

FIRST AMENDED AND RESTATED
EXEMPTED LIMITED PARTNERSHIP AGREEMENT
OF
GRAPHENE ALTERNATIVE FUND L.P.

Dated June 18, 2024

Effective July 1, 2024

THE LIMITED PARTNER INTERESTS OF GRAPHENE ALTERNATIVE FUND L.P. (THE “INTERESTS”) HAVE NOT BEEN REGISTERED UNDER THE U.S. SECURITIES ACT OF 1933, AS AMENDED (THE “SECURITIES ACT”), THE SECURITIES LAWS OF ANY U.S. STATE OR ANY OTHER APPLICABLE SECURITIES LAWS IN RELIANCE UPON EXEMPTIONS FROM THE REGISTRATION REQUIREMENTS OF THE SECURITIES ACT AND SUCH LAWS. THE INTERESTS MUST BE ACQUIRED FOR INVESTMENT ONLY, ARE SUBJECT TO SIGNIFICANT RESTRICTIONS ON TRANSFERABILITY, MAY NOT BE OFFERED FOR SUBSCRIPTION OR SALE, AND MAY NOT BE PLEDGED, HYPOTHECATED, SOLD, ASSIGNED OR TRANSFERRED, IN EACH SUCH CASE, AT ANY TIME EXCEPT IN COMPLIANCE WITH (I) THE SECURITIES ACT, ANY APPLICABLE U.S. STATE SECURITIES LAWS AND ANY OTHER APPLICABLE SECURITIES LAWS; (II) THE EXEMPTED LIMITED PARTNERSHIP ACT (AS REVISED) OF THE CAYMAN ISLANDS; (III) THE TERMS AND CONDITIONS OF THIS FIRST AMENDED AND RESTATED EXEMPTED LIMITED PARTNERSHIP AGREEMENT OF GRAPHENE ALTERNATIVE FUND L.P. (THE “PARTNERSHIP”), AS MAY BE AMENDED, MODIFIED AND/OR SUPPLEMENTED FROM TIME TO TIME (THIS “AGREEMENT”); AND (IV) THE TERMS AND CONDITIONS OF THE SUBSCRIPTION AGREEMENTS FOR THE INTERESTS. THEREFORE, PURCHASERS OF THE INTERESTS WILL BE REQUIRED TO BEAR THE RISK OF THEIR INVESTMENT FOR AN INDEFINITE PERIOD OF TIME.

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FIRST AMENDED AND RESTATED
EXEMPTED LIMITED PARTNERSHIP AGREEMENT
OF
GRAPHENE ALTERNATIVE FUND L.P.

Dated June 18, 2024

Effective July 1, 2024

This First Amended and Restated Exempted Limited Partnership Agreement is made and entered into on the date set forth above by and among the undersigned Persons and shall govern the Partnership with effect from July 1, 2024 (the “Effective Date”). Capitalized terms used in the preamble and recitals of this Agreement and not otherwise defined therein are defined in Article I.

RECITALS:

WHEREAS, the Partnership was formed and registered as a Cayman Islands exempted limited partnership under the Act upon execution of the Original Agreement (as defined below) and the filing of a statement pursuant to Section 9 of the Act (the “Section 9 Statement”) with the Registrar of Exempted Limited Partnerships of the Cayman Islands (the “Registrar”);

WHEREAS, in connection with the formation of the Partnership, the General Partner and the Initial Limited Partner entered into an initial exempted limited partnership agreement, dated May 7, 2024 (the “Original Agreement”); and

WHEREAS, the undersigned Persons desire to amend and restate the Original Agreement and enter into this Agreement to: (i) set forth their respective interests, rights, powers, authorities, duties, responsibilities, liabilities and obligations in and with respect to the Partnership, as well as the respective interests, rights, powers, authorities, duties, responsibilities, liabilities and obligations of Persons who may hereafter be admitted to the Partnership as Partners in accordance with the provisions hereof; (ii) provide for the management and conduct of the business and affairs of the Partnership; and (iii) provide for the admission of the Founding Limited Partner and the withdrawal of the Initial Limited Partner.

NOW, THEREFORE, in consideration of the mutual covenants and agreements herein made and intending to be legally bound, the parties hereto hereby agree to continue the Partnership and hereby amend and restate the Original Agreement, which is replaced and superseded in its entirety by this Agreement, as follows:

ARTICLE I

Interpretation

Section 1.01 Definitions. Unless otherwise expressly provided in this Agreement, the following terms used in this Agreement shall have the following meanings:

- “Accounting Period” means each period that starts on the day immediately after the close of the immediately preceding Accounting Period and that ends at the close of business on the first to occur of: (i) the last day of each month, (ii) the date immediately prior to the effective date of the admission of a new Partner pursuant to Section 3.01, (iii) the date immediately prior to the effective date of an additional Subscription from a Partner pursuant to Section 5.01, (iv) the effective date of a withdrawal or distribution of all or a portion of a Partner’s Capital Account, (v) the date when the Partnership is required to be wound up, and (vi) any other date the General Partner determines, in its discretion. The initial Accounting Period of the Partnership shall begin from the Effective Date.
- “Act” means the Exempted Limited Partnership Act (As Revised) of the Cayman Islands.
- “Administrator” means MUFG Fund Services (Cayman) Limited, or any other firm or firms as the General Partner may, in its discretion, select, at the expense of the Partnership, for the purpose of maintaining the Partnership’s books and records and performing administrative services (which may include back-office and middle-office services) on behalf of the Partnership, including tax and accounting functions.
- “Advisers Act” means the U.S. Investment Advisers Act of 1940, as amended.
- “Affiliate” and “Affiliated” mean, with respect to any specified Person, any Person that directly or indirectly controls, is directly or indirectly controlled by, or is directly or indirectly under common control with, such specified Person. For purposes of this definition, “control” (including “controlling,” “controlled by” and “under common control with”) means the possession, direct or indirect, of the power to direct or cause the direction of the management and policies of a Person, whether through the ownership of voting securities, by contract or otherwise.

Notwithstanding anything to the contrary herein, neither the Partnership nor any Other Account shall be deemed to be an Affiliate of the General Partner, the Investment Manager or the Partnership, as applicable, for purposes of this Agreement. Furthermore, no Limited Partner shall be deemed to be an “Affiliate” of the Partnership, the General Partner or the Investment Manager solely by reason of being a Limited Partner of the Partnership.

- “Agreement” means this First Amended and Restated Exempted Limited Partnership Agreement of the Partnership, as may be amended, modified and/or supplemented from time to time in accordance with its terms.
- “AUD” means the lawful currency of Australia.
- “Authorized Representative” means, with respect to any Person, directors, employees, agents, advisers, or representatives responsible for matters relating to the Partnership or any other Person approved in writing by the General Partner.
- “BAAM” means Blackstone Alternative Asset Management L.P., a Delaware limited partnership.
- “BAAM Direct Trading Funds” means funds or accounts managed by BAAM or any of its Affiliates within the Blackstone Multi-Asset Investing group, that primarily invest or trade, on margin or otherwise, directly in securities, non-securities or other financial instruments (other than, for the avoidance of doubt, BAAM Multi-Manager Funds).
- “BAAM-Exclusive Funds” means funds, accounts or classes of interests or shares established for exclusive investment by funds or accounts managed by BAAM or any of its Affiliates.
- “BAAM Multi-Manager Funds” means multi-manager funds or accounts (i) for which BAAM or any of its Affiliates within the Blackstone Multi-Asset Investing group acts as an investment manager, managing member or in a similar discretionary capacity and (ii) in which underlying investments generally are made with or through third party portfolio managers (and also, in certain cases, directly).
- “Beginning Value” means, with respect to each Capital Account, with respect to any Accounting Period, the Net Asset Value attributable to the applicable Capital Account at the beginning of such

Accounting Period (after taking into account Subscriptions effective as of the first day of such Accounting Period and after giving effect to any Management Fees paid (if applicable) and withdrawals and (without duplication) distributions effective as of the last day of the immediately preceding Accounting Period, without reduction for any “accrued” but uncrystallized Performance Fee with respect to the Fiscal Year containing such Accounting Period).

- “Beneficiary” shall have the meaning set forth in Section 4.07(l).
- “Blackstone” means Blackstone Inc. and its Affiliates.
- “Blackstone Affiliated Funds” means funds or accounts managed by investment managers in which Blackstone holds an ownership or other similar economic interest of 50% or greater (other than, for the avoidance of doubt, BAAM Direct Trading Funds, BAAM Multi-Manager Funds and Intermediate Entities).
- “Blackstone Interest Funds” means funds or accounts managed by investment managers in which Blackstone holds a minority (*i.e.*, less than 50%) ownership or other similar economic interest (other than, for the avoidance of doubt, BAAM Direct Trading Funds, BAAM Multi-Manager Funds, Intermediate Entities and Blackstone Affiliated Funds).
- “Business Day” means any day other than (i) Saturday and Sunday, and (ii) any other day on which banks located in New York City are required or authorized by law to be closed.
- “Capital Account” means each capital account established for each Partner on the books of the Partnership.
- “CFTC” shall have the meaning set forth on the signature page.
- “Class” means the Class A Interests, the Class B Interests and any other class or sub-class of Interests as may from time to time be established by the General Partner.
- “Class A Capital Account” means the Capital Account(s) established for each Partner on the books of the Partnership with respect to its Class A Interests.
- “Class A Interests” shall have the meaning set forth in Section 3.03(a)
- “Class A Net Subscription”

<u>Amount</u>	means the Net Subscription Amount in respect of Class A Interests.
<u>“Class A Partnership Percentage”</u>	shall have the meaning set forth in Section 5.03(a).
<u>“Class A Portfolio”</u>	means the assets and liabilities of the Partnership attributable to the Class A Interests.
<u>“Class B Capital Account”</u>	means the Capital Account(s) established for each Partner on the books of the Partnership with respect to its Class B Interests.
<u>“Class B Interests”</u>	shall have the meaning set forth in Section 3.03(a).
<u>“Class B Net Subscription Amount”</u>	means the Net Subscription Amount in respect of Class B Interests.
<u>“Class B Partnership Percentage”</u>	shall have the meaning set forth in Section 5.03(b).
<u>“Class B Portfolio”</u>	means the assets and liabilities of the Partnership attributable to the Class B Interests.
<u>“Code”</u>	means the U.S. Internal Revenue Code of 1986, as amended from time to time (including any successor law).
<u>“Commitment Vehicle”</u>	means any Investment that employs a drawdown or commitment structure.
<u>“Company Act”</u>	means the U.S. Investment Company Act of 1940, as amended.
<u>“Confidential Information”</u>	means any and all information related to or concerning the business and affairs of the Partnership (including information regarding any Investments the Partnership holds or contemplates acquiring), the General Partner, the Investment Manager, any Portfolio Fund or Managed Account, any Portfolio Manager, and any of their respective Affiliates (including the name of any of the foregoing) that a Limited Partner may acquire from the Partnership, the General Partner, the Investment Manager or any other Partner, or any of their respective Affiliates or their respective businesses or representatives, other than information that is already available through publicly available sources of information (other than as a result of disclosure by such Limited Partner), but including information that the Partnership, the General Partner, the

Investment Manager or any other Partner, or any of their respective Affiliates or their respective businesses or representatives, are required by law or agreement with a third party to keep confidential (including any information relating to the Partnership's or any Investment's, including any Portfolio Fund's, financials, investment strategy (*i.e.*, portfolio positions, trades and contemplated trades)), valuations, the names and addresses of each of the Partners, their contact information and their initial and additional Subscriptions. For the avoidance of doubt, any and all notes, analyses, compilations, forecasts, studies or other documents prepared by a Limited Partner or its Authorized Representatives that contain, reflect, or are based on any of the foregoing shall be considered Confidential Information.

- “Conflicts Review Agent” shall have the meaning set forth in Section 4.08(n).
- “Consultants” shall have the meaning set forth in Section 4.08(f).
- “Custodian” means MUFG Alternative Fund Services (Cayman) Limited, or any other firm or firms as the General Partner may select, to serve as custodian for the Partnership.
- “Dollar”, “USD” or “\$” means the lawful currency of the United States.
- “Effective Date” shall have the meaning set forth in the preamble.
- “Ending Value” means, with respect to each Capital Account, with respect to any Accounting Period, the Net Asset Value attributable to the applicable Capital Account at the end of such Accounting Period (before giving effect to (i) any Management Fee accrued or paid or any Performance Fee “accrued” but uncrystallized (each, if applicable) during such Accounting Period, (ii) any withdrawals and (without duplication) distributions to be made as of the last day of such Accounting Period, and (iii) any Withholding Taxes).
- “Entity Taxes” means any and all U.S. federal, state, local and other taxes imposed on or payable by the Partnership or any subsidiary of the Partnership (in each case, including any interest, fines, assessments, penalties or additions to tax imposed in connection therewith or with respect thereto).
- “ERISA” means the U.S. Employee Retirement Income Security Act of 1974, as amended from time to time.
- “ESG” shall have the meaning set forth in Section 4.08(e)(xxvi).

“Financial Instrument” and
“Financial Instruments”

means interests commonly referred to as securities, other financial instruments (including those not commonly thought of as securities) and other assets of U.S. and non-U.S. Persons, of any kind whatsoever, whether traded on an organized exchange, through “pink sheets,” over-the-counter, or otherwise, including capital stock; shares of beneficial interest; partnership interests and similar financial instruments; bonds, notes and debentures (whether subordinated, convertible or otherwise); currencies; digital assets, crypto currencies and similar instruments; equity, debt, and all equity-related and debt-related derivative products, including (i) futures contracts (and options thereon) relating to stock indices, other financial instruments and commodities; (ii) swaps (including total return swaps), options, swaptions, warrants, caps, collars, floors and forward rate agreements; (iii) spot and forward currency transactions; and (iv) agreements relating to or securing such transactions, loans, accounts and notes receivable and payable held by trade or other creditors; trade acceptances; contract and other claims; executory contracts; participations; mutual funds, exchange traded funds and similar financial instruments; money market funds; and U.S. Treasury Bonds and similar instruments and other cash equivalents; in each case, of any Person, whether or not publicly traded or readily marketable.

“FINRA”

shall have the meaning set forth in Section 5.04(c)(i).

“Fiscal Period”

means each period that starts on the day immediately after the close of the immediately preceding Fiscal Period and that ends at the close of business on the first to occur of:

- (i) the last day of each month;
- (ii) the date immediately prior to the effective date of the admission of a new Partner;
- (iii) the date immediately prior to the effective date of a Subscription from a Partner;
- (iv) the Withdrawal Payment Date with respect to a withdrawal or distribution of all or a portion of a Partner’s Capital Account;
- (v) the date when the Partnership is required to be wound up; or

(vi) any other date the General Partner determines, in its discretion.

The initial Fiscal Period of the Partnership shall begin upon the commencement of the Partnership, as determined by the General Partner.

- “Fiscal Year” shall have the meaning set forth in Section 2.04.
- “Former Partner” means each such Person as hereafter from time to time ceases to be a Partner, whether voluntarily or otherwise, in accordance with this Agreement.
- “Founding Limited Partner” means (i) Channel Investment Management Limited ACN 163 234 240 acting in its capacity as trustee of Graphene Alternative Fund AUT, an Australian unit trust, or (ii) such other Limited Partner as it may designate, subject to the terms of this Agreement, in writing to the General Partner and as approved by the General Partner.
- “GAAP” means U.S. generally accepted accounting principles, in effect from time to time.
- “Gate” means each of the Monthly Gate and the Quarterly Gate.
- “General Partner” means Blackstone Alternative Asset Management Associates LLC, a Delaware limited liability company, in its capacity as a general partner of the Partnership, and any additional or successor general partner, each in its capacity as a general partner of the Partnership.
- “Governing Document” means any organizational or other agreement pertaining to governance, including any partnership agreement, operating agreement, memorandum and articles of association or by-laws, of any Investment, including any Portfolio Fund and, if applicable, any applicable investment advisory agreement as entered into between the Partnership and applicable manager, including a Portfolio Manager, in each case, as may be supplemented or modified by any applicable side letter agreement in effect including as between the Partnership and such Investment, including a Portfolio Fund, and/or manager, including a Portfolio Manager.
- “Gross Negligence” means gross negligence as defined under the laws of the State of Delaware, United States.

“ <u>High Water Mark</u> ”	means the highest Net Asset Value (without any reduction for Investor Related Taxes) attributable to a Limited Partner’s Class A Capital Account as of any preceding Performance Fee Calculation Date. For the avoidance of doubt, the initial High Water Mark of each Class A Capital Account shall be equal to the Net Asset Value of such Class A Capital Account as of any Subscription date, as may be subsequently adjusted for Subscriptions, withdrawals and (without duplication) distributions.
“ <u>Indemnified Party</u> ”	means (i) Blackstone, the General Partner and the Investment Manager; (ii) the Affiliates of Blackstone, the General Partner and the Investment Manager; (iii) any officer, director, partner, member, manager, employee, shareholder, associate or Specified Agent of the General Partner, the Investment Manager, any Affiliate of Blackstone, the General Partner or the Investment Manager, any Conflicts Review Agent and any assignees or successors of the foregoing; (iv) any Person who serves at the request of the General Partner or the Investment Manager on behalf of the Partnership as an officer, director, partner, member, shareholder or employee of any other Person; and (v) any Person that was, at the time of the act or omission in question, such a Person as described in any of clauses (i) through (iv).
“ <u>Initial Closing Date</u> ”	means the date on which the Subscriptions for Interests in the Partnership are first accepted.
“ <u>Initial Limited Partner</u> ”	means Jack Pitts, in his capacity as the initial Limited Partner.
“ <u>Interests</u> ”	means partnership interests issued by the Partnership to the Partners in accordance with this Agreement.
“ <u>Intermediate Entity</u> ”	means an intermediate entity managed by BAAM or any of its Affiliates within the Blackstone Multi-Asset Investing group in which other funds or assets managed by BAAM may have an interest. For the avoidance of doubt, any such intermediate entity will not be considered to be a BAAM Direct Trading Fund, a BAAM Multi-Manager Fund, a Blackstone Affiliated Fund or a Blackstone Interest Fund.
“ <u>Investment Information</u> ”	shall have the meaning set forth in Section 10.01(e).

“ <u>Investment Management Agreement</u> ”	means the Investment Management Agreement, dated as of the date hereof, by and between the Partnership and the Investment Manager, as may be amended, modified and/or supplemented from time to time, and any similar agreement with any successor investment manager.
“ <u>Investment Manager</u> ”	means BAAM, in its capacity as investment manager of the Partnership, or other Persons selected by the General Partner to provide certain management and administrative services to the Partnership.
“ <u>Investment Vehicles</u> ”	means investment partnerships, limited liability companies, managed funds, joint ventures, corporations, other investment vehicles or managed accounts, that invest or trade in a wide range of securities and other instruments (including equities and fixed income securities, currencies, commodities, futures contracts, options and other derivative instruments).
“ <u>Investments</u> ”	shall have the meaning set forth in Section 2.05(a).
“ <u>Investor Related Taxes</u> ”	shall have the meaning set forth in Section 6.07(c).
“ <u>Judicially Determined</u> ”	means found by a court of competent jurisdiction upon entry of a final judgment rendered and unappealable.
“ <u>Liabilities</u> ”	shall have the meaning set forth in Section 4.07(a).
“ <u>Limited Participation Investment</u> ”	shall have the meaning set forth in Section 5.04(c)(i).
“ <u>Limited Partner</u> ”	means each Person admitted as a limited partner of the Partnership in accordance with this Agreement, including any Persons hereafter admitted as Limited Partners in accordance with this Agreement and excluding any Persons who cease to be Limited Partners in accordance with this Agreement.
“ <u>Liquidity Terms</u> ”	means the liquidity restrictions imposed upon withdrawals/redemptions from an Investment, including a Portfolio Fund and/or Managed Account, pursuant to the terms of the Partnership’s investments therein (including pursuant to any Governing Documents), which may include significant notice periods, lock-ups, investor and/or fund level gates, “side pockets,” liquidating vehicles, terms and restrictions relating to the payment of withdrawal/redemption proceeds, suspensions of

withdrawals/redemptions, withdrawal/redemption fees and other restrictions. For the avoidance of doubt, with respect to Intermediate Entities, the liquidity restrictions imposed upon the withdrawals/redemptions from such entities may be the liquidity restrictions of the underlying fund and/or account in which such Intermediate Entity invests.

- “Managed Account” means any investment account managed by a Portfolio Manager pursuant to an investment advisory agreement approved by the General Partner and/or the Investment Manager.
- “Management Fee” shall have the meaning set forth in Section 4.08(a).
- “Management Fee Percentage” shall have the meaning set forth in Section 4.08(a).
- “Monthly Gate” shall have the meaning set forth in Section 6.02(h).
- “Net Asset Value” means, with respect to each Capital Account, the excess of the value of a Partner’s assets attributable to such Capital Account over the value of its liabilities attributable to such Capital Account, and with respect to the Partnership, the excess of the value of the Partnership’s assets over the value of its liabilities, in each case, as determined in accordance with this Agreement.
- “Net Capital Appreciation” means, with respect to each Capital Account, with respect to any Accounting Period, the excess, if any, of the Ending Value of such Capital Account over the Beginning Value of such Capital Account.
- “Net Capital Depreciation” means, with respect to each Capital Account, with respect to any Accounting Period, the excess, if any, of the Beginning Value of such Capital Account over the Ending Value of such Capital Account.
- “Net Subscription Amount” means an amount, determined as of the end of each fiscal monthly period (after taking into account withdrawals as of such date), equal to (i) the aggregate amount of Subscriptions for Interests *minus* (ii) the aggregate withdrawals made from the Partnership, in each case, excluding all Subscriptions and/or withdrawals, as applicable, in respect of any Interests held by the General Partner.
- “New Issues” shall have the meaning set forth in Section 5.04(c)(i).

“ <u>Non-Voting Interests</u> ”	means Interests, the holder of which is not entitled to vote, consent or withhold consent with respect to any Partnership matter, except as otherwise expressly provided in this Agreement.
“ <u>Organizational Expenses</u> ”	shall have the meaning set forth in Section 4.08(d).
“ <u>Original Agreement</u> ”	shall have the meaning set forth in the preamble.
“ <u>Other Accounts</u> ”	means other funds or accounts to which the Investment Manager or any of its Affiliates provide investment services.
“ <u>Partners</u> ”	means, collectively, the Limited Partners and the General Partner, including any Persons hereafter admitted as Partners in accordance with this Agreement and excluding any Persons who cease to be Partners in accordance with this Agreement, unless the context otherwise requires.
“ <u>Partnership</u> ”	means Graphene Alternative Fund L.P., a Cayman Islands exempted limited partnership.
“ <u>Partnership Counsel</u> ”	means Cleary Gottlieb Steen & Hamilton LLP, Maples and Calder (Cayman) LLP and any other firm or firms as the General Partner may, in its discretion, select, at the expense of the Partnership, for the purpose of providing legal services to the Partnership.
“ <u>Partnership Expenses</u> ”	shall have the meaning set forth in Section 4.08(e).
“ <u>Partnership Insurance</u> ”	shall have the meaning set forth in Section 4.07(e).
“ <u>Partnership Percentage</u> ”	means the Class A Partnership Percentage and the Class B Partnership Percentage, as applicable.
“ <u>Performance Fee</u> ”	shall have the meaning set forth in Section 5.04(b)(i).
“ <u>Performance Fee Calculation Date</u> ”	shall have the meaning set forth in Section 5.04(b)(i).
“ <u>Person</u> ”	means a natural person, partnership, limited liability company, corporation, unincorporated association, joint venture, trust, state or any other entity or any governmental agency or political subdivision thereof.
“ <u>Portfolio Funds</u> ”	means, collectively, Investment Vehicles, Intermediate Entities, BAAM Direct Trading Funds, BAAM-Exclusive Funds, BAAM Multi-Manager Funds, Blackstone Affiliated Funds and Blackstone Interest Funds.

<u>“Portfolio Manager”</u>	means a portfolio manager of a Portfolio Fund or Managed Account.
<u>“Preferred Return”</u>	shall have the meaning set forth in Section 5.04(b)(iii).
<u>“Preferred Return Rate”</u>	means Bloomberg AusBond Bank Bill Index (code: BAUBIL Index).
<u>“Proceedings”</u>	means claims, demands, actions, audits, suits or proceedings (whether civil, criminal, administrative, investigative or otherwise, which includes formal and informal inquiries and “sweep” examinations in connection with the Partnership’s investment activity, and including any proceedings by or before any court, arbitrator, governmental body, self-regulatory authority or other agency), actual or threatened, or otherwise anticipated by the General Partner.
<u>“Public Fund Partner”</u>	shall have the meaning set forth in Section 10.01(e).
<u>“Quarterly Gate”</u>	shall have the meaning set forth in Section 6.02(h).
<u>“Record”</u>	means the record of the Subscriptions of the Limited Partners of the Partnership maintained by or on behalf of the General Partner in accordance with the Act.
<u>“Register”</u>	means the register of limited partners of the Partnership maintained by or on behalf of the General Partner in accordance with the Act.
<u>“Registered Fund Limited Partner”</u>	means a Limited Partner that is an investment fund registered as an investment company under the Company Act.
<u>“Reporting Site”</u>	shall have the meaning set forth in Section 10.01(d).
<u>“Restricted Partner”</u>	shall have the meaning set forth in Section 5.04(c)(i).
<u>“Section 10 Statement”</u>	means any subsequent statement of changes in the registered particulars of the Partnership filed by the General Partner pursuant to Section 10(1) of the Act.
<u>“Similar Law”</u>	means any U.S. federal, state, local, non-U.S. or other law or regulation that could cause the underlying assets of the Partnership to be treated as assets of a Limited Partner by virtue of such Limited Partner’s Interest and thereby subject the Partnership and the General Partner (or other persons

responsible for the investment and operation of the Partnership's assets) to laws or regulations that are similar to the fiduciary responsibility or prohibited transaction provisions contained in Title I of ERISA or Section 4975 of the Code.

- “Special Purpose Vehicle” shall have the meaning set forth in Section 4.01(s).
- “Specified Agent” means any agent of any Person that is designated in writing by the General Partner to be entitled to the protection of Section 4.06 and Section 4.07.
- “Spot Exchange Rate” shall mean the Bloomberg FX Fixings 3:00 PM AUD-USD spot exchange rate (ticker: “AUD F150 Curncy”), subject to the discretion of BAAM to select another rate which BAAM considers, acting reasonably, to be appropriate in the circumstances.
- “Subscription” of a Partner means (i) a payment by such Partner to the Partnership in cash and/or Financial Instruments or (ii) the contractual undertaking or obligation to make such payment, in each case as the context requires and pursuant to the terms of this Agreement and/or any Subscription Agreement.
- “Subscription Agreement” means (i) the subscription agreement (including any agreements entered into in connection with an additional or increased Subscription, as well as the investor questionnaire attached to such subscription agreement as completed by each prospective Limited Partner prior to the General Partner's acceptance on behalf of the Partnership of such Limited Partner's Subscription) between each Limited Partner and the General Partner pursuant to which such Limited Partner subscribed for an Interest, together with (ii) any other information, representations, warranties, questionnaires and documentation provided from time to time by the Limited Partner in connection with its admission to the Partnership.
- “Substitute Limited Partner” means a Transferee of an Interest who is admitted to the Partnership as a Limited Partner and succeeds to all rights and obligations of the transferring Limited Partner with respect to the Interest transferred or assigned to it pursuant to Section 7.01.
- “Supplemental Disclosure” means the Investment Manager's “Risks and Conflicts Disclosure” supplement appended hereto as Exhibit A and the “Supplemental Disclosure” appended hereto as Exhibit

B, in each case, as may be amended, supplemented and/or updated by the General Partner and made available to the Founding Limited Partner via Blackstone’s “BX Access” portal or any other method determined by the General Partner, as may be amended, supplemented and/or updated by the General Partner from time to time.

“Tax Advances”

shall have the meaning set forth in Section 6.07(a).

“Tax Reporting Rules”

means (i) Sections 1471 to 1474 of the Code and any other similar legislation, regulations or guidance enacted in any other jurisdiction which seeks to implement similar financial account information reporting and/or withholding tax regimes, (ii) the OECD Standard for Automatic Exchange of Financial Account Information in Tax Matters – the Common Reporting Standard and any associated guidance, (iii) any intergovernmental agreement, treaty, regulation, guidance, standard or other agreement entered into in order to comply with, facilitate, supplement or implement the legislation, regulations, guidance or standards described in sub-paragraphs (i) and (ii), and (iv) any legislation, regulations or guidance, including in the Cayman Islands, that give effect to the foregoing.

“TM”

shall have the meaning set forth in Section 11.17.

“Transfer”

means any transaction by which a Partner may directly, indirectly or synthetically transfer, pledge, mortgage, charge, assign, hypothecate, sell, convey, exchange, reference under a derivatives contract or any other arrangement or otherwise dispose of all or any portion of its Interest to any other beneficial owner or other Persons.

“Transferee”

means any Person to which an Interest is transferred in accordance with Section 7.01.

“Transferor”

means any Person that makes a Transfer of its Interest in accordance with Section 7.01.

“U.S.”

means the United States of America.

“Unrestricted Capital Account”

shall have the meaning set forth in Section 5.04(c)(i).

“Valuation Policy”

means the Investment Manager’s valuation policy and procedures applicable to the Partnership, as may be amended, supplemented and/or modified from time to time.

- “Withdrawal Date” shall have the meaning set forth in Section 6.08.
- “Withdrawal Payment Date” means the effective date of a withdrawal or distribution made to a Partner from a Capital Account, as adjusted as determined by the General Partner in accordance with Section 6.02(h).
- “Withdrawal Request” shall have the meaning set forth in Section 6.02(a).
- “Withdrawal Request Date” shall have the meaning set forth in Section 6.02(a).
- “Withholding Taxes” shall have the meaning set forth in Section 6.07(c).

Section 1.02 Interpretation and Construction.

- (a) In this Agreement, unless a clear contrary intention appears:
- (i) common nouns and pronouns and any variation thereof shall be deemed to refer to masculine, feminine, or neuter, singular or plural, as the identity of the Person, Persons or other reference in the context requires;
 - (ii) where specific language is used to clarify by example a general statement contained in this Agreement, such specific language shall not be deemed to modify, limit or restrict in any manner the construction of the general statement to which it relates;
 - (iii) “any” shall mean “one or more”;
 - (iv) the word “or” shall include both the conjunctive and the disjunctive meaning thereof;
 - (v) “including” (and with correlative meaning “include”) means including without limiting the generality of any description preceding such term;
 - (vi) all references to “funds”, “dollars” or “payments” shall mean United States dollars; and
 - (vii) except as otherwise required by applicable law, the term “good faith” means “subjective good faith” as understood and interpreted under the laws of the State of Delaware.
- (b) The language used in this Agreement has been chosen by the parties to express their mutual intent, and no rule of construction or interpretation requiring this Agreement to be construed or interpreted against any party shall apply.
- (c) Unless otherwise specified in this Agreement, all accounting terms used in this Agreement shall be interpreted and all accounting determinations hereunder shall be made in accordance with GAAP.

Section 1.03 Discretion; Good Faith. Notwithstanding any other provision of this Agreement, whenever in this Agreement a Person is permitted or required to make a decision or determination, or take or omit to take any action, such Person shall be permitted to make such decision or determination, or take or omit to take such action, in its sole and absolute discretion (“discretion”), and in exercising such discretion, such Person shall be entitled to consider such interests and factors as it desires, including its own interests or the interests of any of its Affiliates or of any other Person, and shall, to the fullest extent permitted by applicable law, have no duty or obligation to give any consideration to any interest of, or factors affecting, the Partnership or the Limited Partners, *provided, however*, that if such Person is permitted or required to make such decision or determination, or take or omit to take any such action in “good faith” or under another express standard, such Person shall act in “good faith” or under such other express standard, as applicable, and shall not presumptively be subject to any other or different standard under any applicable state, common and/or other law. Unless otherwise expressly stated, every power granted to the General Partner, the Investment Manager or any of their respective Affiliates pursuant to this Agreement shall be construed as a power to act in its sole and absolute discretion.

ARTICLE II

General Provisions

Section 2.01 Formation and Registration of the Partnership. The Partnership was formed and registered as a Cayman Islands exempted limited partnership under the Act upon execution of the Original Agreement and the filing of the Section 9 Statement with the Registrar on May 7, 2024. Such action is hereby ratified and confirmed in all respects.

Section 2.02 Partnership Name and Principal Place of Business. The name of the Partnership is “Graphene Alternative Fund L.P.” The principal place of business of the Partnership is located at 345 Park Avenue, New York, New York 10154, or at such other location as the General Partner in the future may designate. The General Partner shall promptly notify the Limited Partners of any change in the Partnership’s principal place of business.

Section 2.03 Registered Office. The address of the registered office of the Partnership in the Cayman Islands is c/o Maples Corporate Services Limited, PO Box 309, Ugland House, Grand Cayman, KY1-1104, Cayman Islands, or such other address in the Cayman Islands as the General Partner in the future may designate. The General Partner may change the location of the registered office in the Cayman Islands from time to time, subject to the Act.

Section 2.04 Fiscal Year. The fiscal year of the Partnership (the “Fiscal Year”) shall mean the period commencing on January 1 and ending on December 31 of each calendar year; *provided, however*, that (i) the first Fiscal Year of the Partnership shall commence on the date of the registration of the Partnership under the Act, being May 7, 2024 and shall end on December 31, 2024, and (ii) the last Fiscal Year of the Partnership shall end on the date on which the winding up of the Partnership is completed.

Section 2.05 Purposes of the Partnership.

(a) The Partnership is organized for the purposes of (i) investing the Partnership's assets primarily in Portfolio Funds and Managed Accounts, other Financial Instruments and other investments (together, the "Investments") either directly or indirectly, including through one or more special purpose vehicles, aggregating entities, or other entities or vehicles; (ii) engaging in financial transactions, including borrowing, financing, pledging, mortgaging, charging and hedging (including any currency hedging), relating thereto, either directly or indirectly, including through one or more special purpose vehicles or aggregating entities or another entity or vehicle; and (iii) engaging in all activities and transactions as the General Partner may deem necessary or advisable in connection with the foregoing, including to do such acts as are necessary or advisable in connection with the maintenance and administration of the Partnership. Notwithstanding anything herein to the contrary, some of the factual elements and/or assumptions set forth herein may come into effect at a date after the date hereof.

(b) The Partnership's arrangements with respect to each Investment and/or manager thereof, including a Portfolio Manager of a Portfolio Fund or a Managed Account, shall be subject to such terms and conditions as shall be set forth in the Governing Document of each such Investment, including a Portfolio Fund or Managed Account.

(c) Subject to the other terms of this Agreement, the Partnership may engage in any and all activities and carry out operations, as the General Partner deems necessary or appropriate in its discretion, including (i) providing credit support (including granting of guarantees and/or security interest) to any Person or incurring any other obligation as the General Partner may determine in its discretion, (ii) requiring and retaining the assistance of other advisors and (iii) performing all maintenance, administration, commercial, technical and financial or other operations, connected directly or indirectly to the Partnership's purpose, in all areas in furtherance of its purpose. The Partnership carries out its activities in its own name in accordance with its purpose.

Section 2.06 Withdrawal of Initial Limited Partner. Upon the acceptance of the Founding Limited Partner's Subscription by the General Partner on behalf of the Partnership and the admission of the Founding Limited Partner as a limited partner of the Partnership, the Initial Limited Partner shall and hereby does, without any further act or action on the part of any Person including the General Partner, (i) receive a return of any Subscription made by the Initial Limited Partner to the Partnership, (ii) automatically withdraw as the Initial Limited Partner of the Partnership and (iii) in its capacity as Initial Limited Partner, have no further right, interest or, to the fullest extent permitted by law, obligation of any kind whatsoever as a Partner in the Partnership. The foregoing shall constitute the consent of the General Partner to the withdrawal of the Initial Limited Partner.

ARTICLE III

The Partners

Section 3.01 General Partner; Admission of New Partners.

(a) The general partner of the Partnership is Blackstone Alternative Asset Management Associates LLC.

(b) Subject to the condition that each new Partner shall execute a Subscription Agreement, a counterpart signature page to this Agreement and/or other appropriate instrument as the General Partner may determine pursuant to which it agrees to adhere to and be bound by the terms and provisions hereof, the General Partner may admit one or more new Partners as of the beginning of any month or at such other times as it determines, by authorizing the issuance of a trade confirmation by the Administrator in respect of such Subscription and/or upon written acceptance of the Subscription by the General Partner on behalf of the Partnership and/or the entry of such new Partner as a limited partner on the Register, which shall constitute deemed adherence by such Partner to this Agreement in accordance with the Act, subject to the discretion of the General Partner to admit such Partners at any time; *provided, however*, that no Partners shall be admitted to the Partnership without the Founding Limited Partner's consent (other than in connection with Section 3.04). The General Partner shall have the authority to reject Subscriptions for limited partner Interests in its discretion. The General Partner shall in its discretion make any adjustments to take into account the admission of any Partners after the date hereof, including in respect of allocation (and/or reallocation) of the Interests, Investments (including Limited Participation Investments and the accounts related thereto), assets (including the Class A Portfolio and/or the Class B Portfolio), accounts (including capital accounts), valuation, profits, losses, percentages (including Class A Partnership Percentages, Class B Partnership Percentages and/or Partnership Percentages), fees, expenses, liabilities, positions, items of income, deduction, expense, gain, loss, credit or withholding for tax purposes, accounting procedures or such other financial or tax items (including any Investor Related Tax).

(c) The admission of a new Partner shall not be a cause for dissolution of the Partnership.

(d) Mutual Funds Act. The Founding Limited Partner hereby represents and warrants that it is a single legal entity formed pursuant to the laws of Australia and for the purposes of the Mutual Funds Act (As Revised) of the Cayman Islands (the "Mutual Funds Act") shall be the sole legal holder of record with respect to its limited partnership interest in the Partnership. Notwithstanding any other provision of this Agreement, the parties hereto hereby agree that prior to admitting any additional person other than the Founding Limited Partner as a Limited Partner, the General Partner may determine the Partnership's registration status under the Mutual Funds Act and, to the extent necessary, register the Partnership with the Cayman Islands Monetary Authority pursuant to the Mutual Funds Act if the Partnership would fall within the definition of a

“mutual fund” (as such term is defined in the Mutual Funds Act) by virtue of such person's admission as a Limited Partner or otherwise.

Section 3.02 Liability of the Partners and Former Partners.

(a) Except as otherwise expressly provided in the Act, the debts, obligations and liabilities of the Partnership, whether arising in contract, tort or otherwise, shall be solely the debts, obligations and liabilities of the Partnership, and a Limited Partner shall not be obligated personally for any such debt, obligation or liability of the Partnership solely by reason of being a Limited Partner, except to the extent provided herein, in such Limited Partner's Subscription Agreement, or as required by applicable law.

(b) Except as otherwise provided in the Act, the General Partner shall have unlimited liability for the repayment and discharge of all debts, obligations and liabilities of the Partnership that cannot be satisfied out of the assets of the Partnership attributable to any Fiscal Year or portion thereof during which it is or was a general partner of the Partnership but is, as among the Partners, entitled to require the prior exhaustion of the Partnership's assets and is entitled to the benefit of the indemnities set forth in Section 4.06 and Section 4.07. Neither the General Partner nor any of its Affiliates shall be liable for the return of the Subscription of any Limited Partner, and each Limited Partner hereby waives any and all claims that it may have against the General Partner or any Affiliate thereof in this regard.

(c) No Partner shall be entitled to interest on its Subscription. No Partner shall have the right to the return of any Subscription to the Partnership except (i) upon withdrawal of such Partner or distributions to such Partner pursuant to Section 6.02 or (ii) upon the winding up of the Partnership pursuant to Article VIII. For the avoidance of doubt, the entitlement to any such return shall be limited to the value of the Capital Account(s) of such Partner as of the applicable date.

Section 3.03 Classes of Partnership Interests.

(a) The Partnership is offering Class A limited partner interests (the “Class A Interests”) and Class B limited partner interests (the “Class B Interests”).

(b) The Partnership may offer additional classes, sub-classes, series or sub-series of Interests on such terms and conditions as may be determined by the General Partner; *provided* that for the avoidance of doubt, the Partnership may not offer an additional class or sub-class of Interests solely for the purpose of admitting an additional Limited Partner without the consent of the Founding Limited Partner. Such classes, sub-classes, series or sub-series of Interests may differ in terms of the fees, including the Management Fee and/or Performance Fee charged, minimum Subscription (if any), withdrawal privileges (including preferential withdrawal privileges), investment strategies, reporting, participation in profits and losses attributable to any investment by the Portfolio Managers in New Issues and other rights. A Partner shall be permitted to hold Interests of more than one Class, sub-class, series or sub-series.

Section 3.04 General Partner Subscription. The General Partner shall not be required to make any Subscription or otherwise contribute any capital to the Partnership except as provided herein. The General Partner (and/or its Affiliates) shall have the right at any time to make any Subscription as a Limited Partner or a general partner in any form, on any terms and in respect of all or any portion of Investments, in each case as determined by the General Partner and in the General Partner's discretion and without the consent of any other Person. For the avoidance of doubt, the General Partner in its discretion shall not bear any Management Fee or Performance Fee in connection with any such Subscription.

