with respect to the Funds, and in each case allocating their compensation 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.

BXGA, 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, BXGA, 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.

BXGA does 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 BXGA 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 limited partners 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 BXGA, its affiliates or their personnel and related parties (see also “Service Providers, Vendors and Other Counterparties Generally” and “Other Blackstone Business Activities” herein). BXGA and its affiliates and their personnel and related parties will receive fees attributable to the 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, accounts and/or third parties) will not result in an offset of the Management Fees payable by limited partners or otherwise be shared with the Funds, their Portfolio Entities or the limited partners, 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, the Blackstone Growth Program and/or Other Blackstone Clients, which may 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 funds, 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, the Blackstone Growth Program 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 limited partners. 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, BXGA will consider those relationships when evaluating an investment opportunity, which may result in BXGA 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 particular investment, and the relationship with such clients could influence the decisions made by BXGA with respect to such investments.

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

The decision to engage a third-party service provider and the terms (including economic terms) of any such engagement will be determined by BXGA in its discretion, taking into account such factors as it deems relevant under the circumstances. Certain third-party service providers and/or their employees (and/or teams thereof) will dedicate substantially all of their business time to 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, have dedicated office space at Blackstone, have Blackstone related e-mail addresses, receive administrative support from Blackstone personnel or participate in meetings and events for Blackstone personnel, even though they are not Blackstone employees or affiliates. This creates a conflict of interest because BXGA 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 BXGA's 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, compensation and benefits are chargeable to the Funds.

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

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

There can be no assurances that the Sponsor will be able to identify, prevent or mitigate the risks of engaging third-party service providers (including the risk that such third-party service provider or its delegate will perform the outsourced function with the same degree of skill, competence and efficiency as the Sponsor would in the absence of an outsourcing arrangement). The Funds could suffer adverse consequences from actions, errors or failures to act by such third parties or their designees, and will have obligations, including indemnity obligations, and limited recourse against them. Outsourcing and in-house services may not occur uniformly for all Blackstone managed vehicles and accounts and the expenses that may be borne by such vehicles and accounts vary. Accordingly, certain costs could be incurred by (or allocated to) the Funds through the use of third-party (or internal) service providers that are not incurred by (or allocated to) certain Funds or Other Blackstone Clients for similar services. Any such outsourcing that would qualify as a "delegation" under the AIFMD will be treated in accordance with the AIFMD.

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



investment that it otherwise might have purchased or sold, which could negatively affect its operations.

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

respect to a limited partner generally will not be reduced by such amounts. BXGA has sole discretion to approve the foregoing arrangements if BXGA believes 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 BXGA in its sole discretion, to receive the same price or execution on the entire volume of securities sold, and the various prices will, in certain circumstances, therefore be averaged which may be disadvantageous to 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 BXGA, are generally permitted to invest in alternative investment funds, venture capital funds, real estate funds, hedge funds or other investment vehicles, including potential competitors of the Funds. The limited partners will not receive any benefit from any such investments.

**PJTP.** 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 Partners Inc. (“PJT”), an independent financial advisory firm founded by Paul J. Taubman. While the combined business operates independently from Blackstone and is not an affiliate thereof, it is expected that there will be substantial overlapping ownership between Blackstone and PJT for a considerable period of time going forward. Therefore, conflicts of interest will arise in connection with transactions between or involving the Funds and their Portfolio Entities, on the one hand, and PJT, on the other. The pre-existing relationship between Blackstone and its former personnel involved in financial and strategic advisory services at PJT, the overlapping ownership and co-investment and other continuing arrangements between PJT and Blackstone can be expected to influence BXGA to select or recommend PJT to perform services for Blackstone managed funds, including the Funds or their Portfolio Entities, the cost of which will generally be borne directly or indirectly by the Funds and investors. Given that PJT is no longer an affiliate of Blackstone, BXGA and its affiliates are able to cause the Funds and Portfolio Entities to transact with PJT generally without restriction under the Organizational Documents of such Funds, notwithstanding the 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 or other arrangements with the Funds, Other Blackstone Clients and/or Portfolio Entities of the Funds, Other Blackstone Clients and other investment funds managed by Blackstone or other Blackstone affiliates for the provision of goods and services, purchase and sale of assets and other matters (including information-sharing and/or consulting). In addition, certain Portfolio Entities may be counterparties or participants in agreements, transactions and other arrangements with Other Blackstone Clients and/or Portfolio Entities or portfolio entities of Other Blackstone Clients for the provision of goods and services, purchase and sale of assets and other matters (including information-sharing and/or consulting). For example, from time to time, certain Portfolio Entities of the Funds will provide or recommend goods or services to Blackstone, the Funds, Other Blackstone Clients, or other Portfolio Entities of the Funds and Other Blackstone Clients or other Blackstone affiliates (or vice versa) (including "platform" investments of the Funds and Other Blackstone Clients). 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. As another example, it can also be expected that the management of one or more Portfolio Entities may consult with one another (or with one or more portfolio entities of an Other Blackstone Client in respect of seeking its expertise, industry view, or otherwise on a particular topic including but not limited to asset and/or the purchase and/or sale thereof. Moreover, the Funds and/or an Other Blackstone Client may consult with a Portfolio Entity or a portfolio entity of an Other Blackstone Client as part of the investment diligence for a potential investment by such Funds or such Other Blackstone Client. 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, notwithstanding that some of the services provided by a Portfolio Entity are similar in nature to the services provided by BXGA 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 the Funds and/or such Other Blackstone Clients or the consent of the limited partners or L.P. Advisory Committee or limited partners of such Other Blackstone Clients (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 of Other Blackstone Clients are not considered "affiliates" of Blackstone, the Funds or BXGA under the Organizational Documents and therefore are not

covered by affiliate transaction restrictions included in the Organizational Documents. There can be no assurance that the terms of any such agreement, transaction or other arrangement will be as favorable to the Funds as otherwise would be the case if the counterparty were not related to Blackstone.

In addition, it is possible that Blackstone (including BXi), certain Portfolio Entities of the Funds, Other Blackstone Clients or entities in which Other Blackstone Clients have an interest will compete with the Funds or a Portfolio Entity thereof for one or more investment opportunities. It is also possible that Blackstone (including BXi), Other Blackstone Clients, certain Portfolio Entities of Other Blackstone Clients or companies in which Blackstone or the Other Blackstone Clients have or will have an interest will acquire portfolio entities that have or are expected to engage in activities that are direct competitors of the Funds' Portfolio Entities, or will otherwise have adverse consequences on the Funds and/or their Portfolio Entities (including, by way of example only, as a result of such portfolio entities providing the same or similar products and/or services as the Portfolio Entities or 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 Funds, Other Blackstone Clients, their Portfolio Entities and/or affiliates).

In addition, Portfolio Entities, Blackstone may also establish other investment products, vehicles and platforms focusing on specific asset classes or industry sectors that fall within the Funds' 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).

In addition, Portfolio Entities with respect to which the Funds may elect members of the board of directors may, as a result, subject the Funds and/or 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 Funds and any such Portfolio Entity will be aligned, this may not always be the case. This may 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 BXGA 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 (e.g., valuation support services), account management (e.g., treasury, customer due diligence), insurance procurement, placement, brokerage and consulting services, cash management, accounts receivable financing, corporate secretarial and executive assistant services, domiciliation, data management, directorship services, finance/budget, human resources (e.g., the onboarding and ongoing development of personnel), communication, public relations and publicity, information technology and software systems support, corporate governance and entity management (e.g., liquidation, dissolution and/or otherwise end of term services), risk management and compliance, internal compliance, know-your-client reviews and refreshes, judicial processes, legal, environmental and/or sustainability due diligence support (e.g., review of asset condition reports, energy consumption), climate accounting services, ESG program management services, engineering services, services related to the sourcing, development and implementation of renewable energy, ESG data collection and reporting services, capital planning services, operational coordination (e.g., coordination with JV partners, third-party service providers), risk management, reporting (e.g., on tax, debt, portfolio or other similar topics) and tax and treasury, tax analysis and compliance (e.g., CIT and VAT compliance), transfer pricing, internal risk control, and valuation services) and other services; (b) borrowing management services (including without limitation, monitoring, restructuring and work-out of performing, sub-performing and non-performing loans, consolidation, cash management, financing management, administrative support, and lender relationship management (e.g., coordinating with lender on any ongoing obligations under any relevant borrowing, indebtedness or other credit support (including, any required consultation with or reporting to such lender)); (c) operational services including personnel (i.e., general management of day to day operations); and (d) transaction support services (including, without limitation, acquisition support, customer due diligence and related on-boarding, liquidation, reporting, relationship management with brokers, banks and other potential sources of investments, identifying potential investments, including development sites and providing diligence and negotiation support to acquire the same, coordinating with investors, assembling relevant information, conducting financial and market analyses and modelling, coordinating closing/post-closing procedures for acquisitions, dispositions and other transactions, marketing and distribution, overseeing brokers, lawyers, accountants and other advisors, working with consultants and third parties to pursue entitlements, providing in-house legal, ESG and accounting services, assisting with due diligence, preparation of project feasibilities, site visits, transaction consulting and specification of technical analysis and review of (i) operations and maintenance manuals and (ii) statutory documents). Similarly, Blackstone, other Funds, Other Blackstone Clients and their Portfolio Entities can be expected to engage Portfolio Entities of a Fund to provide some or all of these services. Some of the services performed by Portfolio Entity service providers could also be performed by BXGA or