ARTICLE IV

Management of the Partnership

Section 4.01 Powers of the General Partner. The management of the Partnership shall be vested exclusively in the General Partner. Subject to the terms of this Agreement, the General Partner (or its duly appointed agents or delegates, including the Investment Manager (as applicable)) shall have full authority, on behalf and in the name of the Partnership, to take any action or make any decisions on behalf of the Partnership (whether or not this Agreement explicitly specifies that the General Partner is authorized to take such action or make such decision) hereunder, to carry out any and all of the purposes of the Partnership set forth in Section 2.05, and to perform all acts and enter into and perform all contracts and other undertakings that it may deem necessary, advisable, convenient or incidental thereto, including to:

(a) provide research and analysis and direct the formulation of investment policies and strategies for the Partnership utilizing a multi-manager strategy whereby discrete segments of the Partnership's assets will be committed from time to time by the General Partner to the discretionary management of Portfolio Managers;

(b) subject to Section 4.02, determine the assets to be committed to each Investment, including any Portfolio Fund and Managed Account, and invest and reinvest the assets of the Partnership in Investments, including Portfolio Funds managed by Portfolio Managers (including Portfolio Managers that are Affiliates of the General Partner) that provide discretionary management to the Partnership with respect to discrete portions of the assets of the Partnership, which Portfolio Funds shall be subject, in each case, to the terms and conditions of the respective Governing Documents, and/or retain one or more Portfolio Managers (including Portfolio Managers that are Affiliates of the General Partner) selected by the General Partner to provide investment research and analysis and/or discretionary management to the Partnership with respect to discrete portions of the assets of the Partnership in a Managed Account, which Managed Accounts shall be subject in each case to the terms and conditions of the respective Governing Documents relating to such Managed Accounts;

(c) subject to Section 4.02, invest and reinvest assets of the Partnership in Investments, including Portfolio Funds and Managed Accounts, including Intermediate Entities, BAAM Direct Trading Funds, BAAM Multi-Manager Funds, BAAM-Exclusive Funds, Blackstone Affiliated Funds and Blackstone Interest Funds. An investment by the Partnership in a BAAM Direct Trading Fund, BAAM-Exclusive Fund, Blackstone

Affiliated Fund or a Blackstone Interest Fund may be direct or through a BAAM Multi-Manager Fund or through an Intermediate Entity;

(d) reallocate the assets attributable to a Limited Partner's Class A Capital Account(s) to its Class B Capital Account(s) by way of withdrawal of such Class A Interests in exchange for Class B Interests, reallocate the assets attributable to a Limited Partner's Class B Capital Account(s) to its Class A Capital Account(s) by way of withdrawal of such Class B Interests in exchange for Class A Interests, reallocate the assets attributable to a Limited Partner's Class A Capital Account(s) or Class B Capital Account(s) to its Interest in any additional classes or sub-classes that may be offered by the Partnership by way of withdrawal of such Class A Interests or Class B Interests in exchange for Interests in such additional classes or sub-classes, or reallocate the assets attributable a Limited Partner's Interest in any additional classes or sub-classes that may be offered by the Partnership to its Class A Capital Account(s) or Class B Capital Account(s) by way of withdrawal of such Interests in such additional classes or sub-classes in exchange for Class A Interests or Class B Interests;

(e) direct that the Partnership invests or trades, on margin or otherwise, directly and/or indirectly in Financial Instruments, including for hedging purposes, co-investment purposes, in connection with a distribution-in-kind and/or pursuant to investment advice of discretionary or non-discretionary managers;

(f) invest and reinvest assets of the Partnership in Investments (including in respect of Commitment Vehicles or other Investments involving deferred payments);

(g) cause the Partnership to take any actions and exercise all rights with respect to any Investments (including pursuant to the Governing Documents of any Investment, including any Portfolio Fund or Managed Account);

(h) determine all matters relating to the manner, method and timing of investment transactions of the Partnership and to engage advisers, consultants and analysts on such terms and for such consideration as it deems advisable or appropriate in connection therewith;

(i) liquidate Financial Instruments that have been distributed to the Partnership in-kind and enter into currency hedging transactions by making short sales, purchasing or writing options (including uncovered options), trading on margin, entering into swap or similar arrangements and repurchase agreements or similar arrangements;

(j) invest cash balances in such Financial Instruments as the General Partner deems appropriate;

(k) possess, transfer, mortgage, pledge, charge, assign by way of security or otherwise grant security over and deal in, and exercise all rights, powers, privileges and other incidents of ownership or possession with respect to, Investments and other property and funds held or owned by the Partnership;

(l) execute and deliver all agreements and documents the General Partner deems necessary or appropriate to execute the investment decisions of the General Partner with respect to the Partnership, including agreements of exempted limited partnership, agreements of limited partnership, limited liability company agreements, ISDAs, similar agreements relating to other pooled investment vehicles, subscription agreements, investor questionnaires, side letters and redemption and withdrawal requests and any other agreements with service providers of the Partnership;

(m) authorize the payment of fees and the allocation of profits to managers (including Portfolio Managers) pursuant to the Governing Documents and any rebates or reduction of fees or allocations which shall be for the benefit of the Partnership;

(n) make distributions in respect of a withdrawal in cash or in-kind or pursuant to Section 6.06;

(o) lend, either with or without security, any Financial Instruments, funds or other properties of the Partnership and, without limit as to the amount, borrow or raise funds from banks, brokers and other lenders (including through the usage of one or more credit facilities) and secure the payment, repayment and performance of the indebtedness or obligations of the Partnership by mortgage upon, or pledge, charge or hypothecation of, or guarantee of, all or any part of the property of the Partnership and/or the rights of the General Partner hereunder, in each case, as the General Partner determines, in its discretion, to be necessary, advisable, convenient or incidental to the accomplishment of the purposes of the Partnership, including to (i) pay expenses of the Partnership, including the Management Fee and the Performance Fee, (ii) make or facilitate an Investment, (iii) make payments under any guarantee, surety or hedging transaction, in each case entered into in accordance with the terms of this Agreement, (iv) fund the payment of any withholding or other tax on behalf of or with respect to any Partner, including any Tax Advances, (v) establish reserves and holdbacks for estimated accrued expenses, liabilities and contingencies, (vi) make timely distributions to Limited Partners and (vii) meet withdrawal requests; *provided, however*, that all income received in connection with lending activities by the Partnership shall be the property of the Partnership;

(p) open, maintain and close accounts, including margin and custodial accounts, with brokers and dealers, including brokers and dealers that are Affiliates of the General Partner, which power shall include the authority to issue all instructions and authorizations to brokers and dealers regarding the Financial Instruments and/or money therein;

(q) pay, or authorize the payment and reimbursement of, brokerage commissions that may be in excess of the lowest rates available that are paid to brokers who execute transactions for the account of the Partnership and who (i) supply, or pay for (or rebate a portion of the Partnership's brokerage commissions to the Partnership for payment of) the cost of, brokerage, research or execution services utilized by the Partnership or the Other Accounts and/or (ii) pay for (or rebate a portion of the Partnership's brokerage commissions for the payment of) obligations of the Partnership

(as provided in Section 4.08) or the Partnership's share of such obligations; *provided*, that the selection of a broker shall be made on the basis of seeking best execution, taking into consideration various factors, including commission rates, reliability, financial responsibility, strength of the broker and the ability of the broker to efficiently execute transactions, the broker's facilities, and the broker's provision or payment of the costs of brokerage and research services that are of benefit to the Partnership, the Investment Manager or Other Accounts; *provided, further*, that the Partnership may use "soft dollar" credits on transactions of investment vehicles for research, as well as for other services and products outside of the safe harbor of Section 28(e) of the U.S. Securities Exchange Act of 1934, as amended from time to time, to obtain non-research products and services;

(r) enter into arrangements with brokers to open "average price" accounts wherein orders placed during a trading day are placed on behalf of the Partnership and Other Accounts and are allocated among such accounts using an average price;

(s) organize one or more corporations or other vehicles or entities (including aggregating entities and special purpose vehicles) to invest (whether alone or together with Other Accounts and whether directly or indirectly), in Investments or participations in Investments (each such entity being a "Special Purpose Vehicle") including an alternative investment vehicle of the Partnership or otherwise adjust (including restructuring or reorganizing) the structure of vehicles or entities below and/or alongside the Partnership, including to account for legal, tax, regulatory or other considerations;

(t) retain the Investment Manager and cause the Partnership to compensate the Investment Manager for certain management and administrative services; *provided, however*, that management, control and conduct of the activities of the Partnership shall remain the responsibility of the General Partner; *provided, further*, that the Investment Manager, subject to the approval of the General Partner, may delegate responsibility to any other Person that the General Partner deems appropriate from time to time;

(u) retain the Administrator, Custodian and an auditor and cause the Partnership to compensate each of them for their respective services;

(v) perform, or arrange for the performance of, the management and administrative services for the operations of the Partnership and manage the investment of the Partnership's funds prior to or after their investment in Investments, including appointing and entering into a contract with any Person or Persons selected by the General Partner, including the Investment Manager, securities and/or future broker, agent or other service provider for the Partnership and to engage any other Person for any purpose consistent with the Partnership's objectives and which is deemed appropriate for the Partnership by the General Partner in its discretion;

(w) cause the Partnership to engage in agency, agency cross and principal transactions (as described in U.S. federal securities laws), including with the Investment Manager and other Affiliates including Other Accounts;

(x) provide the Administrator, or other service providers to the Partnership, with such information and instructions as may be necessary to enable such service providers to perform their duties in accordance with the applicable agreements;

(y) assist in the valuation of the Partnership's investment portfolio;

(z) appoint, remove, and replace for usual and customary payments and expenses consultants, securities and/or futures brokers, attorneys, accountants, administrators, advisors, placement agents and such other agents or other service providers for the Partnership as it may deem necessary or advisable in its discretion, and authorize any such agent to act for and on behalf of the Partnership;

(aa) select a Conflicts Review Agent in accordance with Section 4.08(n);

(bb) exercise all voting and other powers and privileges attributable to any Investments, including Portfolio Funds, Financial Instruments, or other property held by the Partnership;

(cc) consent to any actions of the Partnership for which its consent is required;

(dd) engage attorneys, independent accountants, other service providers (including Affiliates and/or portfolio companies of Blackstone, the General Partner and/or the Investment Manager) and such other Persons on such terms and for such consideration as the General Partner may deem necessary or advisable;

(ee) open, maintain and close accounts, including custodial accounts, with banks, including banks located outside the United States, and wire funds, draw checks, or make other orders for the payment of monies;

(ff) combine purchase or sale orders on behalf of the Partnership with orders for Other Accounts and allocate the Investments or other assets so purchased or sold, on an average-price basis or by any other method deemed by the General Partner to be fair and equitable, among such accounts;

(gg) exercise sole and exclusive voting power, including the power to vote, or direct the voting of, all Financial Instruments or other Investments that make up the assets of the Partnership and to invest, re-invest and otherwise manage, the assets of the Partnership, both directly and indirectly, in Financial Instruments, including publicly-traded securities, and other instruments, including to invest the assets of the Partnership in investments (whether directly or, where the General Partner determines to be advisable due to legal, tax, contractual or other considerations, through one or more special purpose vehicles) and otherwise to commit the assets of the Partnership to the management of

other managers (it being understood that pursuant to this provision the General Partner shall have sole and exclusive investment power over the Partnership's Investments, including the power to dispose of, or to direct the disposition of, such Investments), and to enter into any agreement and to do any and all acts and things for the preservation, protection, improvement and enhancement in value of the assets of the Partnership; *provided* that notwithstanding anything herein to the contrary, nothing shall prevent the General Partner from committing any assets of the Partnership to the management of another manager;

(hh) pending completion of the winding up of the Partnership, manage, on behalf of the Partnership, the realization of the Partnership's assets and the distribution thereof to the Limited Partners;

(ii) cause the Partnership to compensate and to indemnify and/or agree to such other terms in respect of, in each case, as it may deem necessary or advisable in its discretion, the Investment Manager, any agents, service providers or other Persons appointed, retained and/or engaged by it;

(jj) cause the Partnership to make any tax elections;

(kk) do any and all acts on behalf of the Partnership as it may deem necessary or advisable in connection with the maintenance and administration of the Partnership, and exercise all rights of the Partnership, with respect to its interest in any Person, including the voting of Investments, including Financial Instruments, participation in arrangements with creditors, the institution and settlement or compromise of Proceedings and other like or similar matters; and

(ll) authorize and delegate authority to any partner, member, officer, employee or other agent of the General Partner, the Investment Manager or their Affiliates or other agent of the Partnership to act for and on behalf of the Partnership in all matters related to or incidental to any of the foregoing.

Without limitation to Section 4.01(k) and Section 4.01(o), the Partnership and/or the General Partner either in its own name or on behalf of the Partnership shall, in addition to any other powers set out in this Agreement, have the power to secure the payment, repayment and performance of the indebtedness or obligations of any Person by any mortgage, charge, assignment by way of security or creation of any other security interest in or over all or any part of the assets of the General Partner (in its capacity as general partner of the Partnership) and/or the Partnership then owned or thereafter acquired by the General Partner and/or the Partnership, as the case may be; to guarantee or secure the obligations of any other Person; to sell, mortgage, charge, assign by way of security or otherwise dispose of or create security interests over all or any assets of the Partnership and/or the General Partner to guarantee or secure the obligations of any Person; and to enter into any subordination arrangements in connection with the foregoing.

Each Limited Partner hereby acknowledges, agrees and confirms for the benefit of one or more lenders or other Persons extending credit that (i) such Limited Partner's Subscription Agreement and this Agreement constitute its legal, valid and binding obligation, enforceable against such

Limited Partner in accordance with its terms, (ii) any lender extending credit to the Partnership and/or such other entities secured by assets of the Partnership may be relying (in whole or in part) on the funding by each Limited Partner of its Subscriptions as its primary source of repayment, (iii) its obligations pursuant to this Agreement to make Subscriptions to a bank account in the name of the Partnership, which amounts shall not satisfy such Limited Partner's obligation to fund Subscriptions until paid into such account and which are called by the General Partner or by such lenders (in accordance with the agreements between such lender and the Partnership and/or the General Partner), to pay the outstanding obligations of the Partnership and/or such other entities to such lenders without defense, counterclaim or offset of any kind, and (iv) it shall provide the General Partner with copies of such financial and other information and documentation and execute further acknowledgments or documents in respect of the foregoing matters as the General Partner reasonably deems necessary in connection with arranging financing for the Partnership. In connection with the foregoing, the General Partner shall subordinate distributions to the Limited Partners hereunder to payments required in connection with any indebtedness, guarantees or similar obligations under this Agreement.

For the avoidance of doubt, any arrangements described in, or obligations incurred or secured pursuant to, Section 4.01(o) (including any guarantee or grant of security) may be entered into by the Partnership and/or the General Partner on a joint and several basis with, or with respect to the debts and/or obligations of, any other Person. Without limitation of the foregoing, the General Partner shall have the power and right to grant a mortgage, charge, assignment by way of security or other security interest (in any form) over the rights of the General Partner and/or the Partnership pursuant to this Agreement and any Subscription Agreement in relation to the Partnership including the ability to assign (by way of security or otherwise) any choice in action and/or the right to call capital contributions and to receive and enforce the proceeds thereof. In connection with the grant of any such assignment by way of security or security interest, the General Partner may grant a power of attorney over, or otherwise delegate, its right to deliver capital call or capital demand notices to the Limited Partners.

Section 4.02 Class A and Class B Portfolios.

(a) Class A Portfolio. The General Partner may invest the assets of the Class A Portfolio in (i) Portfolio Funds and Managed Accounts, including Intermediate Entities, BAAM Direct Trading Funds, BAAM Multi-Manager Funds, BAAM-Exclusive Funds, Blackstone Affiliated Funds and Blackstone Interest Funds and /or (ii) any other Investments; *provided* that, in the case of any Investment in the Class A Portfolio, the Limited Partners will (x) bear the Management Fee and the Performance Fee directly at the Partnership level and (y) also bear management fees and performance-based allocations or fees indirectly at the Investment level (including with respect to underlying managers, as applicable). Notwithstanding the foregoing, in the case of any BAAM Direct Trading Fund, BAAM Multi-Manager Fund or Intermediate Entity held in the Class A Portfolio, the Partnership will not bear management fees and performance-based allocations or fees directly at the Investment level, but will indirectly bear management fees and performance-based allocations or fees of the underlying managers in such BAAM Direct Trading Fund, BAAM Multi-Manager Fund or Intermediate Entity held in the Class A Portfolio. An Investment by the Partnership in a Blackstone Affiliated Fund, a Blackstone Interest Fund, a BAAM Direct Trading Fund or a BAAM-Exclusive

Fund may be direct or through a BAAM Multi-Manager Fund or through an Intermediate Entity.

(b) Class B Portfolio. The General Partner may invest the assets of the Class B Portfolio in (i) Portfolio Funds and Managed Accounts, including Intermediate Entities, BAAM Direct Trading Funds, BAAM Multi-Manager Funds, BAAM-Exclusive Funds, Blackstone Affiliated Funds and Blackstone Interest Funds and/or (ii) any other Investments. Unless otherwise agreed in writing (including via e-mail) with the Founding Limited Partner, the Limited Partners will not be subject to the Management Fee or any Performance Fee at the Partnership level in respect of any Investment in the Class B Portfolio, but will pay management fees and/or performance-based allocations or fees indirectly at the Investment level (including with respect to underlying managers, as applicable).

(c) Each Limited Partner acknowledges and agrees that (i) the Partnership's investment program includes investments with Portfolio Managers, including through Portfolio Funds and/or Managed Accounts, (ii) it will bear its attributable share of any compensation of any such Portfolio Manager, including any performance-based compensation and any management fee or other similar asset-based compensation that is not determined by reference to performance, in addition to the Management Fees and the Performance Fee (which creates multiple levels of asset-based compensation and performance-based compensation ultimately borne by Limited Partners) and (iii) such Portfolio Managers with which the Partnership may invest could include Blackstone, BAAM (other than in its capacity as investment manager of the Partnership) and/or their respective Affiliates (which means that Blackstone may earn multiple levels of asset-based fees and performance-based compensation, which are ultimately borne by Limited Partners). Each Limited Partner further acknowledges and agrees that, as of the date hereof, the asset-based fees of the Portfolio Managers generally are expected to range from 1% to 3% per annum, and the annual performance-based allocations or fees of the Portfolio Managers generally are expected to range from 10% to 35% per annum of net capital appreciation; *provided* that for the avoidance of doubt, the asset-based fees and/or performance-based allocations or fees of any Portfolio Manager could be higher than the ranges described herein on a case-by-case basis. In addition, each Limited Partner acknowledges and agrees that the Partnership bears Partnership Expenses including its *pro rata* share of similar expenses of any Portfolio Funds and Managed Accounts.

(d) The General Partner may invest cash balances in such Financial Instruments as the General Partner deems appropriate pending the investment of such cash balances in Investments or as otherwise contemplated by this Agreement.

(e) Each Limited Partner acknowledges and agrees that the Partnership (i) will have no priority to invest in, or guaranteed capacity with respect to, any potential investment in any Portfolio Fund managed by Blackstone, which may result in the Partnership being precluded from investing in such Portfolio Fund and/or only being allowed to make a smaller investment than originally contemplated by the Partnership;

and (ii) will not be granted any preferential rights in respect of its any investments in any Portfolio Fund managed by Blackstone.

(f) The functional currency of the Partnership shall be denominated in Dollars. The functional currency of each Class shall be denominated in AUD. The General Partner shall interpret the provisions of this Agreement in a manner consistent with the intent of the foregoing. Any Subscription, payment or distribution by or to any Limited Partner (including, for the avoidance of doubt, any in-kind distribution) pursuant to this Agreement will be made in AUD unless mutually agreed to by the applicable Limited Partner and General Partner.

Section 4.03 No Participation in Management by Limited Partners. The Limited Partners, in their capacities as such, shall not take part in the management, conduct or control of the Partnership, transact any business in the Partnership's name or have the power to sign documents for or otherwise bind the Partnership.

Section 4.04 Reliance by Third Parties. Persons dealing with the Partnership are entitled to rely conclusively upon the power and authority of the General Partner as set forth in this Agreement. The General Partner's execution of any agreement or document on behalf of the Partnership is sufficient to bind the Partnership for all purposes.

Section 4.05 Other Activities of the General Partner and the Investment Manager.

(a) The General Partner and the Investment Manager shall not be required to devote any specific amount of time to the affairs of the Partnership, but shall devote only so much of its time to the business and affairs of the Partnership as it shall determine in its judgment to be necessary to conduct the affairs of the Partnership. None of the General Partner, the Investment Manager or any of their respective Affiliates, or any of their respective officers, directors, managers, partners, members or employees, shall be obligated to do or perform any act or thing in connection with the business of the Partnership not expressly set forth in this Agreement. Nothing contained in this Agreement shall be deemed to preclude the General Partner, the Investment Manager or their respective Affiliates from exercising investment responsibility or acting as investment advisor, manager, sponsor or general partner for other customers, accounts and pooled investment vehicles, or from engaging directly or indirectly in any other business or from directly or indirectly purchasing, selling, holding or otherwise dealing with any Investments for the account of any such other business for their own accounts, for the accounts of family members, for Other Accounts and for the accounts of individual and institutional clients, in each case, in which the Partnership has no interest. The General Partner, the Investment Manager and each of their respective Affiliates shall be permitted to perform, among other things, investment advisory and management services for accounts other than the Partnership and to give advice and take action in the performance of their duties to those accounts which may differ from the timing and nature of action taken with respect to the Partnership. None of the General Partner, the Investment Manager and their respective Affiliates shall have any obligation to purchase or sell for the Partnership any investment which the General Partner, the Investment Manager or any of their respective Affiliates may purchase or sell, or recommend for purchase or sale, for its or their own accounts, for the

account of any other fund or any Other Accounts. Neither the Partnership nor the Limited Partners shall have any rights of first refusal, co-investment or other rights in respect of the investments of other funds or accounts or any rights to any fees, profits or other income earned or otherwise derived therefrom. For the avoidance of doubt, no Limited Partner shall, by reason of being a Limited Partner in the Partnership, have any right to participate in any manner in the Management Fee, any Performance Fee or in any profits or income earned or derived by or accruing to the General Partner, the Investment Manager, any of their respective Affiliates or their respective partners, directors, members, officers or employees from the conduct of any business other than the business of the Partnership or from any transaction effected by the General Partner, the Investment Manager, any of their respective Affiliates or their respective partners, directors, members, officers or employees for any fund or account other than that of the Partnership.

(b) Each Limited Partner (i) represents and warrants that such Limited Partner has carefully reviewed and understands the information contained in the Supplemental Disclosure and (ii) expressly acknowledges and agrees that the General Partner and its Affiliates may engage, without liability to the Partnership or any Limited Partner, in the activities of the type and character described or contemplated in the Supplemental Disclosure, whether or not such activities have or could have an effect on the Partnership's affairs or on any Investment, and no such activity shall in and of itself constitute a breach of this Agreement or any duty owed to the Partnership or the Limited Partners.

Section 4.06 Exculpation.

(a) No Indemnified Party shall be liable to any Partner or the Partnership for any Liabilities arising out of, related to or in connection with any act, omission or alleged act or omission of such Indemnified Party taken, or omitted to be taken, in connection with the Partnership, its operations, its Investments, this Agreement or the Investment Management Agreement, except for any Liabilities that are Judicially Determined to have occurred solely by reason of the Gross Negligence, willful misconduct or actual fraud, in each case, of such Indemnified Party. In addition, no Indemnified Party shall be liable to any Partner or the Partnership for any Liabilities arising out of, related to or in connection with any act, omission or alleged act or omission taken, by any broker or agent (including the Administrator and the auditor), unless it is Judicially Determined that such Indemnified Party was responsible for the selection of such broker or other agent and such Indemnified Party acted in such selection with Gross Negligence, willful misconduct or actual fraud. In determining whether an Indemnified Party acted in accordance with the standard of care set forth under this Section 4.06(a) or Section 4.06(d) (as the case may be), such Indemnified Party will be entitled to rely on, and will be fully exculpated and held harmless in relying on, written or oral reports, advice, opinions, certificates and other statements of the directors, officers, employees, consultants, attorneys, accountants, investment bankers, financial advisers, appraisers and professional advisors of the General Partner and/or the Investment Manager selected in accordance with the standard of care set forth under this Section 4.06.

(b) The General Partner shall not have any personal liability to the Partnership or any other Partner by reason of any change in the U.S. federal, state or local or foreign income tax laws, or in interpretations thereof, as they apply to the Partnership or the Limited Partners, whether the change occurs through legislative, judicial or administrative action.

(c) Notwithstanding any of the foregoing to the contrary, the provisions of this Section 4.06 shall not be construed so as to provide for the exculpation of any Indemnified Party for any liability (including liability under U.S. federal securities laws which, under certain circumstances, impose liability even on Persons that act in good faith), to the extent (but only to the extent) that such liability may not be waived, modified or limited under applicable law, but shall be construed so as to effectuate the provisions of this Section 4.06 to the fullest extent permitted by law.

(d) To the fullest extent permitted by law, notwithstanding any provision to the contrary herein, no Conflicts Review Agent shall owe any duties (fiduciary or otherwise) to any Limited Partner, other than the duty to act in good faith, and no Conflicts Review Agent will be liable to the Partnership or any Partner for any act or omission performed or omitted (or alleged to be performed or omitted) by such Conflicts Review Agent in connection with this Agreement or otherwise in connection with the Partnership, except in the case of a Liability that is Judicially Determined to be directly resulting from such Conflicts Review Agent's failure to act in good faith.

Section 4.07 Indemnification.

(a) The Partnership shall indemnify and hold harmless each Indemnified Party from and against any and all costs, losses, claims, damages, liabilities, expenses (including reasonable legal fees or other expenses of each Indemnified Party in connection with investigating, preparing to defend or defending any such costs, losses, claims, damages, liabilities, lawsuits or other Proceedings), judgments, fines or settlements (collectively, "Liabilities") suffered or sustained by such Indemnified Party by reason of any act, omission or alleged act or omission arising out of, related to or in connection with the Partnership, its operations, its Investments, this Agreement or the Investment Management Agreement, and/or any and all Proceedings in which an Indemnified Party may be involved, as a party or otherwise, arising out of, related to or in connection with such Indemnified Party's service to or on behalf of, or management of the affairs or assets of, the Partnership, its operations, its Investments or which relate to the Partnership, except for any Liabilities that are Judicially Determined to have occurred solely by reason of the Gross Negligence, willful misconduct or actual fraud, in each case, of such Indemnified Party. The Partnership shall also indemnify and hold harmless each Indemnified Party from and against any and all Liabilities suffered or sustained by such Indemnified Party by reason of any acts, omissions or alleged acts or omissions of any broker or agent (including the Administrator and the auditor) of the Partnership, unless it is Judicially Determined that such Indemnified Party was responsible for the selection of such broker or other agent and such Indemnified Party acted in such selection with Gross Negligence, willful misconduct or actual fraud. The termination of a Proceeding by settlement or upon a plea of nolo contendere, or its equivalent, shall not, of itself, create a

presumption that any Liability has occurred solely by reason of the Gross Negligence, willful misconduct or actual fraud of such Indemnified Party.

(b) The Partnership will (unless the General Partner determines otherwise) promptly reimburse (and/or advance) each Indemnified Party for reasonable legal or other expenses of each Indemnified Party in connection with investigating, preparing to defend or defending any claim, lawsuit or other Proceeding relating to any Liabilities for which such Indemnified Party may be indemnified pursuant to this Section 4.07; *provided that*, if so required by the General Partner, such Indemnified Party executes a written undertaking to repay the Partnership for such reimbursed or advanced expenses if it is Judicially Determined that such Indemnified Party is not entitled to the indemnification provided by this Section 4.07.

(c) The General Partner may cause the Partnership to enter into indemnification agreements with agents and service providers of the Partnership, including any Portfolio Managers, and their directors, managers, officers and employees subject to the terms and provisions of the relevant agreement.

(d) Notwithstanding any of the foregoing to the contrary, the provisions of this Section 4.07 shall not be construed so as to provide for the indemnification of an Indemnified Party for any liability (including liability under U.S. federal securities laws which, under certain circumstances, impose liability even on Persons that act in good faith), to the extent (but only to the extent) that such indemnification would be in violation of applicable law, but shall be construed so as to effectuate the provisions of this Section 4.07 to the fullest extent permitted by law.

(e) To the maximum extent permitted by law, as among (i) third parties, (ii) any liability insurance maintained by or on behalf of the Partnership (“Partnership Insurance”), (iii) the Partnership and (iv) the General Partner and the Investment Manager, in each case, from which recovery under this Section 4.07 may be sought to be satisfied, the following shall be interpreted to reflect an ordering of liability for potentially overlapping or duplicative indemnification payments: (A) with respect to the Partnership vis-à-vis any third party, it is intended that any such third party shall have the primary obligation to an Indemnified Party with respect to indemnification and reimbursement or advancement of expenses, (B) with respect to the Partnership vis-à-vis any Partnership Insurance, such Partnership Insurance shall have the primary obligation with respect to the indemnification and reimbursement or advancement of expenses, and (C) with respect to the Partnership vis-à-vis the General Partner and the Investment Manager, only after the obligations to indemnify an Indemnified Party and to reimburse or advance such Indemnified Party’s expenses have been satisfied by the applicable third party, by any Partnership Insurance and/or by the Partnership, shall the General Partner and the Investment Manager have any obligation with respect thereto, which, as between the General Partner and the Investment Manager, shall be on an equal basis unless they agree otherwise.

(f) Each Indemnified Party other than the General Partner shall obtain the written consent of the General Partner prior to entering into any compromise or settlement that would result in an obligation of the Partnership to indemnify such Person.

(g) The General Partner may, but shall not be obligated to, pursue third-party sources of indemnification, including from any third parties or Partnership Insurance, in respect of any Liabilities for which it or any Indemnified Party may require indemnification in accordance with this Section 4.07. Notwithstanding any provision to the contrary herein, the General Partner may, in its discretion, first satisfy any indemnification obligations arising under this Agreement from the assets of the Partnership, including Subscriptions and any payments under Section 3.02, prior to seeking satisfaction therefor from any other source; *provided* that, if the Partnership (or any Affiliate thereof) pays or causes to be paid for any reason any amounts to an Indemnified Party in respect of which such Indemnified Party is entitled to indemnification from a third party, then (i) the Partnership (or its applicable Affiliate) shall be fully subrogated to all rights of such Indemnified Party with respect to such payment and (ii) such Indemnified Party shall assign to the Partnership all of such Indemnified Party's rights to indemnification and/or reimbursement or advancement of expenses from or with respect to such third party. For the avoidance of doubt, none of the General Partner, the Investment Manager, the Partnership or their respective Affiliates have any obligation to seek indemnification, contribution or reimbursement from Blackstone with respect to any amounts paid by the Partnership in accordance with this Section 4.07.

(h) The General Partner may maintain, at the Partnership's expense, Partnership Insurance (including liability insurance policies and errors and omissions policies) to cover Liabilities covered by the foregoing indemnification provisions and to otherwise cover Liabilities for any breach or alleged breach by any Indemnified Party of its duties in such amount and with such deductibles as the General Partner may determine, in its discretion. The failure to obtain such insurance will not affect the right to indemnification of any Indemnified Party under the indemnification provisions contained herein. Any such insurance may extend beyond the completion of the winding up of the Partnership for a commercially reasonable period. If any Indemnified Party recovers any amounts in respect of any Liabilities from insurance coverage or any third party source, then such Indemnified Party will, to the extent that such recovery is duplicative, reimburse the Partnership for any amounts previously paid to it by the Partnership in respect of such Liabilities.

(i) If deemed appropriate or necessary by the General Partner, the Partnership may establish reserves, escrow accounts or similar accounts to fund its obligations under this Section 4.07.

(j) The provisions of this Section 4.07 and Section 4.06 will continue to afford protection to each Indemnified Party regardless of whether such Indemnified Party remains in the position or capacity pursuant to which such Indemnified Party became entitled to indemnification under this Section 4.07 or exculpation under Section 4.06 and regardless of any subsequent amendment to this Agreement (unless consented to

in writing by the General Partner and the Investment Manager). No amendment to this Agreement (unless consented to in writing by the General Partner and the Investment Manager) will reduce or restrict the extent to which these indemnification and exculpation provisions apply to actions taken or omissions made prior to the date of such amendment.

(k) Nothing in this Agreement shall be construed as waiving any legal rights or remedies which the Partnership may have under U.S. state, federal or other securities laws.

(l) A Person who is not a party to this Agreement may not, in its own right or otherwise, enforce any term of this Agreement except that each Indemnified Party (each, a “Beneficiary”) may in their own right enforce Section 4.06 and this Section 4.07 subject to and in accordance with the provisions of the Contracts (Rights of Third Parties) Act (As Revised) of the Cayman Islands. Notwithstanding any other term of this Agreement, the consent of any Person who is not a party to this Agreement (including without limitation any Beneficiary) is not required for any amendment to, or variation, release, rescission or termination of this Agreement. The General Partner is specifically authorized and empowered for and on behalf of the Partnership to enter into any agreement or undertaking with any Indemnified Party that the General Partner considers to be necessary or advisable to give full effect to the provisions of Section 4.06 and this Section 4.07.

(m) If for any reason (other than the failure of such Indemnified Party to satisfy the standard of liability specified in Section 4.07(a)), the foregoing indemnification is unavailable to any Indemnified Party, or insufficient to hold any Indemnified Party harmless, then the Partnership shall contribute to the amount paid or payable by such Indemnified Party as a result of such Liabilities in such proportion as is appropriate to reflect not only the relative benefits received by the Partnership on the one hand and such Indemnified Party on the other hand but also the relative fault of the Partnership and such Indemnified Party, as well as any relevant equitable considerations.

Section 4.08 Management Fee; Payment of Certain Costs and Expenses.

(a) The Investment Manager shall be entitled to a fee in respect of the Class A Interests of each Limited Partner for investment management services (the “Management Fee”), which accrues monthly, equal to the product of (x) 1/12 of the Management Fee Percentage *multiplied by* (y) the Net Asset Value of each Class A Capital Account as of each month-end, and such Management Fee shall be paid by the Partnership at the end of each fiscal quarter. The “Management Fee Percentage” shall be a percentage equal to the weighted average of the percentages in the following clauses based on the aggregate of the Class A Net Subscription Amount and the Class B Net Subscription Amount (which shall be re-calculated on a monthly basis): (i) 0.50% per annum in respect of the first AUD500,000,000 of the aggregate of the Class A Net Subscription Amount and the Class B Net Subscription Amount; (ii) 0.45% per annum in respect of the aggregate of the Class A Net Subscription Amount and the Class B Net Subscription Amount in excess of AUD500,000,000 and up to AUD1,000,000,000; and (iii) 0.35% per annum in respect of the aggregate of the Class A Net Subscription Amount and the Class

B Net Subscription Amount in excess of AUD1,000,000,000. The Management Fee shall be calculated prior to (i) the deduction of the current month Management Fee charged, (ii) the deduction of any “accrued” but not yet crystallized Performance Fee in respect of such Class A Capital Account for the current monthly period, (iii) giving effect to any withdrawals as of the end of the applicable period and (iv) any reduction for any Investor Related Taxes paid or accrued during the applicable period, and without taking into account any Withholding Taxes and Entity Taxes. The Management Fee shall be paid in Dollars quarterly in arrears but shall be calculated and accrued in AUD monthly by the Partnership and converted at the Spot Exchange Rate as of such date to a Dollars denominated amount payable as of the last Business Day of each month over the fiscal quarter for which such Management Fee is paid. Class B Interests will not be subject to a Management Fee at the Partnership level; however, the assets of the Class A Portfolio and the Class B Portfolio, as applicable, will be subject to management fees payable at the level of the Investments, including Portfolio Funds or such other Investments held in the Class A Portfolio and the Class B Portfolio, as applicable.

(b) The Management Fee shall be prorated for any Subscription or withdrawal by a Limited Partner (including in respect of any distribution treated as a withdrawal) that is effective other than as of the first day of a month. In the discretion of the General Partner and/or the Investment Manager, the Management Fee may be waived, reduced or calculated differently with respect to certain Limited Partners; *provided* that, no such difference in calculation may result in an increase to the Management Fee with respect to a Limited Partner without the prior consent of such Limited Partner (which may be via e-mail). The General Partner’s Capital Account(s) will not be debited with any Management Fee.

(c) Except for the expenses provided for in Section 4.08(d), Section 4.08(e), Section 4.08(f), Section 4.08(h), Section 4.08(j), Section 4.08(m) and Section 4.08(n), each of the General Partner and the Investment Manager shall pay all of its own operating and overhead costs (which does not include Partnership accounting or administrative functions that are outsourced to unaffiliated third parties) without reimbursement by the Partnership. The Partnership will not have its own separate employees or office, and it will not reimburse the General Partner or the Investment Manager for salaries and bonuses of the General Partner’s and the Investment Manager’s personnel, rent, office equipment, utilities and depreciation and amortization expenses.

(d) The Partnership, and not the General Partner or the Investment Manager, shall bear all organizational and offering expenses of the Partnership (“Organizational Expenses”) (including, as determined by the General Partner to be appropriate, expenses for affiliated entities engaged in the Partnership’s investment program, the General Partner and the Investment Manager), including legal, accounting and administration expenses and the fees and expenses associated with the ongoing offering of Interests, including any securities licensing, registration and filing fees, and other out-of-pocket costs and expenses associated with legal, regulatory and compliance matters. The General Partner expects to amortize the Organizational Expenses for accounting purposes, over a period no longer than sixty (60) months commencing on the Initial Closing Date. Each Limited Partner acknowledges and agrees that amortization of

such expenses over a period up to sixty (60) months is a divergence from GAAP, and may, in certain circumstances, result in a qualification of the Partnership's annual audited financial statements. In those instances, the General Partner may, as the case may be, decide to (i) avoid the qualification by recognizing the unamortized expenses or (ii) make GAAP conforming changes for financial reporting purposes but amortize expenses for purposes of calculating the Partnership's net asset value. There will be a divergence in the Partnership's Fiscal Year-end net asset value and in the net asset value reported in the Partnership's financial statements in any year where, pursuant to subclause (ii), GAAP conforming changes are made only to the Partnership's financial statements for financial reporting purposes. If the Partnership is terminated within sixty (60) months of its formation, any unamortized expenses may be recognized. If a Limited Partner withdraws all or a portion of its Capital Account prior to the end of the sixty (60)-month period during which the Partnership is amortizing expenses, the General Partner may, but is not required to, accelerate a proportionate share (as determined based on the net asset value of such Capital Account relative to the net asset value of the Partnership) of the unamortized expenses based upon the amount being withdrawn and reduce withdrawal proceeds by the amount of such accelerated expenses.

(e) On an ongoing basis, the Partnership shall bear the costs and expenses attributable to the activities of the Partnership (such expenses, together with the Organizational Expenses, the "Partnership Expenses"), including, the following:

(i) costs and expenses incurred in the discovery, investigation, development, structuring, evaluation, acquisition, settling, holding, value-creation, negotiation, monitoring, financing, ownership, hedging and disposition of Investments or prospective Investments (whether or not consummated) of the Partnership, including due diligence related expenses, brokerage, custody or hedging costs;

(ii) costs and expenses associated with any entities used directly or indirectly to acquire, hold or dispose of investments or otherwise facilitate the Partnership's investment activities;

(iii) brokerage commissions;

(iv) costs, expenses and fees incurred in connection with indebtedness, including interest on debt balances or principal and interest relating to any borrowings or other indebtedness or guarantees, including dollar rolls, reverse purchase agreements, credit facilities, margin financing, total return swaps and the issuance of debt securities and the costs of establishing such indebtedness, the costs of monitoring compliance therewith, and the costs of any commitment, trustee, underwriting and legal fees and expenses;

(v) credit facility fees;

(vi) clearing and settlement charges and execution costs, including those related to the direct execution of trades;

- (vii) custodial fees;
- (viii) certain technology costs (including specific expenses and fees of obtaining and maintaining hardware, software, news and quotation services, equipment and other systems);
- (ix) costs and expenses related to third-party trade surveillance and monitoring software (including for service-providers and other third parties related thereto);
- (x) consulting fees and similar expenses, including those related to the portfolio management and risk management of the Partnership;
- (xi) fees and expenses of the Partnership's counsel in connection with advice directly relating to the Partnership's activities and tax-related or regulatory-related structural issues;
- (xii) costs and fees of appraisers, accountants, attorneys, any Conflicts Review Agent or other experts engaged by the General Partner, as well as other expenses directly related to the Partnership's investment program;
- (xiii) all costs and expenses associated with outsourcing of the trading desk function to an unaffiliated service provider;
- (xiv) appraisal fees;
- (xv) investment banking expenses;
- (xvi) broken deal expenses (including legal and accounting expenses, reverse termination fees, extraordinary expenses such as litigation costs and judgments and other expenses) for unconsummated transactions;
- (xvii) fees related to proxy voting and securities class action processing;
- (xviii) travel expenses (including airfare, ground transportation, meals and accommodations);
- (xix) research, market data, software and hardware used for processing market data and other data (including software and hardware used for collecting, distributing and storing such data) and other information and information service subscriptions utilized with respect to the Partnership's investment program;
- (xx) any tax-related structuring and legal fees, costs and expenses related to the organization and/or maintenance of any intermediate, special purpose or other similar entity used to acquire, hold or dispose of any one or more Investment(s) or otherwise facilitating the Partnership's investment activities,

including local office rent, local regulatory expenses, board meeting expenses, and telephone and email expenses necessary and/or advisable for the maintenance and operation of such entity, and other overhead expenses in connection therewith;

(xxi) any withholding, transfer or other taxes imposed or assessed on, or collected from, the Partnership or any of its Partners (including any interest or penalties), unless allocable to and borne by a Limited Partner pursuant to this Agreement (including any Investor Related Tax);

(xxii) any and all taxes (including entity-level taxes), tax preparation and/or tax-related interest, fees and other governmental charges (including any penalties incurred where the General Partner or the Investment Manager (as applicable) lacks sufficient information from third parties to file a timely and complete tax return) or where a government authority successfully challenges such filing;

(xxiii) accounting and audit fees and expenses, including preparation of financial statements, reports, tax reporting, tax returns and any schedules thereto and other communications or notices relating to the Partnership, as well as expenses related to middle and back office service providers (including expenses related to Arcesium, LLC, a middle and back office services provider);

(xxiv) data collection and aggregation fees (including development and maintenance expenses of HedgeHog, BAAM's proprietary portfolio and risk management system), technology implementation and support services and portfolio accounting systems (including Geneva);

(xxv) fees and expenses related to the administrator (including the Administrator), depositary, the registrar, transfer agent and any officers (including anti-money laundering officers) and auditing (including the auditor);

(xxvi) fees and expenses for and/or relating to attorneys, accountants, advisors (including senior advisors and industry personnel), tax advisors, consultants (including environmental, social and corporate governance ("ESG") consultants), secondees, auditors, investment bankers, valuation agents, administrators, depositaries, paying agents, custodians, operating partners, AML officers, officers and other professional advisors and service providers relating to Partnership matters (including due diligence visits to a service provider); and payments, fees, costs or expenses of certain services provided by, and allocable overhead of, any such consultants contracted or engaged directly or indirectly by the Partnership, the Investment Manager or any of their respective Affiliates or Affiliates' portfolio companies or other service providers;

(xxvii) bank wire fees;

(xxviii) secretarial and postage fees;

(xxix) regulatory, legal, and compliance fees and expenses (including expenses related to activities in connection with compliance with the Advisers Act (including 17 CFR 275.211(h)(1)-2, 17 CFR 275.211(h)(2)-1, 17 CFR 275.211(h)(2)-2, 17 CFR 275.211(h)(2)-3, 17 CFR 275.204-2, 17 CFR 275.206(4)-7 and 17 CFR 275.206(4)-10 thereunder) as it relates to the operation of the Partnership (including preparing, obtaining, delivering and otherwise in connection with any audits, opinions, reports, consents, and disclosures related thereto), and including expenses relating to the preparation and filing of any reports (including any reports required pursuant to applicable law, rule and regulation, including pursuant to the Advisers Act), registrations, disclosures, filings and notifications of the Partnership, the Investment Manager or its affiliates to regulatory or governmental authorities relating to the Partnership or its activities, business, operations and holdings including Form PF, reports to be filed with the U.S. Commodity Futures Trading Commission (if any) and/or other regulatory filings of the Investment Manager and its Affiliates (excluding any expenses relating to the preparation and filing of the SEC's Form ADV), including in each case compliance with enabling legislation published in the Cayman Islands in contemplation thereof);

(xxx) costs and expenses of the ongoing offering and sale or registration of Interests and investor onboarding;

(xxxii) costs and expenses incurred in connection with valuing the assets and liabilities of the Partnership;

(xxxiii) any extraordinary expenses it may incur, including costs of any litigation, arbitration, governmental inquiry, investigation or Proceeding involving Investments or other Partnership activities (including any judgments or settlements thereof or fines paid in connection therewith or related disgorgements of profits), and expenses related to the Partnership's indemnification obligations as provided herein (including advancement of any fees, costs or expenses to Persons entitled to such indemnification);

(xxxiv) costs associated with preparing, printing, and delivering all reports, documents and filings related to the Partnership and its investments including reports to existing and prospective Limited Partners and internal control reports;

(xxxv) costs associated with internal controls (including fees related to preparation and delivery of such reports), computer and reporting systems;

(xxxvi) costs and expenses of holding any meeting of the Partners;

(xxxvii) expenses of any Conflicts Review Agent or any other independent client representative;

(xxxvii) premiums, fees, costs and expenses (including any expenses or fees of insurance brokers) for insurance to insure the Partnership, the Investment Manager, Blackstone and their respective directors, officers, employees, agents, representatives and affiliates against liability in connection with the activities of the Partnership, including errors, omissions, fidelity, general partner liability, directors' and officers' liability and similar coverage for any Person acting on behalf of the Partnership, the General Partner or the Investment Manager, whether such insurance is acquired specific to the Partnership and/or the Investment Manager or is acquired through one or more "umbrella" policies maintained by an affiliate of the General Partner, in which case the General Partner (with the assistance of the Investment Manager, as the case may be), in its discretion, will make judgments about the allocation of premiums, fees, costs and expenses for such "umbrella" policies among one or more of the Partnership and any Other Account, the Investment Manager and/or their respective Affiliates on a fair and reasonable basis;

(xxxviii) fees, costs and expenses relating to Transfers (to the extent such fees, costs and expenses are not paid for by the Transferee or the Transferor);

(xxxix) costs and expenses relating to reorganization, recapitalization, redomiciliation, restructuring or amendments to the constituent documents of the Partnership and related entities, whether or not consummated;

(xl) costs associated with the wind up and dissolution of the Partnership, any related documentation or filings and other administrative expenses;

(xli) stamp, documentary or other taxes and expenses incurred in the offering or registration of one or more classes of Interests (if created);

(xlii) the Management Fee pursuant to Section 4.08;

(xlili) the Performance Fee pursuant to Section 5.04;

(xliv) fees, costs and expenses of third parties incurred in connection with energy, sustainability and ESG-related programs and initiatives with respect to the Partnership;

(xlv) any other expenses, in each case, that the General Partner or the Investment Manager determines to be directly related to the Partnership or the investment of the Partnership's assets or otherwise related to the conduct of the Partnership's business, including in connection with services provided by portfolio companies of the Investment Manager and/or its Affiliates ; and

(xlvi) any reserves for any of the foregoing.

(f) The Partnership shall also bear payments, fees, costs or expenses of certain services provided by, and allocable overhead of, Consultants, as well as industry personnel, advisors, consultants and operating executives contracted or engaged directly or indirectly by the General Partner or its Affiliates for the Partnership. Additionally, third parties, including U.S. or non-U.S. entities or individuals (including on an independent contractor or employment basis) utilized by Blackstone or its Affiliates that the General Partner or its Affiliates determines in its discretion should provide consulting, sourcing or other services in respect of the Partnership including its Investments, which entities or individuals may, or may not, be exclusive to Blackstone or the Partnership (“Consultants”). Third parties, including Consultants, may be engaged to perform services for the Partnership which may have historically been performed by Blackstone personnel, such as administrative services, data collection services, and technology implementation and support services, which will typically be paid for by the Partnership. Any engagement of the services of Consultants by the Partnership for the Partnership will not require the notice to or approval of the Limited Partners or any other independent party.

(g) To the extent that expenses to be borne by the Partnership are paid by the General Partner, the Investment Manager or any of their Affiliates, the Partnership will reimburse the General Partner, the Investment Manager or any such Affiliate for such expenses.

(h) It is impossible to anticipate all possible fees and expenses to be borne by the Partnership and the list of fees and expenses described above is not exhaustive. The Limited Partners acknowledge and agree that certain other fees and expenses shall be borne by the Partnership from time to time to the extent the General Partner determines that they are similar in nature to the fees and expenses set forth herein.

(i) Expenses (other than the Management Fee, any Performance Fee and any expenses that the General Partner determines should be allocated to a particular Limited Partner) generally will be shared by all Limited Partners of the Partnership *pro rata* in accordance with their Interests; *provided* that the Partnership may specifically allocate expenses directly related to a particular Class or series of Interests to such Limited Partners of such Class or series; *provided, further* that the Partnership may specifically allocate certain expenses in whole or in part to one or more Limited Partners to the extent the General Partner determines in its discretion that such expenses are attributable to such Limited Partner(s). Without limiting the foregoing, allocation of expenses will be adjusted in the General Partner’s determination with respect to any Limited Participation Investments attributable to a Capital Account.

(j) For the avoidance of doubt, the Partnership will also directly or indirectly bear similar and other costs and expenses incurred by Portfolio Funds, Portfolio Managers and Managed Accounts in connection with Investments, including any asset-based or performance-based fees or allocations payable or allocable to a Portfolio Fund and/or Portfolio Manager or in connection with a Managed Account (which will be treated as an expense of the Partnership, without duplication) as well as the costs and expenses of the Investment Vehicles and operating companies in which the Partnership invests.

(k) The General Partner may decide to pay one or more of the expenses listed above notwithstanding the General Partner's authority to charge such expenses to the Partnership. If the General Partner subsequently determines to commence charging any such expense to the Partnership in the future (notwithstanding any then-historical practice), such determination will not require notice to or the approval of Limited Partners.

(l) If the General Partner or the Investment Manager shall incur any of the expenses referred to in Section 4.08(d), Section 4.08(e), Section 4.08(f), Section 4.08(h), Section 4.08(j), Section 4.08(m) and Section 4.08(n) for the account or for the benefit of, or in connection with its activities or those of its Affiliates on behalf of, both the Partnership and any Other Account, the General Partner and/or the Investment Manager, as applicable, will allocate such expense among the Partnership and each such Other Account in proportion to the size of the investment made by each in the activity or entity to which the expense relates, or in such other manner as the General Partner and/or the Investment Manager, as applicable, considers fair and reasonable.

(m) Those Partnership assets that are invested in Intermediate Entities will not be subject to any asset based or performance-based fees or allocations payable or allocable to the Investment Manager, the General Partner or any Affiliate at the Intermediate Entity level. Those Partnership assets that are invested in a BAAM Direct Trading Fund or BAAM Multi-Manager Fund will not be subject to a management fee and performance-based fees or allocations at both the level of the Partnership and also at the level of such BAAM Direct Trading Fund or BAAM Multi-Manager Fund, as applicable. If the Partnership invests (directly or indirectly) in a Blackstone Affiliated Fund, management fees and performance-based allocations or fees will generally be charged or applied to the Partnership at the Blackstone Affiliated Fund level in addition to fees and allocations charged or applied at the Partnership level. If the Partnership invests (directly or indirectly) in a Blackstone Interest Fund, management fees and performance-based allocations or fees will generally be charged or applied to the Partnership at the Blackstone Interest Fund level in addition to fees and allocations charged or applied at the Partnership level. If the Partnership invests in a BAAM-Exclusive Fund, management fees and performance-based allocations or fees will generally be charged or applied to the Partnership at the BAAM-Exclusive Fund level in addition to fees and allocations charged or applied at the Partnership level. The Partnership will be responsible for its attributable share of any expenses of each Investment in which the Partnership invests. For the avoidance of doubt, BAAM will not consider an Intermediate Entity to be a BAAM Direct Trading Fund, a BAAM Multi-Manager Fund, a BAAM-Exclusive Fund, a Blackstone Interest Fund or a Blackstone Affiliated Fund. Pooled investment vehicles for which BAAM or any of its Affiliates within the Blackstone Multi-Asset Investing group acts as an investment manager, managing member or in a similar discretionary capacity will not be considered Blackstone Affiliated Funds or Blackstone Interest Funds. If the Investment Manager or one of its Affiliates acting as an investment manager, general partner, or in a similar capacity no longer receives and retains an ongoing economic benefit from its interest in a Portfolio Manager, Portfolio Funds or Managed Accounts managed by such Portfolio Manager, then such Portfolio Funds and Managed Accounts will not be considered Blackstone Affiliated Funds or Blackstone Interest Funds.

(n) Notwithstanding anything to the contrary herein, the General Partner may, in its discretion, select a conflicts review agent or other unaffiliated source who will be a third party not affiliated with the General Partner and the Investment Manager that is retained to act on behalf of the Partnership (each, a “Conflicts Review Agent”) to consider and, on behalf of the Partnership and Limited Partners, approve or disapprove, to the extent required by applicable law or deemed advisable by the General Partner, certain related-party transactions, including any “principal transactions” or “cross transactions” within the meaning of Section 206(3) of the Advisers Act, certain other transactions and/or any other matters in each case as deemed appropriate by the General Partner and upon the General Partner’s request. Subject to applicable law, any approval by the Conflicts Review Agent of any such transactions may be given prior to or contemporaneously with, or any ratification of such transactions may occur subsequent to, the consummation of such transactions, and the Limited Partners and the Partnership will be bound by the decisions of such Conflicts Review Agent. In addition, the General Partner and/or its Affiliates will have the authority to agree to have the Partnership reimburse any Conflicts Review Agent for its out-of-pocket expenses and to exculpate and/or indemnify them to the maximum extent permitted by law.

ARTICLE V

Capital Accounts of Partners and Operation Thereof

Section 5.01 Subscriptions. The Founding Limited Partner prior to or as of the Effective Date, shall make a Subscription(s) to the Partnership resulting in a Net Subscription Amount of at least AUD200,000,000. The General Partner reserves the right to reject any Subscription, in whole or in part, and may change any required minimum Subscription at any time, subject to applicable law. Any Partner may increase its Subscription to the Partnership with the prior consent of the General Partner.

Section 5.02 Capital Accounts. A Capital Account shall be established on the books of the Partnership with respect to each Class or series of Interests held by each Partner. The General Partner may maintain more than one Capital Account for a Limited Partner, in which case each such Capital Account shall be maintained as if it were the Capital Account of a separate Limited Partner for all purposes of this Agreement, except as the context otherwise requires. In addition, unless otherwise determined by the General Partner, if a Partner makes an additional Subscription to an existing Capital Account, such Capital Account will be sub-divided into separate sub-Capital Accounts attributable to each Subscription, with each sub-Capital Account treated as if it were the Capital Account of a separate Partner for purposes of calculating the Performance Fee. The General Partner may further determine to establish separate sub-Capital Accounts in order for the General Partner to implement the terms of the Partnership and make adjustments from time to time. Any such sub-Capital Account may be merged into the applicable Capital Account when, and if, the General Partner determines that the distinguishing characteristics of a particular sub-Capital Account are no longer applicable. If and to the extent applicable, any reference to a Capital Account herein shall refer to a Class A Capital Account or a Class B Capital Account, as applicable. At the beginning of each Accounting Period, each Capital Account of each Partner shall be (i) increased by the amount of any Subscriptions to

the Partnership made by such Partner as of the first day of such Accounting Period with respect to the applicable Class or series and (ii) decreased by the amount of any withdrawals attributable to such Capital Account made by such Partner relating to the immediately preceding Withdrawal Date pursuant to Section 6.02 or any distributions made to such Partner pursuant to Section 6.06 with respect to such Capital Account. At the end of each Accounting Period, each Capital Account of each Partner shall be increased or decreased by the amount credited or debited to such Capital Account of such Partner pursuant to Section 5.04. At the end of each Accounting Period, the Class A Capital Account(s) of each Limited Partner shall be decreased by the amount of the Management Fee accrued or paid in respect of such Class A Capital Account(s) for that Accounting Period in accordance with Section 4.08. Any Subscription due during the period commencing on the first day of a month up until and including the fifteenth day of such month will be deemed to be made to the applicable Capital Account as of the first day of such month in which such Subscription is due. Accordingly, the applicable balance of such Capital Account will be credited with such Subscription as of the first day of such month. Any Subscription due during the period commencing on the sixteenth day of a month up until and including the last day of such month will be deemed to be made to the applicable Capital Account as of the first day of the month that immediately follows the month in which such Subscription was due. Accordingly, the applicable balance of such Capital Account will be credited with such Subscription as of the first day of the month that immediately follows the month in which such Subscription was due. For the avoidance of doubt, the General Partner may determine to vary the methodology described in this Section 5.02 if it determines that doing so is in the best interests of the Partnership or equitable.

Section 5.03 Partnership Percentages.

(a) A “Class A Partnership Percentage” shall be determined for each Partner for each Accounting Period of the Partnership by dividing (i) the balance of such Partner’s Class A Capital Account(s) by (ii) the aggregate balance of the Class A Capital Accounts of all Partners as of the beginning of such Accounting Period after taking into account Subscriptions and withdrawals and distributions with respect to the Class A Capital Accounts. The sum of the Class A Partnership Percentages shall equal 100 percent. The Class A Partnership Percentage will be adjusted with respect to any Class A Capital Account attributable to Limited Participation Investments.

(b) A “Class B Partnership Percentage” shall be determined for each Partner for each Accounting Period of the Partnership by dividing (i) the balance of such Partner’s Class B Capital Account(s) by (ii) the aggregate balance of the Class B Capital Accounts of all Partners as of the beginning of such Accounting Period after taking into account Subscriptions and withdrawals and distributions with respect to the Class B Capital Accounts. The sum of the Class B Partnership Percentages shall equal 100 percent. The Class B Partnership Percentage will be adjusted with respect to any Class B Capital Account attributable to Limited Participation Investments

Section 5.04 Allocation of Net Capital Appreciation or Net Capital Depreciation; Class A Performance Fee .

(a) Except to the extent otherwise provided in this Section 5.04, at the end of each Accounting Period, (i) the Class A Capital Account(s) of each Partner

(including the General Partner, if applicable) shall be adjusted by crediting (in the case of Net Capital Appreciation) or debiting (in the case of Net Capital Depreciation) the Net Capital Appreciation or the Net Capital Depreciation for such Accounting Period (in each case to the extent attributable to the Class A Portfolio), as the case may be, to the Class A Capital Accounts of all the Partners in proportion to their respective Class A Partnership Percentages and (ii) the Class B Capital Account(s) of each Partner (including the General Partner, if applicable) shall be adjusted by crediting (in the case of Net Capital Appreciation) or debiting (in the case of Net Capital Depreciation) the Net Capital Appreciation or the Net Capital Depreciation for such Accounting Period (in each case to the extent attributable to the Class B Portfolio), as the case may be, to the Class B Capital Accounts of all the Partners in proportion to their respective Class B Partnership Percentages.

(b) Class A Performance Fee.

(i) The Class A Interests shall be subject to a performance-based Performance Fee with respect to each Limited Partner calculated following (i) the end of each Fiscal Year, (ii) the termination of the Investment Management Agreement, (iii) a withdrawal of Interests and (iv) the completion of the wind up of the Partnership (each, a "Performance Fee Calculation Date"). The Performance Fee shall be calculated and accrued in AUD and converted at the Spot Exchange Rate on the Performance Fee Calculation Date to a Dollar denominated amount payable as of the applicable Performance Fee Calculation Date. Subject to Section 5.04(b)(ii), at the end of each Fiscal Year, an amount equal to the lesser of, in respect of each Class A Capital Account of a Limited Partner for such Fiscal Year: (x) 10% of the Net Asset Value in excess of the most recent High Water Mark applicable to such Class A Capital Account pursuant to Section 5.04(a) and (y) 100% of the amount by which the Net Asset Value in excess of the most recent High Water Mark applicable to such Class A Capital Account for such Fiscal Year pursuant to Section 5.04(a) exceeds the Preferred Return (in each case, after deducting the Management Fee charged to such Limited Partner pursuant to Section 4.08 for such Fiscal Year and before accrual of any Performance Fee and without reduction for any Investor Related Taxes at that time), shall be paid to the Investment Manager or an Affiliate thereof (the "Performance Fee"). In the discretion of the General Partner, the Performance Fee may be waived, reduced or, calculated differently with respect to such Limited Partner; *provided* that, no such difference in calculation may result in an increase to the Performance Fee with respect to a Limited Partner without the prior consent of such Limited Partner (which may be via e-mail). To facilitate any such waiver, reduction or difference in the calculation of the Performance Fee, the Partnership may issue Interests of a separate class, sub-class, series or sub-series. Unless otherwise agreed in writing (including via e-mail) with the Founding Limited Partner, Class B Interests will not be subject to a Performance Fee at the Partnership level and the assets of the Class B Portfolio will instead be subject to performance-based compensation payable or allocable at the level of the Portfolio Funds, Managed Accounts or other Investment held in the Class B Portfolio, as applicable.

(ii) In the event that the Partnership is terminated other than at the end of a Fiscal Year, or the Withdrawal Date with respect to a Limited Partner's partial or complete withdrawal is other than at the end of a Fiscal Year, then for purposes of determining the Performance Fee payable at such time to the General Partner, such Performance Fee shall be determined in accordance with Section 5.04(b)(i), as applicable, from the date immediately following the prior Performance Fee Calculation Date through the termination of the Partnership (for all Limited Partners), or from the immediately preceding Performance Fee Calculation Date through the Withdrawal Date (for the withdrawing Limited Partner only); *provided, however*, that a Performance Fee paid in respect of a withdrawal shall be calculated only with respect to the percentage of such Limited Partner's Class A Capital Account that will be withdrawn during the period described above with respect to such Limited Partner. To the extent that a Performance Fee is paid in connection with a partial withdrawal from a Class A Capital Account occurring other than at the end of a Fiscal Year, in computing any subsequent Performance Fee with respect to such Class A Capital Account on the following Performance Fee Calculation Date, any Net Capital Appreciation attributable to such withdrawn portion of a Class A Capital Account shall be deducted from the Net Capital Appreciation or Net Capital Depreciation determined in connection with such subsequent Performance Fee calculation with respect to such Class A Capital Account. For the avoidance of doubt, for any assets distributed in-kind to a Limited Partner, the Performance Fee will be calculated based on the net asset value of such assets.

(iii) The "Preferred Return" with respect to any Class A Capital Account of a Limited Partner is the value that the Beginning Value of such Class A Capital Account would reach at the end of the Fiscal Year (or, as the case may be, such other Performance Fee Calculation Date) if such Beginning Value achieved an annualized rate of return during such period equal to the Preferred Return Rate, as adjusted for contributions, withdrawals and (without duplication) distributions. For the avoidance of doubt, the Preferred Return is calculated at each Performance Fee Calculation Date (in which case the annualized rate of return of the Preferred Return Rate is adjusted for any period of less than a year) and is non-cumulative. Accordingly, if the annualized rate of return of the Preferred Return Rate is not achieved in a year with respect to any Class A Capital Account, the shortfall is not carried forward into subsequent years and the calculation of the Preferred Return for the then-following year will be based on the Beginning Value of such Class A Capital Account as of the beginning of such following year (after giving effect to Subscriptions and withdrawals and distributions for such year). If less than all of a Limited Partner's Class A Capital Account is withdrawn or distributed other than at a Fiscal Year-end, (i) for purposes of calculating the Performance Fee for such Class A Capital Account with respect to the applicable Withdrawal Date, the Preferred Return for such Class A Capital Account will be reduced *pro rata* in accordance with the portion of such Capital Account being withdrawn on such Withdrawal Date, and (ii) for purposes of calculating the Performance Fee with respect to such Class A Capital Account at a later applicable date during such Fiscal Year, the Preferred Return of such Class A Capital Account

shall be reduced *pro rata* to account for the fact that a certain portion of such Class A Capital Account was already withdrawn or distributed earlier in such year. For the avoidance of doubt, for purposes of calculating the Preferred Return with respect to any Class A Capital Account, each Subscription to such Class A Capital Account shall be deemed made as of the date of such Subscription determined in accordance with Section 5.02.

(iv) The Performance Fee will be determined separately with respect to each Class A Capital Account established for a Limited Partner.

(v) The General Partner may elect to defer any or all of the amount of Performance Fee attributable to any distribution made by the Partnership to the Limited Partners; *provided*, that such right to defer may only be exercised in accordance with applicable law, including Sections 409A and 457A of the Code, and only if such deferral would not impose, either at the time of deferral or thereafter, any additional taxes or penalties under such applicable laws. With respect to any amounts so deferred, such Performance Fee shall be subsequently made to the General Partner (for the avoidance of doubt, without any adjustment relating to the subsequent performance of the Partnership) when the General Partner so determines.

(vi) Notwithstanding the foregoing, if any Withholding Taxes or Entity Taxes are allocable to any Limited Partner pursuant to this Agreement, any such amounts shall be disregarded in calculating the Performance Fee, Net Capital Appreciation and Net Capital Depreciation with respect to any such Capital Account, and, accordingly, the Performance Fee shall be determined as if such Withholding Taxes and/or Entity Taxes had not occurred.

(vii) The Performance Fee shall reduce the balance of the Capital Accounts with respect to which it is made.

(c) Limited Participation Investments.

(i) In the event that the General Partner determines, based upon legal, tax or regulatory considerations or other equitable considerations (including the rules of the U.S. Financial Industry Regulatory Authority, Inc. (“FINRA”) applicable to “new issues” (which are defined generally as any initial public offering of an “equity security” as defined in Section 3(a)(11) of the U.S. Securities Exchange Act of 1934, as amended)) (“New Issues”), or for any other reasons as to which the General Partner determines that a particular Limited Partner (a “Restricted Partner”) is not eligible to participate, or may otherwise be restricted in its participation, in the appreciation, profit, depreciation or loss, if any, attributable to any Investment, type of investment or any other transaction (such Investments, the “Limited Participation Investments”), the General Partner may (x) allocate such appreciation, profit, depreciation or loss only to the Capital Accounts to which such considerations or reasons do not apply or (y) allocate to such Capital Accounts to which such considerations or reasons apply, the portion of such appreciation, profit,

depreciation or loss attributable to such Capital Account's limited participation in such Limited Participation Investment. If any of the considerations or reasons described above apply, then a separate memorandum account may be established for only the Partners having an interest in such Limited Participation Investment (any such Capital Account having such an interest shall be referred to as an "Unrestricted Capital Account") and the appreciation, profit, depreciation or loss for each such memorandum account shall be separately calculated.

(ii) At the end of each Fiscal Period during which an Unrestricted Capital Account was in existence (or during which an interest in a particular Limited Participation Investment was otherwise allocated away from one or more Capital Account(s)), the Unrestricted Capital Accounts may be debited, generally pro rata in accordance with the respective balances of all Unrestricted Capital Accounts at the opening of such Fiscal Period, an amount equal to the interest that would have accrued on the amount used to purchase the applicable Limited Participation Investment attributable to such memorandum account had such amount earned interest at the rate per annum being paid by the Partnership from time to time during the applicable Fiscal Period for borrowed funds, or, if such amount had not been borrowed by the Partnership during such Fiscal Period, at the interest rate per annum that the General Partner determines would have been paid if such amount had been borrowed by the Partnership during such Fiscal Period. The amount so debited shall then be credited to the Capital Accounts of all of the Partners, generally pro rata in accordance with their respective balances as of the opening of the Fiscal Period. Notwithstanding anything to the contrary herein, all positions and items comprising or associated with any Limited Participation Investments shall be allocated as determined by the General Partner.

Section 5.05 Adjustment of Allocations.

(a) In the event that the General Partner reasonably determines that the allocations otherwise required pursuant to Section 5.04 would not properly reflect the economic arrangement of the Partners as reflected in this Agreement or as previously disclosed to the Founding Limited Partner or would otherwise cause any inequitable or onerous result for any Partner, then, notwithstanding any provision in this Agreement to the contrary, the General Partner may adjust such allocations in the manner as the General Partner reasonably determines to be required to prevent such result.

(b) The General Partner may make adjustments to the structure of the Partnership (including the governing documents related thereto), or may vary the manner in which the Performance Fee or the Management Fee are paid or distributed, in order to address applicable structural, ownership, legal, or regulatory changes, or to improve overall tax efficiency, *provided* that no such adjustment would cause any material adverse consequences to the Limited Partners. Notwithstanding anything to the contrary in this Agreement, allocations, payments and/or distributions of the Performance Fee and/or the Management Fee, in whole or in part (without duplication), may be, at the discretion of the General Partner, allocated, paid and/or distributed from any direct or indirect subsidiary vehicles of the Partnership (as determined by the General Partner) rather than

the Partnership, and all references in this Agreement to the Performance Fee and/or the Management Fee being allocated, paid and distributed at the level of the Partnership shall be construed accordingly. The General Partner shall make all necessary and appropriate adjustments (including reproducing the allocation, payment and/or distributions related to the Performance Fee and/or the Management Fees at such level) to ensure that all calculations are aggregated with the investment results of the Partnership, are not deemed to increase, reduce or duplicate the allocations, distributions and/or payments related to the Performance Fee and/or the Management Fees allocable, payable and/or distributable by the Partnership.

Section 5.06 Valuation of the Partnership's Portfolio.

(a) The Partnership's portfolio shall be valued in accordance with the Valuation Policy.

(b) All values assigned to Financial Instruments and other assets by the General Partner pursuant to this Section 5.06 shall be final and conclusive as to all of the Partners and Former Partners.

(c) To the extent that GAAP would require any of the Partnership's assets or liabilities to be valued in a manner that differs from the Valuation Policy, the General Partner may value such assets or liabilities (i) in accordance with GAAP, solely for purposes of preparing the Partnership's GAAP-compliant annual audited financial statements, and (ii) in accordance with the Valuation Policy (without regard to any GAAP requirements relating to the determination of fair value) for all other purposes, including for purposes of determining and allocating among the Partners any Interests, Investments, the Class A Portfolio, the Class B Portfolio, Net Capital Appreciation, Net Capital Depreciation, Partnership Percentages, Limited Participation Investments (and accounts related thereto), Management Fee, Performance Fee, items of income, deduction, expense, gain, loss, credit or withholding for tax purposes, accounting procedures or such other financial or tax items (including any Investor Related Tax).

Section 5.07 Reserves. The General Partner may cause appropriate reserves to be created, accrued and charged against the Partnership's assets and proportionately against the Capital Accounts for estimated or accrued fees, expenses, liabilities or any other contingencies (including the anticipated Management Fee, Performance Fees and expenses with respect to Investments), such reserves to be in the amounts (subject to increase or decrease) which the General Partner deems necessary or appropriate (even if not required by GAAP). The General Partner may increase or reduce any such reserve from time to time by such amounts as the General Partner deems necessary or appropriate. The amount of any such reserve, or any increase or decrease therein, may be charged or credited, as appropriate, to the Capital Accounts of those parties that were Partners at the time when such reserve was created, increased, or decreased, as the case may be, or alternatively may be charged or credited to those parties that were Partners at the time of the act or omission giving rise to the contingent liability for which the reserve was established by the General Partner. Similarly, the reserve or contingent liability may be allocated solely to a particular class of Interests (if created). If the General Partner or the Investment Manager, as applicable, determines that it would be equitable to treat an amount to be paid or

received by the Partnership as being applicable to one or more prior periods, then all or a portion of such amount may be proportionately charged or credited, as appropriate, in proportion to the Capital Account balances of the current Partners as such balances existed during any such prior period or periods or at such other time (as determined by the General Partner).

Section 5.08 Liabilities. Liabilities shall be determined using GAAP, applied on a consistent basis; *provided, however*, that the General Partner in its discretion may provide reserves and holdbacks for estimated accrued expenses, liabilities or contingencies, including general reserves and holdbacks for unspecified contingencies (even if such reserves or holdbacks are not required by GAAP).

Section 5.09 Goodwill. No value shall be placed on the name or goodwill, if any, of the Partnership, which shall belong exclusively to the General Partner.

Section 5.10 Determination by General Partner of Certain Matters. All matters concerning the allocation of income, deductions, gains and losses among the Partners, including taxes thereon, and accounting procedures not expressly provided for by the terms of this Agreement shall be determined by the General Partner, and the determination thereof in the good faith discretion of the General Partner shall be final and conclusive as to all of the Partners.

Section 5.11 Adjustments to Take Account of Certain Events. If some event occurs necessitating in the General Partner's judgment an equitable adjustment, the General Partner shall make such adjustments in the determination and allocation among the Partners of Interests, Investments, the Class A Portfolio, the Class B Portfolio, Net Capital Appreciation, Net Capital Depreciation, Capital Accounts, Partnership Percentages, Limited Participation Investments (and accounts related thereto), Management Fee, Performance Fee, items of income, deduction, gain, loss, credit or withholding for tax purposes, accounting procedures and/or such other financial or tax items (including any Investor Related Tax) as the General Partner may deem necessary or advisable, and the determination thereof in the judgment of the General Partner shall be final and conclusive as to all of the Partners and Former Partners.

Section 5.12 Amendment of Performance Fee. The General Partner shall have the right to amend, without the consent of the Limited Partners, Section 5.04 so that the Performance Fee provided conforms to any applicable requirements of the U.S. Securities and Exchange Commission and other regulatory authorities or to address any change in law that affects the tax treatment of the Performance Fee or any income allocated to the General Partner, its Affiliates or any Person providing management and/or administrative services to the Partnership; *provided, however*, that no such amendment shall be made if it would have a material adverse economic consequence to the Limited Partners.

ARTICLE VI

Withdrawals and Distributions of Capital

Section 6.01 Withdrawals and Distributions in General.

(a) No Partner shall be entitled to (i) receive distributions from the Partnership, except as provided in Section 6.06 and Section 8.03 or (ii) withdraw any amount from such Partner's Capital Account(s), except as provided in Section 6.02 or upon the consent of, and upon such terms as may be determined by, the General Partner in its discretion.

(b) A Partner shall cease to be a Partner (i) as of the effective date of the full withdrawal of such Partner's Capital Account(s), (ii) as of the effective date of the Transfer of all of such Partner's Interests in accordance with Section 7.01, or (iii) in the event of the winding up of the Partnership, as of the completion of the winding up of the Partnership. As of the effective date of a withdrawal, solely with respect to the withdrawal proceeds, a withdrawing Partner shall be considered a creditor of the Partnership and shall have no rights or obligations with respect to the Partnership except that such Partner shall (i) have the right to receive, as a creditor, withdrawal proceeds and (ii) continue to be bound by the Sections of this Agreement governing the payment of withdrawal proceeds, including the right of suspension of such payment pursuant to Section 6.09(b), and governing the return of distributions pursuant to Section 6.10.

Section 6.02 Withdrawals.

(a) Subject to Section 6.02(h), Section 6.06(b), Section 6.06(g) and Section 6.08, each Limited Partner may, upon thirty (30) calendar days' prior written notice to the General Partner, request that the General Partner endeavor to generate liquidity for withdrawal by such Limited Partner from its Capital Account(s) (a "Withdrawal Request") as of the last Business Day of any month (the "Withdrawal Request Date"). Any Withdrawal Request by a Limited Partner (x) shall be received in writing by the General Partner at least thirty (30) calendar days prior to the applicable Withdrawal Request Date, unless such prior written notice is waived by the General Partner, in its discretion and (y) shall not be revocable except with the consent of the General Partner, which consent may be given or withheld in its discretion and given only prior to the applicable Withdrawal Request Date.

(b) Each Limited Partner acknowledges, agrees and understands: (i) that the Partnership will not directly own any interests or shares in Portfolio Funds or Managed Accounts to which it has indirect exposure through its investments in BAAM Direct Trading Funds, BAAM Multi-Manager Funds, Blackstone Interest Funds, Blackstone Affiliated Funds, BAAM-Exclusive Funds and Intermediate Entities; (ii) that in the event that the Partnership receives or delivers a notice of termination of the Investment Management Agreement, the Investment Manager will submit redemption/withdrawal or transfer requests to Portfolio Funds, including BAAM Direct

Trading Funds, BAAM Multi-Manager Funds, Blackstone Affiliated Funds, Blackstone Interest Funds, BAAM-Exclusive Funds, Intermediate Entities, Managed Accounts and any other Investments; and (iii) that any withdrawal or transfer request will be subject to the Liquidity Terms imposed by the underlying Investment, including Portfolio Funds and/or Managed Accounts (including restrictions and limitations imposed by any Intermediate Entity, BAAM Direct Trading Fund, BAAM Multi-Manager Fund, BAAM-Exclusive Fund, Blackstone Affiliated Fund, Blackstone Interest Fund and/or an Investment Vehicle) pursuant to the terms of the Partnership's investments therein and, at any given time, such Investment, including any Portfolio Fund, Managed Account, Intermediate Entity, BAAM Direct Trading Fund, BAAM Multi-Manager Fund, BAAM-Exclusive Fund, Blackstone Affiliated Fund, Blackstone Interest Fund and/or an Investment Vehicle may not have any, or may have very limited, voluntary withdrawal/redemption rights, and therefore, any request to generate liquidity for withdrawal from such Limited Partner's Capital Account(s) will only be satisfied to the extent the General Partner is able to submit sufficient withdrawal/redemption requests in accordance with the underlying Liquidity Terms and such requests are sufficiently and/or timely satisfied in accordance with the applicable Liquidity Terms. Within a reasonable amount of time after receiving a withdrawal notice from a Limited Partner, the General Partner shall determine (including in connection with Section 6.02(d) and Section 6.02(h)), how best to effectuate such request in light of the Liquidity Terms and any other factors deemed appropriate by the General Partner. With respect to Portfolio Funds or Managed Accounts with voluntary withdrawals, the Partnership will be entitled to receive withdrawal/redemption proceeds equal to the net asset value of the Partnership's interest in such entities as of the effective date of withdrawal/redemption or transfer (if applicable), subject to the provisions of the Governing Documents of such Portfolio Funds or Managed Accounts. For the avoidance of doubt, the Limited Partners acknowledge and agree that notwithstanding anything herein to the contrary, (I) certain of the Partnership's Investments may be highly illiquid, (II) the Partnership may not be permitted to (including not having any right or other ability to) withdraw/redeem or otherwise generate distributions, proceeds or liquidity in respect of any assets invested in Investments, including due to the fact that the only source of liquidity of such Investments may be distributions made in due course (which are often solely in the discretion of the managers of the underlying accounts and/or investments), and (III) there is no guarantee or certainty in respect of withdrawal/redemption rights, distributions, proceeds or other liquidity in respect of any Investments, including the timing or permissibility thereof, which may be irregular, made at the end of the life of an Investment (including at the end of the life of the applicable Portfolio Fund) or may not be made at all, in each case in particular in respect of Investments in Commitment Vehicles.

(c) In lieu of paying withdrawal proceeds in the form of cash, the General Partner may elect, in its discretion, to pay withdrawal proceeds in kind (including by distribution-in-kind of interests in a liquidating Special Purpose Vehicle), it being understood that if such distribution in kind takes the form of interests in a Portfolio Fund or Managed Account, the retention by the Limited Partners of any terms or fees that are available to entities managed by BAAM or that are negotiated by the Investment Manager for the benefit of BAAM-managed clients or BAAM-advised clients will be subject to the underlying manager's consent. Subject to the foregoing, a withdrawing Limited Partner

generally will be paid any material cash withdrawal proceeds (subject to any Performance Fee currently due, fees, expenses and reserves for contingencies and adjustments, or completion of the Partnership's audit) as soon as commercially practicable following the receipt by the Partnership of proceeds from the applicable Investments, including Portfolio Funds or Managed Accounts in due course, or the receipt by the Partnership of proceeds from a transferee, if any, purchasing the underlying Investments from the Partnership. If a Limited Partner elects, or is deemed to elect, to withdraw more than 95% of the balance of any Capital Account, 95% of its withdrawal proceeds will generally be paid in accordance with the provisions of the immediately preceding sentence. Subject to Section 6.06(b), Section 6.06(g) and Section 6.09, the Partnership shall pay such Limited Partner the balance of its withdrawal proceeds in respect of the Interests (subject to audit adjustments), without interest, promptly following completion of the audit of the Partnership's books for the year in which such withdrawal (including the final payment of proceeds related to such withdrawal) occurs. The General Partner will have the authority to deduct from any withdrawal proceeds an amount representing actual or estimated expenses associated with processing the applicable withdrawal. Amounts withheld and reserved for contingencies or other matters may, in the General Partner's discretion, be distributed as promptly as practicable.

(d) Withdrawal notices submitted in respect of a Limited Partner's Class A Capital Account(s) or Class B Capital Account(s) may be satisfied, in the discretion of the General Partner, by submitting withdrawal requests with respect to Investments attributable to either or both of the Class A Portfolio and/or the Class B Portfolio.

(e) For the avoidance of doubt, until such time as it is distributed to the withdrawing Limited Partner or a deemed withdrawing Limited Partner, the portion of any Withdrawal Request not yet satisfied will remain invested in, and therefore still be subject to the risk of, the Partnership. If the Partnership is unable to withdraw/redeem sufficient funds from the underlying Investments, including Portfolio Funds or Managed Accounts, or (in the General Partner's discretion) find a transferee with respect to the underlying Investments in order to satisfy Withdrawal Requests or deemed withdrawals, the Partnership will pay material cash withdrawal proceeds (subject to any Performance Fee currently due, fees, expenses and reserves for contingencies and adjustments, or completion of the Partnership's audit) as soon as reasonably practicable following the receipt by the Partnership of proceeds from the applicable Investment. As a result, the withdrawing Limited Partner may not receive withdrawal proceeds for an indefinite period of time.

(f) The General Partner, in its discretion, may withdraw all or any portion of a Limited Partner's Class A Capital Account(s) and/or Class B Capital Account(s) to the extent of allocable distributions to the Partnership received in respect of the Class A Portfolio and/or the Class B Portfolio, as applicable, for the purpose of making distributions to the Limited Partner in accordance with Section 6.06(d). Any such withdrawal shall not be subject to the prior notice requirements or other liquidity terms described in this Section 6.02.

(g) The General Partner may voluntarily withdraw all or part of its Capital Account on the same terms as the Limited Partners, and the General Partner may withdraw at any time any amounts credited to its Capital Account as Performance Fees.

(h) In the event that the satisfaction of any Withdrawal Request would cause aggregate withdrawals made from the Partnership to exceed (i) with respect to any month, five percent (5%), or any other percentage determined by the General Partner to be reasonably necessary, of the Net Asset Value of the Partnership calculated as of the first day of such month (after taking into account (without duplication) all Subscriptions, distributions, withdrawals and redemptions effective as of the first day of such month) (the “Monthly Gate”) and/or (ii) with respect to any fiscal quarter, ten percent (10%), or any other percentage determined by the General Partner to be reasonably necessary, of the Net Asset Value of the Partnership calculated as of the first day of such quarter (after taking into account (without duplication) all Subscriptions, distributions, withdrawals and redemptions effective as of the first day of such quarter) (the “Quarterly Gate”), the General Partner may, in its discretion, limit aggregate withdrawals by Limited Partners in respect of any applicable month and/or quarter to the Monthly Gate and/or the Quarterly Gate, as applicable. The calculation of the Quarterly Gate shall take into account calculations of the Monthly Gate within such quarter such that, for the avoidance of doubt, the Monthly Gate shall not be incremental to the Quarterly Gate and (absent a waiver of the Quarterly Gate by the General Partner pursuant to this Section 6.02(h)) aggregate withdrawals by Limited Partners shall not exceed the Quarterly Gate in respect of any fiscal quarter. In the event that the General Partner determines to impose any Gate, applicable Withdrawal Requests of the Limited Partners in respect of the applicable month and/or fiscal quarter will be satisfied on a *pro rata* basis based on such Limited Partners’ Capital Account balances as of the first day of the month and/or quarter applicable to the relevant withdrawals as determined by the General Partner; *provided*, that the General Partner, in its discretion, may choose to waive any Gate in respect of any withdrawal, month and/or quarter. The portion of any Withdrawal Request that is not fully satisfied due to the imposition of any Gate will remain invested in the Partnership, and such Withdrawal Request shall expire in respect of such unsatisfied portion immediately upon the imposition of the applicable Gate(s) and shall not apply to any subsequent month or quarter; for the avoidance of doubt, no liquidity will be generated in respect of such unsatisfied portion unless the applicable withdrawing Limited Partner submits a new Withdrawal Request. Nothing in this Section 6.02(h) shall limit any restrictions on withdrawals or liquidity described herein, including the Liquidity Terms. Notwithstanding anything to the contrary herein, the General Partner shall in its discretion make any adjustments to take into account the application of any Gate (including any waiver thereof or fulfillment of outstanding Withdrawal Requests), including in respect of the calculation or determination of Withdrawal Dates, Withdrawal Payment Dates, capital accounts, fees, expenses, liabilities, positions, items of income, deduction, expense, gain, loss, credit or withholding for tax purposes, accounting procedures or such other financial or tax items.