its affiliates from time to time and vice versa. Fees paid by the Funds or their Portfolio Entities to, or value created by, other Portfolio Entity service providers do not offset or reduce the Management Fee payable by the limited partners of the Funds and are not otherwise shared with the Funds, unless otherwise required by the Organizational Documents. Furthermore, in certain circumstances, Blackstone can be expected to play a substantial role in overseeing the personnel of Portfolio Entity service providers that provide services to Funds, Other Blackstone Clients and/or their Portfolio Entities on an ongoing basis, including with respect to the selection, hiring, retention and compensation of such personnel. Blackstone has multiple business lines, which may result in competition with a Portfolio Entity for high performing executive talent and presents actual and potential conflicts of interest. For example, Blackstone may “poach” a Portfolio Entity executive, or such executive may interview with Blackstone during the applicable contractual period with respect to his or her existing position and later be hired by Blackstone after such period. A Portfolio Entity may want to retain such executives or other employees, and regardless, Blackstone is under no obligation to avoid interviewing or hiring such employees. For example, Blackstone expects that certain Portfolio Entity service providers, as described above, with Blackstone’s oversight, will establish a team of personnel to provide support services exclusively to a particular Fund and its Portfolio Entities (and/or other investment funds or accounts managed or controlled by Blackstone).

Portfolio Entities of the Funds and Other Blackstone Clients some of which can be expected to provide services 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 and 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, its 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, its Portfolio Entities, Other Blackstone Clients and Blackstone.

*Refinitiv.* On October 1, 2018, a consortium led by Blackstone announced that private equity funds managed by Blackstone had completed an acquisition of Thomson Reuters' Financial & Risk business ("Refinitiv"). On January 29, 2021, Refinitiv was sold to the London Stock Exchange Group ("LSEG"), with Blackstone private equity funds receiving a minority stake in LSEG. Refinitiv operates a pricing service that provides valuation services. Refinitiv provides services for certain Funds, its 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 and Other Blackstone Clients and Blackstone.

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

*Revantage Corporate Services. Revantage Asia and Revantage Europe (together, "Revantage").* Revantage is a Portfolio Entity of certain Other Blackstone Clients that provides corporate support services, including, without limitation, accounting, legal, tax, treasury, information technology and human resources. Revantage is expected to perform services for the Funds, their Portfolio Entities, Other Blackstone Clients and Blackstone.

*Ontra (fka InCloudCounsel).* Ontra is a portfolio entity of certain Other Blackstone Clients that provides a contract automation and intelligence platform that utilizes artificial intelligence and a network of attorneys to support processing of routine contracts and

tracking of obligations in complex agreements. Ontra performs services for the Funds, its 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.

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

*CoreTrust.* On September 30, 2022, certain Blackstone private equity funds and related entities closed the previously announced acquisition of a majority interest in CoreTrust (the “CoreTrust Acquisition”), a group purchasing organization that provides purchasing services to member companies, which includes Portfolio Entities owned, in whole or in part, by certain Blackstone Clients. CoreTrust is expected to provide group purchasing services to the Funds, Portfolio Entities, Other Blackstone Clients and Blackstone. Generally, CoreTrust generates revenue from vendors based on a percentage of the amount of products or services purchased by its member companies and benefit plans maintained by its member companies. CoreTrust has historically shared a portion of the revenue generated through purchases made by Blackstone Portfolio Entities and also paid Blackstone a consulting fee. Blackstone stopped accepting such revenue sharing arrangements and consulting fee upon the closing of the CoreTrust Acquisition. However, Blackstone may in its sole discretion reinstitute such or similar revenue sharing arrangements with CoreTrust in the future. In addition, prior to the CoreTrust Acquisition, CoreTrust generated revenue in respect of certain Portfolio Entities (the “Applicable Portfolio Entities”) from certain health and welfare benefit plan-related vendors (the “Applicable Vendors”). For legal and regulatory reasons, following the CoreTrust Acquisition, CoreTrust is limited in its ability to generate revenue from the Applicable Vendors in respect of Portfolio Entities’ health benefit plans based on a percentage of the amount of products or services purchased by such plans. As a result, for Applicable Portfolio Entities and other Portfolio Entities that become CoreTrust members, CoreTrust intends to rebate all revenue received from Applicable Vendors to each such Portfolio



Entity's applicable benefit plan. CoreTrust also intends to enter into with each Applicable Portfolio Entity (and with other Portfolio Entities that become CoreTrust members) a separate agreement that will include the payment of an access fee in return for allowing such Portfolio Entities to use the goods and services provided by the Applicable Vendors through CoreTrust. The amount of the access fee has not yet been determined and may not be subject to benchmarking, and the access fee may be greater or less than the amount of the revenue that CoreTrust previously generated from Applicable Vendors.

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 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, compliance, accounting and other professional fees and disbursements; office space, furniture and fixtures, (including, without limitation, rent and refurbishment costs and office space in Luxembourg) and equipment; insurance premiums; technology expenditures, including hardware and software costs, and servicing costs and upgrades related thereto); costs to engage recruitment firms to hire employees; diligence expenses; one-time costs, including costs related to building-out, expanding and winding-down a Portfolio Entity; costs that are of a limited duration or non-recurring (such as start-up or technology build-up costs, initial technology and systems implementation costs, employee on-boarding, ongoing training and severance payments, and IPO-readiness and other infrastructure costs) taxes; and other operating, establishment, expansion and capital expenditures (including financing and interest thereon). The foregoing costs, although allocated in a particular period, will, in certain circumstances, relate to activities occurring outside the period (including in prior periods, such as where any such costs are amortized over an extended period), 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. In addition, in certain circumstances, BXGA also relies on the management team of a Portfolio Entity with respect to

the determination of costs and expenses and allocation thereof and does not oversee or participate in such determinations or allocation. Moreover, to the extent a Portfolio Entity uses an allocated cost model with respect to fees, costs and expenses, such fees, costs and expenses are typically estimated and/or accrued quarterly (or on another regular periodic basis) but not finalized until year-end and as a result, such year-end true-up is subject to fluctuation and increases such that for a given year, the year-end cumulative amount with respect to fees, costs and expenses may be greater than the sum of the quarterly estimates and/or accruals (or other periodic estimates where applicable) and/or accruals and therefore the Funds could bear more fees, costs and expenses at year-end than had been anticipated throughout the year. The allocation of overhead among the entities and assets to which services are provided can be expected to be based on any of a number of different methodologies, including, without limitation, “cost” basis as described above, “time-allocation” basis, “per unit” basis, “per square footage” basis or “fixed percentage” basis, and the particular methodology used to allocate such overhead among the entities and assets to which services are provided are expected to vary depending on the types of services provided and the applicable asset class involved and could, in certain circumstances, change from one period to another. There can be no assurance that a different manner of allocation would result in the Funds and their Portfolio Entities bearing less or more costs and expenses. In addition, a Portfolio Entity that uses a “cost” basis methodology may, in certain circumstances, change its allocation methodology, for example, to charging a flat fee for a particular service or instance (or vice versa) or to another methodology described herein or otherwise, and such changes may increase or reduce the amounts received by Portfolio Entities for the same services, and Fund investors will not necessarily be entitled to receive notice or disclosure of such changes in allocation methodology. In certain instances, particularly where such service providers and vendors are located outside the U.S., such service providers and vendors will charge the Funds and its portfolio entities for goods and services at cost plus a percentage of cost for transfer pricing or other tax, legal, regulatory, accounting or other reasons or even decide to amortize any costs or expenses to address accounting and/or operational considerations. Further, the Funds and its 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 the Funds or Other Blackstone Clients will vary from the incentive-based compensation paid with respect to other portfolio entities and assets of the Funds 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. Furthermore, Blackstone will generally not 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 will not offset the Management Fee. 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. In addition, while it is expected that the Funds or Other Blackstone Clients will engage in long-term or recurring contracts with Portfolio Entity service providers, BXGA may not seek to benchmark or otherwise renegotiate the original fee arrangement for a significant period of time. If benchmarking is performed, the related benchmarking expenses will be borne by the Funds, Other Blackstone Clients and their respective Portfolio Entities and will not offset the Management Fee.