Section 6.03 Required Withdrawals. The General Partner may, in its discretion, require the withdrawal of the Interests of any Limited Partner in the Partnership, in whole or in part, upon written notice to such Limited Partner, for any reason or no reason, including if the General Partner determines that such Limited Partner’s continued investment in the Partnership

may cause the Partnership, the General Partner, the Investment Manager or any of their respective Affiliates to violate any applicable law, rule or regulations, such as any Tax Reporting Rules or otherwise cause a material adverse effect on the Partnership, the General Partner, the Investment Manager or any of their respective Affiliates such as suffering an increased tax liability or becoming subject to additional costs as a result of such continued investment in the Partnership. No such required withdrawal will give rise to any claim or cause of action by any Limited Partner. Any Limited Partner receiving such notice will be treated for all purposes and in all respects as a Limited Partner who has given notice of withdrawal of all or part of its Capital Accounts, as the case may be, under Section 6.02. Such withdrawals may result in losses that would not otherwise occur but for the necessity to fully withdraw the applicable Limited Partner, and such losses will be solely the risk of such Limited Partner.

Section 6.04 Withdrawal by the General Partner.

(a) The General Partner may withdraw as a general partner of the Partnership at any time upon ninety-five (95) calendar days' prior written notice to the Limited Partners.

(b) Upon such withdrawal pursuant to Section 6.04(a), the Investment Management Agreement shall automatically terminate as of the effective date of such withdrawal and the General Partner, in its discretion, may submit withdrawal/redemption requests to each Investment, including each Portfolio Fund or Managed Account, in which the Partnership is invested generally in accordance with the provisions of Section 6.02.

(c) All actions taken by the General Partner prior to the effective date of the withdrawal of the General Partner shall be binding upon the Partnership and the exculpation and indemnification provisions contained in Section 4.06 and Section 4.07 shall survive such withdrawal. In the event that Blackstone Alternative Asset Management Associates LLC withdraws as the General Partner pursuant to this Section 6.04, the Partnership shall remain liable for all obligations to contribute capital and return distributions to any Investment under the Governing Documents of such Investment.

(d) The General Partner shall be paid 97.5% of the General Partner's estimated Capital Account(s) (computed on the basis of unaudited data) within thirty (30) days after the effective date of the General Partner's withdrawal under this Section 6.04. The Partnership shall pay the General Partner the remaining balance (subject to audit adjustments) as soon as practicable after completion of the audit of the Partnership's books for the year in which such withdrawal becomes effective.

(e) The Limited Partners acknowledge, agree and understand that limitations set forth in Section 6.02(b) shall apply in the event of the General Partner's withdrawal under this Section 6.04.

(f) Upon a withdrawal by the General Partner under this Section 6.04 or upon termination of the Investment Management Agreement, the Management Fee shall be paid to the Investment Manager as of the effective date of the termination of the Investment Management Agreement and prorated as applicable.

(g) Notwithstanding anything herein to the contrary, termination of the Investment Management Agreement will trigger the calculation and allocation of the Performance Fee.

(h) Upon and following the delivery of any notice of withdrawal of the General Partner, each Limited Partner agrees that it shall not make any negative, derogatory or disparaging comments regarding Blackstone, BAAM, the Blackstone Multi-Asset Investing group or any of their respective businesses, directors, officers, employees, agents, clients, investors or any other Affiliates with respect to this Agreement, Blackstone Alternative Asset Management Associates LLC's services as the general partner of the Partnership, BAAM's services as investment manager to the Partnership or the any Limited Partner's investment in the Partnership.

(i) Section 36(9) of the Act shall not apply to the Partnership.

Section 6.05 Death, Disability, etc. of Limited Partners.

(a) The death, disability, incapacity, adjudication of incompetency, termination, bankruptcy, insolvency or dissolution of a Limited Partner shall not, in and of itself, terminate the business of the Partnership. The legal representatives of a Limited Partner shall succeed as assignee to such Limited Partner's Interest upon the death, disability, incapacity, adjudication of incompetency, termination, bankruptcy, insolvency or dissolution of such Limited Partner, but shall not be admitted as a substituted Partner without the consent of the General Partner, in its discretion, subject to Section 3.01(b) and the last sentence of Section 7.01 of this Agreement.

(b) In the event of the death, disability, incapacity, adjudication of incompetency, termination, bankruptcy, insolvency or dissolution of a Limited Partner, the legal representatives of such Limited Partner must notify the General Partner not more than 30 days after such event occurs, and, if such legal representatives wish to make a complete withdrawal from the Partnership, they shall be permitted to withdraw as of the next occurring month end upon twenty-five (25) Business Days' prior written notice to the General Partner. Until such withdrawal occurs and withdrawal proceeds are paid, the Capital Accounts of such Limited Partner shall continue to be at the risk of the Partnership's business until the effective date of the withdrawal or the earlier termination of the Partnership. Payment to the legal representatives shall be made on the same terms, and shall be subject to the same conditions, as set forth in Section 6.02 in respect of a withdrawal by a Limited Partner of all of its Capital Accounts.

Section 6.06 Distributions.

(a) The General Partner may, in its discretion, make distributions in cash or in kind (including by a distribution in-kind of interests in a liquidating Special Purpose Vehicle), or in a combination thereof, (i) in connection with a withdrawal of funds from the Partnership by a Partner or (ii) at any time to the Partners in accordance with Section 6.06(e). Distributions shall generally be treated in a similar manner as set forth in

Section 5.02, including that the General Partner may determine to vary such methodology if it determines that doing so is in the best interests of the Partnership or equitable.

(b) In each case, the assets to be distributed in kind to any withdrawing Partner may be allocated to such withdrawing Partner in such amounts, as determined by the General Partner in its discretion.

(c) If a distribution is made in kind, immediately prior to such distribution, the General Partner shall determine the fair value of the assets distributed on the applicable Withdrawal Payment Date and adjust the applicable Capital Accounts of all Partners upward or downward to reflect the difference between the book value and the fair value thereof, as if such gain or loss had been recognized upon an actual sale of such assets and allocated pursuant to Section 5.03. Each such distribution shall, as of the applicable Withdrawal Payment Date, reduce the applicable Capital Account(s) of the distributee Partner by the fair value thereof. In-kind distributions may be composed of, among other things, interests in a Special Purpose Vehicle holding the actual investment or participations in the actual investment or participation notes (or similar derivative instruments), which provide a return with respect to certain Investments of the Partnership. The holders of interests in a Special Purpose Vehicle shall bear the expenses of such Special Purpose Vehicle.

(d) The General Partner may make distributions in cash in connection with the receipt of distributions from an Investment in the Class A Portfolio or an Investment in the Class B Portfolio. Such distributions shall be treated as a withdrawal of such Limited Partner's Class A Interests or Class B Interests, as applicable.

(e) Distributions with respect to any series of Class A Interests shall be made to each Partner holding such series of Class A Interests *pro rata* in accordance with such Partner's Class A Partnership Percentage. Distributions with respect to any series of Class B Interests shall be made to each Partner holding such series of Class B Interests *pro rata* in accordance with such Partner's Class B Partnership Percentage. Distributions related to Limited Participation Investments will be made based on the proportionate interests of the Partners in such positions.

(f) The provisions of this Section 6.06 shall apply to distributions made in connection with any withdrawal under Article VI and in connection with dissolution pursuant to Article VIII.

(g) Notwithstanding anything to the contrary contained in this Agreement, the Partnership, and the General Partner on behalf of the Partnership, shall not be required to make a distribution to any Partner on account of its Interest if such distribution would violate the Act or other applicable law or if the General Partner reasonably deems it necessary to comply with anti-money laundering laws and regulations or other laws, rules and regulations applicable to the Partnership, the General Partner, the Investment Manager or any of the Partnership's other service providers.

Section 6.07 Tax Advances; Tax Withholdings. The General Partner may withhold and/or pay over to the Internal Revenue Service (or any other relevant competent authority) such amounts, including any interest, additions to tax, or penalties with respect thereto, on behalf of or with respect to any Partner (or any Former Partner, if relevant) (e.g., backup withholding or an amount due under the Tax Reporting Rules that, in the General Partner's reasonable discretion, is attributable to such Partner or Former Partner) ("Tax Advances") as the Partnership is required to withhold or pay over, pursuant to the Code or any other applicable law, on account of a Partner's or Former Partner's interest in the Partnership. All Tax Advances and any fees or expenses related thereto made on behalf of a Partner or Former Partner shall, at the option of the General Partner, (i) be promptly paid to the Partnership by the Partner or Former Partner on whose behalf such Tax Advances were made (such payment not to constitute a Subscription), or (ii) be repaid by such Partner or Former Partner by reducing the amount of the current or next succeeding distribution or distributions that would otherwise have been made to such Partner or Former Partner or, if such distributions are not sufficient for that purpose, by so reducing the proceeds of the winding up of the Partnership otherwise payable to such Partner or Former Partner. Whenever the General Partner selects option (ii) pursuant to the preceding sentence for repayment of a Tax Advance by a Partner or Former Partner, for all other purposes of this Agreement such Partner or Former Partner shall be treated as having received all distributions (whether before or upon winding up) unreduced by the amount of such Tax Advance and interest thereon. Each Partner hereby agrees to reimburse the Partnership and the General Partner for any liability with respect to Tax Advances required on behalf of or with respect to such Partner.

(b) The General Partner shall not be obligated to apply for or obtain a reduction of or exemption from withholding tax on behalf of any Partner that may be eligible for such reduction or exemption. If requested by the General Partner, each Limited Partner shall deliver to the General Partner: (i) an affidavit in form satisfactory to the General Partner stating whether or not such Partner (or its partners, members, shareholders or other direct or indirect beneficial owners as the case may be) is subject to tax withholding under the provisions of any U.S. federal, state, local, foreign or other law; (ii) any other certificates, forms, or instruments reasonably requested by the General Partner relating to such Limited Partner's status under any such laws, including evidence of the filing of tax returns and/or payment of tax and (iii) any information reasonably requested by the General Partner in connection with applicable Tax Reporting Rules. Each Partner shall cooperate with the General Partner to the extent reasonably requested by it in connection with any tax structuring, tax audit of or involving (or any tax settlement or similar agreement of or involving), or tax filings or tax elections or other interactions with any taxing authority on behalf of or involving the Partnership or any of its existing or former Investments. Each Partner represents and warrants that any such information and forms furnished by such Partner shall be true and accurate and agrees to indemnify, to the extent permitted by applicable law, the Partnership and each of the Partners from any and all Liabilities resulting from the filing of inaccurate or incomplete information or forms provided by such Partner.

(c) The economic burden of Entity Taxes and any tax or other governmental charge (whether collected through withholding or directly or indirectly imposed on the Partnership or any subsidiary (whether by law, regulation or contract)) including a payment under the Tax Reporting Rules or potential tax (including, in each

case, any fine or penalty imposed by a governmental authority and including any interest on such tax, potential tax, fine or penalty) that, in the General Partner's reasonable discretion, is attributable to a Partner or Former Partner (including the identity or jurisdiction of a Partner or Former Partner or to such Partner's or Former Partner's failure to provide the information described in Section 6.07(b) or Section 9.07 (such taxes, "Investor Related Taxes") may be specially allocated by the General Partner, in its discretion, to any such Partners or Former Partners, and the General Partner may similarly specially allocate amounts held in reserve by the Partnership or any subsidiary related to such tax or potential tax, or an indemnity related thereto, or a purchase price discount, holdback, offset or similar reduction in gross proceeds reasonably related to such tax or potential tax. Any such Partner or Former Partner shall be treated as having received an amount equal to all such taxes paid or withheld as a distribution (such taxes, "Withholding Taxes").

(d) Each Partner (or Former Partner, if relevant) shall bear the economic burden of, and reimburse the Partnership, the other Partners (or Former Partners) and any withholding agent with respect to any and all losses, costs, claims, judgments, damages, settlement costs, fees or related expenses (including attorneys' fees and fines) arising out of any alleged or actual act or omission to act with respect to any tax payment or governmental charge (including pursuant to the Tax Reporting Rules), withholding, deduction or special allocation made by the Partnership, its subsidiaries or any withholding agent to the extent attributable to such Partner or Former Partner pursuant to this Section 6.07(d).

The obligations provided in this Section 6.07 shall survive the withdrawal of a Partner or the winding up and dissolution of the Partnership (in which case such obligation will be owed to the General Partner directly).

Section 6.08 Effective Date of Withdrawal. Unless otherwise specified in this Agreement, the effective date of a Partner's withdrawal (each such date, a "Withdrawal Date") shall mean the first day of the month in which any of the following dates occur: (i) the date withdrawal proceeds are distributed to a Limited Partner with respect to its request, or deemed request, to withdraw all or any part of its Capital Account balances, in the case of a withdrawal pursuant to Section 6.02; *provided* that, to the extent a withdrawal request is satisfied by multiple distributions of proceeds, this clause (i) shall refer to the final distribution of proceeds in satisfaction of such withdrawal request; *provided, further* that, if the applicable distribution is made during the first half of a month, the effective date may be the last day of the preceding month as determined by the General Partner; (ii) the date determined by the General Partner pursuant to Section 6.09(c) if a suspension of withdrawal rights has been lifted; (iii) the date determined by the General Partner if a Gate is applied, as applicable; or (iv) the date determined by the General Partner if such Partner shall be required to withdraw from the Partnership pursuant to Section 6.03.

Section 6.09 Additional Limitations on Withdrawal of Capital Accounts.

(a) The right of any Partner or its legal representatives to withdraw any amount from its Capital Account(s) and to have distributed to it any such amount (or any portion thereof) pursuant to this Article VI is subject to the provision by the General

Partner of all Partnership liabilities and for reserves and holdbacks in accordance with Section 5.08. In addition, no withdrawal shall be permitted that would result in a Capital Account having a negative balance. The unused portion of any reserve shall be distributed to the Partners to which the reserve applied, after the General Partner shall have determined that the need therefor shall have ceased.

(b) The General Partner may defer, suspend or otherwise limit the determination of the Net Asset Value, withdrawal rights, and/or the payment of withdrawal proceeds in respect of voluntary or required withdrawals, in each case, in whole or in part, when there exists in the opinion of the General Partner any of the following circumstances:

(i) during any period when any stock exchange or over-the-counter or other market on which the Partnership's Investments (including underlying investments) are quoted, traded or dealt in is closed or has materially restricted or suspended dealings, other than for ordinary holidays and weekends, or during periods in which dealings are restricted or suspended;

(ii) during the existence of any state of affairs as a result of which, in the opinion of the General Partner, disposal of the Partnership's or Other Accounts' assets, or the determination of the net asset value of a Capital Account, would not be reasonably practicable or is likely to be prejudicial to the non-withdrawing Limited Partners, the Partnership as a whole (including, because of restrictions on withdrawals imposed by one or more Investments, including Portfolio Funds and/or Managed Accounts) or any Other Account;

(iii) during the existence of any state of affairs as a result of which disposal of a portion of the Partnership's assets deemed significant by the General Partner is restricted under applicable U.S. or non-U.S. securities laws or regulations, or would result in a breach of contractual obligations of the Partnership to third parties;

(iv) during the existence of a state of affairs (including the restriction of trading in one or more markets or a breakdown in the means of communication normally employed in determining the price or value of the Partnership's assets or liabilities, or of current prices in any financial market as aforesaid) when for any reason the prices or values of any assets or liabilities or the disposition of the Partnership's Investments of the Partnership cannot reasonably be promptly and accurately ascertained or is impracticable or prejudicial to the Partners;

(v) for any period during which failure to enact such suspension, deferral or limitation would cause a breach or default under any contractual obligation or agreement entered into by the Partnership, including an agreement for borrowing or other financing agreement;

(vi) during any period where the conversion and remittance of funds that would or might be involved in the realization or acquisition of Investments (whether actual or hypothetical for valuation purposes), or the acceptance of Subscriptions and the processing of withdrawal requests, could not, in the opinion of the General Partner, be carried out at normal rates of exchange and/or without undue delay;

(vii) during a period in which distributions or withdrawals are likely to result in a violation of applicable law or the assets of the Partnership constituting “plan assets” of any applicable Limited Partner under for the purposes of ERISA, the Code or any Similar Law;

(viii) in the event the General Partner has determined to wind down the Partnership;

(ix) in the event that such suspension, deferral or limitation is necessary to comply with anti-money laundering regulations or other legal restrictions;

(x) in the event that such suspension, deferral or limitation is reasonably necessary or advisable to avoid adverse legal, tax or regulatory consequences;

(xi) during a period in which the Partnership is unable to withdraw funds from Investments, including Portfolio Funds, Managed Accounts and /or Investment Vehicles; or

(xii) if any of the above circumstances applies to an Investment.

(c) The General Partner shall provide written notice to each Limited Partner of a suspension of the determination of the Net Asset Value, withdrawal rights and/or payment of withdrawal proceeds. Upon the determination by the General Partner that the condition giving rise to a suspension has ceased to exist and no other condition under which suspension is authorized under Section 6.09(b) exists, such suspension shall be lifted and written notice (including via e-mail) shall be sent to the Limited Partners regarding the lifting of such suspension and the next date as of which Limited Partners will be permitted to withdraw all or a portion of a Capital Account.

(d) Upon a suspension of withdrawal rights, all pending withdrawal requests shall be automatically revoked, and no requests subsequently received shall be valid until such time as the General Partner permits Limited Partners to submit withdrawal requests in anticipation of lifting the suspension.

(e) For the avoidance of doubt, the General Partner may, by written notice to any Limited Partner, suspend the payment of withdrawal proceeds payable to such Limited Partner if the General Partner reasonably deems it necessary or advisable to do so to comply with anti-money laundering laws and regulations or other legal

restrictions applicable to the Partnership, the General Partner, the Investment Manager or any of the Partnership's other service providers.

Section 6.10 Return of Distributions. Notwithstanding any other provision of this Agreement and subject to the Act, in the event that the Partnership is required pursuant to the Governing Documents of a Commitment Vehicle to return distributions received by the Partnership from such Commitment Vehicle or otherwise satisfy obligations in respect of such Commitment Vehicle, with respect to a Limited Partner, the General Partner, in its discretion, may require a Limited Partner (including if such Limited Partner becomes a Former Partner) to return distributions made to the Limited Partner in respect of its Interests pursuant to this Article VI for the purpose of satisfying any obligation of the Partnership in respect of or call notice issued to the Partnership by the applicable Commitment Vehicle.

ARTICLE VII

Transfers of Interest

Section 7.01 Assignability of Interest. Without the prior written consent of the General Partner, a Limited Partner may not (i) make a Transfer, in whole or in part, to any Person except in accordance with Section 6.05 or by other operation of law, or (ii) substitute for itself as a Partner any other Person. Any attempted Transfer or substitution not made in accordance with this Section 7.01 shall be void to the fullest extent permitted by law.

Section 7.02 Substitute Limited Partner. No Transferee of an Interest shall become a Substitute Limited Partner unless all of the following conditions have been satisfied, within such reasonable time period as the General Partner shall determine:

- (a) The Transfer is permitted under Section 7.01;
- (b) The Partnership receives a duplicate original of all documents effecting the Transfer from the Transferor to the Transferee;
- (c) The General Partner consents to the admission of the Transferee as a Substitute Limited Partner, which consent may be granted or withheld in the General Partner's discretion;
- (d) The Transfer complies with U.S. federal, state, local and non-U.S. securities laws and other applicable laws (including any anti-money laundering rules or regulations) applicable to the Partnership, the Investment Manager or the General Partner;
- (e) The Transfer will not subject the Partnership, any Partner, the General Partner or any Affiliate of any of the foregoing to additional regulatory requirements; and
- (f) The Transferee has executed an instrument, in form and substance satisfactory to the General Partner, accepting and agreeing to be bound by all terms and conditions of this Agreement.

ARTICLE VIII

Duration, Winding Up and Dissolution of the Partnership

Section 8.01 Term. The term of the Partnership began on the date the Section 9 Statement of the Partnership was filed with the Registrar, and shall continue until the Partnership is terminated, wound up and subsequently dissolved in accordance with this Agreement.

Section 8.02 Termination.

(a) The business of the Partnership shall be terminated and its affairs shall be wound up upon the first to occur of any of the following events:

(i) a determination by the General Partner that the Partnership should be wound up and the business of the Partnership terminated;

(ii) at any time there are no Limited Partners;

(iii) any event that constitutes an event of withdrawal of the General Partner ceasing to be a general partner of the Partnership under the Act; *provided*, that the business of the Partnership shall not be terminated and required to be wound up in connection with any such event if at the time of the occurrence of such event there is at least one remaining general partner of the Partnership who is qualified to act under the Act and is hereby authorized to and does carry on the business of the Partnership; or

(iv) pursuant to an order of the Grand Court of the Cayman Islands for the winding up and dissolution of the Partnership under the Act.

(b) Upon a determination to terminate the Partnership, withdrawal requests and distributions in respect of pending withdrawals may not be made. Profit, return and loss during the Accounting Periods which include the period of winding up shall be allocated pursuant to Article V.

Section 8.03 Winding Up.

(a) Upon a decision to terminate the business of the Partnership, the General Partner (or the liquidator appointed in accordance with (b) below) shall, upon the occurrence of any event described in Section 8.02(a), file a notice of winding-up with the Registrar and shall, after completion of a final audit of the Partnership's financial statements, make distributions out of the Partnership's assets, in the following manner and order:

(i) to creditors, including Partners who are creditors, to the extent otherwise permitted by law, in satisfaction of liabilities of the Partnership (whether by payment or by establishment of reserves); and

(ii) (x) with respect to assets attributable to the Class A Portfolio, to the Partners in the proportion of their respective Class A Capital Accounts and (y) with respect to assets attributable to the Class B Portfolio, to the Partners in the proportion of their respective Class B Capital Accounts.

(b) The General Partner, in its discretion, or the Founding Limited Partner if the Partnership no longer has a General Partner, may at any time and from time to time, designate one or more liquidators, including one or more members of the General Partner, who shall have full authority to wind up the business of the Partnership and to make final distributions as provided in this Section 8.03. The appointment of any liquidator may be revoked or a successor or additional liquidator or liquidators may be appointed at any time by an instrument in writing signed by the General Partner or the Founding Limited Partner, as the case may be. Any such liquidator may receive compensation as shall be fixed, from time to time, by the General Partner or the Founding Limited Partner, as the case may be. The General Partner may also authorize the payment of fees and expenses reasonably required in connection with the winding up of the Partnership.

(c) In the event that the business of the Partnership is terminated and winding up commences on a date other than the last day of a Fiscal Year, the date of such wind up shall be deemed to be the last day of a Fiscal Year for purposes of adjusting the Capital Accounts of the Partners pursuant to Section 5.04. For purposes of distributing the assets of the Partnership during the winding up, the General Partner shall be entitled to a return, on a *pari passu* basis with the Limited Partners, of the amount standing to its credit in its Capital Account(s).

(d) Following the final distribution of the Partnership's assets pursuant to this Section 8.03, the General Partner (or the liquidator, as applicable) shall execute, acknowledge and cause to be filed a notice of dissolution of the Partnership with the Registrar and the dissolution of the Partnership shall be complete on the filing thereof.

(e) Notwithstanding anything to the contrary in this Section 8.03, the General Partner or liquidator may distribute in kind (including by way of a liquidating vehicle) rather than in cash, upon winding up, any assets of the Partnership.

Section 8.04 Time for Winding Up and Dissolution, etc. A reasonable time period shall be allowed for the orderly winding up of the Partnership, the liquidation of the assets of the Partnership and the discharge of liabilities to creditors so as to enable the Partnership to seek to minimize potential losses upon such winding up of the Partnership and liquidation of its assets. The provisions of this Agreement, including the provisions relating to the Management Fee and the Performance Fee, shall remain in full force and effect during the period of winding up and until the filing of the notice of dissolution of the Partnership with the Registrar.

ARTICLE IX

Tax Returns; Reports to Partners; Books and Records

Section 9.01 Independent Auditors. The financial statements of the Partnership shall be audited by an independent certified public accountant selected by the General Partner as of the end of each Fiscal Year of the Partnership. The independent certified public accountant shall be Deloitte & Touche LLP or another internationally-recognized accounting firm.

Section 9.02 Filing of Tax Returns. The General Partner or its designated agent shall prepare and file, or cause the accountants of the Partnership to prepare and file any required tax and information returns for each tax year of the Partnership.

Section 9.03 Tax Matters. In the event the Partnership shall be the subject of an income tax audit by any taxing authority, the General Partner shall be authorized to act for, and its decision shall be final and binding upon, the Partnership and each Partner thereof. All expenses incurred in connection with any audit, filing of any tax returns, investigation, settlement or review shall be borne by the Partnership. The General Partner shall keep the Partners informed of any material administrative and judicial Proceedings of the Partnership. Any Partner or Former Partner that is in dispute with any tax authority in relation to a matter relating to the Partnership shall notify the General Partner within thirty (30) calendar days or as promptly as practicable thereafter following the occurrence of the dispute, and if the General Partner reasonably determines that the matter is of material relevance to the tax position of the Partnership, such Partner or Former Partner (as the case may be) shall consult in good faith with the General Partner (or any advisor appointed by the General Partner for the purpose) as to how that dispute is to be handled. Any Partner or Former Partner that enters into a settlement agreement with respect to any Partnership item shall notify the General Partner of such settlement agreement and its terms within thirty (30) calendar days after the date of settlement. Each Partner or Former Partner shall provide the General Partner any tax information reasonably requested so that the General Partner can implement the provisions of this Section 9.03 (including by making any election permitted hereunder), and conduct any tax audit or similar proceeding of the Partnership.

Section 9.04 Classification as a Corporation. The parties hereto intend the Partnership be classified as a corporation for U.S. federal income tax purposes. The General Partner shall, for and on behalf of the Partnership, shall file an initial entity classification election on IRS Form 8832 to treat the Partnership as a corporation and shall be permitted to take all steps as may be required or advisable to maintain the Partnership's classification as a corporation as of the date of formation of the Partnership. The Partnership's books of account shall be maintained on a basis consistent with such treatment, and the Partners hereby agree to take any measures necessary (or, if applicable, refrain from any action) to ensure that the Partnership is treated as a corporation for U.S. federal, state and local income tax purposes.

Section 9.05 Financial Statements.

(a) Within one hundred and eighty (180) days after the end of each Fiscal Year or as soon as reasonably practicable thereafter, the Partnership shall cause to be delivered to each Partner financial statements of the Partnership (which need not

include the list of the Partnership's investments that may be required by GAAP), audited by the independent certified public accountant selected by the General Partner.

(b) Each Limited Partner hereby authorizes the General Partner to appoint an independent representative (who shall not be employed by the General Partner or an Affiliate of the General Partner) to receive on such Limited Partner's behalf any information that may be required to be delivered to such Limited Partner pursuant to Rule 206(4)-2, promulgated under the Advisers Act.

Section 9.06 Books, Records and Other Information.

(a) The General Partner shall keep or cause to be kept the Register, the Record and other books and records pertaining to the Partnership's affairs showing all of its assets and liabilities, receipts and disbursements, gains and losses, Partners' Capital Accounts and all transactions entered into by the Partnership in accordance with the Act. Such books and records of the Partnership shall be kept at the Partnership's principal place of business or at the office of an agent of the Partnership and shall be kept for a period of no less than five (5) years from the date of preparation (or such longer period required by applicable law).

(b) Except as otherwise expressly provided in this Agreement, no Limited Partner (and, for the avoidance of doubt, no Former Partner) shall have any right to obtain any information contained in the books and records of the Partnership, including any information relating to any other Limited Partner or the Partnership's trading activity. Each Limited Partner hereby waives, to the fullest extent permitted by applicable law, any and all rights under the Act or to otherwise demand information regarding the Partnership, its business or financial condition, or to inspect the Partnership's books, records or registers, except to the extent such right is guaranteed explicitly in this Agreement or as otherwise agreed to by the General Partner in its discretion.

Section 9.07 Limited Partner Information. Each Partner and Former Partner shall enter into or comply with any applicable certification, documentation, information or other reporting requirement or agreement as the General Partner may request (including, to the extent applicable, providing information with respect to its direct or indirect beneficial owners) if entering into or complying with such requirement or agreement is requested by the General Partner in relation to any tax or required by statute or regulation or other applicable law or guidance (including in connection with applicable Tax Reporting Rules) as a precondition to relief or exemption from any withholding taxes, assessments, fines, penalties or other governmental charges imposed by any taxing or governmental authorities, including with respect to amounts received by the Partnership or income or distributions from the Partnership in which such Partner or Former Partner is or was an investor, and any such certification, documentation or other information may be disclosed to any applicable tax authority. In addition, each Partner and Former Partner shall take reasonable measures to change the financial institution through which it receives payments of distributions from the Partnership if relief or exemption from withholding taxes can be obtained by such change. Each Partner represents and warrants that any such information and forms furnished by such Partner shall be true and accurate and agrees to indemnify the Partnership

and each of the Partners from Liabilities resulting from the filing of inaccurate or incomplete information or forms relating to such withholding taxes.

ARTICLE X

Confidential Information

Section 10.01 Confidentiality.

(a) In connection with the organization of the Partnership and its ongoing business, the Limited Partners will receive or have access to Confidential Information. Each Limited Partner agrees to, and agrees to cause its Authorized Representatives that have access to Confidential Information to, keep confidential and not disclose, reproduce, disseminate, in whole or in part, and not to make any use of (other than for purposes reasonably related to its Interest or for purposes of filing such Limited Partner's tax returns) or disclose to any Person, any Confidential Information; *provided* that, each Limited Partner may disclose Confidential Information to its Authorized Representatives on a need to know basis, but only if (i) such Limited Partner causes such Authorized Representatives to keep confidential and not disclose, reproduce, disseminate, in whole or in part, and not to make any use of (other than for purposes reasonably related to such Limited Partner's Interest or for purposes of filing such Limited Partner's tax returns) or disclose to any Person, any Confidential Information, and (ii) such Authorized Representatives are bound by confidentiality obligations to such Limited Partner with respect to such information at least as restrictive as the confidentiality obligations set forth in this Agreement. In addition, each Limited Partner may disclose Confidential Information as otherwise required by any regulatory authority, law or regulation, or by legal process subject to the terms herein. Subject to this Section 10.01, each Limited Partner and its Authorized Representatives shall keep the existence of the Confidential Information confidential and shall exercise at least the same degree of care with respect to the Confidential Information as such Limited Partner would exercise with respect to its own proprietary and confidential material. Each Limited Partner shall be responsible for any actions taken by or omissions of its Authorized Representatives that would be deemed a breach of this Agreement as if such Limited Partner had taken such actions. Notwithstanding anything to the contrary herein, each Limited Partner agrees that it will not, without the prior written consent of the Partnership, provide any Confidential Information to any of its Authorized Representatives in other groups who participate in proprietary investing, trade desks or Affiliates who participate in the fund manager selection or fund structuring activities of any fund of funds or similar business which involves investment of proprietary or client capital in hedge funds, commodity pools, or other similar investment vehicles.

(b) In the event that a Limited Partner or its Authorized Representatives are requested or required, in connection with any Proceeding by or before a governmental authority, to disclose any Confidential Information, such Limited Partner shall, to the fullest extent permitted by applicable law, and prior to any such disclosure, give the General Partner prompt written notice of such request or requirement so that the General Partner may seek an appropriate order or other remedy protecting the Confidential

Information from disclosure, and such Limited Partner shall cooperate with the General Partner to obtain such protective order or other remedy. In the event that a protective order or other remedy is not obtained, or the General Partner waives its rights to seek such an order or other remedy, such Limited Partner (or its Authorized Representatives to whom such request is directed) may furnish only that portion of the Confidential Information which, in the written opinion of such Limited Partner's counsel, such Limited Partner is legally required to disclose, *provided* that such Limited Partner gives the General Partner written notice of the information to be disclosed as far in advance of its disclosure as practicable and such Limited Partner uses its best efforts to obtain assurances that confidential treatment shall be accorded to such information.

(c) Notwithstanding anything in this Agreement to the contrary, (i) each Partner (and each employee, representative, or other agent of such Partner) may disclose to any and all Persons, without limitation of any kind, the U.S. federal income tax treatment and tax structure of the Partnership, it being understood and agreed, for this purpose, (A) the name of, or any other identifying information regarding (x) the Partnership or any existing or future investor (or any Affiliate thereof) in the Partnership, or (y) any investment or transaction entered into by the Partnership; (B) any performance information relating to the Partnership or its Investments; and (C) any performance or other information relating to previous funds or investments sponsored by Blackstone, in each case, does not constitute such tax treatment or tax structure information; and (ii) nothing in this Agreement shall be construed to (A) prohibit any Limited Partner from lawfully making reports to or communicating with any governmental agency or law enforcement entity regarding possible violations of U.S. federal law or regulation in accordance with the provisions and rules promulgated under Section 21F of the U.S. Securities Exchange Act of 1934, as amended from time to time, and the rules and regulations promulgated thereunder, or Section 806 of the U.S. Sarbanes-Oxley Act of 2002, as amended from time to time, and the rules and regulations promulgated thereunder, or of any other express "whistleblower" protection provisions of U.S. state or federal law or regulation, or (B) require notification to, or prior approval by, the General Partner of any reporting described in the foregoing clause (ii)(A).

(d) Each Limited Partner agrees that the General Partner has the right to keep confidential from the Limited Partners, for such period of time as the General Partner in its discretion deems reasonable, any Confidential Information. In order to preserve the confidentiality of certain information disseminated by the General Partner or the Partnership under this Agreement that a Limited Partner is entitled to receive pursuant to the provisions of this Agreement, including annual and other reports, the General Partner may (i) provide such Limited Partner access to such information only via (A) a database or other forum hosted on a website designated by the General Partner (the "Reporting Site") with such parameters regarding access and availability of information for review as the General Partner deems reasonably necessary to protect the confidentiality and proprietary nature of the information contained therein (including establishing password protections for access to the Reporting Site and preventing the Partnership Reports posted on the Reporting Site from being copied), (B) another password-protected, non-downloadable, non-printable format internet website, or (C) in lieu thereof, by electronic mail or other means of electronic transmission, and (ii) require such Limited

Partner to promptly return or destroy any copies of information provided to it by the General Partner or the Partnership.

(e) Notwithstanding anything in this Agreement or applicable law to the contrary, including any requirement to provide lists of investments and valuation information or to allow the inspection of the Partnership's books, any information provided or disclosed to a Limited Partner may, to the fullest extent permitted by law, be adjusted, in the General Partner's discretion, so that any financial information, valuation or other confidential information relating to the Partnership (collectively, "Investment Information") is not disclosed to any Limited Partner that is directly or indirectly subject to either (i) the Freedom of Information Act or (ii) similar public disclosure law or regulation whether currently in force or enacted in the future (any such Partner, a "Public Fund Partner"). The provisions of this Section 10.01 will also apply to any Limited Partner that is acting as an agent or trustee for a Public Fund Partner where Investment Information could at any time become available to the Public Fund Partner. At the General Partner's reasonable request, a Public Fund Partner shall promptly return all Investment Information, whether stored in hard copy or in any electronic device or medium.

(f) For the avoidance of doubt, this Agreement applies to information accessed through BAAM's and/or Blackstone's electronic data room/investor website and supersedes any "click-through" acknowledgement associated with any such electronic data room/investor website with respect to the transactions contemplated by this Agreement.

(g) The Partners acknowledge and agree that (i) the provisions of this Section 10.01 are intended to preserve the unique relationship among the Partners, and (ii) the provisions of this Section 10.01 are intended to preserve the value and goodwill of the Partnership's business; and that, in the event of a breach or a threatened breach by any Partner of its obligations under this Section 10.01, the other Partners and the Partnership shall not have an adequate remedy at law. Accordingly, in the event of any such breach or threatened breach by a Partner, any of the other Partners shall be entitled to seek such judicial or other measures as may be available to restrain such Partner and any Person participating in such breach or threatened breach from the violation of the provisions thereof. Nothing in this Agreement shall be construed as prohibiting a Partner or the Partnership from pursuing any other remedies available at law or in equity for such breach or threatened breach, including the recovery of damages.

ARTICLE XI

Miscellaneous

Section 11.01 Entire Agreement. This Agreement and each Subscription Agreement supersede any and all existing agreements, oral or written, between or among the Partnership, the General Partner and the Limited Partners, with respect to the Partnership.

Section 11.02 Execution of Other Documents. Each of the Partners agrees to execute upon demand such certificates, counterparts, instruments and documents as may from time to time be required to be filed or recorded by law.

Section 11.03 Power of Attorney. Each of the Partners hereby appoints the General Partner as its true and lawful representative and attorney-in-fact, in its name, place and stead to make, execute, sign, acknowledge, swear to and file:

(a) any Section 10 Statement of the Partnership as may be required under the Act;

(b) this Agreement and any duly adopted amendment to this Agreement and all instruments that the General Partner deems appropriate to reflect a change or modification of the Partnership in accordance with the terms of this Agreement;

(c) any and all instruments, certificates and other documents that may be deemed necessary or desirable to effect the admission, transfer or withdrawal of any Partner;

(d) any and all instruments, certificates and other documents that may be deemed necessary or desirable to effect the termination, winding-up and dissolution of the Partnership; and

(e) any business certificate, fictitious name certificate, amendment thereto or other instrument or document of any kind necessary or desirable to accomplish the business, purpose and objectives of the Partnership, or required by any applicable U.S. or non-U.S. federal, state or local law.

The power of attorney is given to secure a proprietary interest of the donee of the power or the performance of an obligation owed to the donee, is irrevocable and, to the fullest extent permitted by law, shall survive, and shall not be affected by, the subsequent death, disability, incapacity, adjudication of incompetency, termination, bankruptcy, insolvency, liquidation or dissolution of a Limited Partner; *provided, however*, that such power of attorney will terminate upon the substitution of another limited partner for all of such Limited Partner's interest in the Partnership or upon the complete withdrawal of such Limited Partner from participation in the Partnership.

Section 11.04 Amendments to Partnership Agreement.

(a) The terms and provisions of this Agreement may be modified or amended at any time and from time to time by the consent of the Founding Limited Partner, which shall be written (including via e-mail) or, to the fullest extent permitted by law, passive (*i.e.*, a Limited Partner shall be deemed to have consented to such modification or amendment if such Limited Partner fails to object to such modification or amendment within a specific period of time determined by the General Partner), and the affirmative vote of the General Partner, insofar as is consistent with the laws governing this Agreement, except that:

(i) without the consent of the Limited Partners, the General Partner may amend this Agreement to: (A) reflect a change in the name of the Partnership; (B) reflect the admission, substitution, transfer or withdrawal of Partners in accordance with this Agreement (including the last sentence of Section 3.01(b)); (C) reflect a change as contemplated by the provisions relating to the adjustment of allocations as provided in, and subject to the provisions of, Section 5.05 or Section 5.11 or the provisions relating to the Performance Fee as provided in, and subject to the provisions of, Section 5.04 and Section 5.12; (D) make any change that is necessary or, in the opinion of the General Partner, advisable to qualify the Partnership as a exempted limited partnership or a partnership in which the Limited Partners have limited liability under the laws of any U.S. state, the Cayman Islands or other non-U.S. jurisdiction, or ensure that the Partnership shall be treated as an association taxable as a corporation for U.S. federal income tax purposes; (E) make any change that is required or contemplated by this Agreement; (F) make any change that does not adversely affect the Limited Partners in any material respect; (G) make any change that is necessary or desirable to cure any ambiguity, to correct or supplement any provision in this Agreement that would be inconsistent with any other provision in this Agreement, or to make any other provision with respect to matters or questions arising under this Agreement that shall not be inconsistent with the provisions of this Agreement, in each case, so long as such change does not adversely affect the Limited Partners in any material respect; (H) correct any printing, stenographic or clerical error or effect changes of an administrative or ministerial nature which do not increase the authority of the General Partner in any material respect or adversely affect the Limited Partners in any material respect; (I) make any change that is necessary or desirable to satisfy any requirements, conditions or guidelines contained in any opinion, directive, order, statute, ruling or regulation of any U.S. federal or state governmental entity or Cayman Islands or other non-U.S. governmental entity; (J) reflect a change that is desirable to address legal, tax, regulatory, accounting or other similar issues affecting one or more Partners; (K) reflect a change in any provision of this Agreement that requires any action to be taken by or on behalf of the General Partner or the Partnership pursuant to the requirements of the Act if the provisions of the Act are amended, modified or revoked so that the taking of such action is no longer required; (L) reflect a change to add to the duties or obligations of the General Partner; (M) prevent the Partnership from in any manner being deemed an “investment company” subject to the provisions of the Investment Company Act; (N) enable, when applicable, the Partnership to avoid or minimize Entity Taxes; (O) reflect a change to create a new series, sub-series, lots, classes, sub-classes and/or tranches of Interests subject to different terms than the series currently in existence; (P) prevent the Partnership’s assets from being deemed “plan assets” for the purposes of ERISA, the Code or any Similar Law; or (Q) make any other amendments similar to the foregoing;

(ii) each Partner must approve of any amendment that would (x) reduce its Capital Account(s) or limit its right of withdrawal or (y) amend the provisions of this Agreement relating to this Section 11.04(a); and

(iii) notwithstanding any provision in this Agreement to the contrary, without the consent of the General Partner, no amendment to this Agreement shall relieve the Partnership or any Limited Partner as applicable from any obligation to contribute capital, satisfy obligations in respect of or return distributions to a Commitment Vehicle pursuant to this Agreement, including Section 6.10 hereof.

(b) The General Partner shall notify each Limited Partner of any amendment of this Agreement.

(c) Any amendment adopted in accordance with this Section 11.04 shall not require signature by the Limited Partners, and shall be deemed amended as if all parties thereto had executed such amendment.

Section 11.05 Non-Voting Interests of Registered Fund Limited Partners.

(a) An Interest owned, controlled or held with power to vote by a Registered Fund Limited Partner, by an affiliated person (as such term is defined under the Company Act) of a Registered Fund Limited Partner or by an affiliated person of such a Person, shall be a Non-Voting Interest; *provided, however*, that such Non-Voting Interest shall be permitted to vote on matters as to which the exercise of voting rights would not cause the Non-Voting Interest to be deemed a “voting security” as defined under Section 2(a)(42) of the Company Act.

(b) Except as provided in this Section 11.05, an Interest held by a Registered Fund Limited Partner as a Non-Voting Interest shall be identical in all regards to all other Interests held by Limited Partners.

Section 11.06 Choice of Law. Notwithstanding the place where this Agreement may be executed by any of the parties hereto, except for the interpretation of the term “Gross Negligence,” which shall be construed in accordance with the laws of the State of Delaware, the parties expressly agree that all of the terms and provisions hereof shall be governed by and construed under the laws of the Cayman Islands and, without limitation thereof, that the Act as now adopted or as may be hereafter amended shall govern all partnership aspects of this Agreement except to the extent modified hereby.

Section 11.07 Venue. Unless otherwise agreed to in writing by the General Partner (on its own behalf and/or on behalf of the Partnership), any Proceeding relating in any way to, arising out of or concerning this Agreement or the Partnership’s affairs shall be brought and maintained exclusively in the Court of Chancery of the State of Delaware, and each party hereto irrevocably consents to the jurisdiction of the Court of Chancery to the broadest extent possible for any such Proceeding and, to the extent permitted by law, waives any objection to proceeding there that such party might have on the basis of inconvenient forum, improper venue, or otherwise; *provided* that, if the Court of Chancery would not have or is found not to have subject matter jurisdiction over any Proceeding relating in any way to, arising out of or concerning this Agreement, such Proceeding shall be brought and maintained only in the courts of the State of New York located in New York County or the United States District Court for the Southern District

of New York, and each party irrevocably consents to the jurisdiction of such courts to the broadest extent possible for any such Proceeding and waives any objection to proceeding there that such party might have on the basis of inconvenient forum, improper venue, or otherwise.

Section 11.08 Severability. If any provision of this Agreement is invalid or unenforceable under any applicable law, then such provision shall be deemed inoperative to the extent that it may conflict therewith and shall be deemed modified to conform with such applicable law. Any provision hereof which may be held invalid or unenforceable under any applicable law shall not affect the validity or enforceability of any other provisions hereof, and to this extent the provisions hereof shall be severable.

Section 11.09 Counterparts. Counterparts may be executed through the use of separate signature pages (or the Subscription Agreement) or in any number of counterparts with the same effect as if the parties executing such counterparts had all executed one counterpart. Each party understands and agrees that any portable document format (PDF) file, electronic signature or other reproduction of its signature on any counterpart shall be equal to and enforceable as its original signature and that any such reproduction shall be a counterpart hereof that is fully enforceable in any court or arbitral panel of competent jurisdiction.

Section 11.10 Successors and Assigns. This Agreement shall inure to the benefit of each Partner and the executors, administrators, estate, heirs, legal successors and representatives of such Partner.

Section 11.11 No Waiver. The failure of a party to insist upon strict adherence to any term or provision of this Agreement on any occasion shall not be considered a waiver thereof or deprive that party of the right thereafter to insist upon strict adherence to that term or provision or any other term or provision of this Agreement.

Section 11.12 Notices. Each notice relating to this Agreement shall be in writing and delivered in person, by registered or certified mail, by Federal Express or similar overnight courier service or by electronic mail (e-mail). All notices to the Partnership shall be addressed to its principal place of business as set forth in Section 2.02. All notices addressed to a Partner shall be addressed to such Partner at the address set forth on the books and records of the Partnership. Any Partner may designate a new address by notice to that effect given to the Partnership. All notices to the General Partner shall be addressed to the General Partner, addressed to its principal office at 345 Park Avenue, 28th Floor, New York, NY 10154 (if delivered personally or by post), or to BAAMclientoperations@blackstone.com (if sent by e-mail). Unless otherwise specifically provided in this Agreement, a notice shall be deemed to have been effectively given when delivered personally, if delivered on a Business Day; the next Business Day after personal delivery if delivered personally on a day that is not a Business Day; four (4) Business Days after being deposited in the United States mail, postage prepaid, return receipt requested, if mailed; on the next Business Day after being deposited for next day delivery with Federal Express or similar overnight courier; when sent, if e-mailed on a Business Day; the next Business Day following the day on which the e-mail is sent if e-mailed on a day that is not a Business Day; once e-mailed confirmation is sent following posting on a password-protected website maintained by the Partnership or its Affiliates, if such confirmation is e-mailed on a Business Day; and the next Business Day following the day on which an e-mailed confirmation is sent following posting on a

password-protected website maintained by the Partnership or its Affiliates, if such confirmation is e-mailed on a day that is not a Business Day. Sections 8 and 19(3) of the Electronic Transactions Act (As Revised) of the Cayman Islands shall not apply to this Agreement or to any notices given hereunder.

Section 11.13 No Third-Party Rights. Except for the provisions of Section 4.06 and Section 4.07, the provisions of this Agreement, including the provisions of Section 3.02 and Section 6.02, are not intended to be for the benefit of any creditor or other Person (other than the Partners in their capacities as such) to which any debts, liabilities or obligations are owed by (or who otherwise have a claim against or dealings with) the Partnership or any Partner, and, to the fullest extent permitted by law, no such creditor or other Person shall obtain any rights under any of such provisions (whether as a third-party beneficiary or otherwise) or shall by reason of any such provisions have a right to make any claim in respect of any debt, liability or obligation (or otherwise) including any debt, liability or obligation against the Partnership or any Partner, or shall have any rights under the Contracts (Rights of Third Parties) Act (As Revised) of the Cayman Islands. A Person who is not a party to this Agreement may not, in its own right or otherwise, enforce any term of this Agreement except that each Beneficiary may in their own right enforce Section 4.06 and Section 4.07 pursuant to Section 4.07(l). Notwithstanding any other term of this Agreement, the consent of any person who is not a party to this Agreement (including without limitation a Beneficiary) is not required for any amendment to, or variation, release, rescission or termination of this Agreement.

Section 11.14 Headings. The table of contents, titles of the Articles and the headings of the Sections of this Agreement are for convenience of reference only, and are not to be considered in construing the terms and provisions of this Agreement. References to “Article” or “Section” in this Agreement shall be deemed to refer to the indicated Article or Section of this Agreement, unless the context clearly indicates otherwise.

Section 11.15 Counsel to the Partnership.

(a) Partnership Counsel also serves as counsel to the General Partner and/or the Investment Manager, as applicable. The General Partner may execute on behalf of the Partnership any consent to the representation of the Partnership that Partnership Counsel may request pursuant to the applicable rules of professional conduct in any jurisdiction. Partnership Counsel is not representing any Limited Partner with respect to its becoming a Limited Partner, or with respect to any action taken by the Partnership, whether or not Partnership Counsel has represented such Limited Partner with respect to other matters.

(b) Each Limited Partner further acknowledges and agrees that neither this Agreement nor the transactions contemplated hereby relating to the management and operation of the Partnership are intended to create an attorney/client or any other relationship between the Partnership Counsel, on the one hand, and such Limited Partner, on the other hand, pursuant to which such Limited Partner (acting other than in the name of the Partnership) would have a right to object to such law firm’s representation of any Person under any circumstances.

(c) In the event any dispute or controversy arises between any Limited Partner and the Partnership, or between any Limited Partner or the Partnership, on the one hand, and the General Partner (or an Affiliate thereof) that the Partnership Counsel represents, on the other hand, then each Limited Partner agrees that the Partnership Counsel may represent either the Partnership or the General Partner (or its Affiliate), or both, in any such dispute or controversy to the extent permitted by the New York Rules of Professional Conduct or similar rules in any other jurisdiction, and each Limited Partner hereby consents to such representation.

Section 11.16 AML. Notwithstanding any other provision of this Agreement to the contrary, the General Partner, the Investment Manager and/or the Administrator, in their own name and on behalf of the Partnership, shall be authorized without the consent of any Person, including any Limited Partner, to take such action (including requiring any Limited Partner to provide it with necessary information) as it determines in its discretion to be necessary or advisable to comply with any anti-money laundering, anti-terrorist or proliferation financing laws, rules, regulations, directives or special measures, including the actions contemplated by the Subscription Agreements, or to cure or mitigate any material adverse effect on the Partnership or any Partner as a result of any Limited Partner's continued participation in the Partnership.

Section 11.17 Ownership and Use of Names. The Partnership acknowledges and agrees that Blackstone TM L.L.C. ("TM"), a Delaware limited liability company with a principal place of business at 345 Park Avenue, New York, New York 10154, (or its successors or assigns) is the sole and exclusive owner of the mark and name BLACKSTONE and that the ownership of, and the right to use, sell or otherwise dispose of, the firm name or any abbreviation or modification thereof which consists of or includes BLACKSTONE, shall belong exclusively to TM, which company (or its predecessors, successors or assigns) has licensed the Partnership to use BLACKSTONE in its name. The Partnership acknowledges and agrees that TM owns the service mark BLACKSTONE for various services and that the Partnership is using the BLACKSTONE mark and name on a non-exclusive, non-sublicensable and non-assignable basis in connection with its business and authorized activities with the permission of TM. All services rendered by the Partnership under the BLACKSTONE mark and name will be rendered in a manner and with quality levels that are consistent with the high reputation heretofore developed for the BLACKSTONE mark by TM and its Affiliates and licensees. The Partnership understands that TM may terminate its right to use BLACKSTONE at any time in TM's discretion by giving the Partnership written notice of termination. Promptly following any such termination, the Partnership will take all steps necessary to change its company name to one which does not include BLACKSTONE or any confusingly similar term and cease all use of BLACKSTONE or any term confusingly similar thereto as a service mark or otherwise.

Section 11.18 **WAIVER OF JURY TRIAL**. **EACH PARTY KNOWINGLY, VOLUNTARILY AND INTENTIONALLY WAIVES ITS RIGHT TO A TRIAL BY JURY TO THE EXTENT PERMITTED BY LAW IN ANY LEGAL ACTION OR PROCEEDING ARISING OUT OF THE TERMS AND CONDITIONS OF THIS AGREEMENT. THIS WAIVER APPLIES TO ANY LEGAL ACTION OR PROCEEDING, WHETHER SOUNDING IN CONTRACT, TORT OR OTHERWISE. EACH PARTY ACKNOWLEDGES AND AGREES THAT IT HAS RECEIVED THE ADVICE OF COMPETENT COUNSEL. THE PARTNERSHIP OR ANY PARTNER OR ANY**

FORMER PARTNER MAY FILE AN ORIGINAL COUNTERPART OR COPY OF THIS SECTION 11.18 WITH ANY COURT OR JURISDICTION AS WRITTEN EVIDENCE OF THE CONSENT OF THE PARTNERS TO THE WAIVER OF THEIR RESPECTIVE RIGHTS TO TRIAL BY JURY.

Section 11.19 Survival. The provisions of Section 1.02 (*Interpretation and Construction*), Section 1.03 (*Discretion; Good Faith*), Section 3.02 (*Liability of the Partners and Former Partners*), Section 4.06 (*Exculpation*), Section 4.07 (*Indemnification*), Section 4.08(a)-(b) (*Management Fee; Payment of Certain Costs and Expenses*), Section 5.04 (*Allocation of Net Capital Appreciation or Net Capital Depreciation; Class A Performance Fee*), Section 5.05 (*Adjustment of Allocations*), Section 5.07 (*Reserves*), Section 6.02 (*Withdrawals*), Section 6.07 (*Tax Advances; Tax Withholdings*), Section 6.10 (*Return of Distributions*), Section 9.02 (*Filing of Tax Returns*), Section 9.03 (*Tax Matters*), Section 9.07 (*Limited Partner Information*), Section 10.01 (*Confidentiality*), Section 11.01 (*Entire Agreement*), Section 11.06 (*Choice of Law*), Section 11.07 (*Venue*), Section 11.08 (*Severability*), Section 11.12 (*Notices*), Section 11.13 (*No Third-Party Rights*), Section 11.16 (*AML*), Section 11.18 (*Waiver of Jury Trial*) and this Section 11.19 (*Survival*) shall survive the termination of this Agreement, the termination of the Investment Management Agreement, the withdrawal of a Limited Partner, the dissolution of the Partnership and/or the resignation of the General Partner of the Partnership.


Section 11.20 Deregistration. The General Partner may, at any time, de-register the Partnership pursuant to Section 41 of the Act.

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IN WITNESS WHEREOF, the undersigned have unconditionally executed and delivered this Agreement as a deed on the date first set forth above.

GENERAL PARTNER:

BLACKSTONE ALTERNATIVE ASSET MANAGEMENT ASSOCIATES LLC

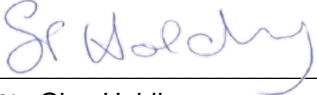
By: 

Name: Jack Pitts
Title: Authorized Person

PURSUANT TO AN EXEMPTION FROM THE COMMODITY FUTURES TRADING COMMISSION (THE "CFTC") IN CONNECTION WITH ACCOUNTS OF QUALIFIED ELIGIBLE PERSONS, THIS ACCOUNT DOCUMENT IS NOT REQUIRED TO BE, AND HAS NOT BEEN, FILED WITH THE CFTC. THE CFTC DOES NOT PASS UPON THE MERITS OF PARTICIPATING IN A TRADING PROGRAM OR UPON THE ADEQUACY OR ACCURACY OF COMMODITY TRADING ADVISOR DISCLOSURE. CONSEQUENTLY, THE CFTC HAS NOT REVIEWED OR APPROVED THIS TRADING PROGRAM OR ACCOUNT DOCUMENT.

FOUNDING LIMITED PARTNER:

CHANNEL INVESTMENT MANAGEMENT LIMITED ACN 163 234 240 ACTING IN ITS CAPACITY AS TRUSTEE OF GRAPHENE ALTERNATIVE FUND AUT, AN AUSTRALIAN UNIT TRUST

By: 

Name: Glen Holding
Title: Director

INITIAL LIMITED PARTNER:

Executed, solely in respect of his withdrawal under Section 2.06 of this Agreement, by the withdrawing Initial Limited Partner:



Jack Pitts

In the presence of:



Witness name: Kelsey Kissane

Title: Authorized Person

EXHIBIT A

Risks and Conflicts Disclosure

BLACKSTONE ALTERNATIVE ASSET MANAGEMENT L.P.
RISKS AND CONFLICTS DISCLOSURE

DECEMBER 2023

This risks and conflicts disclosure (this “Disclosure Document”) is being delivered to current or potential future investors (the “Investors”) in certain private investment vehicles, accounts and portfolios managed or advised by Blackstone Alternative Asset Management L.P. (the “Investment Manager”). The information in this Disclosure Document is being furnished on a confidential basis exclusively for use and retention by the Investors. By accepting this Disclosure Document, you agree not to transmit, reproduce or make available to any other person (other than your legal, tax, accounting and other advisers assisting in your evaluation of your investment, in each case, who are notified of its confidential nature, and other than as required by law or court order or as requested by any governmental, regulatory or self-regulatory body with jurisdiction over Investors) all or any part of this Disclosure Document without the express prior written consent of the Investment Manager; provided, that nothing in this Disclosure Document shall be construed to (i) prohibit any person from lawfully making reports to or communicating with any governmental agency or law enforcement entity regarding possible violations of federal law or regulation in accordance with the provisions and rules promulgated under Section 21F of the U.S. Securities Exchange Act of 1934, as amended, and the rules and regulations promulgated thereunder, or Section 806 of the U.S. Sarbanes-Oxley Act of 2002, as amended from time to time, and the rules and regulations promulgated thereunder, or of any other express “whistleblower” protection provisions of state or federal law or regulation, or (ii) require notification to, or prior approval by, the Investment Manager or any other person associated with it of any reporting described in the foregoing clause (i).

HIGHLY CONFIDENTIAL & TRADE SECRET

THIS DISCLOSURE DOCUMENT SHALL NOT CONSTITUTE AN OFFER TO SELL OR THE SOLICITATION OF AN OFFER TO BUY, NOR SHALL THERE BE ANY OFFER, SOLICITATION OR SALE OF ANY ECONOMIC INTEREST IN ANY PRIVATE INVESTMENT VEHICLE OR ACCOUNT REFERENCED HEREIN.

THE INVESTMENT MANAGER IS A MEMBER OF THE NATIONAL FUTURES ASSOCIATION (“NFA”) AND IS SUBJECT TO THE NFA’S REGULATORY OVERSIGHT AND EXAMINATIONS. THE INVESTMENT MANAGER HAS ENGAGED OR MAY ENGAGE DIRECTLY OR INDIRECTLY IN UNDERLYING OR SPOT VIRTUAL CURRENCY TRANSACTIONS IN THE FUND. ALTHOUGH THE NFA HAS JURISDICTION OVER THE INVESTMENT MANAGER AND THE FUND, YOU SHOULD BE AWARE THAT THE NFA DOES NOT HAVE REGULATORY OVERSIGHT AUTHORITY FOR UNDERLYING OR SPOT MARKET VIRTUAL CURRENCY PRODUCTS OR TRANSACTIONS OR VIRTUAL CURRENCY EXCHANGES, CUSTODIANS OR MARKETS. YOU SHOULD ALSO BE AWARE THAT GIVEN CERTAIN MATERIAL CHARACTERISTICS OF THESE PRODUCTS, INCLUDING LACK OF A CENTRALIZED PRICING SOURCE AND THE OPAQUE NATURE OF THE VIRTUAL CURRENCY MARKET, THERE CURRENTLY IS NO SOUND OR ACCEPTABLE PRACTICE FOR THE NFA TO ADEQUATELY VERIFY THE OWNERSHIP AND CONTROL OF A VIRTUAL CURRENCY OR THE VALUATION ATTRIBUTED TO A VIRTUAL CURRENCY BY THE INVESTMENT MANAGER.

**BLACKSTONE ALTERNATIVE ASSET MANAGEMENT L.P.
RISKS AND CONFLICTS DISCLOSURE**

Introduction

This Disclosure Document is being provided in connection with your investment in one or more of the private investment vehicles, accounts or portfolios (for purposes of this Disclosure Document, a “Fund”) managed or advised by Blackstone Alternative Asset Management L.P. (“BAAM” or the “Investment Manager”). The Fund is more fully described in the confidential offering memorandum, private placement memorandum, summary of terms, investment management or advisory agreement, limited partnership agreement, or other disclosure document that you received in connection with your investment in the Fund (for purposes of this Disclosure Document, the “Memorandum”). Your investment in the Fund is governed by, and is subject to the terms of, your subscription agreement with the Fund and/or the Fund’s other governing documents (as applicable to your Fund(s)), each as may be amended from time to time (together with the Memorandum, collectively, the “Fund Documents”). This Disclosure Document supplements certain disclosures relating to your investment in the Fund (the “Investment”) provided to you previously, and by your acceptance of this Disclosure Document, you acknowledge and accept the risks and conflicts of interest described herein to which your Investment is subject. You acknowledge that you have read the terms and conditions contained in this Disclosure Document (as such may be posted on the BXAccess portal) and understand that they will continue to apply to your investment in certain private investment vehicles, accounts and portfolios managed or advised by Blackstone Alternative Asset Management L.P. and/or its affiliates, as applicable. As holder of the Investment, you are referred to herein as the “Investor.”

You are encouraged to review the following risk factors and conflicts of interest in conjunction with the more comprehensive description of the Fund contained in the Fund Documents, and information about the qualifications and business practices of the Investment Manager set forth in Form ADV Part 2A, as amended from time to time, attached hereto as Annex A. Please contact the Investment Manager with any questions using the relevant contact information set forth on Annex B.

The use of the words “include,” “includes” or “including” in this Disclosure Document shall not be considered to limit the provision which such word modifies but instead shall be deemed to be immediately followed by the words “without limitation.”

Interpretation

The ability of the Fund to engage in certain investment strategies described herein may be restricted or limited in accordance with the Fund Documents and the investment guidelines, if any, set forth therein. Investors should consult the Fund Documents for a description of the Fund’s investment objective and strategy, including any restrictions and limitations thereto.

If the Fund is structured as a limited partnership, the general partner of the Fund is an affiliate of the Investment Manager and references herein to the activities and risks of the Investment Manager should be interpreted to apply to the general partner of the Fund, unless the context suggests otherwise or the Fund Documents provide otherwise.

HIGHLY CONFIDENTIAL & TRADE SECRET

Certain risks described herein with respect to the Investment Manager's activities may also apply to such similar activities undertaken by a Portfolio Manager.

References to "redemptions" set forth herein should be interpreted to mean "withdrawals" when referring to a Fund or Portfolio Fund structured as a partnership or account.

References to investment activities by Portfolio Managers should be interpreted to refer to investments in connection with their respective Portfolio Funds unless the context suggests otherwise.

GLOSSARY OF TERMS

For purposes of this Disclosure Document, certain capitalized terms used herein shall have the meanings set forth below:

“BAAM Direct Trading Fund” means a fund or account managed by the Investment Manager or any of its affiliates within Blackstone’s Hedge Fund Solutions Group that primarily invests or trades, on margin or otherwise, directly in securities, non-securities or other financial instruments (other than, for the avoidance of doubt, BAAM Multi-Manager Funds). For example, Blackstone Aqua Master Sub-Fund, a sub-fund of Blackstone Global Master Fund ICAV is considered a BAAM Direct Trading Fund.

“BAAM-Exclusive Fund” means a fund, account or class of interests or shares established for exclusive investment by funds or accounts managed by the Investment Manager or its affiliates.

“BAAM Multi-Manager Fund” means a multi-manager fund or account for which (x) the Investment Manager or any of its affiliates within Blackstone’s Hedge Fund Solutions Group acts as an investment manager, managing member or in a similar discretionary capacity and (y) in which underlying investments generally are made with or through third party portfolio managers (and also, in certain cases, directly). For example, BSOF Master Fund L.P. and its parallel, feeder and intermediate funds are considered BAAM Multi-Manager Funds.

“Blackstone” means Blackstone Inc. and its affiliates.

“Blackstone Affiliated Fund” means a fund or account managed by an investment manager in which Blackstone holds an ownership or other similar economic interest of 50% or greater (other than, for the avoidance of doubt, BAAM Direct Trading Funds, BAAM Multi-Manager Funds and Intermediate Entities). For example, funds or accounts managed by Blackstone Credit (formerly known as GSO) are considered Blackstone Affiliated Funds.

“Blackstone Interest Fund” means a fund or account managed by an investment manager in which Blackstone holds a minority (*i.e.*, less than 50%) ownership or other similar economic interest (*e.g.*, revenue share) (other than, for the avoidance of doubt, BAAM Direct Trading Funds, BAAM Multi-Manager Funds, Intermediate Entities and Blackstone Affiliated Funds). For example, funds or accounts managed by an investment manager with respect to which Blackstone Strategic Alliance Fund (SAF) or Blackstone Strategic Capital Holdings Fund (BSCH) has an economic interest are considered Blackstone Interest Funds.

“Intermediate Entity” means an intermediate entity managed by the Investment Manager or an affiliate of the Investment Manager within Blackstone’s Hedge Fund Solutions Group in which other funds or accounts managed by the Investment Manager may have an interest. For example, “pods” and “wrappers” are considered Intermediate Entities.

“Investment Vehicles” means investment partnerships, limited liability companies, managed funds, joint ventures, corporations, other investment vehicles or managed accounts, that invest or trade in a wide range of securities and other instruments (including, but not limited to, equities and fixed income securities, currencies, commodities, futures contracts, options and other derivative instruments).

HIGHLY CONFIDENTIAL & TRADE SECRET

“Portfolio Funds” means, collectively, Investment Vehicles, Intermediate Entities, BAAM Direct Trading Funds, BAAM-Exclusive Funds, BAAM Multi-Manager Funds, Blackstone Affiliated Funds and Blackstone Interest Funds.

“Portfolio Managers” means the portfolio managers who manage Portfolio Funds.

For the avoidance of doubt:

The Investment Manager will not consider an Intermediate Entity to be a BAAM Direct Trading Fund, a BAAM Multi-Manager Fund, a Blackstone Affiliated Fund, a Blackstone Interest Fund or a BAAM Exclusive Fund.

Pooled investment vehicles for which the Investment Manager or any of its affiliates within Blackstone’s Hedge Fund Solutions Group acts as an investment manager, managing member or in a similar discretionary capacity will not be considered Blackstone Affiliated Funds or Blackstone Interest Funds.

If the Investment Manager or one of its affiliates acting as an investment manager, general partner, or in a similar capacity no longer receives and retains an ongoing direct economic benefit from its interest in a Portfolio Manager, the Portfolio Funds managed by such Portfolio Manager will not be considered Blackstone Affiliated Funds or Blackstone Interest Funds.

CERTAIN RISK FACTORS

General Risk Disclosures:

General Economic and Market Conditions The success of the Portfolio Funds', and, therefore, the Fund's, activities will be affected by general economic and market conditions, such as interest rates, availability of credit, credit defaults, inflation rates, economic uncertainty, changes in laws or other legislative or regulatory acts (including laws relating to taxation of the Portfolio Funds' investments), elections, trade barriers, currency exchange controls, and national and international political circumstances (including wars, terrorist acts or security operations, U.S. trade disputes with the People's Republic of China or the death of a major political figure). Additionally, a serious health crisis, such as COVID-19 (as defined below) or avian influenza, or a natural disaster, such as a hurricane, could severely disrupt the global, national and/or regional economies and/or markets. The foregoing factors may affect the level and volatility of financial instruments' prices and the liquidity of the Portfolio Funds' investments. Volatility or illiquidity could impair the Fund's and the Portfolio Funds' profitability or result in losses. The Portfolio Funds may maintain substantial trading positions that can be adversely affected by the level of volatility in the financial markets — the larger the positions, the greater the potential for loss. The economies of non-U.S. countries may differ favorably or unfavorably from the U.S. economy in such respects as growth of gross domestic product, rate of inflation, currency depreciation, asset reinvestment, resource self-sufficiency and balance of payments position. Further, certain non-U.S. economies are heavily dependent upon international trade and, accordingly, have been and may continue to be adversely affected by trade barriers, exchange controls, managed adjustments in relative currency values and other protectionist measures imposed or negotiated by the countries with which they trade. The economies of certain non-U.S. countries may be based, predominantly, on only a few industries and may be vulnerable to changes in trade conditions and may have higher levels of debt or inflation.

Inflation Inflation and rapid fluctuations in inflation rates in the past, have had, and may in the future have, negative effects on economies and financial markets. For example, wages and prices of inputs increase during periods of inflation, which can negatively impact returns on investments. In an attempt to stabilize inflation, countries may impose wage and price controls or otherwise intervene in the economy. Governmental efforts to curb inflation often have negative effects on the level of economic activity. There can be no assurance that inflation will not become a serious problem in the future and have an adverse impact on the Fund's and/or the Portfolio Managers' returns.

Investment and Trading Risks in General All investments made by the Fund risk the loss of capital. Portfolio Managers utilize such investment techniques as margin transactions, short sales, option transactions and forward and futures contracts, which practices can, in certain circumstances, increase the adverse impact to which the Fund may be subject. The risks of these various techniques may be cumulative, potentially resulting in greater losses than might result from any single technique used in isolation. No guarantee or representation is made that the Fund's investment program will be successful, and investment results may vary substantially over time, including the possibility of a complete loss of capital. Additionally, Portfolio Managers' investment techniques are expected to change over time. Accordingly, Portfolio Managers' future

investments and investment strategies may present new and/or additional risks to the Fund and/or the Portfolio Funds.

PAST PERFORMANCE IS NOT INDICATIVE OF FUTURE RESULTS. NO ASSURANCE CAN BE MADE THAT PROFITS WILL BE ACHIEVED OR THAT SUBSTANTIAL LOSSES WILL NOT BE INCURRED.

Risks Associated with the Investment Manager and the Operation of the Fund:

Borrowing by the Fund; Investments may be Leveraged Subject to any limitations set forth in the Fund Documents, the Fund has the power to borrow and it may do so when deemed appropriate by the Investment Manager, including to make investments and to meet redemption requests which would otherwise result in the liquidation of investments. Generally, Portfolio Managers are permitted to borrow. The use of leverage may, in certain circumstances, increase the loss to which the Fund's investment portfolio may be subject. The interest expense and other costs incurred in connection with such borrowing may not be recovered by appreciation in the investments purchased. Gains realized with borrowed funds may cause the Fund's net asset value to increase at a faster rate than would be the case without borrowings. If, however, investment results fail to cover the cost of borrowings, the Fund's net asset value could also decrease faster than if there had been no borrowings. In the event that the Fund enters into an advisory agreement with a Portfolio Manager that utilizes leverage in its investment program, the Fund may be subject to claims by financial intermediaries that extended "margin" loans (or other forms of credit extension) in respect of a managed account managed by such Portfolio Manager.

Compulsory Redemption The Investment Manager, the board of directors, general partner or trustee, as applicable, may compulsorily redeem an Investment in the Fund as described in the Fund Documents. A compulsory redemption may be effectuated at an unfavorable time, such as a date as of which the Investment has suffered a loss.

Indemnification and Exculpation The Fund Documents may contain broad indemnification and exculpation provisions which limit the right of Investors to maintain an action against the Investment Manager and its affiliates to recover losses or costs incurred by the Fund as a result of actions or failures to act of the Investment Manager or its affiliates.

Risk of Litigation or Proceedings The Fund, the Investment Manager and their respective affiliates may also be subject to lawsuits or proceedings by government entities and private persons in connection with their investment activities (or the activities of a Portfolio Manager or operating companies in which it invests). These lawsuits or proceedings may have an adverse effect on the Fund and otherwise involve a substantial commitment of time and significant resources and expenses. By virtue of its relationship with a Portfolio Manager, the Fund could be exposed to claims by third parties in connection with the operations of such Portfolio Manager. Notwithstanding that the Fund will not have an active role in the operations of a Portfolio Manager and its interest in such Portfolio Manager's Portfolio Fund will remain passive, these claims against the Fund could arise based on such third parties' misperception of such role or investment resulting in, in their opinion, the Fund being liable for actions of the Portfolio Manager. Such claims could have an adverse financial or reputational impact on the performance of the Fund.

Expenses Related to Redemption Redemption from the Fund may be subject, in the discretion of the Investment Manager, to the imposition of charges to reimburse the Fund for expenses estimated to have been actually incurred in connection with the redemption, including any fees or expenses imposed by the Portfolio Managers in connection with the liquidation, or closing out of positions that are necessary to fund the redemption.

Cross-Class Liability Subject to the Fund Documents, the Fund may issue multiple classes or series of investments, but will be treated as one entity. Thus, all the assets of the Fund may be available to meet all of the liabilities of the Fund. In practice, cross-class liability will usually only arise where any class becomes insolvent or exhausts its assets and is unable to meet all of its liabilities. In this case, all of the assets of the Fund attributable to the other classes may be applied to cover the liabilities of the insolvent class.

Difficulty of Locating Suitable Investments There can be no assurance that there will be a sufficient number of suitable investment opportunities that the Investment Manager will be able to identify to enable the Fund to invest all of the Investor's capital in opportunities that satisfy the Fund's investment objectives or that such investment opportunities will lead to completed investments by the Fund. The activity of identifying, completing and realizing an attractive investment opportunity is highly competitive and involves a high degree of uncertainty. The Fund will compete for the acquisition of investments with many other investors, some of which may have greater resources than the Fund. Such competitors may include other private investment funds, as well as individuals, financial institutions and other institutional investors. Further, over the past several years, an ever-increasing number of private investment funds have been formed (and many existing funds have grown in size). Additional funds with similar investment objectives may be formed in the future by other unrelated and/or related parties. In addition, the availability of investment opportunities generally will be subject to market conditions, as well as, in some cases, the prevailing regulatory or political climate. Therefore, identification of attractive investment opportunities is difficult and involves a high degree of uncertainty, and competition for such opportunities may become more intense.

Concentration of Fund Portfolio As more fully described in the Fund Documents, the Fund intends to invest in a limited number of Portfolio Funds. As a consequence, the aggregate return of the Fund could be materially affected by the performance of a single Portfolio Fund and the overall adverse impact on the Fund of adverse movements in the value of the securities of a single issuer or industry will be considerably greater than if the Fund were not permitted to concentrate its investments to such an extent. Furthermore, to the extent that the capital contributed to the Fund is less than the targeted amount and/or the Fund Documents restrict the number of Portfolio Funds, the Fund may invest in fewer Portfolio Funds than would be considered ideal by the Investment Manager and thus be less diversified. In addition, the potential concentration of Portfolio Funds relating to specific geographic areas, economic sectors and related industries may expose the Fund (through its investment in the Portfolio Funds) to greater risk of loss with respect to its portfolio securities as a result of such concentration.

Possession of Nonpublic Information by Blackstone Businesses As a result of Blackstone's various other businesses, the Investment Manager and its affiliates may come into possession of material, nonpublic and/or confidential information (or information that might be so characterized) concerning specific investments or co-investments, although internal structures are

designed to prevent or manage the receipt of such information. Under applicable securities laws or Blackstone's trading policies (which may, in certain circumstances, be more restrictive than the applicable securities laws), this may limit the flexibility of the Investment Manager or its affiliates to buy or sell specific investments or co-investments for the Fund. The Fund's investment flexibility may be constrained as a consequence of the inability of the Investment Manager or its affiliates to use such information for investment purposes. Alternatively, the Investment Manager and its affiliates may decline to receive material, nonpublic information which it is entitled to receive on behalf of the Fund or other clients, in order to avoid trading restrictions for the Fund as well as other accounts under its management, even though access to such information might have been advantageous to the Fund and other market participants are in possession of such information.

Diversification The Investment Manager's current portfolio diversification guidelines for the Fund's portfolio, if any, are described in the Fund Documents with respect to investments in both unaffiliated Portfolio Funds and BAAM Direct Trading Funds, BAAM Multi-Manager Funds, Intermediate Entities, Blackstone Affiliated Funds and Blackstone Interest Funds. In addition, each Portfolio Fund will typically provide further diversification through its own investment portfolio. However, the Fund's diversification guidelines may be changed, and if the Fund's assets are concentrated in a particular Portfolio Fund, asset category, trading style or financial or economic market, the Fund's portfolio will then become more susceptible to fluctuations in value resulting from adverse economic conditions affecting the performance of that particular Portfolio Fund, asset category, trading style or financial or economic market. Unless otherwise set forth in the Fund Documents, the Fund's diversification guidelines are measured at the time of investment and therefore likely will not describe the actual diversification of the Portfolio on any particular measurement date, due to the Fund's incurrence of profit and loss. Subject to the Fund Documents, the Investment Manager may not be obligated to adjust the Fund's portfolio to ensure compliance with the Fund's diversification guidelines on an ongoing basis.

No Decision-Making Authority The Investors generally have no authority to make decisions or to exercise business discretion on behalf of the Fund, except as set forth in the Fund Documents. The authority for all such decisions is generally delegated to the Investment Manager and the Fund's board of directors, general partner and/or trustee, as applicable, as further described in the Fund Documents.

Dependence on the Investment Manager and the Portfolio Managers The Investment Manager invests the assets of the Fund through Portfolio Funds managed by the Portfolio Managers. The success of the Fund depends upon the ability of the Investment Manager and the Portfolio Managers to develop and implement investment strategies that achieve the Fund's investment objectives. For example, a Portfolio Manager's inability to effectively hedge an investment strategy that it utilizes may cause the assets of the Fund invested with such Portfolio Manager to significantly decline in value and could result in substantial losses to the Fund. Moreover, subjective decisions made by the Investment Manager and/or the Portfolio Managers may cause the Fund to incur losses or to miss profit opportunities on which it may otherwise have capitalized.

The Portfolio Managers of each Portfolio Fund will generally have exclusive responsibility for such Portfolio Fund's activities, including structuring, negotiating and purchasing, financing and eventually divesting investments, and investors therein will have no opportunity to control the

HIGHLY CONFIDENTIAL & TRADE SECRET

day-to-day operation of such Portfolio Fund or make any investment, disposition or any other decisions, concerning the management of such Portfolio Fund. The Fund will not receive the same amount of any portfolio investment's financial information that is generally available to the applicable Portfolio Managers. Consequently, the Investment Manager may maintain or increase the Fund's investment in a Portfolio Fund at a time when it otherwise would have decided to redeem or withdraw if it had such additional information available, and the Fund will not be able to evaluate for itself the merits of particular investments prior to the Portfolio Funds making such investments.

The success of a Portfolio Fund will depend on the ability of its Portfolio Manager to identify suitable investments, to negotiate and arrange the closing of appropriate transactions, and to arrange the timely disposition of investments, and upon its ability to attract and retain talented professionals and the skill and expertise of these professionals. A Portfolio Manager may be unable to find a sufficient number of suitable attractive opportunities to meet the Portfolio Manager's investment objectives. In addition, some of the professionals within each Portfolio Manager may continue to devote time and attention to other business activities, including predecessor funds. As a result of these activities, such professionals may from time to time acquire confidential information that they will not be able to use for the benefit of the Portfolio Manager or which will preclude the Portfolio Manager from pursuing an opportunity. Should one or more of these professionals cease to participate in a Portfolio Fund, such Portfolio Manager's performance could be adversely affected, which in turn could affect the performance of the Fund.

Due Diligence Prior to making an investment with a third-party Portfolio Manager, the Investment Manager will seek to conduct extensive due diligence on the business of such Portfolio Manager, measure and monitor risks of such Portfolio Manager and its portfolio (or, in the case of a newly launched Portfolio Manager, a hypothetical or model portfolio) and negotiate and execute the applicable investment documents including a subscription agreement. No amount of diligence can eliminate the possibility that one or more Portfolio Managers may engage in improper or fraudulent conduct, including unauthorized changes in investment strategy, misappropriation of assets and unsupportable valuations of portfolio securities. Moreover, in some cases, investment analyses and decisions by the Investment Manager may be undertaken on an expedited basis in order for the Fund to take advantage of available investment opportunities. The Investment Manager may conduct its risk and business due diligence in a very brief period or with limited or incomplete information, and may instead rely upon information provided by Portfolio Managers, accountants, attorneys and other investment professionals. If any such information is misleading, incomplete, or false, this may result in the selection of Portfolio Managers and Portfolio Funds that might otherwise have been eliminated from consideration had more accurate and complete information been made available to the Fund. The processes of identifying and diligencing a Portfolio Manager and negotiating and executing agreements can be very time consuming and burdensome and result in very high transaction costs, which generally are borne by the Fund. The Investment Manager (i) expects to conduct limited legal due diligence and (ii) does not expect to conduct operational due diligence, in each case, on Portfolio Managers and Portfolio Funds that are affiliates of Blackstone.

Employee and Service Provider Misconduct The Fund relies on a substantial number of personnel of the Investment Manager and Portfolio Managers and their respective affiliates, counterparties and other Service Providers. Misconduct by such personnel, or even

unsubstantiated allegations of misconduct, could cause significant reputational and financial damage to a Portfolio Manager, the Investment Manager and the Fund. Misconduct may involve, for instance, the entering into of unauthorized trades, the sending of unauthorized wire transfers, the concealment of unsuccessful trading activities (which could result in unknown and unmanaged risks or losses) or the intentional mis-valuing of investments. Personnel may improperly use or disclose confidential or material non-public information in violation of insider trading laws. In addition, losses could result from other deceptive or manipulative conduct, including front-running the Fund's activities; failing to book or recognize trades appropriately; causing intentional systems damage or data loss; and misappropriating assets. Misconduct by such personnel could result in serious financial harm and criminal and civil charges or litigation against the Fund, the Investment Manager and/or a Portfolio Manager and their respective affiliates, counterparties and other Service Providers, which could cause serious reputational and financial harm, including limiting the Fund's business prospects or future marketing activities. Investors do not have contractual privity with any Service Provider by virtue of investing in the Fund. Rather, each Investor's relationship in respect of its interest in the Fund is with the Fund only. Accordingly, absent a direct contractual relationship between an Investor and a Service Provider, Investors generally will not have standing to bring contract-based claims against any such Service Provider. Even under circumstances where the Fund may be entitled to pursue claims against personnel and/or a Service Provider to recover losses resulting from such misconduct, due to the cost and unpredictability of the legal proceedings required to enforce its rights and/or other considerations, the Fund may decide not to pursue such claims. Although the Investment Manager has adopted certain measures to prevent and detect misconduct of its personnel, and attempts to ensure that the Fund transacts with reliable counterparties and third-party Service Providers, such efforts may not be effective in specific cases. No assurances can be given that the due diligence performed by the Investment Manager will identify or prevent any such misconduct. Additionally, the Investment Manager and its affiliates may be exculpated and indemnified by the Fund against and from losses resulting from such misconduct.

Business Risks Associated with Hedge Funds Subject to the terms of the Fund Documents, the Fund expects to invest in hedge funds managed by Portfolio Managers. The hedge fund industry is a comparatively young, growing and evolving industry. Unlike investments in traditional money managers that can rely on historical performance records stretching back multiple decades, the hedge fund industry is young and it is hard to accurately project its growth and performance based on historical records. Further, hedge funds are often viewed as more "binary" in nature inasmuch as the occurrence of a single event or a single investment can have a material detrimental impact on a hedge fund's viability and/or future business prospects. For example, a short period of relatively poor performance, a change in regulations, a technological shift, the occurrence of a regulatory event such as an investigation by, or subpoena from, the SEC (as defined below) (even if such events do not result in sanctions or the sanctions imposed are minimal), or the departure of a key employee can very quickly result in a disproportionately adverse reaction among investors or the market in general, resulting in the Fund being exposed to the risk that the Portfolio Manager with which it has invested will perform considerably below expectations.

Human Error The Investment Manager attempts, and expects the Portfolio Managers to attempt, to exercise reasonable care in hiring and training its personnel and in its retention of third-

party Service Providers. Nonetheless, the risk exists that any employee of the Investment Manager and/or the Portfolio Managers, and any employee of a Service Provider, may make errors – of omission or commission – that cause significant losses to the Fund and the Investors. Human error might occur in any of the following examples, without limitation: the calculation of net asset value; the handling of assets and wiring of withdrawal proceeds; the handling of personal information; the negotiation of contracts; the maintenance of data; the safeguarding of one or more of the Investment Manager’s and/or the Portfolio Manager’s systems; and innumerable other potential errors. In addition, effective execution requires not only top performance by employees, but also effective coordination and communication among employees. Failures in communication and coordination can also cause significant errors.

Direct Investments by the Fund In addition to investing in Portfolio Funds, the Fund may also invest or trade, on margin or otherwise, directly in securities. To the extent the Fund invests directly in securities, such investments are subject to the same risks with respect to investment techniques and instruments as those described herein in connection with the Fund’s investments in the Portfolio Funds.