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

A Portfolio Entity service provider will, in certain circumstances, subcontract certain of its responsibilities to other Portfolio Entities of the Funds and Other Blackstone Clients. In such circumstances, the relevant subcontractor could invoice the Portfolio Entity for fees (or in the case of a cost reimbursement arrangement, for allocable costs and expenses) in respect of the services provided by the subcontractor. The Portfolio Entity, if charging on a cost reimbursement, no-profit 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 (or the employees, leases, contracts or office assets of one service provider to another service provider) from the Funds to an Other Blackstone Client, or from an Other Blackstone Client to the Funds. The transfer of a Portfolio Entity service provider (or the employees, leases, contracts or office assets of such service provider) between the Funds, other Funds and/or Other Blackstone Clients (where the Funds may be, directly or indirectly, a seller or a buyer in any such transfer) 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. BXGA may, but is not required to, obtain a third-party valuation confirming the same, and if they do, BXGA may rely on such valuation. Portfolio Entities of the Funds and Other Blackstone Clients are not considered “Affiliates” of Blackstone, BXGA 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 addition, in the event of the disposition of a Portfolio Entity (whether by way of transfer to a Fund, an Other Blackstone Client, a Portfolio entity of the foregoing or Blackstone, as described above, or by way of a sale to a third party), such Portfolio Entity may continue to provide some or all of the services described herein to the Funds, Other Blackstone Clients, Portfolio Entities of the foregoing or Blackstone, as applicable, even for a substantial period of time following such disposition.

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

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 new business line or a build-up strategy to originate, 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 BXGA, 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 BXGA is generally responsible under the Organizational Documents for certain overhead expenses and investment analysis associated with sourcing and managing investments, as well as compensation costs of investment professionals, the Funds (and indirectly the Fund investors), and not solely BXGA, 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 (including, without limitation, salary, bonus, and benefits) 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), or their affiliates, are owned by Blackstone, the Funds or Other Blackstone Clients or provide goods or services to, or have other business, personal, financial or other relationships with, Blackstone, the Funds, the Other Blackstone Clients, co-investment vehicles 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, co-investment vehicles 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, the Funds, Other Blackstone Clients (including co-investment vehicles, where applicable) and their respective Portfolio Entities, or any affiliates, personnel or family members of personnel of the foregoing. Although Blackstone selects service providers and vendors it believes are most appropriate in the circumstances based on its knowledge of such service providers and vendors (which knowledge is generally greater in

the case of service providers and vendors that have other relationships to Blackstone), the relationship of service providers and vendors to Blackstone as described above will influence Blackstone in deciding whether to select, recommend or form such an advisor or service provider to perform services for 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 the Funds and their Portfolio Entities to use other Blackstone-affiliated service providers and vendors in connection with the business of the Funds, 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 limited partners of the Funds 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 limited partners 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 and 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 certain factors, including without limitation on the volume of transactions entered into with such counterparty by Blackstone, the Funds and its investments and/or Portfolio Entities in the aggregate or other factors, which may include early adoption, timing and other similar reasons. See also "—Group Procurement; Discounts" and "—Multiple Blackstone Business Lines" herein.

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

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

With respect to transactions or agreements with Portfolio Entities (including, for the avoidance of doubt, long-term incentive plans), at times 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.

Blackstone may, from time to time, encourage fund service providers and investment service providers 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.

***Charitable and Political Contributions.*** To the extent permitted by applicable law, BXGA may, from time to time, require, cause or invite the Funds and/or a Portfolio Entity to make contributions to charitable initiatives, certain communities and/or related organizations or other non-profit organizations that BXGA believes 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, operating partners, 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 BXGA's decision whether to require, cause or invite the Funds or 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, BXGA 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 BXGA believes such charitable initiatives could, directly or indirectly, enhance the value of the Funds' investments or otherwise be beneficial to the Portfolio Entities.

A Portfolio Entity and/or, less commonly, the Funds on behalf of a Portfolio Entity may, in the ordinary course of its business, make political contributions to elected officials, candidates for elected office or political organizations, hire lobbyists or engage in other permissible political activities in U.S. or non-U.S. jurisdictions with the intent of furthering its business interests or otherwise. Portfolio Entities are not considered affiliates of BXGA (and in some cases are not controlled by BXGA), and therefore such activities are not subject to relevant policies of BXGA and such activities may be undertaken by a Portfolio Entity without the knowledge or direction of BXGA. In other circumstances, there may be initiatives where such activities are coordinated by Blackstone for the benefit of one or more Portfolio Entities. In certain circumstances, the interests of such Portfolio Entities (which such activities are designed to promote) may not align with or be adverse to the interests of other Portfolio Entities, the Funds, Other Blackstone Clients or the limited partners. The costs of such activities may be allocated among those Portfolio Entities (and borne indirectly by the Fund Investors). While the costs of such activities will



typically be borne by the Portfolio Entity (and indirectly the Funds) undertaking such activities, such activities could also directly or indirectly benefit other Portfolio Entities, other Investments, Other Blackstone Clients or Blackstone, which may not be required to bear a share of such costs. There can be no assurance that any such activities will be successful in advancing the interests of a Portfolio Entity or otherwise benefit such Portfolio Entity or the Funds.

Any such charitable contributions or political contributions made by the Funds 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 BXGA will be able to resolve any associated conflict of interest in favor of the Funds.

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

economic/revenue sharing interest therein may give rise to conflicts of interest. 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 Fund. The Funds, their affiliates and their respective Portfolio Entities may from time to time 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 such third party asset managers and the Funds and/or their Portfolio Entities 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 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 limited partners of the Funds. 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:

*BXCM.* Blackstone Capital Markets Group (“BXCM”) is a Blackstone affiliate that 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.

*BX Fund Services Luxembourg.* BX Fund Services Luxembourg, f/k/a BCP/BTO Management, (“BX Fund Services Luxembourg”) is a Luxembourg-based company established in 2012 to centralize various resources supporting the maintenance and day-to-day management and administration of certain holding companies controlled by certain of the Other Blackstone Clients. BX Fund Services Luxembourg is entirely owned by certain Other Blackstone Clients. In certain cases, the funds which use BX Fund Services Luxembourg’s services 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 and/or the limited partners (or L.P. representatives) of the Funds 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 potentially 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 Sponsor is 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 limited partners. As such, the Sponsor 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 Sponsor's 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.

*Hipgnosis.* Hipgnosis Song Management Limited (“HSM”), formerly The Family (Music) Limited is a Blackstone affiliate that is expected to provide asset management and advisory solutions for investments in the music space, including for investments by the Funds, Other Blackstone Clients, their Portfolio Entities, affiliates and related parties (whether now in existence or subsequently established) and third parties. The asset management services provided by HSM with respect to such investments can be expected to include, without limitation, evaluating, advising and conducting due diligence on possible investment opportunities in music assets, continually monitoring and reporting on music assets, identifying and evaluating opportunities for realizing value from music assets and making refinancing and/or divestment recommendations and other related services. In exchange for such services, HSM earns fees, including through incentive-based compensation payable to their management team. As a result of the foregoing and Tac Opps’ ownership in part of HSM, the Sponsor may be incentivized to participate in and pursue more music-related transactions due to the prospect of HSM earning such fees. The fees, compensation and other amounts received by HSM in connection with such services provided to investments will not offset the Management Fee payable by limited partners. As such, the Sponsor will have an incentive to engage HSM 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 Sponsor’s internal overhead and compensation costs for employees who would otherwise perform such services. As a result, while Blackstone believes that HSM will provide services 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 HSM to perform such services.

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

In addition, Blackstone acquired a 9.9% interest in 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 does not control AIG L&R (and AIG L&R is not be an “affiliate” of Blackstone 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 its Portfolio Entities to engage AIG L&R or its affiliates (including American International Group Inc. and its other affiliates and subsidiaries) to provide various services and engage in other transactions and otherwise present conflicts of interests as a result of Blackstone’s interest and relationship therewith.

The Funds and/or Portfolio Entities are expected to engage in the future with relevant businesses owned by Blackstone and/or Other Blackstone Clients) that will provide energy procurement, advisory, consulting and/or other services related to ESG-activities (including without limitation those related to establishment, implementation, assessment, attestation, monitoring and/or measurement of ESG-related programs, processes, initiatives and improvements) (such businesses, collectively, “BX Energy Services”). The Funds may make use of BX Energy Services in order to support the Funds’ aim of maximizing the risk-adjusted returns on investments. In particular, BX Energy Services is expected to provide (i) energy advisory services, including energy procurement strategy and contract support; (ii) energy brokering, procurement and power marketing, including purchases of energy on behalf of Portfolio Entities through a retail energy marketer or as a broker; (iii) renewable or other low-carbon energy procurement, including purchases of renewable energy and/or investment in renewable energy projects; (iv) bill management, including bill pay support, which may include paying of bills, checking for billing errors and tariff negotiation and (v) data and emissions inventories, including managing energy data and calculating emissions from energy purchases. As a centralized Blackstone platform combining purchasing power of its potential client participants (which could also include unaffiliated third parties), BX Energy Services is expected to be able to negotiate and provide pricing terms and quality of service that are more favorable than those that the Funds and the Portfolio Entities could obtain for themselves on an individual basis, or from third parties.