Duplicative Payments and Expenses The Fund bears the management fee and/or any performance compensation paid or allocated to the Investment Manager as described in the Fund Documents, in addition to its pro rata share of the asset-based fees and/or performance-based allocations or fees payable or allocable to the Portfolio Managers borne by the Fund. Each Portfolio Manager generally charges the Fund an asset-based fee and receives performance-based allocations or fees. The asset-based fees of the Portfolio Managers generally are expected to range from 1% to 3%, and the performance-based allocations or fees of the Portfolio Managers generally are expected to range from 10% to 35% of net capital appreciation. The asset-based fees and/or performance-based allocations or fees of any Portfolio Manager could be higher than the ranges described herein on a case-by-case basis. In addition, the Fund bears the investment, operating and other expenses of the Fund and its *pro rata* share of such expenses for the Portfolio Funds. Details of the fees of the Portfolio Managers are available upon request, subject to confidentiality obligations.

Estimates The Investment Manager has limited ability to assess the accuracy of the valuations received from the Portfolio Managers. Furthermore, the net asset values received by the Investment Manager from such Portfolio Managers typically are estimates only, subject to revision through the end of each Portfolio Fund’s annual audit, and no net asset value figure of the Fund can be considered final until the Fund’s annual audit is completed.

Incentive Fee The Investment Manager may be entitled to receive performance-based compensation based upon the net capital appreciation, if any, of the net assets of the Fund (an “Incentive Fee”). Such an Incentive Fee creates an incentive for the Investment Manager to make investments that are riskier or more speculative than would be the case if such arrangement were not in effect. In addition, because any such Incentive Fee is calculated on a basis which includes unrealized appreciation of the Fund’s assets, it may be greater than if such compensation were based solely on realized gains.

Restrictions and Conditions on Redemptions/Withdrawals from Portfolio Funds; Re-Allocation of Investments In addition to the risks associated with “Limited Liquidity; Liquidity and Information Rights” as described herein, the Fund may have limited rights pursuant to which it may redeem/withdraw, transfer or otherwise liquidate its investments in Portfolio Funds. Under the terms of the governing documents of a Portfolio Fund, the ability of the Fund to redeem/withdraw any amount invested therein may be subject to certain restrictions and conditions, including restrictions on liquidity for an initial period (“lock-ups”), restrictions on the amount of redemptions/withdrawals and the frequency with which redemptions/withdrawals can be made (“gates”), and investment minimums which must be maintained, any of which could preclude the Fund from liquidating all or a portion of its interest in such Portfolio Fund as anticipated. Events in the world financial markets may materially adversely affect the Portfolio Funds and cause one or more Portfolio Managers to limit the liquidity of their respective Portfolio Funds through the use of such techniques. Accordingly, an Investor seeking to redeem an Investment will be subject to the market risks of a Portfolio Fund until such time as the Portfolio Fund has established the applicable redemption date(s) for fixing the Portfolio Fund’s net asset value. Moreover, in the event a Portfolio Fund suspends redemptions/withdrawals, imposes a gate or fails to pay redemption proceeds, it may not be possible for the Fund to pay redeeming/withdrawing Investors their entire redemption amount or to reallocate Fund assets as anticipated. A Portfolio Fund also may charge redemption fees which would diminish the proceeds otherwise payable to the Fund.

Additionally, in some cases Portfolio Managers may also suspend the determination of the net asset value of all or a portion of their portfolios. The absence of such valuations will make it more difficult for the Investment Manager to accurately value the Fund’s portfolio.

Business and Regulatory Risks of Being a Part of a Larger Firm The Investment Manager is part of a larger firm with multiple business lines in multiple jurisdictions that are governed by a multitude of legal systems and regulatory regimes, some of which are new and evolving. As a result, the Fund, the Investment Manager and/or their respective affiliates are subject to a number of unusual risks, including changing laws and regulations, developing interpretations of such laws and regulations and increased scrutiny by regulators. Some of this evolution may be directed at the alternative asset management industry in general and/or certain segments of the industry (such as private funds), and may result in scrutiny or claims against the Fund or the Investment Manager directly for actions taken or not taken by the Fund or the Investment Manager. Thus, the Fund, the Investment Manager and/or their respective affiliates face the continuing risk of pending and potential litigation and regulatory action. These risks are often difficult or impossible to predict, avoid or mitigate in advance. The effect on the Fund, the Investment Manager or any of their respective affiliates of any such legal risk, litigation or regulatory action could be substantial and adverse.

Increased Regulatory Oversight The financial services industry generally, and the activities of private investment funds and their managers in particular, have been subject to intense and increasing regulatory scrutiny. Such scrutiny may increase the Fund’s, the Investment Manager’s, the Portfolio Managers’ and/or the Portfolio Funds’ exposure to potential liabilities and to legal, compliance and other related costs. Increased regulatory oversight can also impose administrative burdens on the Investment Manager and/or the Portfolio Managers, including, without limitation, responding to investigations and implementing new policies and procedures.

Such burdens may divert the Investment Manager's and/or the Portfolio Managers' time, attention and resources from portfolio management activities. In addition, it is anticipated that, in the normal course of business, the Investment Manager's and/or the Portfolio Managers' officers and employees will have contact with governmental authorities, and/or be subjected to responding to questionnaires or examinations. The Fund and/or the Portfolio Funds may also be subject to regulatory inquiries concerning their positions and trading.

Information Technology Systems The Fund is dependent on the Investment Manager and the Portfolio Managers for investment management, operational and financial advisory services. The Fund is also dependent on the Investment Manager for certain management services as well as back-office functions. The Investment Manager and the Portfolio Managers depend on information technology systems in order to assess investment opportunities, strategies and markets and to monitor and control risks for the Fund and the Portfolio Funds. Information technology systems are also used to trade in the underlying investments of the Portfolio Funds. In addition, certain of the Investment Manager's and the Portfolio Managers' operations may interface with or depend on systems operated by third parties, including prime brokers, securities exchanges and other types of trading systems, market counterparties, custodians and other Service Providers. The Investment Manager and the Portfolio Managers may not be in a position to verify the risks or reliability of such third-party systems.

It is possible that a defect, failure or interruption of some kind which causes disruptions to these information technology systems including, without limitation, those caused by computer "worms," viruses and power failures could materially limit the Investment Manager's or a Portfolio Manager's ability to adequately assess and adjust investments, formulate strategies and provide adequate risk controls. Any such information technology-related difficulty could harm the performance of the Fund. For example, such failures could cause the settlement of trades to fail, lead to inaccurate accounting, recording or processing of trades, and cause inaccurate reports, which may affect the Investment Manager's or the Portfolio Managers' ability to monitor the Fund's or the Portfolio Funds' investment portfolios and risks.

Further, failure of the back office functions of the Investment Manager to process trades in a timely fashion could prejudice the investment performance of the Fund.

Cybersecurity and Data Protection The operations of Blackstone, the Fund, the Portfolio Managers and their Portfolio Funds, their Service Providers and other market participants are highly dependent on their technology platforms, and they rely heavily on their analytical, financial, accounting, communications and other data processing systems. Their systems face ongoing cybersecurity threats and attacks, which could result in the failure of such systems. Attacks on Blackstone's, the Fund's, the Portfolio Managers' and their Portfolio Funds' and their respective Service Providers' systems could involve, and in some instances have in the past involved, attempts intended to obtain unauthorized access to their proprietary information, destroy data or disable, degrade or sabotage their 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.

HIGHLY CONFIDENTIAL & TRADE SECRET

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 Fund, the Portfolio Managers and their Portfolio Funds, potential investments and the 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 Fund, Other BAAM Clients and their respective investors, regulatory intervention and/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 the Fund and certain Other BAAM 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, the Fund, the Portfolio Managers and their Portfolio Funds, and their Service Providers operate 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 and the Portfolio Managers' 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, the Fund's and/or the Portfolio Managers' and their Portfolio Funds' 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, the Fund's, the Portfolio Managers' and their Portfolio Funds', their respective employees', their respective investors' and/or counterparties' confidential, proprietary and other information processed and stored in, and transmitted through, their respective computer systems and networks, or otherwise cause interruptions or malfunctions in Blackstone's, the Fund's, the Portfolio Managers' and their Portfolio Funds', their respective employees', their respective investors' and/or counterparties' or third parties' business and operations, which could result in significant

financial losses, increased costs, liability to the Fund's and Other BAAM 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 manner, it could result in regulatory investigations and penalties, which could lead to negative publicity and reputational harm and could cause the Fund's and Other BAAM Clients' investors and clients to lose confidence in the effectiveness of Blackstone's security measures and Blackstone more generally.

The Fund, the Portfolio Managers and their Portfolio Funds 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. The Fund, the Portfolio Managers and their Portfolio Funds 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 and/or the Portfolio Managers' investment or assets of the same type or could require the Fund and/or the Portfolio Funds to increase preventative security measures or expand insurance coverage.

Finally, the Fund's, the Portfolio Managers' and their Portfolio Funds' technology platforms, data and intellectual property are also subject to a heightened risk of theft or compromise to the extent Blackstone, the Fund or the Portfolio Managers and their Portfolio Funds 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, the Fund and the Portfolio Managers and their Portfolio Funds 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, the Fund, the Portfolio Managers and their Portfolio Funds.

Electronic Delivery of Information and Certain Documents Information relating to the Investors' investments in the Fund has been and will in the future be delivered electronically. Pursuant to the subscription agreement entered into by an Investor, such Investor will consent to electronic delivery (including email or posting on the Fund's intranet website or other internet service in accordance with the Fund Documents) of (i) any notices or communications required or contemplated to be delivered to the Investor by the Investment Manager, the Fund or any of their respective affiliates, pursuant to applicable law or regulation (including the U.S. Investment Advisers Act of 1940, as amended (the "Advisers Act") and the U.S. Gramm-Leach-Bliley Act, as amended), at the option of the person making such delivery, and (ii) capital demand notices and other notices, requests, demands or consents or other communications and any financial statements, reports, schedules, certificates or opinions required to be provided to Investors under the Fund Documents or under any other agreement that may be applicable to an Investor's investment in the Fund. There are risks associated with such electronic delivery, including, but not limited to, slow downloading time and system outages or that e-mail messages are not secure and may contain computer viruses or other defects, may not be accurately replicated on other systems, or may be intercepted, deleted or interfered with, without the knowledge of the sender or

the intended recipient. None of the Investment Manager, the Fund or any of their respective affiliates can provide any assurance that these communication methods are secure and will not be responsible for any computer viruses, problems or malfunctions resulting from any computer viruses or related problems that may be associated with the use of an internet based system.

Business Continuity The Investment Manager's place of business, located in New York, New York, is important to the continued business of the Fund. A disaster or a disruption in the infrastructure that supports the Fund's businesses, including a disruption involving electronic communications or other services used by the Fund or third parties with whom it conducts business, or directly affecting the Investment Manager's place of business, may have a material adverse impact on the Fund. Although the Fund has a business continuity plan, which includes, among other features, replication of certain data to geographically diverse locations and replication of communications links, there can be no assurance that these measures will be sufficient to mitigate the harm that may result from such a disaster or infrastructure disruption. Some types of potential disasters, such as mass influenza, COVID-19 or contagion, are not susceptible to minimization through recovery sites or contingency plans and certain disasters may not be foreseeable.

Reporting From time to time, Investors may receive periodic reports, general performance updates, information about specific events or circumstances, responses to Investor inquiries and other periodic information regarding the Fund, each of which serves to update Investors with respect to the Fund. Such information may contain forward-looking information and may be based on preliminary, limited or incomplete information and, as such, may be subject to substantial changes as additional information becomes available. Such information may not be relied upon in making investment decisions.

Disclosure of Information Regarding Investors The Fund, the Investment Manager and/or its Service Providers or agents may, consistent with Blackstone's privacy notice and the Fund Documents, disclose certain information about the Fund and its Investors, including investments held by the Fund and the names and beneficial ownership of the Investors to (i) regulatory or tax authorities of certain jurisdictions, which have or assert jurisdiction over the disclosing party or in which the Fund directly or indirectly invests, (ii) Portfolio Managers and their Service Providers, or (iii) any counterparty of, or Service Provider to, the Investment Manager or the Fund.

Indirect Fees. The Fund (directly or indirectly via investments through Portfolio Funds and/or its portfolio companies) will bear certain indirect fees or other compensation. Such indirect fees and other compensation will include servicing and/or sourcing fees paid to Service Providers (including in some cases affiliated Service Providers) and other similar fees or compensation in connection with certain underlying investments (see "*—Service Providers, Vendors and Other Counterparties Generally*"). Recipients of such indirect fees and other compensation are not treated as Portfolio Managers, and such indirect fees and other compensation do not offset or reduce the management fee and/or performance fee or allocation payable by the Investors and are not otherwise shared with the Fund.

Financial Reporting Risks of Investing Across Geographies Subject to the terms of the Fund Documents, the Fund may allocate its assets to Portfolio Managers that invest in a variety of investment strategies and instruments and may pursue investment opportunities across geographies, asset classes and sectors. Depending on where a Portfolio Manager is located, it may be subject to accounting, auditing and financial reporting requirements that differ, in some cases significantly, including with respect to completeness and quality of information, from those applicable in countries with more comprehensive regulatory and other requirements. Accordingly, the financial statements of a Portfolio Manager may not reflect its financial position or results of operations in the way that such information would be reflected had the financial statements been prepared, for example, in accordance with U.S. generally accepted accounting principles (“GAAP”) or International Financial Reporting Standards. Additionally, for a Portfolio Manager that keeps accounting records in local currency, some countries’ inflation accounting rules require, for both tax and financial reporting purposes, that certain assets and liabilities be restated on a company’s balance sheet in order to express items in terms of currency of constant purchasing power, while others do not permit such restatement. Financial information that is incomplete or of low quality may affect the Fund’s investment decisions.

Risks Inherent in Fund of Funds Investing The success of the Fund’s investments in Portfolio Funds in general is subject to a variety of risks, including, without limitation, those related to: (i) the quality of the management of the Portfolio Funds and the ability of such management to successfully select investment opportunities; (ii) the quality of the management of the operating companies in which the Fund has invested through Portfolio Funds and the ability of such management to develop and maintain successful business enterprises; (iii) general economic conditions; and (iv) the ability of the Portfolio Funds and the Fund to liquidate their investments. The Fund generally will not participate in the management and control of the Portfolio Funds or the operating companies in which the Portfolio Funds invest, either directly or indirectly.

Investors will not have any rights, including any direct voting rights, in the Portfolio Funds, or the ability to exercise any of the Fund’s rights in the Portfolio Funds or assert claims directly against the Portfolio Funds. In addition, because the Fund will hold interests in the Portfolio Funds, the Fund will be subject to all risks and conflicts inherent in such investments. Each of the risks and conflicts set forth herein may or may not relate to any particular Portfolio Fund. There can be no assurance that the Portfolio Funds will realize their respective rate of return objectives, will realize similar returns to past funds or investments sponsored by the Portfolio Managers or their respective affiliates or will return any investor capital.

Limited Liquidity; Liquidity and Information Rights An investment in the Fund provides limited liquidity since the interests in it are not freely transferable. Each Investment is subject to the liquidity terms described in the Fund Documents. An Investment in the Fund is suitable only for sophisticated investors who have no need for liquidity in this Investment. Redemptions from the Fund, or the determination of the Fund’s net asset value, may be suspended as described in the Fund Documents. Further, distributions of proceeds upon an Investor’s redemption may be limited, in the discretion of the Investment Manager (or the Fund’s board of directors, general partner or trustee, if applicable, in accordance with the Fund Documents) because of restrictions imposed upon redemptions/withdrawals under the terms of the Portfolio Funds or investment advisory agreements pursuant to which the Fund’s assets are invested, or where, in the view of the Investment Manager, the disposal of all or a part of the Fund’s assets to

meet redemption requests would be prejudicial to the non-redeeming Investors. Portfolio Funds are expected to have the right to suspend withdrawal or redemption rights under certain unusual circumstances or make distributions to the Fund in kind in satisfaction of withdrawal or redemption requests. For the avoidance of doubt, until such time as it is distributed to the redeeming Investor, the portion of any redemption request that is not satisfied on a redemption date will remain invested in, and therefore still be subject to the risks of the Fund. In addition, certain Investors may invest on terms that differ from the terms generally applicable to other Investors of the Fund. Also, certain Investors may invest on terms that, among other things, provide access to information that is not generally available to other Investors of the Fund and, as a result, may be able to act on such additional information (*i.e.*, redeem their Investment) that other Investors do not receive.

Limited Operating History of the Fund The Fund has a limited operating history upon which Investors can evaluate the performance of the Fund. The past investment performance of the Fund and any of the Portfolio Managers should not be construed as an indication of the future results of the Portfolio Managers or of the Fund.

Liquidity Mismatch The Fund's liquidity terms allow shorter redemption notice periods and more frequent redemption of an Investment than the liquidity terms applicable to certain Portfolio Funds. For example, the Fund will commit to a Portfolio Fund that is subject to an investment period and a harvest period that exceed the Fund's liquidity terms, if, at the time of the Fund's commitment to such Portfolio Fund, the Investment Manager believes the investment could be managed in the context of the Fund's anticipated liquidity needs.

The ability of Investors to redeem all or any portion of their Investment may be adversely affected to varying degrees by the liquidity terms of the underlying Portfolio Funds depending on, among other things, the length of any restricted periods imposed by Portfolio Funds, the amount and timing of a requested redemption by an Investor in relation to the time remaining of any restricted periods imposed by Portfolio Funds, the aggregate amount of redemption requests, the next regularly scheduled redemption dates of such Portfolio Funds, the imposition of gates or suspensions (as more fully described below), the decision by Portfolio Funds to satisfy redemptions/withdrawals in kind, the implementation of other methods by Portfolio Funds designed to separate liquid and illiquid assets, and the satisfaction of other conditions.

Redemptions In Kind; Liquidating SPVs Subject to the terms of the Fund Documents, the Fund may, in certain circumstances, pay redemption proceeds in kind. In-kind distributions may be comprised of, among other things, participations or other derivative instruments referring to certain assets of the Fund, interests in special purpose vehicles or trading vehicles or some combination thereof (each, a "Liquidating SPV") holding financial instruments (*e.g.*, interests in Portfolio Funds or in Liquidating SPVs created by them) also being held or that were held by the Fund, or participations or other derivatives instruments referring to such Liquidating SPVs (or combination thereof), which the Investment Manager determines to be equitable under the circumstances. Determinations as to what form of redemption proceeds will be paid may be made at any time, including before or after the effective date of a redemption. The costs and expenses attributable to such method may be allocated among redeeming Investors as determined in good faith by the Investment Manager. To the extent that the Fund meets a redemption request with a distribution in kind of interests in one or more investments, an Investor will continue to be subject to the investment risks associated with any investment it receives as a distribution in kind and will

be subject to any limitations or notice requirements imposed by the terms of such investments on redemption or liquidation. In addition, the terms of such investments may prohibit or impose significant limitations on the holders of investments to sell or otherwise transfer interests in such investments. Thus, although the Fund's obligations to meet an Investor's redemption request are fulfilled on the date the Fund distributes investments with a value as of the redemption date equal to the redemption value owed to such Investor, the investments distributed in kind to such Investor will continue to fluctuate in value after they are distributed in kind and will be subject to any applicable management or performance fees and expenses of such investment. The Investor's ability to realize the cash value of such investments may be significantly delayed or limited. Distributions in kind of investments are subject to the valuation risks associated with such investments.

Portfolio Funds may also create Liquidating SPVs which would be subject to similar risks as those described above. In addition, Portfolio Funds may charge or allocate management fees and/or performance-based fees or allocations as well as other expenses with respect to any such Liquidating SPVs created.

Investors Subject to Regulation Certain Investors may be subject to U.S. federal, state, local and non-U.S. laws, rules and regulations that may regulate their participation in the Fund, or their engaging in investment strategies of the type which the Fund directly or indirectly through the Portfolio Funds may use from time to time. Each type of Investor may be subject to different laws, rules and regulations, and each prospective Investor should consult with its own advisors as to the advisability and tax consequences of an investment in the Fund. Trustees or administrators of such entities are urged to carefully review the matters discussed in this Disclosure Document.

Retail Investing In recent years, retail investors have benefitted from increased access to the financial markets due to new smartphone and computer applications. Certain of these retail investors have limited experience investing in financial markets. The simultaneous rise of online social media platforms has created opportunities for these new market participants and established investors to discuss and share information about potential investments, whether or not such discussions or information are accurate or based on verifiable data.

These social media interactions could motivate investors with a large amount of capital or large groups of investors with small amounts of capital (but which in the aggregate constitute a large amount of capital) to make investment decisions that may result in significant price fluctuations that appear divorced from common principles of fundamental analysis (*e.g.*, the early 2021 price fluctuations in NYSE:GME and NYSE:AMC). A concomitant sudden and dramatic increase in trading volume of securities and derivatives could lead to a loss of liquidity by certain brokers and clearinghouses, which could have further adverse effects on market participants or the market as a whole. See "*Systemic Risk*" below. Market volatility of this type is difficult to predict and can lead to significant losses to holders of implicated or related investments, including the Fund and Portfolio Funds.

Volatility The Fund is subject to the risk that the Portfolio Funds, their underlying investments and/or the Fund's portfolio as a whole will incur volatile changes in value resulting from the rapid, wide and/or unanticipated incurrence of profit and loss. The allocation of Fund assets to Portfolio Managers who utilize unusual investment strategies or asset classes may subject

the Fund to greater volatility than anticipated due to the greater difficulty in assessing the track record or analyzing the investment strategy, relevant risks and likely volatility of the portfolio of such Portfolio Manager compared to Portfolio Managers with longer track records or more conventional strategies.

The allocation of Fund assets to Portfolio Managers in response to particular market conditions could increase volatility and potential for loss if such market conditions change unexpectedly.

Other Activities of the Investment Manager The Investment Manager is required to devote such time as it may deem to be reasonably required to further the business affairs and activities of the Fund. The Investment Manager, its affiliates and any of their respective partners, directors, members, officers and employees are not precluded, subject to Blackstone's policies and procedures, from engaging directly or indirectly in any other business or other activity, including, but not limited to, exercising investment advisory and management responsibility and buying, selling or otherwise dealing with securities for their own accounts, for the accounts of family members, other funds, individual clients, institutional clients and nonprofit organizations. The Investment Manager and each of their respective affiliates are permitted to perform, among other things, investment advisory and management services for funds and accounts other than the Fund and to give advice and take action in the performance of their duties to those funds and accounts which may differ from the timing and nature of action taken with respect to the Fund. These activities create a conflict of interest in that the time and effort of the Investment Manager's personnel will not be devoted exclusively to the business of the Fund, but will be allocated between the business of the Fund, the business of the Other BAAM Clients, other business and activities of Blackstone and other business and activities of the relevant personnel.

The Investment Manager will have no obligation to purchase or sell for the Fund any investment which the Investment Manager or its affiliates may purchase or sell, or recommend for purchase or sale, for its or their own accounts, or for the account of any other client. Neither the Fund nor any Investor, by reason of being an Investor in the Fund, will have any rights of first refusal, co-investment or other rights in respect of the investments of other funds and accounts or in any fees, profits or other income earned or otherwise derived therefrom. No Investor will, by reason of being an Investor in the Fund, have any right to participate in any manner in any profits or income earned or derived by or accruing to the Investment Manager any of its affiliates or their respective partners, directors, members, officers or employees from the conduct of any business other than the business of the Fund or from any transaction in securities effected by the Investment Manager, any of its affiliates or their respective partners, directors, members, officers or employees for any account other than that of the Fund.

Risks Arising from Investment Activities of the Portfolio Managers:

“Style Drift” The Investment Manager conducts a robust investment allocation process which focuses on selecting Portfolio Funds with well-defined investment objectives, risk parameters and investment guidelines. Notwithstanding the Investment Manager's allocation process, the Fund may be affected by “style drift” (*i.e.*, the risk that a Portfolio Manager may deviate from its stated or expected investment strategy) or the failure of a Portfolio Manager to adhere to the investment guidelines established for the Portfolio Fund. The Investment Manager

relies primarily on information provided by Portfolio Managers in assessing a Portfolio Manager's defined investment strategy and, ultimately, determining whether, and to what extent, it will allocate the Fund's assets to particular Portfolio Funds. Style drift can occur abruptly if, for example, a Portfolio Manager believes it has identified a particular investment opportunity that may produce higher returns than investments within its stated strategy from a different approach (and the Portfolio Manager disposes of an interest quickly to pursue this approach) or it can occur gradually if, for instance, a "value"-oriented Portfolio Manager gradually increases a Portfolio Fund's investments in "growth" stocks. Style drift poses a particular risk for multiple-manager structures since, as a consequence, the Fund may be exposed to particular markets or strategies to a greater extent than was anticipated by the Investment Manager due to resulting overlap of investment strategies among various Portfolio Funds. In addition, style drift may affect the investment categorization of a Portfolio Fund as relating to a particular discipline, and, as a result, may affect the Investment Manager's attempts to monitor the Fund's diversification guidelines (if any). Although the Investment Manager has established processes that are designed to monitor Portfolio Managers' compliance with stated strategies and guidelines and to mitigate the likelihood of potential style drift situations, there can be no assurance that the Fund will not be impacted by a particular Portfolio Manager's style drift or failure to adhere to its investment guidelines.

Compensation Arrangements with the Portfolio Managers Portfolio Managers may receive compensation based on the performance of their investments. Such compensation arrangements create an incentive to make investments that are riskier or more speculative than would be the case if such arrangements were not in effect. In addition, because performance-based compensation is generally calculated on a basis which includes unrealized appreciation of a Portfolio Fund's assets, such performance-based compensation may be greater than if such compensation were based solely on realized gains. A Portfolio Manager generally receives incentive compensation based on the performance of its portfolio. Accordingly, payment of incentive compensation to Portfolio Managers is not reflective of the overall performance results experienced by the Investor. For example, it is possible that certain Portfolio Managers may receive performance-based compensation, even though the overall performance of all Portfolio Managers (and therefore, the performance of the Fund as a whole) is negative. In addition, certain higher performing Portfolio Managers could receive more performance-based compensation than (i) other Portfolio Managers with positive performance, and (ii) the performance-based compensation generated by the performance of the Fund as a whole.

Concentrated Exposures in Portfolio Funds Market conditions may create opportunities within certain investment strategies, which may cause certain Portfolio Managers to increase the concentration of certain investment strategies in their Portfolio Funds. Because a Portfolio Fund may have the ability to concentrate its investments by investing an unlimited amount of its assets in a single issuer, sector, market, industry, strategy, country or geographic region, the overall adverse impact on a Portfolio Fund, and correspondingly on the Fund, of adverse movements in the value of the securities of a single issuer, sector, market, industry, strategy, country or geographic region will be considerably greater than if the applicable Portfolio Fund were not permitted to concentrate its investments to such an extent. By concentrating in a specific issuer, sector, market, industry, strategy, country or geographic region, a Portfolio Fund will be disproportionately subject to the risks of that issuer, sector, market, industry, strategy, country or geographic region, such as rapid obsolescence of technology, sensitivity to regulatory changes, minimal barriers to entry and sensitivity to overall market swings, and may be more susceptible to

risks associated with a single economic, political or regulatory circumstance or event than a more diversified portfolio might be. In addition to the potential concentration of the Portfolio Funds' exposures, subject to the terms of the Fund Documents, the Fund may invest a relatively high percentage of its assets in a limited number of Portfolio Funds. *See* "Concentration of Fund Portfolio."

Because some of the Portfolio Managers selected by the Fund may hold a relatively limited number of investments, the aggregate returns realized by the Fund may be adversely affected by a small number of investments. Further, while the Investment Manager may allocate the Fund's assets among Portfolio Managers with differing styles and techniques, there are generally no fixed allocation percentages except as set forth in the Fund Documents. There is the risk that a disproportionate share of the Fund's assets may be committed to one or more strategies or techniques. The Investment Manager does not seek to manage correlation risk. This is the risk that different Portfolio Managers may invest in the same securities or sectors. This would result in less diversification than would be suggested by the number of Portfolio Managers being employed.

Use of Multiple Portfolio Managers No assurance can be given that the collective performance of the Portfolio Managers will result in profitable returns for the Fund as a whole. The good performance achieved by one or more Portfolio Managers may be neutralized – or even outweighed – by poor performance experienced by other Portfolio Managers. The Portfolio Managers invest wholly independently from one another and may at times hold economically offsetting positions. To the extent that the Portfolio Managers do, in fact, hold such positions, the Fund, considered as a whole, cannot achieve any gain or loss despite incurring expenses relating to such investments. Alternatively, two or more Portfolio Managers may employ similar strategies or invest in some of the same assets, resulting in less diversification to the Fund than is desired.

Conflicts of Interest Involving Portfolio Managers' Other Activities Each Portfolio Manager will be subject to its own conflicts of interest, which will vary based on each Portfolio Manager's unique set of circumstances. Certain of the Portfolio Managers may engage in other forms of related and unrelated activities in addition to advising a Portfolio Fund. They may also make investments for their own account. Such ancillary or other activities could detract from the time a Portfolio Manager devotes to the affairs of a Portfolio Fund. In addition, certain of the Portfolio Managers may engage affiliated entities to furnish services to their Portfolio Fund and may themselves provide such services. As a result, in such instance the choice of the affiliated entity and the level of commissions or other fees paid for such services (including the size of any mark-up imposed by a counterparty) may not have been made at arm's length.

Portfolio Valuation Interests in Portfolio Funds generally are valued in accordance with the methods provided by the instruments governing such Portfolio Funds. These valuations may be provided by the Portfolio Manager of a Portfolio Fund to the Fund based on the interim unaudited financial records of the Portfolio Fund, and, therefore, are subject to adjustment (upward or downward) upon the receipt of new or revised information by the Portfolio Manager. If an Investor redeems from the Fund, subsequent adjustments to valuations of one or more Portfolio Funds may occur and there is a risk that such Investor may receive an amount upon redemption which is greater or less than the amount such Investor would have been entitled to receive on the basis of the adjusted valuation.

HIGHLY CONFIDENTIAL & TRADE SECRET

Investors should note that, if the final net asset value of the Fund as of a date on which interests are issued differs from the estimated net asset value of the Fund on such date, the value of interests that the investor was issued on such date can be reduced or increased, as applicable, from the value that was initially established as of such date in order to account for the adjusted net asset value without the need for further Investor consent.

In some cases, Portfolio Managers will not endeavor to assess the value of each position held by a Portfolio Fund, but will instead carry such positions at cost. Where an investment is carried at cost by a Portfolio Fund, and a participating investor, such as the Fund, redeems/withdraws from the Portfolio Fund prior to the time that such investment has been sold or a “fair value” has otherwise been established, the investor will generally not receive the actual value of its interest in that investment.

Furthermore, the net asset values received by the Fund’s administrator and/or the Fund from Portfolio Managers typically are estimates only, subject to revision at any time until each underlying Portfolio Fund completes its annual audit. The value of the Fund’s interest in the underlying Portfolio Fund will be valued based on the latest financial statements or interim net asset value report of the underlying Portfolio Fund. Accordingly, the net asset value of the Fund or any Investment cannot be considered final until the Fund’s annual audits are completed.

Situations involving uncertainties as to the valuation of the investments of the Fund could have an adverse effect on the net asset value of the Fund including if the judgments of the Portfolio Managers regarding appropriate valuations should prove incorrect. Absent bad faith or manifest error, such net asset value determinations of the Fund are conclusive and binding on all Investors.

Turnover Certain Portfolio Managers may invest on the basis of short term market considerations. The turnover rate of investments by such Portfolio Managers is expected to be significant, potentially involving substantial brokerage commissions and fees. The Investment Manager has no direct control over this turnover. Furthermore, if a Portfolio Manager is terminated by the Investment Manager, it is expected that such portfolio would be liquidated and the cash proceeds would be reinvested with a replacement Portfolio Manager or invested in another Portfolio Fund. Substantial turnover rates could result in increased direct or indirect transaction costs for the Fund, for example as a result of corresponding brokerage commissions and fees.

Significant Positions A Portfolio Fund may acquire (i) more than 5% of a class of securities of a single issuer which would require the filing of a Schedule 13D or 13G statement with the U.S. Securities and Exchange Commission (the “SEC”) or (ii) more than 10% of a class of securities of a single issuer (which would impose certain limitations on such Portfolio Fund’s ability to trade in such securities, including the restrictions of Section 16 of the Securities Exchange Act of 1934, as amended). Non-U.S. jurisdictions typically have comparable or additional rules which may be triggered at different ownership thresholds. The accumulation of such a significant position in the shares of a single issuer could lead to litigation or disputes in the event such Portfolio Fund desires to influence the issuer. A Portfolio Fund may also seek to challenge the management of a portfolio company through a proxy contest. Such litigation or proxy contest may result in substantial expense to such Portfolio Fund, thus reducing the value of the Fund’s investment in that Portfolio Fund. The acquisition of a significant position may also (a) limit the amount of securities that such Portfolio Fund is able to dispose of at any one time or (b) require

that any potential acquisitions or dispositions be delayed to avoid potential disgorgement. In addition, the Portfolio Manager of a Portfolio Fund may serve on the board of directors of one or more portfolio companies. As a result, the applicable Portfolio Manager would become an insider and may have access to material nonpublic information affecting the portfolio company, which may preclude the applicable Portfolio Fund from selling its position or acquiring additional shares (or may limit the amount of securities that such Portfolio Fund is able to purchase or sell) at any time when such Portfolio Manager otherwise believes it would be appropriate to do so.

Moreover, a Portfolio Fund's ability to realize value from certain of its investments may depend upon the ability of the applicable Portfolio Manager to influence the management of a portfolio company to take certain actions, including, for example, a recapitalization, restructuring, spin off, sale of the business or change in management. If such Portfolio Manager is incorrect in its assessment of the impact such action will have on the value of a portfolio company, or if it is unsuccessful in persuading the portfolio company's management to take the desired action, the applicable Portfolio Fund may sustain a loss on its investment in the portfolio company, resulting in a reduction of the value of the Fund's investment in such Portfolio Fund. See "Activist Strategy" below.

Finally, the SEC has proposed or is considering additional filing requirements related to trading securities, including public reporting of ownership of securities-based swaps positions, voting for say-on-pay and say-on-frequency and monthly short-selling activity. If these disclosure requirements are adopted as proposed (or anticipated to be proposed), the public disclosure may negatively impact the Investment Manager's and/or the Portfolio Managers' ability to execute on certain strategies, such as activism or hedging.

Risk of Counterparty Default The stability and liquidity of repurchase agreements, swap transactions, forward transactions and other over-the-counter derivative transactions depend in large part on the creditworthiness of the parties to the transactions. It is expected that a Portfolio Manager will monitor on an ongoing basis the creditworthiness of firms with which it enters into repurchase agreements, interest rate swaps, caps, floors, collars or other over-the-counter derivatives. If there is a default by the counterparty to such a transaction, the Portfolio Manager will under most normal circumstances have contractual remedies pursuant to the agreements related to the transaction. However, exercising such contractual rights may involve delays or costs which could result in the net asset value of the applicable Portfolio Fund being less than if such Portfolio Fund had not entered into the transaction and accordingly, such Portfolio Fund may not pursue actions to enforce such contractual rights or seek such contractual remedies. Furthermore, there is a risk that any of such counterparties could become insolvent and/or the subject of insolvency proceedings. If one or more of a Portfolio Fund's counterparties were to become insolvent or the subject of insolvency proceedings in the United States (either under SIPA or the United States Bankruptcy Code), there exists the risk that the recovery of such Portfolio Fund's securities and other assets from such prime broker or broker-dealer will be delayed or be of a value less than the value of the securities or assets originally entrusted to such prime broker or broker-dealer.

In addition, the Fund and the Portfolio Funds may use counterparties located in jurisdictions outside the United States. Such local counterparties are subject to the laws and regulations in non-U.S. jurisdictions that are designed to protect their customers in the event of

their insolvency. However, the practical effect of these laws and their application to the Fund's or the Portfolio Funds' assets are subject to substantial limitations and uncertainties. Because of the large number of entities and jurisdictions involved and the range of possible factual scenarios involving the insolvency of a counterparty, it is impossible to generalize about the effect of their insolvency on the Fund or the Portfolio Funds and their assets. Investors should assume that the insolvency of any counterparty would result in a loss to the Fund (directly or through the Portfolio Funds), which could be material.

Investment Vehicle Cross-Liability A number of the Fund's investments may be purchased or held through investment vehicles that also make or hold investments on behalf of one or more other participants. Such participation in investment vehicles may be structured in a variety of ways, including as equity, debt, participation, derivative or otherwise. In some cases, a single special purpose vehicle may be used for a variety of investments, only a portion of which is allocated to the Fund. Further, the Fund may provide guarantees, equity commitment letters or similar financial support documentation in connection with an investment vehicle's financing activities pursuant to which the Fund may be jointly and/or severally liable with such other participants. While an investment vehicle can be structured to allocate the rights and obligations relating to each investment to the Fund and the other participants appropriately, there is a risk that a creditor having a claim against such investment vehicle (including a claim relating to an investment in which the Fund does not have an interest) may be able to satisfy such claim against all assets of such investment vehicle (including investments in which the Fund has an interest).

Disclosure of Intellectual Property The intellectual property developed by the Portfolio Managers for their trading activities could be copied or stolen by third parties (including, potentially, by rogue partners or employees or through failures in the Portfolio Managers' security systems or processes) who may provide such intellectual property to competitors of the Portfolio Managers.

Even absent a security breach, public disclosure of sensitive information could occur as a result of inadvertent disclosure by the Portfolio Managers (*e.g.*, a Portfolio Manager emails a sensitive document to the wrong email address), a public disclosure request to an investor or other person or through other channels, as required or requested by law or legal process.

Disclosure of the Portfolio Managers' intellectual property to their competitors could cause funds or accounts managed by those competitors to have correlated trading with the Portfolio Funds, which could have a negative effect on the Fund's results.

Risks Arising From Certain Investment Strategies and Financial Instruments:

Highly Volatile Markets The risk of volatility is inherent in all investments. In particular, the prices of securities following their initial public offering, commodities contracts and all derivative instruments, including futures and options prices, and of Virtual Currencies (as defined below) are highly volatile. Price movements of forward contracts, futures contracts and other derivative contracts in which the Fund's assets may be invested are influenced by, among other things, interest rates, changing supply and demand relationships, trade, fiscal, monetary and exchange control programs and policies of governments, and national and international political and economic events and policies. In addition, governments from time to time intervene, directly

and by regulation, in certain markets, particularly those in currencies and interest rate related futures and options. Such intervention often is intended directly to influence prices and may, together with other factors, cause all of such markets to move rapidly in the same direction because of, among other things, interest rate fluctuations. In certain cases, governments have intervened on an “emergency” basis, suddenly and substantially eliminating market participants’ ability to continue to implement certain strategies or manage the risk of their outstanding positions. In addition, these interventions have typically been unclear in scope and application, resulting in uncertainty. It is impossible to predict when these restrictions will be imposed, what the interim or permanent restrictions will be and/or the effect of such restrictions on the Fund’s and/or the Portfolio Managers’ respective strategies. Portfolio Managers also are subject to the risk of the failure of any of the exchanges on which their positions trade or of their clearinghouses.

Leverage Subject to the Fund Documents, the Fund may borrow money from time to time for any purpose. In addition, many of the Portfolio Funds in which the Fund may invest may utilize leverage by borrowing to the fullest extent allowable by law to finance the purchase of investments. A Portfolio Manager may choose to use leverage as part of its investment program. The use of leverage poses a significant degree of risk and enhances the possibility of a significant loss in the value of the investment portfolio. A Portfolio Manager may borrow money from time to time to purchase or carry securities. The interest expense and other costs incurred in connection with such borrowing may not be recovered by appreciation in the securities purchased or carried, and will be lost in the event of a decline in the market value of such securities. Gains realized with borrowed funds may cause a Portfolio Fund’s net asset value to increase at a faster rate than would be the case without borrowings. If, however, investment results fail to cover the cost of borrowings, a Portfolio Fund’s net asset value could also decrease faster than if there had been no borrowings. Furthermore, there is a risk of greater loss on investments than would otherwise be the case if borrowed funds had not been used to make such investments.

The use of short-term margin borrowings subjects an investment portfolio to additional risks, including the possibility of a “margin call”, pursuant to which the applicable Portfolio Fund must either deposit additional funds with the broker or suffer mandatory liquidation of the pledged securities to compensate for the decline in value. The low margin deposits normally required in futures and forward trading permit a high degree of leverage. Accordingly, a relatively small price movement in a futures contract may result in immediate and substantial losses to investors. A high degree of leverage necessarily entails a high degree of risk. The banks and dealers that provide financing to Portfolio Managers can apply essentially discretionary margin, haircut, financing and collateral valuation policies. Changes by banks and dealers in any of the foregoing may result in large margin calls, loss of financing and forced liquidations of positions at potentially disadvantageous prices. Additionally, a broker may require a Portfolio Fund to use cash to satisfy a margin call rather than permitting such Portfolio Fund to pledge additional securities. In the event of a sudden, precipitous drop in the value of a Portfolio Fund’s assets, such Portfolio Fund might not be able to liquidate assets quickly enough to pay off its margin debt. This could result in the forced sale or mandatory liquidation of assets of such Portfolio Fund at substantially depressed prices. A forced sale or mandatory liquidation of assets at unfavorable prices might also occur during a period where there is an overall decline or pricing dislocation in the securities market which might reduce overall liquidity in such market and thus further accelerate a decline in the sales price of assets of such Portfolio Fund.

Long/Short Certain Portfolio Funds pursue a long/short investment strategy. The success of a Portfolio Fund's long/short investment strategy depends upon the ability of the relevant Portfolio Manager to identify and purchase securities that are undervalued and identify and sell short securities that are overvalued. The identification of investment opportunities in the implementation of the Portfolio Funds' long/short investment strategies is a difficult task, and there are no assurances that such opportunities will be successfully recognized or acquired. In the event that the perceived opportunities underlying a Portfolio Fund's positions were to fail to converge toward, or were to diverge further from, the values expected by its Portfolio Manager, such Portfolio Fund may incur a loss. In the event of market disruptions, significant losses can be incurred which may force a Portfolio Fund to close out one or more positions. Furthermore, the valuation models used to determine whether a position presents an attractive opportunity consistent with the Portfolio Manager's long/short strategies may become outdated and inaccurate as market conditions change.

Short Selling Portfolio Managers may engage in short sales. Short selling involves selling securities, which may or may not be owned, and borrowing the same securities for delivery to the purchaser, with an obligation to replace the borrowed securities at a later date. Short selling allows the investor to profit from declines in market prices to the extent such decline exceeds the transaction costs and the costs of borrowing the securities. However, selling securities short creates the risk of losing an amount greater than the amount invested and exposes the short seller to unlimited risk (at least theoretically). A short sale may result in a sudden and substantial loss if, for example, an acquisition proposal is made for the subject company at a substantial premium over the market price. If a Portfolio Fund's short positions or its strategy become generally known, it could have a significant effect on the applicable Portfolio Manager's ability to implement its investment strategy. In particular, it would make it more likely that other investors could cause a "short squeeze" in the securities held short by such Portfolio Fund forcing the applicable Portfolio Manager to cover its positions at a loss. It may also limit such Portfolio Manager's ability to access management and other personnel at certain companies where such Portfolio Manager seeks to take a short position. In addition, if other investors engage in copycat behavior by taking positions in the same issuers as a Portfolio Fund, its cost of borrowing securities to sell short could increase drastically and the availability of such securities to such Portfolio Fund could decrease drastically. Additionally, there have been legislative and regulatory initiatives and proposals in the United States and elsewhere including in response to recent dislocations in the financial services industry and other market events, securities regulators of many jurisdictions have implemented, or are considering implementing, certain prohibitions and disclosure requirements on short selling of securities, and the overall regulatory environment surrounding short selling remains marked by substantial uncertainty. Such events, and these and other restrictions on a Portfolio Manager's ability to engage in short sales, could make such Portfolio Manager unable to execute its investment strategies and cause significant losses to the Fund.

Irrespective of the risk control objectives of the Fund's multi-asset, multi-manager approach, such a high degree of leverage necessarily entails a high degree of risk. In the event that the Fund enters into an advisory agreement with a Portfolio Manager that utilizes leverage in its investment program, the Fund may be subject to claims by financial intermediaries that extended "margin" loans (or other forms of credit extension) in respect of a managed account managed by such Portfolio Manager. The risks involved in the use of leverage are increased to the extent that the Fund itself leverages its capital.

Synthetic Investment Strategies A Portfolio Manager may utilize customized derivative instruments, such as swap or notional principal contracts, to receive synthetically the economic attributes associated with an investment in a security or financial instrument or a basket of securities or financial instruments. The Fund may be exposed to certain risks should a Portfolio Manager use derivatives as a means to implement its investment strategies synthetically. If a Portfolio Manager enters into a derivative instrument whereby it agrees to receive the return of a security or financial instrument or a basket of securities or financial instruments it will typically contract to receive such returns for a predetermined period of time. During such period, such Portfolio Manager may not have the ability to increase or decrease its exposure. In addition, such customized derivative instruments are expected to be highly illiquid and it is possible that a Portfolio Manager will not be able to terminate such derivative instruments prior to their expiration date or that the penalties associated with such a termination might impact such Portfolio Manager's (and consequently the Fund's) performance in a material adverse manner. In the event a Portfolio Manager seeks to participate through the use of such synthetic derivative instruments, such Portfolio Manager will not acquire any voting interests or other shareholder rights that would be acquired with a direct investment in the underlying securities or financial instruments. Accordingly, such Portfolio Manager will not participate in matters submitted to a vote of the shareholders. In addition, such Portfolio Manager may not receive all of the information and reports to shareholders that such Portfolio Manager would receive with a direct investment. Further, a Portfolio Manager will pay the counterparty to any such customized derivative instrument structuring fees and ongoing transaction fees, which will reduce the investment performance of the applicable Portfolio Fund. Finally, certain aspects of the appropriate U.S. federal income tax treatment of such customized derivative instruments are uncertain and, if a Portfolio Manager's U.S. federal income tax treatment of such instruments proves to be inappropriate, an Investor's after-tax return from its investment in the Fund may be adversely affected.

Stock Index Options Certain Portfolio Funds may purchase and sell call and put options on stock indices listed on exchanges or traded in the over-the-counter market for the purpose of realizing their investment objective or for the purpose of hedging their portfolio. Successful use by a Portfolio Fund of options on stock indices is subject to the applicable Portfolio Manager's ability to correctly predict movements in the direction of a relevant stock market generally or of a particular industry or market segment. This requires different skills and techniques than predicting changes in the price of individual stocks. The risk of nonperformance by the obligor on an over-the-counter option may be greater, and the ease with which a Portfolio Manager can dispose of or enter into closing transactions with respect to such an option may be less, than in the case of an exchange-traded option.

U.S. Government Securities Certain Portfolio Managers may invest in U.S. Government securities. Generally, these securities include U.S. Treasury obligations and obligations issued or guaranteed by U.S. Government agencies, instrumentalities or sponsored enterprises. U.S. Government securities also include Treasury receipts and other stripped U.S. Government securities, where the interest and principal components of stripped U.S. Government securities are traded independently. These securities are subject to market and interest rate risk. A Portfolio Manager may also invest in zero coupon U.S. Treasury securities and in zero coupon securities issued by financial institutions, which represent a proportionate interest in underlying U.S. Treasury securities. A zero coupon security pays no interest to its holder during its life, and its

value consists of the difference between its face value at maturity and its cost. The market prices of zero coupon securities generally are more volatile than the market prices of securities that pay interest periodically.

Non-Controlling Investments Certain Portfolio Funds may invest in non-controlling positions in portfolio companies. Upon acquiring a non-controlling position in a portfolio company, such Portfolio Funds may have a limited ability to protect their positions, although it is expected that they will attempt to negotiate certain minority rights to protect their interests. However, there can be no assurance that such minority rights will be obtained or if obtained, that they will protect such Portfolio Funds' interests. The success of the portfolio companies will largely depend on the ability and success of the management of such portfolio companies, in addition to economic and market factors.

Control Person Liability Certain Portfolio Funds may have controlling interests in a number of portfolio companies. The exercise of control over a company may impose additional risks of liability for environmental damage, product defects, pension and other fringe benefits, failure to supervise management, violation of laws and governmental regulations (including securities laws and regulations) and other types of liability, for which the limited liability generally afforded to investors may be ignored. In particular, if determined to be a direct owner or operator of any of a portfolio company's facilities or operations, a Portfolio Fund could face strict, joint and several liability under environmental laws for hazardous substance or contamination-related costs. If any such liabilities were to arise, such Portfolio Fund, and consequently the Fund, may suffer significant losses.

Transactions in Publicly Traded Securities Certain Portfolio Funds take positions (directly or indirectly) in securities traded on public exchanges. Such investments may subject such Portfolio Funds to risks that differ in type or degree from those involved with investments in privately held companies. Such risks include greater volatility in the valuation of such companies, increased obligations to disclose information regarding such companies, limitations on the ability of such Portfolio Funds to dispose of such securities at certain times, increased likelihood of shareholder litigation and insider trading allegations against such companies' executives and board members, and increased costs associated with each of the aforementioned risks. A Portfolio Fund may not be able to build positions in publicly traded securities in a single transaction and will be exposed to movements in the stock market whilst accumulating such positions, including movements in prices that may be caused by the applicable Portfolio Fund building such positions. In addition, by investing in publicly traded securities, a Portfolio Fund will be subject to securities laws and antitrust laws that may, among other things, require a disgorgement of the profits or restrict or prohibit a Portfolio Fund's ability to acquire or sell an investment. In particular, it can be expected from time to time that a Portfolio Fund may be limited in its ability to take or exit positions in publicly traded companies because (i) the applicable Portfolio Manager or its affiliates may be deemed to have material, non-public information regarding such public companies or as a result of other internal policies, (ii) the applicable Portfolio Fund may be restricted in the amount of securities that may be sold into the public market under U.S. securities laws or may be subject to "short swing profit" disgorgement, depending on the timing of the sale, (iii) the applicable Portfolio Fund may be subject to pre-filing and review requirements under antitrust law, or (iv) such Portfolio Fund may be prohibited by contract from doing so. Even where a Portfolio Fund holds freely tradable publicly traded securities, such Portfolio Fund's position may represent a

significant portion of the outstanding public float of a particular company, creating a degree of illiquidity when such Portfolio Fund wishes to dispose of or reduce its position in such company by selling shares into the market. Accordingly, there can be no assurance that a Portfolio Fund will be able to make investments in public companies that the applicable Portfolio Manager otherwise deems appropriate or, if it does, as to the size of the position it will be able to build.

Activist Strategy A Portfolio Fund’s investment strategy may involve an activist strategy whereby such Portfolio Manager seeks to achieve operational improvements, a change in corporate direction or management, capital allocation or balance sheet changes, or other courses of action in order to maximize value in its portfolio companies. In making such investments, a Portfolio Manager may act alone or together with one or more other investors or investment managers acting as a group.

Activist strategies may prove ineffective for a variety of reasons, including: (i) opposition of the management or investors of the subject company; (ii) intervention of a governmental agency; (iii) efforts by the subject company to pursue a “defensive” strategy; (iv) market conditions resulting in material changes in securities prices; (v) the presence of corporate governance mechanisms such as staggered boards, poison pills and classes of stock with increased voting rights; and (vi) the necessity for compliance with applicable securities laws and applicable state corporate laws. In addition, opponents of a proposed change may seek to involve regulatory agencies in investigating the transaction or a Portfolio Manager and such regulatory agencies may independently investigate the participants in a transaction, including such Portfolio Manager, as to compliance with securities or other laws. Furthermore, successful execution of an activist strategy may depend on the active cooperation of investors and others with an interest in the subject company. Some investors may have interests which diverge significantly from those of the applicable Portfolio Manager, and some of those parties may be indifferent to the proposed changes. Moreover, securities that the applicable Portfolio Manager believes are fundamentally undervalued or incorrectly valued may not ultimately be valued in the capital markets at prices and/or within the timeframe such Portfolio Manager anticipates, even if such Portfolio Manager’s proposed changes are successfully implemented. Even if the prices for a portfolio company’s securities have increased, there is no guarantee that there will be sufficient liquidity in the markets to allow such Portfolio Manager to dispose of all or any of its securities therein or to realize any increase in the price of such securities. In certain cases, a Portfolio Manager’s attempts to influence a company’s management may result in such Portfolio Manager taking a seat on the company’s board of directors. As a result, such Portfolio Manager would become an insider and may have access to material nonpublic information affecting the portfolio company, which may preclude the applicable Portfolio Fund from selling its position (or acquiring additional shares) at any time when such Portfolio Manager otherwise believes it would be appropriate to do so. Because there is substantial uncertainty concerning the outcome of transactions involving the portfolio companies in which a Portfolio Manager may invest, there exists a potential risk of loss by such Portfolio Manager of its entire investment in such companies.

Investments in Real Estate Certain Portfolio Funds may invest in real estate directly, real estate loans or in the securities of companies engaged in the real estate industry (collectively, “Real Estate Investments”). The value of Real Estate Investments will depend on many factors beyond the control of the Portfolio Managers, the Investment Manager and/or the Fund. These include, but are not limited to: (i) difficult capital financing environments; (ii) changes in national or local

economic conditions; (iii) changes in supply of or demand for competing properties; (iv) changes in interest rates; (v) changes in governmental policy relating to land-use, environmental protection, taxation and occupational safety; (vi) the financial condition of tenants, buyers and sellers of properties; (vii) changes in real estate tax rates and other operating expenses; (viii) the imposition of rent control; (ix) energy and supply shortages; (x) various uninsured or uninsurable risks; and (xi) acts of God, natural disasters and uninsurable losses. Furthermore, the properties which will secure any loans purchased by Portfolio Managers may be suffering varying degrees of financial distress or may be located in economically distressed areas. Loans may become non-performing for a wide variety of reasons, including because the mortgaged property is too highly leveraged (and, therefore, the property is unable to generate sufficient income to meet its debt service payments), the property is poorly managed or because the mortgaged property has a high vacancy rate, has not been fully completed or is in need of rehabilitation. Such non-performing loans may require a substantial amount of workout negotiations and/or restructuring, which may entail, among other things, a substantial reduction in the interest rate, capitalization of interest payments and a substantial write-down of the principal of the loan. However, even if such restructuring were successfully accomplished, a risk exists that upon maturity of such mortgage loan, replacement “take-out” financing will not be available. The applicable Portfolio Manager may find it necessary or desirable to foreclose on some, if not many, of the loans. The foreclosure process is often lengthy and expensive. Borrowers may resist mortgage foreclosure actions by asserting numerous claims, counterclaims and defenses against the underlying fund, including numerous lender liability claims and defenses, even when such assertions may have no basis in fact, in an effort to prolong the foreclosure action and force the lender into a modification of the loan or a favorable buy-out of the borrower’s position. In some states, foreclosure actions can sometimes take several years or more to litigate. At any time prior to or during the foreclosure proceedings the borrower may file for bankruptcy, which would have the effect of staying the foreclosure actions and further delaying the foreclosure process. Foreclosure litigation tends to create a negative public image of the mortgaged property and may disrupt the ongoing leasing, management and operation of the property. Certain investments in real estate investments may not be liquid. There is no assurance that there will be a ready market for any Real Estate Investment held by Portfolio Funds.

Investments Held in REITs Certain Portfolio Funds could invest a portion of their Portfolio Funds’ assets in one or more entities intending to qualify as a real estate investment trust (“REIT”) under the Code. However, no assurance can be given that any such REIT will qualify or remain qualified as a REIT. Failure of a REIT in any taxable year to qualify as a REIT would render such REIT subject to tax on its taxable income at regular corporate rates, and a Portfolio Fund’s distributive share of distributions made by a REIT to such Portfolio Fund in any non-qualifying years would not be deductible by such REIT. If an entity’s status as a REIT is terminated, the entity generally will not be eligible to elect REIT status again prior to the fifth taxable year following the year in which it fails to qualify under the Code as a REIT. The requirements for qualification as a REIT are extremely complex, and a REIT’s compliance with such requirements may depend on factors that are outside of its control or upon the resolution of legal issues for which guidance is lacking. Future legislation, new regulations, administrative interpretations or court decisions may significantly change the tax laws or the application of the tax laws with respect to qualification as a REIT. Any such change could adversely affect a REIT’s ability to qualify as a REIT or the federal income tax consequences of such qualification. Even if a REIT qualifies as a REIT, such REIT may be subject to federal income tax in certain circumstances.

A REIT may engage in transactions with one or more taxable REIT subsidiaries. If amounts paid for services by a REIT to a taxable REIT subsidiary are determined to be not at arm's-length, the difference between the amount paid and the fair value of the transaction will be subject to a 100% tax.

Private Investments in Public Entities Certain Portfolio Funds may invest in private investments in public entities (“PIPEs”). PIPEs present certain risks in addition to the risks that would otherwise be associated with an investment in the underlying public entity, including: (i) limited liquidity due to legal or contractual restrictions on resales of PIPEs; (ii) lack of a public market for PIPEs; (iii) dependence on an exit strategy, such as an initial public offering or sale of a business, the successful completion of which cannot be assured, to fully realize the anticipated value of the investment; and (iv) dependence on managerial assistance provided by other investors and the willingness of other investors or third parties to provide additional financial support to the underlying public entity.

Investments in Special Purpose Acquisition Companies Certain Portfolio Funds may invest in “special purpose acquisition companies” (“SPACs”). A SPAC is a development stage company that has no specific business plan or purpose or has indicated its business plan is to engage in a merger or acquisition with an unidentified company or companies, other entity, or person. Because SPACs have broad discretion to select potential business combinations (subject to industry, geographic or other limitations, if any), it is not possible for the Portfolio Managers to fully ascertain the merits or risks of investing in a particular SPAC.

There are a number of risks associated with investing through SPACs, including: (i) because a SPAC is typically raised without a specifically-identified acquisition target, it may never, or only after an extended period of time, be able to find and consummate a suitable transaction, during which period the capital committed to or invested in the SPAC will not be available for other uses; (ii) SPACs invest in single assets and not diversified portfolios, and, therefore, investments therein are subject to significant concentration risk; (iii) SPACs could generate substantial fees, costs and expenses (including fees that accrue to the benefit of a Portfolio Manager without any offset against fees payable by the applicable Portfolio Fund), which are typically borne by the investors therein (in some cases, regardless of whether, or when, the SPAC ultimately consummates a transaction); and (iv) the use of SPACs as an investment tool has only recently become more widespread, and there remains substantial uncertainty regarding the viability of SPAC-investing on a large scale, the supply of desirable transactions relative to the pace at which SPACs are currently being formed and whether regulatory, tax or other authorities will implement additional or adverse policies relating to SPACs and SPAC investing. In addition, SPACs can raise capital through offering common, preferred, equity-linked, debt, PIPE or other types of instruments, each of which is subject to the risks associated with such instruments.

Portfolio Managers generally intend to select for investment securities of SPACs with strong structures, those headed by management teams with proven track records or SPACs with other elements that suggest the likelihood of a favorable result, but there is no guarantee that any SPAC will achieve positive returns. The Portfolio Funds are dependent upon the integrity, skill and judgment of the management team of each SPAC in which the Portfolio Funds invest. A significant portion of the value of a SPAC sponsor's and a SPAC management's compensation

depends on a business combination being consummated typically within a stated period of time, which creates a conflict of interest for such SPAC sponsor and the management of such SPAC when selecting targets for the business combination. There is no guarantee that a SPAC selected by a Portfolio Manager for investment by a Portfolio Fund will be able to effect a business combination with an operating entity, or that any operating entity that is acquired by a SPAC will achieve profitability or continue to operate profitably post-acquisition. Acquired companies may also become public earlier in their life cycles and may not be as prepared to function as public companies. SPACs may encounter intense competition from other entities having similar business objectives, such as venture capital funds, leveraged buy-out funds and other private equity entities, as well as operating businesses and other SPACs competing for acquisitions, which may result in a SPAC overpaying for the target of the business combination. If a Portfolio Fund invests in a SPAC that is unable to effect a business combination, such Portfolio Fund will receive its share of the proceeds held in trust, subject to reduction if third-party claims are made against such SPAC or escrow or if the funds in the trust. To the extent a SPAC were to complete a business combination with a financially unstable company or an entity in its development stage, such SPAC could be affected by the numerous risks inherent in the business operations of those entities. Investment in SPACs is also subject to certain investor risks, including limits on tradability of securities issued by a current or former SPAC. In addition, if a Portfolio Fund were to acquire warrants in a dual deal structure, such Portfolio Fund may lose the entire value of such warrants if a business combination cannot be effected by such SPAC.

Additionally, Portfolio Funds that invest in SPACs may be exposed to the risk of litigation against SPACs, the sponsors of SPACs, and directors and/or officers of SPACs (“SPAC Litigation”). SPAC Litigation continues to evolve, and the risks that SPAC Litigation poses, now and in the future, are not quantifiable. Recently, there has been an increased volume of SPAC Litigation filed by SPAC shareholders. Additionally, the SEC has publicly indicated that SPACs will be subject to increased regulatory scrutiny, especially in the use and publication of post-business combination projections. While many of the lawsuits filed to-date against SPACs resemble claims brought against any public company, whether it became public through a SPAC or not, the plaintiffs’ bar is seizing on unique structural features of SPACs to plead aggressive new theories, to bolster allegations of scienter or to try to evade defenses such as “the business judgment rule.” For example, some SPAC Litigation has focused on allegations that the directors and officers of a SPAC breached their fiduciary duties by rushing to complete a transaction prior to the two-year term of the SPAC expiring. Other SPAC Litigation has focused on alleged misrepresentations by the directors and officers of a SPAC with respect to the due diligence process associated with identifying a target company. A Portfolio Fund may, in certain circumstances, indemnify certain sponsors of SPACs against SPAC Litigation or may be named in SPAC Litigation. Developments in SPAC Litigation may also lead to adverse developments in the market for liability insurance for SPACs and their directors and officers. In recent months, the cost of obtaining liability insurance for the directors and officers of SPACs has increased, and fewer insurance companies have offered quotes for directors and officers liability coverage. These trends may continue or worsen in the future.

SPACs sponsored by the Portfolio Managers would be subject to similar risks as those described above.

Risks Related to SPAC Warrants If a SPAC does not file and maintain a current and effective prospectus relating to the common stock issuable upon exercise of the warrants at the time that a Portfolio Manager wishes to exercise such warrants, it will only be able to exercise them on a “cashless basis” provided that an exemption from registration is available. As a result, the number of shares of common stock that the relevant Portfolio Fund will receive upon exercise of the warrants will be fewer than it would have been had the Portfolio Manager exercised the warrant for cash. Further, if an exemption from registration is not available, a Portfolio Manager would not be able to exercise its warrants on a cashless basis and would only be able to exercise its warrants for cash if a current and effective prospectus relating to the common stock issuable upon exercise of the warrants is available. Portfolio Managers cannot guarantee that a SPAC will be able to file and maintain a current and effective prospectus relating to the common stock issuable upon exercise of the warrants until the expiration of the warrants. If the SPAC is unable to do so, the potential “upside” of the relevant Portfolio Fund’s investment in the SPAC may be reduced or the warrants may expire worthless.

No warrants will be exercisable by a Portfolio Manager, and a SPAC will not be obligated to issue shares of common stock, unless the shares of common stock issuable upon such exercise have been registered or qualified or deemed to be exempt under the securities laws of the state of formation of the relevant Portfolio Fund. If the shares of common stock issuable upon exercise of the warrants are not qualified or exempt from qualification in the jurisdiction of the relevant Portfolio Fund, the warrants may be deprived of any value, the market for the warrants may be limited and they may expire worthless if they cannot be sold.

The terms of warrants for SPACs are currently evolving due to recent SEC staff statements regarding the accounting treatment of warrants with certain terms. The terms of warrants issued by SPACs are likely to change, which may affect their return profile. Other SPACs may treat their warrants as liabilities for accounting purposes, which may cause delay in SEC filings, which would impact liquidity for warrants and common stock. Additional regulatory or legislative responses to SPACs may result in further disruptions to exercise warrants or their terms in the future.

Risks of Event-Driven Investing and Merger Arbitrage Certain Portfolio Funds may invest in merger arbitrage or other high-risk investments. The ability to profit from these investments may often depend upon factors that are intrinsic to the particular issuer, rather than the market as a whole. The Portfolio Managers’ ability to profit on such investments may be contingent on the occurrence of certain events, such as a successful reorganization or merger, and not the fundamental value of the company. If the expected event does not occur, the applicable Portfolio Fund may sustain a substantial loss on the position. Event-driven investing requires a Portfolio Manager to make predictions about (i) the likelihood that an event will occur and (ii) the impact such event will have on the value of a company’s securities. If the event fails to occur or it does not have the anticipated effect, losses can result. For example, the adoption of new business strategies, a meaningful change in management or the sale of a division or other significant assets by a company may not be valued as highly by the market as a Portfolio Manager had anticipated, resulting in losses. In addition, a company may announce a plan of restructuring which promises to enhance value and fail to implement it, resulting in losses to investors. Certain Portfolio Funds may invest in reinsurance contracts or related instruments that are priced based on the perceived likelihood of the occurrence of certain inherently unpredictable events and are subject to unique risks. The insurance and reinsurance business has historically experienced significant fluctuations

in operating results due to competition, catastrophic events, general economic and social conditions and other factors. The reinsurance industry is also subject to significant and evolving law and regulation that has a material impact on the performance of investments in reinsurance contracts or related instruments.

Emerging Market Investments Subject to any limitations in the Fund Documents, the Portfolio Managers may invest in securities of companies based in emerging countries or issued by the governments of such countries. Investing in securities of certain of such countries and/or companies involves certain considerations not usually associated with investing in securities of more developed countries or of companies located in more developed countries, including political and economic considerations, such as greater risks of (i) expropriation, confiscatory taxation, (ii) imposition of withholding or other taxes on dividends, interest, capital gains, other income or gross sale or disposition proceeds, (iii) limitations on the removal of funds, (iv) nationalization and general social, political and economic instability, (v) the small size of the securities markets in such countries and the low volume of trading, resulting in potential lack of liquidity and in price volatility, fluctuations in the rate of exchange between currencies and costs associated with currency conversion, certain government policies that may restrict a Portfolio Manager's investment opportunities, and (vi) problems that may arise in connection with the clearance and settlement of trades. In addition, accounting and financial reporting standards that prevail in certain of such countries generally are not equivalent to standards in more developed countries and, consequently, generally, less information is available to investors in companies located in these countries than is available to investors in companies located in more developed countries. Further, emerging market debt securities are unrated or rated in lower rating categories by the various credit rating agencies. These securities are subject to greater risk of loss of principal and interest than higher-rated securities and are generally considered to be predominantly speculative with respect to the issuer's capacity to pay interest and repay principal. They are also generally subject to greater risk than securities with higher credit ratings in the case of deterioration of general economic conditions. Because investors generally perceive that there are greater risks associated with lower-rated securities, the yields or prices of such securities may tend to fluctuate more than those for higher-rated securities. The market for emerging market debt securities is less active than that for higher-rated securities, which can adversely affect the prices at which such securities are sold. In addition, adverse publicity and investor perceptions about emerging market debt securities, whether or not based on fundamental analysis, may be a contributing factor in a decrease in the value and liquidity of such securities. The sovereign debt obligations in which the Portfolio Managers may invest in many cases pertain to countries that are among the world's largest debtors to commercial banks, non-U.S. governments, international financial organizations and other financial institutions. In recent years, the governments of some of these countries have encountered difficulties in servicing their external debt obligations, which led to defaults on certain obligations and the restructuring of certain indebtedness. There is also less regulation, generally, of the securities markets in emerging countries than there is in more developed countries. Any regulatory supervision which is in place may be subject to manipulation or control. Placing securities with a custodian in an emerging country may also present considerable risks.

Some emerging and developing market countries do not have mature legal systems comparable to those of more developed countries. The Fund and/or the Portfolio Funds may have difficulty in successfully pursuing claims in the courts of such countries. For example, it is more difficult to enforce contracts in some countries, especially against governmental entities, which

could materially and adversely affect revenues and earnings of the Fund, the Portfolio Funds and/or their respective portfolio investments. See also “—*Investments in the Asia Pacific Region Generally*” herein. If counterparties repudiate contracts or default on their obligations, there may not be adequate remedies available. Moreover, the process of legal and regulatory reform may not be proceeding at the same pace as market developments, which could result in investment risk. Legislation to safeguard the rights of private ownership may not yet be in place in certain areas, and there may be the risk of conflict among local, regional and national requirements. In certain cases, the laws and regulations governing investments in financial instruments may not exist or may be subject to inconsistent or arbitrary appreciation or interpretation. The Fund and/or the Portfolio Funds may also encounter difficulties in pursuing legal remedies or in obtaining and enforcing judgments in non-U.S. courts. For example, many emerging countries provide inadequate legal remedies for breaches of contract. Furthermore, to the extent the Fund, the Portfolio Funds or a portfolio company of the Fund or the Portfolio Funds obtains a judgment in a country with a strong judiciary, but is required to seek its enforcement in the courts of a country with a weak judiciary, there can be no assurance that the Fund, the Portfolio Funds or such portfolio company will be able to enforce the judgment. Both the independence of judicial systems and their immunity from economic, political or nationalistic influences remain largely untested in many countries. Due to the foregoing risks and complications, the costs associated with investments in emerging markets are generally higher than in more developed countries.

Trade Policy Some political leaders around the world (including in the U.S. and certain European nations) have been elected on protectionist platforms, fueling doubts about the future of global free trade. The U.S. government has in the past indicated its intent to alter its approach to international trade policy and in some cases to renegotiate, or potentially terminate, certain existing bilateral or multi-lateral trade agreements and treaties with foreign countries, and has made proposals and taken actions related thereto. For example, the U.S. government has imposed tariffs on certain foreign goods, including steel and aluminum, and has indicated in the past and may indicate in the future, a willingness to impose tariffs on imports of other products. Some foreign governments, including the People’s Republic of China (the “PRC”), have in the past instituted retaliatory tariffs on certain U.S. goods and have indicated a willingness to impose additional tariffs on U.S. products in the future. Other countries, including Mexico, have threatened retaliatory tariffs on certain U.S. products. Global trade disruption, significant introductions of trade barriers and bilateral trade frictions, together with any future downturns in the global economy resulting therefrom, could adversely affect the financial performance of the Fund, the Portfolio Funds and their respective investments. In particular, the U.S. and the PRC have agreed to a partial trade deal with respect to their ongoing trade disputes. However certain issues remain unresolved, which is expected to be an ongoing source of instability, potentially resulting in significant currency fluctuations, and/or to have other adverse effects on international markets, international trade agreements and/or other existing cross-border cooperation arrangements (whether economic, tax, fiscal, legal, regulatory or otherwise). While this dispute has already had negative economic consequences on the U.S. markets, if trade-related issues persist, including as a result of geo-political tensions, to the extent that this trade dispute escalates into a “trade war” between the U.S. and the PRC, there could be additional significant impacts on the industries in which the Fund and/or the Portfolio Funds participate, the jurisdiction of the Fund’s and/or the Portfolio Funds’ investments and other adverse impacts on the Fund’s and/or the Portfolio Funds’ investments. In addition, trade disputes may develop between other countries, which may have

similar or more pronounced risks and consequences for the Fund, the Portfolio Funds and/or their investments. See also “—*United Kingdom Exit from the European Union*” herein.

Non-U.S. Securities The Fund may make investments that directly or indirectly invest in non-U.S. securities or instruments. Investments in non-U.S. securities or instruments involve certain factors not typically associated with investing in U.S. securities and instruments, including risks relating to: (i) currency exchange matters, including fluctuations in the rate of exchange between the U.S. dollar and the various non-U.S. currencies in which the Portfolio Managers’ non-U.S. investments are denominated, fluctuations and costs associated with conversion of investment principal and income from one currency into another; (ii) exposure to fluctuations in interest rates payable with respect to the instruments in which Portfolio Managers invest; (iii) differences in conventions relating to documentation, settlement, corporate actions, shareholder rights and other matters; (iv) differences between U.S. and non-U.S. securities markets, including potentially higher price volatility, different interest rates and relative illiquidity of some markets; (v) the absence of uniform accounting, auditing and financial reporting standards, practices and disclosure requirements and differences in government supervision and regulation; (vi) certain economic, social and political risks, including potential exchange-control regulations, potential restrictions on non-U.S. investment by U.S. firms and repatriation of capital, the risks associated with political, economic or social instability, including the risk of sovereign defaults, regulatory change, and the possibility of expropriation or confiscatory taxation or the imposition of withholding or other taxes on dividends, interest, capital gains, other income or gross sale or disposition proceeds, and adverse economic and political developments; (vii) heightened risk of corruption and manipulation in certain countries’ political, judicial and/or regulatory systems; (viii) the possible imposition of non-U.S. taxes on income and gains and gross sales or other proceeds recognized with respect to such investments; (ix) differing and potentially less well developed or well tested corporate and intellectual property laws, including those regarding stakeholder rights, creditors’ rights (including the rights of secured parties), fiduciary duties, investor protections and intellectual property owner protections; (x) differences in the legal and regulatory environment or enhanced legal and regulatory compliance, including potential currency control regulations, and potential restrictions on investment and repatriation of capital; (xi) political hostility to investments made by non-U.S. investors or collective investment vehicle or other private investors; and (xii) less publicly available information.

Investments in the Asia Pacific Region Generally Subject to the terms of the Fund Documents, the Portfolio Funds may invest in companies and assets organized in or subject to the laws of one or more countries in the Asia Pacific region, including countries with emerging economies, which may lack social, political and economic stability. The legal systems of some countries lack transparency or could limit the protections available to foreign investors, and the Portfolio Funds’ investments may be subject to nationalization and confiscation without fair compensation.

Furthermore, the Portfolio Funds’ investments located in the Asia Pacific region may be involved in restructurings, bankruptcy proceedings or reorganizations that are not subject to laws and regulations that are similar to U.S. bankruptcy laws and the rights of debtors or creditors afforded in U.S. jurisdictions. To the extent such non-U.S. laws and regulations do not provide the Portfolio Funds with equivalent rights and privileges necessary to promote and protect their interests in any such proceeding, such investments may be adversely affected.

The effectiveness of the judicial systems in countries in which the Portfolio Funds may invest varies; consequently, the Portfolio Funds may find it difficult to effectively protect their interests or pursue claims in the courts of countries with less developed legal systems or commercial markets, as compared to the U.S. or other more developed countries. The lack of sophistication and consistency with respect to foreclosure, bankruptcy, corporate reorganization or creditors' rights in certain countries in which the Portfolio Funds invest, as compared with the U.S., may adversely impact the Portfolio Funds' (and therefore, the Fund's) ability to achieve their investment objectives.

There can be no assurance that adverse developments with respect to such risks will not adversely affect the assets of the Portfolio Funds (and therefore, the Fund) that are indirectly subject to the laws of those countries or the value or realization of the Portfolio Funds' investments.

- *Risks from Political and Economic Policies of the Government of the People's Republic of China.* Changes in the political and economic policies of the government of the PRC may negatively affect the returns of the Portfolio Funds' investments. The PRC economy differs from the economies of most developed countries in many respects, including the extent of government involvement, level of development, growth rate, and control of foreign exchange and allocation of resources. The PRC's economy has been transitioning from a planned economy to a more market-oriented economy. Although the PRC government has implemented measures emphasizing the utilization of market forces for economic reform, the reduction of state ownership of productive assets and the establishment of improved corporate governance in business enterprises, a substantial portion of productive assets in the PRC is still owned by the government. In addition, the PRC government continues to play a significant role in regulating industry development by imposing industrial policies. The PRC government also exercises significant control over economic growth by allocating resources, controlling payment of foreign currency-denominated obligations, setting monetary policy, regulating financial services and institutions, and providing preferential treatment to particular industries or companies. It cannot be predicted whether changes in PRC economic, political, or social conditions and in PRC laws, regulations, and policies will have any negative effect on the current or future business, financial condition or results of operations for companies in which a Portfolio Fund (directly or indirectly) invests. Many economic reforms being undertaken in the PRC are unprecedented or experimental and are subject to adjustment and modification. Such adjustment and modification may have an adverse effect on foreign investment in joint stock companies in the PRC or in listed securities.
- *Certain PRC Securities.* On June 3, 2021, an Executive Order titled, "Addressing the Threat From Securities Investments that Finance Certain Companies of the People's Republic of China" (the "2021 Order") was issued, which revised and superseded Executive Order 13959 issued in November 2020. Beginning on August 2, 2021, the 2021 Order largely prohibits U.S. persons from engaging in the purchase or sale of any publicly traded securities of certain PRC companies involved in military, intelligence and security research and development, weapons and related equipment production under the PRC's military-civil fusion strategy,

and the development or use of surveillance technology to facilitate repression or serious human rights abuses, as identified on the “Chinese Military-Industrial Complex Companies List” maintained by the U.S. Treasury Department’s Office of Foreign Assets Control (the “CMIC Companies List”), or any publicly traded securities that are derivative of securities of companies on the CMIC Companies List or are designed to provide investment exposure to securities of companies on the CMIC Companies List. Any transaction that evades or avoids, has the purpose of evading or avoiding, causes a violation of, or attempts to violate the 2021 Order is also prohibited. Violations of the 2021 Order will be subject to the civil and criminal penalties available under the International Emergency Economic Powers Act. The Fund may invest in Portfolio Funds that in turn invest indirectly in securities of PRC companies. Given the evolving relationship between the United States and the PRC and the ability of the U.S. Treasury Department to increase the number of companies on the CMIC Companies List, it should be expected that the scope and impact of the 2021 Order could increase over time. The Portfolio Funds cannot predict the timing of any such increase in scope or impact, which would have the potential to limit the Portfolio Funds’ ability to pursue their investment strategies or have a negative effect on the Portfolio Funds (and, therefore, the Fund). Restrictions in the U.S. and other countries relating to outbound investments in certain countries or sectors are likely to continue to expand. On August 9, 2023, the Biden administration issued an Executive Order (the “2023 Order”) and accompanying Advance Notice of Proposed Rulemaking that set forth the proposed contours of an outbound investment regime targeting the PRC. Under the proposed regime—which is not presently in effect and the rules of which have not yet been promulgated—U.S. persons would be prohibited from making or knowingly directing, or required to notify the U.S. government regarding, certain investments in entities engaged in certain activities relating to semiconductors and microelectronics, quantum information technologies, and artificial intelligence in “countries of concern” (presently limited to the PRC, including Hong Kong and Macau). The 2023 Order grants the U.S. Secretary of Treasury broad investigative and enforcement authority, including to unwind prohibited transactions, impose civil penalties, and make criminal referrals. Similar regimes relating to outbound investments have been proposed in draft legislation of the U.S. Congress and discussed by other jurisdictions, including the E.U. To the extent any of these current or proposed regulations (or any future similar regulations) affect the Portfolio Funds’ ability to make, manage or dispose of their investments, the Portfolio Funds, their investments and consequently the Fund’s performance could be adversely impacted and such impact cannot be predicted.

- *Use of Indirect Investment Structures.* In order to address PRC legal, regulatory, currency and other restrictions, the Fund may make investments in Portfolio Funds that in turn invest through a variety of indirect investment structures (including, without limitation, variable interest entity structures, as well as other types of structures that involve holding companies, special purpose vehicles, nominees and/or agents). The Portfolio Funds may not be able to exercise the same level of control over an investment made through an indirect investment structure as is

typical in the case of a direct investment structure. In addition, indirect structures carry their own risks, including risks that counter-parties and other participants in such structures may fail to perform their obligations, and risks that such structures may be questioned, attacked or even deemed illegal, invalid or unenforceable by regulators, courts, arbitration tribunals, tax authorities or others. Any such occurrence may impair the Portfolio Funds' (and, therefore, the Fund's) investment performance, divert resources from the Portfolio Funds, or cause other damage.

Currency Fluctuations The Fund values its investments and other assets in the Fund's currency of denomination as set forth in the Fund Documents (the "Base Currency"). The Fund may issue additional classes or sub-classes of interests denominated in currencies other than the Base Currency, subject to the terms of the Fund Documents.

A portion of the Fund's assets may be invested by Portfolio Managers in debt and listed and unlisted equity securities denominated in various currencies and in other financial instruments, the price of which is determined with reference to such currencies. In addition, while the majority of the Portfolio Funds in which the Fund invests are denominated in U.S. dollars, some Portfolio Funds may be denominated in currencies other than the U.S. dollar. The currency of denomination of each Portfolio Fund is referred to herein as the "Portfolio Fund Base Currency". To the extent unhedged, the value of the Fund's net assets will fluctuate with the Base Currency and the Portfolio Fund Base Currency exchange rates, as well as with price changes of a Portfolio Manager's investments in the various local markets and currencies. Forward currency contracts and options may be utilized on behalf of the Fund by Portfolio Managers to hedge against currency fluctuations, but Portfolio Managers are not required to hedge and there can be no assurance that such hedging transactions, even if undertaken, will be effective and will not result in losses greater than if the hedge had not been attempted.

In addition, in accordance with the Fund Documents, the Investment Manager may, but is not obligated to, seek to hedge the Fund's non-Base Currency exposure, but the Fund will be subject to non-Base Currency exchange risks. Under normal circumstances, the Fund (or the relevant classes or sub-classes of the Fund) will incur gains and losses associated with hedging transactions for the purpose of neutralizing the non-Base Currency exposure of the Fund. Under normal circumstances, gains and losses associated with hedging transactions for the purpose of neutralizing, so far as practicable, the non-Base Currency exposure of the Fund attributable to the Fund's investments in securities or Portfolio Funds denominated in currencies other than the Base Currency will be allocated pro rata to each class issued by the Fund. Investors should also note that there can be no guarantee that any hedges which the Investment Manager puts in place will be effective at neutralizing the impact of fluctuations in the exchange rates. The Investment Manager retains the sole discretion to determine how, when and to what extent to engage in currency hedging transactions. Although the Investment Manager will seek to use prudent hedging techniques, the Fund may be exposed to considerable losses as a result of its hedging policy. Since the assets of the Fund will be held in a single portfolio, there will be no segregation of liabilities between the separate classes of the Fund and, therefore, the entire portfolio of the Fund may be at risk in the unlikely event that irrecoverable losses are incurred in connection with such hedging transactions.

Hedging Transactions The Portfolio Funds may invest in securities and utilize financial instruments, including, but not limited to, forward contracts, currency options and interest rate swaps, caps and floors both for investment purposes and hedging purposes in order to: (i) protect against possible changes in the market value of portfolio positions resulting from fluctuations in the securities markets and changes in interest rates, (ii) protect the unrealized gains in the value of portfolio positions, (iii) facilitate the sale of any such investments, (iv) enhance or preserve returns, spreads or gains on any investment in a portfolio, (v) hedge the interest rate or currency exchange rate on any liabilities or assets, (vi) protect against any increase in the price of any securities which purchase is anticipated at a later date or (vii) for any other reason that such Portfolio Manager deems appropriate. The Fund may also utilize such financial instruments for these types of hedging purposes.

Hedging against a decline in the value of a portfolio position does not eliminate fluctuations in the values of portfolio positions or prevent losses if the values of such positions decline, but establishes other positions designed to gain from those same developments, thus moderating the decline in the portfolio position's value. Such hedging transactions also limit the opportunity for gain if the value of the portfolio position should increase. Moreover, it may not be possible for the Fund or such Portfolio Funds (the "Hedging Parties") to hedge against an exchange rate, interest rate or security price fluctuation that is so generally anticipated that the relevant Hedging Party is not able to enter into a hedging transaction at a price sufficient to protect its assets from the decline in value of the portfolio positions anticipated as a result of such fluctuations.