Blackstone and Other Blackstone Clients could benefit from these transactions and activities through current income and creation of enterprise value in BX Energy Services’ businesses. Furthermore, Blackstone, the Other Blackstone Clients and their portfolio entities and their affiliates and related parties will use the services of BX Energy Services, including at different rates as further described below. Although Blackstone believes the services provided by BX Energy Services are equal or better than those of third parties, Blackstone directly benefits from the engagement of BX Energy Services, and there is therefore an inherent conflict of interest.

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

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

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

The Sponsor will make determinations of market rates (i.e., rates that fall within a range that the Sponsor 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 the Sponsor's experience with non-affiliated service providers as well as benchmarking data and other methodologies determined by the Sponsor to be appropriate under the circumstances. In respect of benchmarking, while Blackstone often obtains benchmarking data regarding the rates charged or quoted by third parties for services similar to those provided by Blackstone affiliates in the applicable market or certain similar markets, relevant comparisons may not be available for a number of reasons, including, without limitation, as a result of a lack of a substantial market of providers or users of such services or the confidential or bespoke nature of such services (e.g., different assets may receive different services). In addition, benchmarking data is based on general market and broad industry overviews, rather than determined on an asset by asset basis. As a result, benchmarking data does not take into account specific characteristics of individual assets then owned or to be acquired by a Fund (such as size or location), or the particular characteristics of services provided. Further, it could be difficult to identify comparable third-party service providers that provide services of a similar scope and scale as the Blackstone-affiliated service providers that are the subject of the benchmarking analysis or to obtain detailed information about pricing of a service comparable to that being provided to the Funds from third-party service providers if such service providers anticipate that Blackstone will not in fact engage their services. For these reasons, such

market comparisons may not result in precise market terms for comparable services. Expenses to obtain benchmarking data will be borne by a Fund, Other Blackstone Clients and their respective Portfolio Entities and will not offset the Management Fee. Finally, in certain circumstances the Sponsor 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) or 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. These conflicts related to Blackstone-affiliated service providers will not necessarily be resolved in favor of the Funds, and limited partners may not be entitled to receive notice or disclosure of the occurrence of these conflicts. Some of the services performed by Blackstone-affiliated service providers could also be performed by the Sponsor from time to time and vice versa. Fees paid by the Funds or their portfolio entities to Blackstone-affiliated service providers do not offset or reduce the Management Fee payable by the limited partners of the Funds and are not otherwise shared by the Funds.

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 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 Other Blackstone Client would incur on any FX payment or receipt regardless of counterparty).

***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, Comparable 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 the Funds to implement its investment program. (See also “—Multiple Blackstone Business Lines.”)

***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 Everlake and AIG L&R).

BIS previously operated within the Tac Opps business unit, which business unit also includes BXGA. BIS has in the past and may in the future share personnel and resources with Tac Opps. As such, the BIS investment team is on occasion integrated with Tac Opps, (and as a result, BXGA), and will from time to time attend Tac Opps Review Committee and Investment Committee meetings that BXGA personnel also attend and otherwise share information regarding investment opportunities with other BXGA personnel (and vice versa). For example, Tac Opps has a history of collaborating with BIS on certain insurance investments and is expected to continue collaborating on such investments in the future, which collaboration is expected to include BXG as well. In connection with such investments, BIS may provide asset management or other similar services to Portfolio Entities and the fees attributable to such services will not offset or reduce the Management Fees payable by the limited partners or otherwise be shared with the Funds, their Portfolio Entities or the limited partners. As a result of the foregoing, BXGA will, from time to time, receive compensation based on such fees and may be incentivized to participate in and pursue more insurance-related transactions due to the prospect of earning such fees. Such arrangements may give rise to additional conflicts of interest in relation to the Funds and there can be no assurance they will be resolved favorably for the Funds.

In addition, 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 a Fund and/or its Portfolio Entities (e.g., as originators, co-originators, counterparties or otherwise). 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 arrangements) will not be an “Affiliate” under the Organizational Documents of a Fund, nor subject to consent of the 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 limited partners 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 Portfolio Entities or other forms of financing to Portfolio Entities (including special purpose vehicles established by the Funds or such Portfolio Entities) (see “Conflicting Fiduciary Duties to Debt Funds” and “Investments in Which Other Blackstone Clients Have a Different Principal Investment Generally” herein). When investing alongside the Funds or their Portfolio Entities or in other transactions related to the Funds or their Portfolio Entities, 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 Sponsor determines in good faith that the conflict of interest is mitigated in whole or in part through various measures that Blackstone or the Sponsor implements, the Sponsor is not required and does not intend to seek approval of the L.P. Advisory Committee or the limited partners. 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 Sponsor 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 will also from time to time require the applicable BIS Clients participating in a transaction to consent thereto (including in circumstances where the Sponsor does not seek the consent of the L.P. Advisory Committee or the limited partners). 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 the Funds or Portfolio Entities of the Funds or Other Blackstone Clients in an effort, in part, to increase the customer base of such companies or businesses or because such referrals or introductions will, in certain circumstances, result in financial benefits, such as cash payments, additional equity ownership, or participation in revenue share, accruing to the party making the introduction. Furthermore, such introductions or referrals may involve the transfer of certain personnel or employees among Blackstone and Portfolio Entities of the Funds and Other Blackstone Clients, which may result in a termination fee or similar payments being due and payable from one such entity to another. In the alternative, Blackstone may form a joint venture (or other business relationship) with such a Portfolio Entity to implement such arrangements, pursuant to which the joint venture or business provides services (including, without limitation, corporate support services, loan management services, management services, operational services, ongoing account services, e.g., interacting and coordinating with banks generally and with regard to any related know-your-client requirements, risk management services, data management services, consulting services, brokerage services, sustainability and clean energy consulting services, insurance procurement, placement, brokerage and consulting services, and other services to such Portfolio Entities that are referred to the joint venture or business by Blackstone). Such referrals may be made by Blackstone in an effort, in part, to increase the customer base of such companies or businesses (and therefore the value of the investment held by the Funds or Other Blackstone Clients) or because such referrals or introductions will, in certain circumstances, result in financial benefits, such as cash payments, additional equity ownership, or participation in revenue share and/or milestones benefitting the referring or introducing party that are tied or related to participation by the Portfolio Entities of the Funds and/or of Other Blackstone Clients, accruing to the party making the introduction. Such joint venture or business could use data obtained from such Portfolio Entities (see “Data” and “Data Management Services” herein.) The Funds and the limited partners 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, 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, nonetheless 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.*** A Fund 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 BXGA or any of its affiliates (or Other Blackstone Client) 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 the L.P. Advisory Committee or the limited partners and will involve the exercise of BXGA's and its 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, BXGA 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 Organizational Documents, to determine the proportionate interest of such Funds, the other 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 BXGA and its 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 limited partners or the Funds that participated in such contributed assets, each of which may have a material impact on limited partners' returns in respect of such investments or the Funds more generally. In making these determinations BXGA and its 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 a Fund's interest in, or proceeds received from, any Asset Pool, will be subjective. A Fund will generally be exposed to the performance of all assets in an Asset Pool and those investments contributed to the Asset Pool by the other Funds or Other Blackstone Clients may not perform as well as those investments contributed by such Fund. Accordingly the returns of such Fund 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, a Fund or its 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 unpaid capital commitment of the limited partners, will not be subject to the investment limitations applicable to such Fund's investments, will not be subject to the carried interest waterfall, will not be subject to any preferred return and will not 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 limited partners.

***Cross-Guarantees and Cross-Collateralization.*** In certain circumstances, the Funds and their Portfolio Entities can be expected to enter into cross-collateralization, cross-guarantees or similar arrangements with other Funds, Comparable Funds, Other Blackstone Clients (including co-investment vehicles) and their Portfolio Entities, particularly in circumstances in which better financing terms are available through such arrangements, particularly in circumstances where the assets of each Portfolio Entity are similar in nature. It is often better (or commercially required) for a counterparty to view the various entities as one single "Blackstone" party and therefore appropriate for these obligations to be addressed among Other Blackstone Clients by way of a back-to-back or reimbursement type agreement. Also, it is expected that cross-collateralization will generally occur at Portfolio Entities rather than the Funds for obligations

that are not recourse to the Funds except in limited circumstances such as “bad boy” events. While cross-collateralization of Investments may enable the Funds to obtain more favorable terms in respect of certain indebtedness across certain investments, (for example, such as where Investments of different but overlapping classes are located in the same region) on a modest scale, any cross-collateralization arrangements with other Funds or Other Blackstone Clients could result in the Funds losing their interests in otherwise performing investments or other assets of the Funds due to poorly performing or non-performing investments or other assets of other Funds or Other Blackstone Clients in the collateral pool or such persons otherwise defaulting on their obligations under the terms of such arrangements (and for the avoidance of doubt, the Funds’ obligations under such cross-collateralization arrangements are expected to apply to investments in which the Funds have not participated). The limited partners may also be required to fund capital contributions to cover the Funds’ obligation under a default. A Fund 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 such Fund’s 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 Funds. Through cross-collateralization, such other Funds may nevertheless be indirectly exposed to risks associated with leverage on fees, expenses and/or other obligations of the Fund. (See also “Liability Arising From Transactions Entered into Alongside Blackstone and/or Other Blackstone Clients” and “Asset Pooling” 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 to ensure no Portfolio Entity bear 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 will from time to time enter into one or more joint venture arrangements with third-party joint venture partners. Investments made with joint venture

partners will often involve performance-based compensation and other fees payable to such joint venture partners, as determined by BXGA in its sole discretion. The joint venture partners could provide services similar to those provided by BXGA to the Funds. Yet, no compensation or fees paid to the joint venture partners would reduce or offset Management Fees or carried interest payable to BXGA. Additional conflicts would arise if a joint venture partner is related to Blackstone in any way, such as a limited partner investor in, lender to, a shareholder of, or a service provider to Blackstone, the Funds, Other Blackstone Clients, or their respective Portfolio Entities, or any affiliate, personnel, officer or agent of any of the foregoing.

**Valuation Matters.** The fair value of all investments or of assets received in exchange for any Investments will ultimately be determined by BXGA in accordance with the procedures set forth in Organizational Documents and the General Partner's 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 and the ultimate sales price could be material. BXGA may, from time to time, rely on the analysis of third-parties to determine such valuations. 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, BXGA could believe that capitalization rates will be lower upon 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 Investment depends to a great extent on economic, market and other conditions beyond BXGA's control. In addition, the valuation of certain types of investments such as early-stage companies may be less predictable than later-stage companies or companies in other sectors with more observable valuation inputs or readily available market pricing. Moreover, certain financial challenges specific to these types of investments, such as the inherent uncertainty in the evaluation of the cost, risk and time of research and development, the outcomes of marketing testing, receipt of regulatory approvals (if applicable), and achievement of key milestones, may further adversely affect the reliability of BXGA's valuations of a Fund's Investments. The valuation of Investments will affect the amount and timing of the Sponsor's carried interest and, under certain circumstances and following a Fund's investment period, the amount of Management Fees and Servicing Fees payable to BXGA. The valuation of investments will, in certain circumstances, also affect the ability of Blackstone to raise a successor fund to the Funds and to form and attract capital to Other Blackstone Clients. As a result, there can be expected to be circumstances in which BXGA is incentivized to defer realization of Investments, make more speculative Investments, seek to deploy the capital commitments in investments at an accelerated pace and/or hold investments longer and/or determine valuations

that are higher (or lower) than the actual fair value of investments, which generally remains in the sole discretion of Blackstone. There will be no retroactive adjustment in the valuation of any investment, the offering price at which interests in a Fund were purchased by limited partners or repurchased by a Fund, as applicable, or the fees and/or performance-based compensation paid to the Sponsor to the extent any valuation proves to not accurately reflect the realizable value of an asset in the Funds (subject to any clawback mechanism described in the applicable Organizational Documents).

In addition, in the event that a Fund makes any distribution in-kind to its investors, the fair market value of such property is expected to be determined by the Sponsor (who at times may receive input from a third-party valuation expert), subject to the terms and conditions of the Organizational Documents. As there is no guarantee that such valuations will reflect the value for such assets that would be achieved if such assets were sold to a third party rather than distributed in-kind, investors in each Fund 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 Sponsor 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 Sponsor, 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 limited partners 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 Organizational Documents), the Sponsor's carried interest distributions may be based on a valuation that is higher than the price of the securities actually distributed to the limited partners or that the Sponsor would have received had such securities been sold for cash, in each case at the time of distribution.

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



**Group Procurement; Discounts.** The Funds and their Portfolio Entities will enter into agreements regarding group procurement (including, but not limited to, CoreTrust, a group purchasing organization), 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 or 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 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 limited partners rely on BXGA to handle them in its sole discretion.

**Diverse Limited Partner Group.** The limited partners of the Funds 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 interests in Blackstone Inc. The conflicting interests of limited partners 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. BXGA 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) limited partners 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 limited partners in separate transactions. In selecting and structuring investments appropriate for the Funds, BXGA will consider the investment and tax objectives of the Funds and their partners as a whole (and those of investors in other Funds and investment vehicles managed or advised by Blackstone that participate in the same investments as the Funds), and not the investment, tax or other objectives of any investors 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, BXGA will, in certain circumstances, elect to limit certain limited partners' participation in particular investments or exclude certain limited partners 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 take into account the U.S. Employee Retirement Income Security of 1974, as amended ("ERISA"), legal, tax, regulatory, policy or other similar considerations (including established investment policies of a limited partner) and/or limitations with respect to any limited partner (or category of limited partners) 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 BXGA in good faith, in which case non-limited or excluded limited partners shall be allocated a greater proportionate interest in such investment (or follow-on investment related thereto, notwithstanding the initial or existing ownership proportions thereof). In addition, reductions in unpaid capital commitments for capital contributions in respect of Management Fees are based on the actual amounts paid by the limited partners. Therefore, to the extent a limited partner is entitled to a discounted or reduced Management Fee arrangement (including as set forth in the Organizational Documents or one or more side letters or other agreements (including any agreement governing a Strategic Relationship)) such limited partner's capital contributions in respect of Management Fees will be disproportionate as compared to any limited partner without such arrangement, and as a result its unpaid capital commitment will be proportionately higher than such other limited partner, 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, the limited partners can be expected to also be limited partners in 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 BXGA in the treatment of different limited partners. The limited partners can be expected to also include affiliates of Blackstone, such as Other Blackstone Clients, (including Strategic Partners, via a primary investment or secondary acquisition), affiliates of Portfolio Entities of the Funds or Other Blackstone Clients, or charities, foundations or other entities or programs associated with Blackstone personnel, founders, executives, entrepreneurs and/or current or former Blackstone personnel, Blackstone's senior advisors, and any such affiliates, funds or persons can be expected to also invest in the Funds or through the vehicles established

in connection with Blackstone's side-by-side co-investment rights, in each case, without being subject to management fees or carried interest (or otherwise on more favorable terms, including not bearing in-house administrative, accounting, legal and/or technology-related expenses notwithstanding that such expenses are charged to the Funds), and the limited partners will not be afforded the benefits of such arrangements. Some of the foregoing Blackstone-related parties are sponsors of feeder vehicles that could invest in the Funds as limited partners. 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 limited partners will have equivalent rights to vote and withhold consents as non-related limited partners, unless otherwise provided by the terms of the applicable governing agreements. Nonetheless, Blackstone may have the ability to influence, directly or indirectly, these Blackstone related limited partners. 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 limited partner or an affiliate of a limited partner (which may occur in connection with such investors or affiliates making a capital commitment to the Other Blackstone Clients), including with respect to one or more investments (or types of investments). Such transactions may include agreements to pay performance fees to a management team and other related persons in connection with the Funds' investment therein, which will reduce the Funds' returns and will not necessarily be subordinated to the return of the limited partners' capital contributions. Such limited partners described in the previous sentences can be expected to therefore have different information about Blackstone and the Funds than limited partners not similarly positioned. In addition, conflicts of interest will, in certain circumstances, arise in dealings with any such limited partner, and BXGA and its affiliates may be motivated to enter into agreements, transactions or arrangements with limited partners or their affiliates in order to secure capital commitments from investors in 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" above.) 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 such fund 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 fund that is present to prospective

investors in Blackstone fundraise materials). In addition, not all limited partners and investors monitor their investments in vehicles such as the Funds in the same manner. For example, certain limited partners or other investors in the Blackstone Growth Program can be expected to periodically request from BXGA information regarding the Funds and/or their Portfolio Entities and investments (and the Blackstone Growth Program) that is not otherwise included in the reporting and other information delivered to all limited partners—for instance, pre-quarterly reporting valuation. In such circumstances, BXGA may provide such information to such limited partners and not to other limited partners and BXGA will not be obligated to affirmatively provide such information to all limited partners simply because it has provided such information upon request by certain limited partners. In addition, certain limited partners can be expected to be joint venture partners with or co-investors alongside the Funds in one or more investments, which status may include rights (such as voting or observer seats on the board of directors of a Portfolio Entity) that provide such limited partners with information about such investment that will not be made available generally to all limited partners. As a result, certain limited partners can be expected to receive more information from BXGA about the Blackstone Growth Program, the Funds and their Portfolio Entities, or can be expected to receive information about the Funds, the Blackstone Growth Program and their Portfolio Entities at an earlier time, than other limited partners, and BXGA will have no duty to ensure all limited partners receive the same information regarding the Blackstone Growth Program, the Funds and Portfolio Entities. Therefore, 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 limited partners do not take. Furthermore, at certain times Blackstone will, in certain circumstances, be restricted from disclosing to the limited partners 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 limited partners or limited partners of Other Blackstone Clients. These institutions and personnel are a potential source of information and ideas that could benefit the Funds, and can be expected to receive information about the Funds and their Portfolio Entities in their capacity as a service provider or vendor to the Funds and their Portfolio Entities.

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

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

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

**Limited Partners' Outside Activities.** A limited partner 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 BXGA in its sole discretion). None of the Funds, any limited partner or any other person shall have any rights by virtue of the Organizational Documents or any related agreements in any business ventures of any limited partner. The limited partner, and in certain cases BXGA, will have conflicting loyalties in these situations.

**Leverage; Credit Facilities.** The Funds are expected to enter into and utilize one or more subscription and/or net asset value credit facilities, which involve potential conflicts of interest. Subject to the limitations in the Organizational Documents, the use of a subscription and/or net asset value credit facility by the Funds is within the Sponsor's 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 such credit facility for the Funds, the Sponsor has adopted a policy relating to the use of fund-level credit facilities for the Funds and may update or adopt from time to time policies or guidelines relating to the use of such credit facilities. Generally and without limiting the foregoing, the Funds can be expected to seek to utilize a subscription and/or net asset value credit facility in lieu of capital calls, for the purpose of, among other things, funding all new investments, Fund expenses, Management Fees, servicing fee), organizational expenses and other Fund obligations, making distributions to partners, 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 at least annually (including for any investments outstanding at least nine months) subject to the Organizational Documents and the unused amount remaining under the credit facilities and the Funds' and credit facilities' contractual restrictions. Capital calls will be utilized to repay the credit facility borrowings until capacity is available. In addition, as part of the policy, BXGA has adopted guidelines for the longer-term use (i.e., greater than nine months) of the credit facilities. Examples of when the longer-term fund-level financing will typically be used include, but are not limited to, (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 fund greenfield debt capacity issues de novo or nascent platform investments that require incremental, repeated fundings, (d) to borrow for management fees, (e) to fund in local currencies, including to provide natural hedging for non-U.S. dollar investments or to make margin payments as necessary under currency hedging arrangements, and (f) when BXGA otherwise determines that it is in best interests of the Funds or otherwise appropriate under the circumstances. The General Partner may be incentivized to cause a Fund or Portfolio Entities to borrow (whether from such Fund's subscription credit facility or otherwise) for distributions as it will result in the General Partner 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 Other Blackstone Clients (including co-investment vehicles) party thereto (collectively, "Program LPs") as determined by the lender, which determination may be based in part on terms agreed to with Program LPs by the General Partner or its affiliates (and the lender may determine that certain limited partners or Other Blackstone Clients have little or no credit quality), whereas the amount of credit available under a net asset value credit facility is tied to the creditworthiness of the underlying assets pledged to such facility. Moreover, the credit quality of Program LPs may be negatively impacted (or disregarded completely by a lender) as a result of contractual agreement (including side letters) between Program LPs and Blackstone. For this reason Program 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 Program LPs with a lower credit quality, which results in an indirect benefit conferred by the higher credit quality Program LPs to the others. While BXGA expects to generally utilize credit facilities for the Funds and Other Blackstone Clients 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 and Other Blackstone Clients and such credit facilities, among other factors and the subscription credit facility used by the Funds and Other Blackstone Clients may differ. Therefore, as the subscription credit facilities utilized by the Funds and/or Other Blackstone Clients have different terms, such

as with respect to hedging, currency limitations and interest rates, while the Funds and Other Blackstone Clients may be invested in the same investment, and while the valuation of such investment would be consistently determined pursuant to the Organizational Documents and the relevant organizational documents of the Other Blackstone Clients, the investment return can, in certain circumstances, differ among the Funds and the Other Blackstone Clients 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 limited partners from time to time, are based on the payment date of capital contributions received from limited partners. In respect of investment and performance data referred as reported to limited partners 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 from limited partners, not the timing or amount of fund-level borrowings such as the subscription line of credit. This treatment would also apply in instances where a fund utilizes borrowings under a fund's subscription credit facility in lieu of, or in advance of receiving capital contributions from limited partners to repay any such borrowings. As a result, use of a subscription credit facility (or other long-term leverage) will impact calculations of returns and will result in a higher or lower reported IRR than if the amounts borrowed had instead been funded through capital contributions made by the limited partners to the Funds. If the use increases the IRR, as it normally does, the Sponsor will have various incentives to use the subscription credit facility, including marketing efforts of Other Blackstone Clients. For example, in the event the interest rate on borrowings is lower than the hurdle rate, use of leverage arrangements can be expected to accelerate or increase distributions of carried interest to the Sponsor, providing an economic incentive to fund investments of the Funds through long-term borrowings in lieu of capital contributions. In addition, the Sponsor can be expected to receive a greater amount of Management Fees and servicing fees if following the investment period borrowings under the facility are utilized in lieu of a combination of limited partners' 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, *pro rata* or on such other basis that the Sponsor determines to be more equitable under the circumstances, which will increase the expenses borne by applicable limited partners 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 subscription and/or net asset value credit facilities and enter into other similar arrangements and extensions of credit for the benefit of co-investors, joint venture partners and Other Blackstone Clients, including vehicles participating in Blackstone side-by-side co-investment rights, which invest alongside the Funds in one or more investments. For example, the Funds can be expected to borrow to fund a joint venture partner's, co-investor's or Other Blackstone Client's *pro rata* share of an investment or expense related to an investment. In such circumstances, BXGA generally intends to disclose such arrangements as part of the periodic reporting or other appropriate communications relating to the Funds and to cause any such other investors, 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 generally not bear any portion of the costs of establishing and maintaining the Funds' subscription credit facilities, which will be borne entirely by the Funds. Additionally, conflicts of interest also have the potential to arise to the extent that a subscription credit facility is used to make an investment that is later sold in part to Joint Venture Partners, co-investors or Other Blackstone Clients, as to the extent co-investors are not required to act as guarantors under the relevant facility or pay related costs or expenses, co-investors nevertheless stand to receive the benefit of the use of the subscription credit facility and neither the relevant Funds nor investors generally will be compensated for providing the relevant guarantee(s) or being subject to the related costs, expenses and/or liabilities. BXGA 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 pay interest expenses and other expenses incurred in relation to the line of credit.

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 a limited partner fails to pay when due installments of its capital commitment to a Fund or its portion of Management Fees, organizational expenses or any amount otherwise due under the Organizational Documents, and the contributions and/or payments made by non-defaulting limited partners and borrowings by such Fund are inadequate to cover the defaulted capital contributions or other payments, such Fund may be unable to pay its obligations when due. As a result, such Fund may be subjected to significant penalties that could materially adversely affect the returns to the limited partners (including non-defaulting



limited partners). If a limited partner defaults, such limited partner 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 such Fund. A default by a limited partner may also limit a 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 limited partners to fund the shortfall caused by the defaulting limited partner(s). A default by a limited partner may also limit a 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, BXGA, Blackstone and their respective directors, officers, employees, agents, Independent Client Representative (if any) and representatives, and members of the L.P. Advisory Committee 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, BXGA and/or Blackstone (including their respective directors, officers, employees, agents, Independent Client Representative (if any), representatives, members of any L.P. Advisory Committees or any L.P. representatives and other indemnified parties). BXGA will make judgments about the allocation of premiums, fees, costs and expenses for such "umbrella," group or other insurance policies among the Funds, Other Blackstone Clients, BXGA 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 can be expected to 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 can be expected to reasonably

determine). (See also “Service Providers, Vendors and Other Counterparties Generally” and “Group Procurement; Discounts” herein.)

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

***Captive Insurance; Gryphon.*** The Funds and Other Blackstone Clients (and their Portfolio Entities) will also, in certain circumstances, self-insure through Gryphon Mutual Insurance Company (“Gryphon”), a captive insurance company (the “Captive”), owned entirely by its participants (including the Funds and such Other Blackstone Clients). An affiliate of BXGA manages the Captive, oversees its operations and service providers, provides a guarantee for a letter of credit to help capitalize it and receives a fee based on a percentage of the premiums (subject to the benchmarking process described above), and a third-party insurance services firm will provide brokerage, administration and insurer management services. The fees and expenses of the Captive, including insurance premiums and fees paid to its manager, will be borne by the Funds and Other Blackstone Clients pro rata based on estimates of insurance premiums that would have been payable for each party’s respective properties, as benchmarked by third parties, and will be paid by each participant annually. While the Funds do not expect to provide any funding in addition to such annual contribution, it is possible that each member of the Captive, including the Funds, is required to make additional capital contributions in certain circumstances. This arrangement is expected to provide the Funds with greater control over its property insurance program and reduce overall costs of insurance through lower premiums and reduction or elimination of insurance brokerage costs. The Funds may, however, be negatively affected to the extent there are disproportionate losses incurred on properties held by Other Blackstone Clients participating in the Captive, including through increased future premiums or the lost ability to recoup capital contributions, and there can be no assurance that the arrangement will not result in under- or over-allocation of costs to the Funds relative to Other Blackstone Clients or that different allocations or arrangements than those provided above would not result in the Funds and its Portfolio Entities bearing less (or more) premiums, deductibles, fees, costs and expenses for insurance policies.

***Other Conflicts.*** In addition, other present and future activities of Blackstone, the Funds, Other Blackstone Clients and their Portfolio Entities, affiliates (including BXGA) and related parties will from time to time give rise to additional conflicts of interest relating to the Funds and their investment activities. BXGA generally attempts to resolve conflicts in a fair and equitable manner,

but conflicts will not necessarily be resolved in favor of the Funds' interests. In addition, pursuant to the Organizational Documents, an L.P. Advisory Committee will be established and authorized to give consent on behalf of the Funds with respect to certain matters, 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 the L.P. Advisory Committee or the Independent Client Representative (if any) consents to a particular matter as to which it is consulted and BXGA 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 BXGA and its affiliates will not have any liability to the applicable Fund or the limited partners for such actions taken in good faith by them. However, the L.P. Advisory Committee will not represent the interests of all the limited partners, each member of the L.P. Advisory Committee may act in the interests of the limited partner with which it is associated, and the members of the L.P. Advisory Committee may themselves be subject to various conflicts of interest. In general, the limited partners will not be entitled to control the selection of members of the L.P. Advisory Committee or to review the actions or deliberations of the L.P. Advisory Committee. Furthermore, some or all of the members of the L.P. Advisory Committee 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 such Funds and such Other Blackstone Client. 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 conflict of interests. As described in the applicable Organizational Documents, 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 with respect to the applicable Fund 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. Furthermore, in situations where a Fund makes an investment alongside an Other Blackstone Client, it is possible that while the Fund may require approval of the L.P. Advisory Committee to participate in such Investment, such Other Blackstone Client may not require approval from its respective advisory body (and vice versa). 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 Sponsor and Blackstone. The Sponsor 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 Sponsor. To the fullest extent permitted by applicable law, an Independent Client Representative shall not owe any fiduciary (or other similar) duty to a Fund, any limited partner or the limited partners as a group in connection with the activities of such Independent Client Representative other than a duty to act in good faith.

In addition, other present and future activities of Blackstone (including BXGA) will from time to time give rise to additional conflicts of interest relating to the Funds and their investment activities. In the event that any such conflict of interest arises, BXGA will attempt to resolve such conflicts in a fair and equitable manner. With respect to certain transactions that give rise to actual conflicts of interest between or among the Funds, Blackstone and/or its affiliates where the interests of the Funds are generally aligned, BXGA may in its discretion seek approval for such actual conflict of interests on behalf of the Funds (which, in certain cases, may include Comparable Funds in which some or all of the investors therein are affiliates of Blackstone) as a whole (a “Collective Consent”). Such Collective Consent will be effective upon the consent of a “majority in interest” of the investors participating or expected to participate in the applicable investment, determined based on the amounts invested or to be invested in such investment. In cases where different groups of investors have conflicting interests vis-à-vis each other, the Collective Consent of each group of investors sharing an alignment of interest, respectively, may be sought by BXGA and such Collective Consent will apply to all investors in such group. For purposes of the foregoing, with respect to any Comparable Fund that is structured as a commingled investment fund and which has a limited partner advisory committee or representative, the consent of such limited partner advisory committee or representative will be deemed to relate to the entire amount invested or to be invested in the related investment by such commingled investment fund. Therefore, each limited partner should be aware that (i) conflicts will not necessarily be resolved in favor of the Funds’ interests and (ii) the limited partners will be deemed to have approved any conflict of interest that is approved by the L.P. Advisory Committee or a “majority in interest” of the limited partners and the limited partners of the applicable other Funds as set forth above, even if a limited partner or the L.P. Advisory Committee actually voted against the approval of such conflict of interest.

***Additional Potential Conflicts of Interest.*** The officers, directors, members, managers and personnel of BXGA 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 BXGA. 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 BXGA 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 Fund. Finally, although Blackstone believes its positive reputation in the marketplace provides benefit to the Funds and Other Blackstone Clients, BXGA 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 limited partners in connection with their admission to the Funds without the approval of any other limited partner, which will have the effect of establishing rights under or altering or supplementing the terms of the Organizational Documents with respect to such limited partners in a manner more favorable to such limited partners than those applicable to other limited partners. Notwithstanding the fact that a limited partner may have a most favored nations provision in its side letter, such limited partner 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 limited partners, make statements of intent or expectation to such limited partners or acknowledge statements by such incoming limited partners 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 limited partners as part of an overall firm relationship. Additionally, it is expected that limited partners 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 limited partners generally and may be provided information in advance of communication to other limited partners 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 limited partners, and as a result limited partners will not typically receive notice thereof or copies of the documentation (if any) in which they are contained. There can be no assurance that any such arrangements will not have an adverse effect on the Funds or that such arrangements will not influence Blackstone's activities or the operation of the Funds.

***Possibility of Different Information Rights.*** Limited partners may request information from BXGA relating to the Funds, and BXGA can in its discretion provide such limited partners with the information requested. Limited partners that request and receive such information from BXGA relating to the Funds, or otherwise receive additional information with respect to a Portfolio Entity, including as a result of any rights obtained as a co-investor or Joint Venture Partner in an Investment, will consequently possess information regarding the business and affairs of the Funds that is not generally known to other limited partners. As a result, certain limited partners may take or not take actions on the basis of such information which, in the absence of such information, other limited partners do or do not take. Furthermore, at certain times Blackstone may be restricted from disclosing to the limited partners 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. See also “—Diverse Limited Partner Group” above.

### **Other Financial Industry Affiliations**

BXGA is an affiliate of the following entities:

<b>Bank Entity</b>	
Luminor Bank AS*	A Baltic bank purchased by Blackstone Capital Partners
<b>Broker-Dealer Entities</b>	
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
Currencies Direct Ltd.**	Provides money transfer services to individuals and businesses on a global basis
Everlake Distributors, L.L.C.*	Provides underwriting and distribution of variable life insurance or annuities to other broker-dealers and registered investment advisers

FEF Distributors LLC*	Serves as distributor and principal underwriter to the First Eagle mutual funds and private investment funds
Incenter Securities Group LLC**	Provides a variety of limited investment banking services
<b>Investment Advisor Entities</b>	
Alight Financial Advisors, LLC (D/B/A Aon Hewitt Financial Advisors, LLC)*	Provides advisory services to participants of plan sponsored 401(k) retirement plans
ASK Investment Managers Ltd.*	Provides investment advisory services to funds and high net worth individuals in India
Blackstone Alternative Asset Management L.P.	Manages a series of private and closed-end funds predominantly engaged in multi-manager investment programs ( <i>i.e.</i> , fund of hedge funds)
Blackstone Alternative Credit Advisors LP	Provides investment advisory services to a number of debt-focused private investment funds and closed-end funds
Blackstone Alternative Investment Advisors LLC	Provides investment advisory services to open end mutual funds and UCITS
Blackstone Alternative Solutions L.L.C.	Provides investment advisory services to private investment funds which predominantly participate in a broad range of direct investment opportunities
Blackstone Asset Based Finance Advisors LP	Provides investment advisory services to a number of separately managed accounts and vehicles that primarily engage in asset backed securities and whole loan investments
Blackstone CLO Management LLC (Management Series)	Provides investment advisory services to U.S. CLOs
Blackstone Communications Advisors I L.L.C.	Provides investment advisory services to a private investment fund specializing in communications-related private equity investments
Blackstone Core Equity Advisors L.L.C.	Provides investment advisory services to various private equity funds
Blackstone Credit BDC Advisors LLC	Provides investment advisory services to a debt-focused investment company electing to do business as a business development company
Blackstone Credit Systematic Strategies LLC	Provides investment advisory services to debt-focused separately managed accounts, private investment funds, closed-end funds and UCITS funds

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



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

CT Investment Management Co., LLC	Provides investment advisory services to publicly traded CDOs and private fund and account clients that predominantly engage in investments in the commercial real estate debt sector
Finance of America Capital Management LLC **	Provides investment advisory services to mortgage related asset private funds and managed accounts
First Eagle Alternative Capital BDC, Inc.*	Provides investment advisory services to private funds and institutional separate account clients
First Eagle Alternative Credit EU, LLC*	Provides investment advisory services to various private investment funds specializing in the European direct lending industry
First Eagle Alternative Credit EU MOA Ltd.*	Sponsor of limited partnerships for First Eagle's European Alternative Credit business
First Eagle Alternative Credit Funding, LLC*	Sponsor of limited partnerships for First Eagle's Alternative Credit business
First Eagle Alternative Credit, LLC*	Provides investment advisory services for both direct lending and broadly syndicated investments, through public and private vehicles, collateralized loan obligations, separately managed accounts, and co-mingled funds
First Eagle Investment Management, LLC*	Provides investment advisory services to mutual funds, private investment funds, institutional accounts and high net worth individuals
First Eagle Separate Account Management, LLC*	Provides investment advisory services to a business development company
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
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 Direct Lending Manager III, LLC*	Serves as the manager of a private direct lending fund

Napier Park Global Capital GmbH*	Provides Swiss investment advisory services
Napier Park Global Capital (US) LP*	Provides investment advisory services to credit and private investing private investment funds and institutional accounts and collateral management services to securitized asset funds
NIBC Bank N.V.***	Advisory/banking affiliate of NIBC, a PE and BTO portfolio company
NIBC Credit Management, Inc.***	Advisory affiliate of NIBC, a PE and BTO portfolio company
Regatta Loan Management LLC* (Relying Adviser)	Provides collateral management services to securitized asset funds
Blackstone Administrative Services Canada ULC	Canadian exempt investment adviser, which serves as a sub-advisor to the registrant and/or its affiliates
Blackstone Advisors India Private Limited	India investment advisory firm, which serves as a sub-advisor to affiliates of the registrant
Blackstone Advisors Korea Limited	Korean investment advisory firm, which serves as a sub-advisor to affiliates of the registrant
Blackstone 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 (China) Equity Investment Management Company Limited	Chinese investment advisory firm
Blackstone Europe Fund Management S.a.r.l.	Provides services to various alternative investment funds with branch offices in other locations
Blackstone Ireland Fund Management Limited	Provides investment advisory services (management/distribution) to debt-focused private investment funds and alternative investment funds
Blackstone Ireland Limited	Provides investment advisory services to debt-focused private investment funds, separately managed accounts and acts as an investment fund manager

Blackstone Real Estate Australia Pty Limited	Australian investment advisory firm, which serves as a sub-advisor to affiliates of the registrant and provides investment management services to trustees and in respect of trusts indirectly controlled by the registrant
Blackstone (Shanghai) Equity Investment Management Co. Ltd.	Chinese investment advisory firm, which serves as a sub-advisor to affiliates of the registrant
Blackstone (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 provides investment advisory services to funds controlled by the registrant
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
Napier Park Global Capital Ltd*	Provides investment advisory services to credit and private investing private investment funds and institutional accounts and collateral management services to securitized asset funds
The Blackstone Group (Australia) Pty Limited	Australian investment advisory firm, which serves as a sub-advisor to affiliates of the registrant
The Blackstone Group Germany GmbH	German investment advisory firm, which serves as a sub-advisor to affiliates of the registrant and acts as an investment fund manager
The Blackstone Group (HK) Limited	Hong Kong investment advisory firm holding licenses of dealing in securities and advising on securities, which serves as a sub-advisor to affiliates of the registrant
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 Japan K.K.	Japanese investment advisory firm, which serves as a sub-advisor to affiliates of the registrant and has a broker-dealer license for fund marketing
The Blackstone Group Spain SLU	Spain investment advisory firm, which serves as a sub-advisor to the registrant

<b>Registered Commodity Trading Advisor and/or Registered Commodity Pool Operator Entities</b>	
Blackstone Alternative Asset Management L.P. (CTA/CPO)	Manages a series of private and closed-end funds engaged in multi-manager investment programs ( <i>i.e.</i> , fund of hedge funds)
Blackstone Alternative Investment Advisors LLC (CTA/CPO)	Provides investment advisory services to open end mutual funds and UCITS
Blackstone Alternative Solutions L.L.C. (CTA/CPO)	Provides investment advisory services to private investment funds which participate in a broad range of direct investment opportunities
Blackstone Strategic Alliance Advisors L.L.C. (CTA/CPO)	Manages a series of private funds engaged in a hedge fund “seeding” program
Napier Park Global Capital Ltd* (CTA/CPO)	Provides investment advisory services to credit and private investing private investment funds and institutional accounts and collateral management services to securitized asset funds
Napier Park Global Capital (US) LP* (CTA/CPO)	Provides investment advisory services to credit and private investing private investment funds and institutional accounts and collateral management services to securitized asset funds
<b>Insurance Entities</b>	
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
Prima Assicurazioni S.p.A.**	An Italian tech-enabled insurance company
Westland Insurance Group Ltd. *****	A property and casualty insurance broker

\*Portfolio company of affiliated private equity fund

\*\*Portfolio company of affiliated Tactical Opportunities funds

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

\*\*\*\*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 BXGA and certain of their affiliates in Hong Kong, India, Singapore, the United Kingdom, Shanghai, and Australia, respectively.

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

BXGA 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. All BXGA 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 all applicable laws.

BXGA 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 BXGA meets its fiduciary obligations to BXGA’s clients (or prospective clients) and to instill a culture of compliance within BXGA. 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. BXGA also supplements the Code with ongoing monitoring of employee activity.

The Code includes, among other items, the following:

- Requirements related to confidentiality;
- Limitations on, and reporting of, gifts and entertainment;
- Pre-clearance of political contributions;
- Pre-clearance and reporting of employee personal securities transactions;
- Pre-clearance of outside business activities; 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. BXGA has adopted policies and procedures reasonably designed to address such potential conflicts of interest.

BXGA and its 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 advisors have a Code of Ethics, and are intended to assist Blackstone with identifying and mitigating actual or potential conflicts of interest with Blackstone's clients that may arise as a result of such transactions. In addition, Blackstone has implemented certain policies and procedures (e.g., information walls) to restrict access to material non-public information. The Blackstone Legal and Compliance Department is responsible for overseeing compliance with the requirements of the Code, which requirements include, but are not limited to, reporting of personal investment activities, accounts, pre-clearance of personal securities transactions, reporting of certain investment transactions and periodic compliance certifications. The Code is available for review upon request.

You may request a copy of the Code by contacting BXGA's Chief Compliance Officer, Joshua Shapiro, at (212) 583-5000 or [Joshua.Shapiro@Blackstone.com](mailto:Joshua.Shapiro@Blackstone.com).

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



## **Item 12 – Brokerage Practices**

BXGA will, in certain circumstances, trade in public securities. In the event BXGA executes a brokerage transaction for the Funds (e.g., trades in public securities as a direct investment, as part of or following an initial public offering of a Portfolio Entity) or enters into hedging transactions), BXGA 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

The Funds' accounts and investment positions are monitored by BXGA personnel on a regular and current basis. The BXGA Investment Committee meets as necessary to review general portfolio composition, investment opportunities, market conditions, potential conflicts, and recent trading activities. The BXGA Investment Committee consists of approximately 14 persons, which is comprised of executive officers of Blackstone, business heads of certain of Blackstone's investment businesses and certain BXG senior managing directors. The Investment Committee may also draw on regional and/or sector experts within Blackstone as appropriate given the specific profile of each investment opportunity. BXGA conducts regular monitoring of its portfolio companies utilizing a number of processes designed to focus on and measure progress against the key components of the value-added business plan. These processes include, but are not limited to, ongoing monitoring by the BXGA deal and asset management teams, quarterly valuation meetings, and monthly financial reporting from the Portfolio Entities. BXGA may periodically review on an expedited basis the assets of the Funds following a unique occurrence in the financial industry or market generally.

### Reports to Investors

Investors in the Funds generally will receive written quarterly reports which will include capital balance and Funds performance statistics. Investors also will receive written annual audited financial statements for the Fund in which they are invested. BXGA makes use of a website, BX Access, available at [www.bxaccess.com](http://www.bxaccess.com) for the distribution of reports and other information to 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, BXGA 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 BXGA may be restricted from disclosing to investors material non-public information regarding any assets in which a Fund invests, particularly those investments in which an Other Blackstone Client or Portfolio Entity that is publicly registered co-invests with a Fund.

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

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

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

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 have BXGA affiliates acting as General Partners and, as such, BXGA is generally deemed to have custody of the Funds’ securities and cash. BXGA 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**

BXGA maintains the authority to manage or advise the 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 BXGA will generally be deemed to have authority to vote proxies relating to the companies in which its clients invest, BXGA has adopted a set of policies and procedures (together, the “Policy”) in compliance with the Proxy Rule. To the extent that BXGA 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 BXGA in its sole discretion. Notwithstanding the foregoing, because proxy proposals and individual company facts and circumstances may vary, BXGA may not always vote proxies in accordance with the Policy. In addition, many possible proxy matters are not covered in the Policy. Generally, BXGA will vote proxies in favor of management’s recommendations, 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 BXGA or its affiliates, on the other hand. If BXGA determines that it has, or may be perceived to have, a conflict of interest when voting a proxy, BXGA will address matters involving such conflicts of interest on a case-by-case basis by consulting with the Chief Compliance Officer subject to legal, regulatory, contractual or other applicable considerations. The analysis will be documented. BXGA, 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 BXGA’s Chief Compliance Officer, Joshua Shapiro, at (212) 583-5000 or [Joshua.Shapiro@Blackstone.com](mailto:Joshua.Shapiro@Blackstone.com).

## **Item 18 – Financial Information**

BXGA has never been the subject of a bankruptcy petition at any time during the past ten years and is not 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 BXGA is not registered in any state.