The Hedging Parties are not required to attempt to hedge portfolio positions and, for various reasons, may determine not to do so. Furthermore, a Hedging Party may not anticipate a particular risk so as to hedge against it. While a Hedging Party may enter into hedging transactions to seek to reduce risk, such transactions may result in a poorer overall performance for such Hedging Party than if such Hedging Party had not engaged in any such hedging transaction. In addition, the degree of correlation between price movements of the instruments used in a hedging strategy and price movements in the portfolio position being hedged may vary. For a variety of reasons, a Hedging Party may not seek to establish a perfect correlation between such hedging instruments and the portfolio holdings being hedged. Such imperfect correlation may prevent such Hedging Party from achieving the intended hedge or expose such Hedging Party to risk of loss. The successful utilization of hedging and risk management transactions requires skills complementary to those needed in the selection of the Portfolio Funds' and Fund's portfolio holdings. Moreover, it should be noted that a portfolio will always be exposed to certain risks that cannot be hedged, such as credit risk (relating both to particular securities and counterparties), "liquidity risk" and "widening" risk.

Forward Trading The Fund may invest with Portfolio Managers that in turn may enter into forward contracts. Forward contracts and options thereon, unlike futures contracts, are not traded on exchanges and are not standardized; rather, banks and dealers act as principals in these markets, negotiating each transaction on an individual basis. Forward and "cash" trading is substantially unregulated; there is no limitation on daily price movements and speculative position limits are not applicable. The principals who deal in the forward markets are not required to continue to make markets in the currencies or commodities they trade and these markets can experience periods of illiquidity, sometimes of significant duration. There have been periods during which certain participants in these markets have refused to quote prices for certain

currencies or commodities or have quoted prices with an unusually wide spread between the price at which they were prepared to buy and that at which they were prepared to sell. Disruptions can occur in any market traded by the Portfolio Managers due to unusually high trading volume, political intervention or other factors. The imposition of controls by governmental authorities might also limit such forward (and futures) trading to less than that which the Portfolio Managers would otherwise recommend, to the possible detriment of the Fund. Market illiquidity or disruption could result in major losses to the Fund. In addition, managed accounts or Portfolio Funds in which the assets of the Fund are invested may be exposed to credit risks with regard to counterparties with whom the Portfolio Managers trade as well as risks relating to settlement default. Such risks could result in substantial losses to the Fund. To the extent possible, the Investment Manager endeavors to select Portfolio Managers that it believes will deal only with counterparties that are creditworthy and reputable institutions, but such counterparties may not be rated investment grade.

Futures and Other Derivative Instruments Portfolio Managers may invest in certain futures contracts, including stock index futures contracts, futures contracts on government securities, interest rates, non-U.S. currencies, metals and energy products, and such Portfolio Managers may trade options on such futures contracts, including purchasing call options, writing (selling) naked or covered call options and purchasing or selling put options on such futures contracts. Portfolio Managers may also purchase or sell options on securities and securities indices. In addition, Portfolio Managers may enter into forward contracts, currency transactions and various swap and swap like arrangements.

Futures contracts markets are highly volatile and are influenced by a variety of factors, including national and international political and economic developments. In addition, because of the low margin deposits normally required in futures trading, a high degree of leverage is typical of a futures trading account. As a result, a relatively small price movement in a futures contract may result in substantial losses to the trader. Moreover, futures positions are marked to market each day and variation margin payments must be paid to or by a trader.

Positions in futures contracts may be closed out only on the exchange on which they were entered into or through a linked exchange, and no secondary market exists for such contracts. Although the Portfolio Managers typically enter into futures contracts only if an active market exists for any futures contracts, no assurance can be given that an active market will exist for the contracts at any particular time. Certain futures exchanges do not permit trading in particular futures contracts at prices that represent a fluctuation in price during a single day's trading beyond certain set limits. If prices fluctuate during a single day's trading beyond those limits, a Portfolio Manager could be prevented from promptly liquidating unfavorable positions and thus be subjected to substantial losses.

In addition, the U.S. Commodity Futures Trading Commission (the "CFTC") and various exchanges impose speculative position limits on the number of positions a person or group may hold or control in particular commodities. For purposes of complying with speculative position limits, a Portfolio Manager's outright positions (*i.e.*, those that are not bona fide hedge positions or spread positions specifically exempted from speculative limits) may be aggregated with positions of certain related persons and, as a result, a Portfolio Manager may be unable to take

positions in particular futures contracts or may be forced to liquidate positions in particular futures contracts.

When used for hedging purposes, an imperfect or variable degree of correlation between price movements of the futures contracts and the underlying investment sought to be hedged may prevent a Portfolio Manager from achieving the intended hedging effect or expose such Portfolio Manager (and, therefore, the Fund) to the risk of loss.

Unlike trading on U.S. futures exchanges, trading on non-U.S. futures exchanges is not regulated by the CFTC and may be subject to greater risks than trading on U.S. exchanges. For example, some non-U.S. exchanges are principal markets so that no common clearing facility exists and a trader may look only to the broker for performance of the contract. In addition, unless a Portfolio Manager hedges against fluctuations in the exchange rate between the Portfolio Fund Base Currency and the currencies in which trading is done on the relevant exchanges, any profits that a Portfolio Manager (and, therefore, the Fund) might realize in trading could be eliminated by adverse changes in the exchange rate, or the Portfolio Manager (and, therefore, the Fund) could incur losses as a result of those changes.

Use of other derivative instruments presents many of the same risks as those discussed above regarding futures contracts, including those risks relating to volatility, liquidity, hedging and non-U.S. trading.

Options The Portfolio Managers may engage in the trading of equity, fixed income, currency and commodity options including options on futures and physical commodities. Such trading involves risks substantially similar to those involved in trading margined securities or commodity futures contracts, in that options are speculative and highly leveraged. An option is a derivative contract that grants the holder the right, but not the obligation, to buy or sell a security or other financial asset at an agreed-upon price during a certain period of time or on a specific date. Options trading involves certain specific risks. Specific market movements of the option and the instruments underlying an option cannot be predicted. No assurance can be given that a liquid offset market will exist for any particular option or at any particular time. If no liquid offset market exists, a Portfolio Manager might not be able to effect an offsetting transaction in a particular option. To realize any profit in the case of an option, therefore, the option holder would need to exercise the option and comply with margin requirements for the underlying instrument. A writer could not terminate the obligation until the option expired or the writer was assigned an exercise notice. The purchaser of an option is subject to the risk of losing the entire purchase price of the option. The writer of an option is subject to the risk of loss resulting from the difference between the premium received for the option and the price of the futures contract underlying the option that the writer must purchase or deliver upon exercise of the option. The writer of a naked option may have to purchase the underlying contract in the market for substantially more than the exercise price of the option in order to satisfy his or her delivery obligations. This could result in a large net loss.

Stock or index options that may be purchased or sold by a Portfolio Manager may include options not traded on a securities exchange. The risk of nonperformance by the obligor on such an option may be greater and the ease with which a Portfolio Manager can dispose of or enter into

closing transactions with respect to such an option may be less than in the case of an exchange-traded option.

Swap Agreements The Portfolio Managers may use equity, interest rate, index and currency swap agreements. Swap agreements are two-party contracts entered into primarily by institutional investors for periods ranging from a few weeks to more than a year. In a standard swap transaction, two parties agree to exchange the returns earned on specified assets, such as the return on, or increase in value of, a particular dollar amount invested at a particular interest rate, in a particular non-U.S. currency or in a “basket” of securities representing a particular index. The use of swaps is a highly specialized activity that involves investment techniques and risks different from those associated with ordinary securities transactions. Interest rate swaps, for example, do not typically involve the delivery of securities, other underlying assets or principal. Accordingly, the market risk of loss with respect to an interest rate swap is often limited to the amount of interest payments that the Portfolio Manager is contractually obligated to make on a net basis.

Virtual Currencies Portfolio Managers may, subject to applicable law, invest in virtual or “crypto” currencies and other similar digital assets (collectively, “Virtual Currencies”). Certain jurisdictions have adopted or may in the future adopt laws, regulations, policies or rules that (i) may restrict the Fund from directly investing in Virtual Currencies or (ii) may impose additional requirements on the Fund in connection with its direct investments in Virtual Currencies. Accordingly, the Fund’s investments in Virtual Currencies, if any, are expected to be made indirectly through such investments made by Investment Vehicles. Unlike traditional fiat currencies, Virtual Currencies are not legal tender in many jurisdictions (including the United States), and their value is not backed by the credit of any sovereign body. The price of a Virtual Currency is based entirely on the perceived value of such Virtual Currency and thus is highly sensitive to changes in sentiment. To date, there has been a wide range of views among market participants regarding the value of Virtual Currencies, which has made the prices of such investments highly volatile. Such extreme price volatility has resulted in rapid and significant losses for market participants and could do so in the future. (See also “*Volatility*” above.)

Virtual Currencies can be traded through privately negotiated transactions and through numerous Virtual Currency exchanges and intermediaries around the world. The lack of a centralized pricing source poses a variety of valuation challenges. In addition, the dispersed liquidity may pose challenges for market participants trying to exit a position, particularly during periods of stress. (See also “*Illiquid Markets*” below.)

Virtual Currencies and related “wallets” or spot exchanges are subject to various cybersecurity risks, such as hacking vulnerabilities and a risk that publicly distributed ledgers may be changeable. A cybersecurity event could result in a substantial, immediate, and irreversible loss for a Portfolio Fund (and therefore, the Fund) to the extent that it trades Virtual Currencies. Even a minor cybersecurity event in a particular virtual currency is likely to result in downward price pressure on that product and potentially other Virtual Currencies.

Virtual Currency balances are generally maintained as an address on the blockchain and are accessed through private keys, which may be held by a market participant or a custodian. Although Virtual Currency transactions are typically publicly available on a blockchain or distributed ledger, the public address does not identify the controller, owner, or holder of the

private key. Unlike bank and brokerage accounts, Virtual Currency exchanges and custodians that hold Virtual Currencies do not always identify the owner. The opaque underlying or spot market poses asset verification challenges for market participants (such as a Portfolio Fund), regulators, and auditors and gives rise to an increased risk of manipulation and fraud, including the potential for Ponzi schemes, “bucket shops,” and “pump-and-dump” schemes, any of which could result in losses to a Portfolio Fund (and therefore, the Fund).

Virtual Currency exchanges, as well as other intermediaries, custodians, and vendors used to facilitate Virtual Currency transactions, are relatively new and largely unregulated in both the United States and many non-U.S. jurisdictions. Virtual Currency exchanges generally purchase Virtual Currencies for their own account on the public ledger and allocate positions to customers through internal bookkeeping entries while maintaining exclusive control of the private keys. Under this structure, Virtual Currency exchanges collect large amounts of customer funds for the purpose of buying and holding Virtual Currencies on behalf of their customers. The opaque underlying spot market and lack of regulatory oversight creates a risk that a Virtual Currency exchange may not hold sufficient Virtual Currency and/or funds to satisfy its obligations and that such deficiency may not be easily identified or discovered. In addition, many Virtual Currency exchanges have experienced significant outages, downtime, and transaction processing delays and may have a higher level of operational risk than regulated futures or securities exchanges. To the extent that a Portfolio Fund’s investments in Virtual Currencies and/or Virtual Currency derivative instruments, if any, are traded or held through an exchange, intermediary, or custodian, these risks may result in the loss or seizure of all or a portion of a Portfolio Fund’s Virtual Currency and/or Virtual Currency derivative instrument holdings and/or such Portfolio Fund not being able to purchase or sell such investments at times it otherwise would have, which could cause such Portfolio Fund (and therefore, the Fund) to suffer losses.

Virtual Currencies currently face an uncertain regulatory landscape in the United States and many non-U.S. jurisdictions. In the United States, Virtual Currencies are not subject to federal regulatory oversight but may be regulated by one or more state regulatory bodies. In addition, many Virtual Currency derivative instruments are regulated by the CFTC, and the SEC has cautioned that many initial coin offerings are likely to fall within the definition of a security and, therefore, subject to U.S. securities laws. One or more jurisdictions may, in the future, adopt laws, regulations, or directives that affect Virtual Currency networks and their users. Such laws, regulations, or directives may impact the price of Virtual Currencies and/or Virtual Currency derivative instruments and their acceptance by users, merchants, and Service Providers, as well as a Portfolio Fund’s ability to trade Virtual Currencies and/or Virtual Currency derivative instruments.

The relatively new and rapidly evolving technology underlying Virtual Currencies introduces unique risks. For example, a unique private key is required to access, use, or transfer a Virtual Currency on a blockchain or distributed ledger. The loss, theft, or destruction of a private key may result in an irreversible loss. The ability to participate in “forks” (*i.e.*, modifications to a Virtual Currency’s code or protocol that result in permanent or temporary divergences from the previous version of the blockchain or distributed ledger) could also have implications for investors in Virtual Currencies. For example, a market participant holding a Virtual Currency position through a Virtual Currency exchange may be adversely impacted if the exchange does not allow its customers to participate in a fork that creates a new product.

Many Virtual Currencies allow market participants to offer miners (*i.e.*, parties that process transactions and record them on a blockchain or distributed ledger) a fee. While not mandatory, a fee is generally necessary to ensure that a transaction is promptly recorded on a blockchain or distributed ledger. The amounts of these fees are subject to market forces and it is possible that the fees could increase substantially during a period of stress. In addition, Virtual Currency exchanges, wallet providers, and other custodians may charge high fees relative to custodians in many other financial markets. Such transaction and other fees may reduce the returns of a Portfolio Fund's investments in Virtual Currencies and/or Virtual Currency derivative instruments.

Virtual Currency derivative instruments are generally subject (directly and/or indirectly) to the risks outlined above and may present certain additional risks. For example, the initial margin for Virtual Currency derivative instruments may be set as a percentage of the value of a particular contract, which means that margin requirements for long positions can increase if the price of the contract rises. In addition, some futures commission merchants may pose restrictions on customer trading activity in Virtual Currency derivative instruments, such as requiring additional margin, imposing position limits, prohibiting naked shorting, or prohibiting give-in transactions. The rules of certain designated contract markets impose trading halts that may restrict a market participant's ability to exit a position during a period of high volatility. These risks may adversely affect a Portfolio Fund's investments in Virtual Currency derivative instruments.

Commodity and Financial Futures Contracts Portfolio Funds may invest in commodity and financial futures contracts and options thereon. Commodity and financial markets are highly volatile and are influenced by a variety of factors, including national and international political and economic developments. The profitability of such an investment depends on the ability of a Portfolio Manager to analyze correctly the commodity markets, which are influenced by, among other things, changing supply and demand relationships, weather, governmental agricultural, commercial and trade programs and policies designed to influence commodity prices, world political and economic events, and changes in interest rates. Portfolio Managers have no control over the factors that affect the price of commodities. Accordingly, the value of a Portfolio Fund could change substantially and in a rapid and unpredictable manner, which may adversely affect the performance of the Fund.

Moreover, investments in commodity and financial futures and options contracts involve additional risks including, without limitation, leverage (margin is usually only 5-15% of the face value of the contract and exposure can be nearly unlimited). The CFTC and futures exchanges have established limits referred to as "speculative position limits" on the maximum net long or net short position which any person may hold or control in particular commodity or financial futures contracts. All of the positions held by all accounts owned or controlled by a Portfolio Fund and its Portfolio Manager will be aggregated for the purposes of determining compliance with position limits. It is possible that positions held by a Portfolio Fund may have to be liquidated in order to avoid exceeding such limits. Such modification or liquidation, if required, could adversely affect the operations and profitability of such a Portfolio Fund.

When used for hedging purposes, an imperfect or variable degree of correlation between price movements of the futures contracts and the underlying investment sought to be hedged may prevent a Portfolio Manager from achieving the intended hedging effect or expose such Portfolio Manager (and, therefore, the Fund) to the risk of loss.

Interest Rate Risk The Portfolio Funds are subject to interest rate risk. Generally, the value of fixed income securities will change inversely with changes in interest rates. As interest rates rise, the market value of fixed income securities tends to decrease. Conversely, as interest rates fall, the market value of fixed income securities tends to increase. This risk will be greater for long-term securities than for short-term securities.

The prices of securities tend to be sensitive to interest rate fluctuations and unexpected fluctuations in interest rates could cause the corresponding prices of the long and short portions of a position to move in directions which were not initially anticipated. In addition, interest rate increases generally will increase the interest carrying costs to their portfolio(s) of borrowed securities and leveraged investments. To the extent that interest rate assumptions underlie the hedge ratios implemented in any hedging of a particular position, fluctuations in interest rates could invalidate those underlying assumptions and expose their portfolio(s) to losses.

The Portfolio Managers may attempt to minimize the exposure of their portfolio(s) to interest rate changes through the use of floating rate credit instruments (such as credit default swaps), interest rate swaps, interest rate futures and/or interest rate options. In addition, offsetting long and short positions can mitigate interest rate exposure in their portfolio(s). However, there can be no guarantee that the Portfolio Managers will be successful in fully mitigating the impact of interest rate changes in their respective portfolio(s).

Benchmark Rates Many financial instruments use or may use a floating rate based on the London Interbank Offered Rate, or “LIBOR,” which is the offered rate for short-term Eurodollar deposits between major international banks. In March 2021, the U.K. Financial Conduct Authority announced that Sterling, Euro, Swiss Franc and Japanese Yen LIBOR panels, as well as panels for 1-week and 2-month US dollar LIBOR, would cease at the end of 2021, with the remaining US dollar LIBOR panels ceasing at the end of June 2023. The overnight and 12-month US dollar LIBOR settings have now permanently ceased. There remains uncertainty regarding the future utilization of LIBOR and the nature of any replacement rate. The discontinuation of LIBOR could have a significant impact on the financial markets and may present a risk for certain market participants, including public companies, investment advisers, investment companies, and broker-dealers. The Investment Manager is unable to predict the effect of any changes to LIBOR, the establishment and success of any alternative reference rates, or any other reforms to LIBOR or any replacement of LIBOR that may be enacted in the U.K. or elsewhere. As an alternative to LIBOR, the U.S. Federal Reserve has identified the Secured Overnight Financing Rate (“SOFR”), a risk-free rate calculated by short-term repurchase agreements, backed by U.S. Treasury Instruments, as a replacement for U.S.-dollar LIBOR. In December 2022, the U.S. Federal Reserve adopted a final rule implementing the LIBOR Act by identifying benchmark rates based on SOFR that will replace LIBOR in certain financial contracts after June 30, 2023. Market participants in the syndicated loan market have begun making SOFR-based loans. However, it remains unclear whether alternative reference rates, such as SOFR, will attain market acceptance as replacements for LIBOR. It is not possible to predict all potential effects of these changes on U.S. and global credit markets on the Fund or the Portfolio Funds or their ability to obtain favorable financing terms for their underlying investments. Changes to the method of determining LIBOR or certain other benchmark rates or indices or the selection of a replacement for LIBOR may affect the value of investments held by the Fund and/or the Portfolio Funds and could affect the results of operations and financial results. Transition away from LIBOR as a benchmark reference for

interest rates may (i) affect the cost of capital, (ii) require amending or restructuring debt instruments and related hedging arrangements for the securities and obligations held, directly or indirectly by the Fund or the Portfolio Funds and (iii) impact the value of floating rate instruments based on LIBOR that may be held, directly or indirectly by the Fund or the Portfolio Funds, which could result in additional costs or adversely affect the investments' liquidity, operations and financial condition. Furthermore, certain portfolio investments in which the Investment Manager or the Portfolio Managers may invest may be borrowers of LIBOR-linked debt obligations, such as LIBOR-based credit agreements and floating rate notes, and may be negatively impacted by any changes to LIBOR and the uncertainty relating thereto. The risks associated with LIBOR's discontinuation and transition will be exacerbated if the work necessary to effect an orderly transition to an alternative reference rate is not completed in a timely manner.

Reliance on Models, Data Availability and Accuracy It is expected that some Portfolio Managers rely on quantitative models to develop or refine their trading strategies. Quantitative models rely on historical and current market and other data provided by third parties. Any interruption in the flow of data, or an inability to appropriately process, clean or analyze such data is likely to disrupt a Portfolio Manager's ability to trade effectively. In addition, no assurance can be provided that the data supplied by third parties is accurate. There may be inaccuracies in such data and errors may be made in incorporating such data into models and analyses used. Investment decisions (including hedging decisions, if any) made, or programming code, on the basis of inaccurate or incomplete information could have a negative effect on a Portfolio Manager's ability to trade and may cause positions to be unintentionally liquidated and/or cause a Portfolio Manager to accumulate positions it would not have sought to accumulate with accurate data. It is not expected that Investors (or the Fund) will be notified when such issues occur.

Furthermore, because models tend to become less accurate over time, Portfolio Managers may update their models with recent data. It is not possible for Portfolio Managers to integrate all relevant data into the quantitative models that are developed. Subjective decisions are expected to be made regarding what data to integrate into their models. In making such determinations, a Portfolio Manager may consider various factors, including the cost of obtaining such data, the technology cost of incorporating such data into the applicable Portfolio Fund's research and trading infrastructure, and the reliability of the third party providing such data. The acquisition and/or processing of data from third parties are significant components of the modeling utilized by Portfolio Managers and inaccuracies in such data or the processing thereof could have a negative effect on a Portfolio Manager's trading performance and, as such a negative effect on the results of the applicable Portfolio Fund and therefore the Fund.

Debt Securities; Bank Debt Certain Portfolio Managers may invest in corporate debt obligations and other forms of indebtedness, including commercial paper. Such instruments are subject to the risk of an issuer's ability to meet principal and interest payments on the obligation (credit risk), and may also be subject to price volatility due to such factors as interest rate sensitivity, market perception of the creditworthiness of the issuer and general market liquidity (market risk). With bonds and other fixed income securities, a rise in interest rates typically causes a fall in values, while a fall in interest rates typically causes a rise in values. Debt securities generally involve less market risk than stocks. However, the risk of debt securities can vary significantly depending upon factors such as the issuer and maturity. For example, the issuer of a security or the counterparty to a contract may default or otherwise become unable to honor a

financial obligation. The debt securities of some companies may be riskier than the stocks of others.

Certain Portfolio Managers may invest in bank loans and participations. Risks associated with these obligations include, but are not limited to: inadequate perfection of the security interest granted under the loan documents, the possible invalidation or compromise of a loan transaction as a fraudulent conveyance or preference under relevant creditors' rights laws; so-called lender-liability claims by the issuer of the obligations; the validity and seniority of bank claims and guarantees; environmental liability that may arise with respect to collateral securing the obligations; adverse consequences resulting from participating in such instruments with other institutions with lower credit quality; long and less certain settlement periods; counterparty credit risk due to delayed settlement of the bank loan transactions; limitations on the ability of a Portfolio Manager to directly enforce its rights with respect to participations and illiquidity in the market for the resale of such loans.

Lower-Rated Securities Certain Portfolio Managers may invest and transact in lower-rated fixed income securities and other instruments, sometimes referred to as "high yield" or "junk" bonds. Lower-rated securities may include securities that have the lowest rating or are in default. Investing in lower-rated securities involves special risks in addition to the risks associated with investments in higher-rated fixed income securities, including a high degree of credit risk. Lower-rated securities may be regarded as predominately speculative with respect to the issuer's continuing ability to meet principal and interest payments. Analysis of the creditworthiness of issuers/issues of lower-rated securities may be more complex than for issuers/issues of higher quality debt securities. Lower-rated securities may be more susceptible to losses and real or perceived adverse economic and competitive industry conditions than higher-grade securities. Securities that are in the lowest rating category are considered to have extremely poor prospects of ever attaining any real investment standing, to have a current identifiable vulnerability to default and to be unlikely to have the capacity to pay interest and repay principal. The secondary markets on which lower-rated securities are traded may be less liquid than the market for higher-grade securities. Less liquidity in the secondary trading markets could adversely affect and cause large fluctuations in the value of such investments. Adverse publicity and investor perceptions, whether or not based on fundamental analysis, may decrease the values and liquidity of lower-rated securities, especially in a thinly traded market. Furthermore, with respect to certain residential and commercial mortgage-backed securities, it is difficult to obtain current reliable information regarding delinquency rates, prepayment rates, and servicing records, as well as updated cash flows.

The use of credit ratings as the sole method of evaluating lower-rated securities can involve certain risks. For example, credit ratings evaluate the safety of principal and interest payments, not the market value risk of lower-rated securities. In addition, credit rating agencies may fail to change credit ratings in a timely fashion to reflect events since the security was rated.

Structured Products Certain Portfolio Funds may invest in securities backed by, or representing interests in, certain underlying instruments ("structured products"). The cash flow on the underlying instruments may be apportioned among the structured products to create securities with different investment characteristics such as varying maturities, payment priorities and interest rate provisions, and the extent of the payments made with respect to the structured products is

dependent on the extent of the cash flow on the underlying instruments. Certain Portfolio Funds may invest in structured products that represent derived investment positions based on relationships among different markets or asset classes and will be subject to the varied risks associated with such markets and/or asset classes. Further, if such markets and/or asset classes fail to perform in a manner anticipated by the applicable Portfolio Manager, the structured product representing such positions may not perform as anticipated and losses can result.

Asset-Backed Securities Certain Portfolio Funds may invest in asset-backed securities, which are securities backed by assets such as mortgages (including residential or commercial mortgages), trade claims, installment sale contracts, credit card receivables, collateralized debt obligations or other assets (“ABS”). ABS are “pass-through” securities, meaning that principal and interest payments, net of expenses, made by the borrower on the underlying assets are passed through to the relevant Portfolio Fund. The value of ABS, like that of traditional fixed-income securities, typically increases when interest rates fall and decreases when interest rates rise. However, ABS differ from traditional fixed income securities because of their potential for prepayment. The price paid by a Portfolio Fund for such securities, the yield such Portfolio Fund expects to receive from such securities and the average life of such securities are based on a number of unpredictable factors, including the anticipated rate of prepayment of the underlying assets, and are therefore subject to the risk that the ABS will lose value. ABS are also subject to the general risks associated with investing in physical assets such as real estate; that is, they may lose value if the value of the underlying asset declines.

The investment characteristics of ABS differ from traditional debt securities. Among the major differences are that interest and principal payments are made more frequently, usually monthly, and that the principal may be prepaid at any time because the underlying loans or other assets generally may be prepaid at any time.

However, the collateral supporting ABS is generally of shorter maturity than certain other types of loans and is less likely to experience substantial prepayments. ABS are often backed by pools of any variety of assets, including, for example, leases, mobile home loans and aircraft leases, which represent the obligations of a number of different parties and use credit enhancement techniques such as letters of credit, guarantees or preference rights. The market value of an ABS is affected by changes in the market’s perception of the asset backing such ABS and the creditworthiness of the servicer for the loan pool, the originator of the loans or the financial institution providing any credit enhancement, as well as by the expiration or removal of any credit enhancement.

Holders of ABS bear various other risks, including credit risks, liquidity risks, interest rate risks, market risks, operations risks, structural risks and legal risks.

Credit risk arises from (i) losses due to defaults by obligors under the underlying collateral and (ii) the issuing vehicle’s or servicer’s failure to perform their respective obligations under the transaction documents governing the asset-backed securities. These two risks may be related, as, for example, in the case of a servicer that does not provide adequate credit-review scrutiny to the underlying collateral, leading to a higher incidence of defaults.

Market risk arises from the cash flow characteristics of the ABS, which for most ABS tend to be predictable. The greatest variability in cash flows comes from credit performance, including the presence of wind-down or acceleration features designed to protect the investor in the event that credit losses in the portfolio rise well above expected levels.

Interest rate risk arises for the issuer from (i) the pricing terms on the underlying collateral, (ii) the terms of the interest rate paid to holders of the asset-backed securities and (iii) the need to mark to market the excess servicing or spread account proceeds carried on the issuing vehicle's balance sheet. For the holder of the security, interest rate risk depends on the expected life of the ABS, which may depend on prepayments on the underlying assets or the occurrence of wind-down or termination events. If the servicer becomes subject to financial difficulty or otherwise ceases to be able to carry out its functions, it may be difficult to find other acceptable substitute servicers and cash flow disruptions or losses may occur, particularly with underlying collateral comprised of non-standard receivables or receivables originated by private retailers who collect many of the payments at their stores.

Structural and legal risks include the possibility that, in a bankruptcy or similar proceeding involving the originator or the servicer (often the same entity or affiliates), a court having jurisdiction over the proceeding could determine that, because of the degree to which cash flows on the assets of the issuing vehicle may have been commingled with cash flows on the originator's other assets (or similar reasons), (i) the assets of the issuing vehicle could be treated as never having been truly sold by the originator to the issuing vehicle and could be substantively consolidated with those of the originator, or (ii) the transfer of such assets to the issuer could be voided as a fraudulent transfer. The time and expense related to a challenge of such a determination also could result in losses and/or delayed cash flows.

In addition, investments in subordinated ABS involve greater credit risk of default than the senior classes of the issue or series. Default risks may be further pronounced in the case of ABS secured by, or evidencing an interest in, a relatively small or less diverse pool of underlying loans. Certain subordinated securities in an ABS issue generally absorb all losses from default before any other class of securities in such issue is at risk, particularly if such securities have been issued with little or no credit enhancement equity. Such securities, therefore, possess some of the attributes typically associated with equity investments.

Another risk associated with ABS is that the collateral that secures an ABS, such as credit card receivables, may be unsecured. In the case of credit card receivables, debtors are additionally entitled to the protection of a number of state and federal consumer loan laws, many of which give such debtors the right to set off certain amounts owed on the credit cards, thereby reducing the balance due. For ABS that are backed by automobile receivables, such ABS pose a risk because most issuers of such ABS permit the servicers to retain possession of the underlying obligations. Because of the large number of vehicles involved in a typical issuance and technical requirements under state laws, the trustee for the holders of the ABS may not have a proper security interest in all of the obligations backing such ABS. Therefore, there is a possibility that recoveries on repossessed collateral may not, in some cases, be available to support payments on these securities. As the foregoing shows, an underlying risk of investing in ABS is the dependence on debtors to timely pay their consumer loans.

Mortgage-backed securities are further subject to certain specific risks, such as risks associated with geographic concentration within a pool of mortgage-backed securities and the limited market for defaulted mortgage loans or foreclosed properties.

Trade and Other General Unsecured Claims Certain Portfolio Funds may acquire interests in claims of trade creditors (“Trade Claims”). Trade Claims generally include, but are not limited to, claims of suppliers for goods delivered and for which payment has not been made, claims for unpaid services rendered, claims for contract rejection and interests in claims related to litigation. Trade Claims are typically unsecured and may, in unusual circumstances, be subordinated to other unsecured obligations of the debtor. Such Portfolio Funds may also acquire, the claims of other general unsecured claim holders of a debtor. The repayment of such claims and Trade Claims is subject to significant uncertainties, including potential set-off by the debtor, characterization of “preferences” in bankruptcy as well as the other uncertainties described herein with respect to other distressed debt obligations.

Rights and Warrants A right is a privilege granted to existing shareholders of a corporation to subscribe to shares of a new issue of common stock before it is issued. Rights normally have a short life, usually two to four weeks, are freely transferable and entitle the holder to buy the new common stock at a lower price than the public offering price. Warrants are securities that are usually issued together with a debt security or preferred stock and that give the holder the right to buy a proportionate amount of common stock at a specified price. Warrants are freely transferable and are traded on major exchanges. Unlike rights, warrants normally have a life that is measured in years and entitles the holder to buy common stock of a company at a price that is usually higher than the market price at the time the warrant is issued. Corporations often issue warrants to make the accompanying debt security more attractive.

Certain Portfolio Funds may acquire an investment in warrants and rights which may entail greater risks than certain other types of investments. Generally, rights and warrants do not carry the right to receive dividends or exercise voting rights with respect to the underlying securities, and they do not represent any rights in the assets of the issuer. In addition, their value does not necessarily change with the value of the underlying securities, and they cease to have value if they are not exercised on or before their expiration date. Investing in rights and warrants increases the potential profit or loss to be realized from the investment as compared with investing the same amount in the underlying securities.

Project Finance Investments Certain Portfolio Managers may make investments in securities issued to finance the development of infrastructure in the U.S. and outside of the U.S., including, for example, highways, airports, water and sewerage facilities, and energy distribution and telecommunication networks, schools, universities, hospitals, public housing and prisons. Investments in infrastructure are highly regulated and a failure by a Portfolio Manager to comply with all applicable regulations may result in a substantial loss on investment. Some infrastructure projects may be in unstable political environments, which could impact the efficiency of an operation or prevent the continued operation of an asset in extreme circumstances. Although the liquidity of infrastructure investments varies by project, the market for these assets is generally not liquid and a Portfolio Manager may not be able to readily liquidate an investment. There are varying levels of liability and liability protection incorporated in infrastructure investments. Governmental liability shields may not transfer to new operators.

Energy Investments Certain Portfolio Funds may invest in the energy sector, including master limited partnerships that are publicly traded (“MLPs”) and MLP-related entities (collectively, “Energy Investments”). The value of Energy Investments will depend on many factors beyond the control of the Portfolio Managers, the Investment Manager and/or the Fund. These include, but are not limited to: (i) fluctuations in energy commodity prices; (ii) decreases in the production of natural gas, natural gas liquids, crude oil, coal or other energy commodities, or decreases in the volume of energy commodities available for transportation, processing, storage or distribution; (iii) declines in demand for energy commodities; (iv) depletion of energy commodities over time; (v) exploration risk; (vi) changes in federal, state and local governmental policies and regulations relating to the production and distribution of energy, including those governing how energy facilities are constructed, maintained and operated, environmental and safety controls, and energy prices and taxation; (vii) fluctuations in interest rates; and (viii) the occurrence of catastrophes, terrorism, or market disruption.

Proprietary Investment Strategies Portfolio Managers use proprietary investment strategies that are based on considerations and factors that are not typically fully disclosed to the Investment Manager or the Fund. These strategies may involve risks under some market conditions that are not anticipated by the Investment Manager or the Fund. The Portfolio Managers generally use investment strategies that are different than those typically employed by traditional managers of portfolios of stocks and bonds. The investment niche, arbitrage opportunity or market inefficiency exploited by a Portfolio Manager may become less profitable over time as such Portfolio Manager and competing asset managers or investors manage a larger group of assets in the same or similar manner (tending to arbitrage away the profit opportunities), or market conditions change. The strategies employed by the Portfolio Managers may involve significantly more risk and higher transaction costs than more traditional investment methods. Subject to the terms of the Fund Documents, the Fund seeks to reduce these risks by allocating the investments of the Fund among a variety of different Portfolio Managers using investment strategies with returns that are not expected to be highly correlated with one another so that the volatility of different strategies (the profits from one Portfolio Manager and the losses from another) tends to reduce the overall fluctuation in value of the Fund’s assets. It is possible that the performance of the Portfolio Managers may be closely correlated in some market conditions, resulting (if those returns are negative) in significant losses to the Fund and its Investors.

Quantitative Trading Risk Certain Portfolio Managers may pursue quantitative or systematic trading strategies in which a Portfolio Manager uses computer pricing models to identify apparently overpriced or underpriced instruments in relationship to an assumed norm. Some quantitative strategies incorporate a discretionary component in which a Portfolio Manager can override the recommendation of the computer model, whereas other quantitative strategies trade solely based on the model’s outputs. Trading based on these models is based on the underlying assumption that the model and the concepts utilized by the model are reliable and is subject to the risks that the price of the instruments being traded will not increase or decrease as predicted by the models, or that trades dictated by the models may not be executed in time to take advantage of the price disparities. The model may be more effective with certain instruments than with others, and not all factors driving instruments’ prices can be identified, much less quantified by the Portfolio Managers. In particular, there is a greater risk of divergence between the model and market movement if a Portfolio Manager is using a model with respect to a market in which it has limited trading experience or where such market has undergone considerable restructuring.

Any factor which would make it more difficult to execute trades in accordance with the models' signals, such as a significant lessening of liquidity in a particular market or a market's inefficiency, would also be detrimental to profitability. Most quantitative computer models cannot fully match the complexity of the financial markets and therefore sudden unanticipated changes in underlying market conditions can have a materially negative effect on the performance of a Portfolio Fund. The trading decisions of certain Portfolio Managers will be based on trading strategies which utilize the mathematical analysis of past price behavior. The future profitability of these strategies depends upon the ability of the future price action to not be materially different from the past. A Portfolio Fund may incur substantial trading losses during periods when markets behave substantially different from the period in which the applicable Portfolio Manager's models are derived. The successful deployment of a quantitative trading strategy requires sophisticated mathematical calculations and complex computer programs. There can be no assurance that a Portfolio Manager will successfully carry out such calculations and programs correctly or use them effectively. *See also "Information Technology Systems."* Quantitative models may be ineffective or may contain human or electronic errors (in coding, inputs or otherwise) that are either not discovered, or if discovered, not disclosed to the investors in the Portfolio Funds, including the Fund.

Investment Turnover Certain Portfolio Managers may invest on the basis of short-term market considerations. In such cases, the turnover rate of investments by such Portfolio Managers is expected to be significant, potentially involving substantial brokerage commissions and fees. The Investment Manager has no direct control over this turnover. Furthermore, if the Investment Manager redeems/withdraws from a Portfolio Fund, the portfolio attributable to such Portfolio Manager may be liquidated and the cash proceeds reinvested with another Portfolio Manager. Substantial investment turnover rates could result in increased direct or indirect transaction costs for the Fund, for example as the result of corresponding brokerage commissions and fees.

Risk Management Activities The Investment Manager generally attempts to measure and monitor risks of the Fund and the Portfolio Managers. The amount and quality of risk due diligence, measurement and monitoring is dependent on access to the portfolios and risk management systems (if any) of the Portfolio Managers. There is no assurance that the Portfolio Managers will give access to this data. When this information is unavailable, estimates of risk will be made. Efforts to measure and reduce risk may not be successful. Any Fund hedging activities designed to reduce risk may also be unsuccessful.

Risk Control Framework No risk control system is fail safe, and no assurance can be given that any risk control framework designed or used by the Investment Manager or the Portfolio Managers will achieve its objective. To the extent that risk controls will be based upon historical trading patterns for the financial instruments and upon pricing models for the behavior of such financial instruments in response to various changes in market conditions, no assurance can be given that such historical trading patterns will accurately predict future trading patterns or that such pricing models will necessarily accurately predict the manner in which such financial instruments are priced in financial markets in the future. There is no assurance that the risk control framework employed, if any, will be successful in minimizing losses to the Fund.

Systemic Risk Credit risk may be caused by or arise through a default by one of several large institutions that are dependent on one another to meet their liquidity or operational needs, so

that a default by one institution causes a series of defaults by the other institutions. This is sometimes referred to as a “systemic risk” and may adversely affect financial intermediaries, such as clearing agencies, clearing houses, banks, securities firms and exchanges, with which the Fund interacts on a daily basis.

Business, Terrorism and Catastrophe Risks The Fund and the Portfolio Funds may be subject to the risk of loss arising from direct or indirect exposure to various catastrophic events, including, but not limited to, the following: hurricanes, earthquakes and other natural disasters; war, terrorism; and public health crises, including the occurrence of a contagious disease. To the extent that any such event occurs and has a material effect on global financial markets or specific markets or issuers in which the Fund or the Portfolio Funds invest (or has a material effect on locations in which the Investment Manager or the Portfolio Managers operate), these risks of loss can be substantial and could have a material adverse effect on the Fund and the Portfolio Funds.

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 the Fund and/or its Portfolio Funds) 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, the Fund and/or its Portfolio Managers 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 investors could be impacted in their ability to honor capital calls and/or receive distributions. In addition, such bank failures or instability could affect, in certain circumstances, the ability of both affiliated and unaffiliated joint venture partners, co-lenders, syndicate lenders or other parties to undertake and/or execute transactions with the Fund and/or a Portfolio Fund, which in turn would result in fewer investment opportunities being made available to the Fund and/or such Portfolio Fund, result in shortfalls or defaults under existing investments, or impact the Fund’s ability to provide additional follow-on support to Portfolio Managers. In addition, in the event that a financial institution that provides credit facilities and/or other financing to the Fund or its Portfolio Managers closes or experiences distress, there can be no assurance that such bank will honor its obligations or that the Fund or such Portfolio Manager will be able to secure replacement financing or capabilities at all or on similar terms. There can be no assurances that the Fund or its Portfolio Managers will establish banking relationships with multiple financial institutions, and the Fund and its Portfolio Managers 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 the Fund, its Portfolio Managers and their Portfolio Funds or their respective financial performance.

Coronavirus and Public Health Emergencies There is currently an ongoing outbreak of a novel and highly contagious form of coronavirus known as COVID-19 (“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 been rapidly evolving over the course of the COVID-19 pandemic, and at different points in time many countries have reacted by instituting (or strongly encouraging) quarantines, prohibitions on travel, the closure of offices, businesses, schools, retail stores, restaurants, hotels, courts and other public venues, vaccine mandates (whether broadly applicable or limited to subsets of the population, such as 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. In addition, state, federal and non-U.S. laws and regulations have been implemented (and other laws and regulations are being considered) that place restrictions on lenders and landlords in the real estate sector and other industries from exercising certain of their rights in the event of borrower or tenant defaults or delinquencies, including with respect to foreclosure and eviction rights. For example, certain jurisdictions have implemented debt payment relief packages or suspended the enforcement of residential and commercial evictions. Countries across Europe have also instituted similar protections, including residential and commercial protections for non-payment of rent, payment holidays and increased notice periods prior to evictions. Such measures, as well as the general uncertainty surrounding the dangers and impact of COVID-19, are (i) expected to have a material adverse impact on tenants, real estate lenders and commercial property owners, (ii) creating significant disruption in supply chains and economic activity and (iii) having a particularly adverse impact on transportation, hospitality, tourism, entertainment, healthcare, consumer and other industries. Moreover, with the continued spread of COVID-19, governments and businesses have taken, and may continue to take increasingly aggressive measures to help slow its spread. For this reason, among others, as COVID-19 has, and could in the future, continue to spread, the potential impacts, including global, regional or other economic recessions or adverse market impacts have already occurred and the likelihood of ongoing exacerbated impact is uncertain and difficult to assess.

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

The extent of the impact of any public health emergency on the Fund’s operational and financial performance as well as on the Portfolio Funds in which the Fund invests 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 Fund and the Portfolio Funds in which the Fund invests 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 Fund's and the Portfolio Funds' investments, their respective ability to source, manage and divest investments and their respective ability to achieve their investment objectives, all of which could result in significant losses to the Fund and/or the Portfolio Funds, as applicable. In particular, a public health emergency like COVID-19 may have a greater impact on leveraged assets.

In addition, multiple jurisdictions have adopted, or are considering adopting, 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 the business operations of the Fund, the Investment Manager, the Portfolio Managers and the Portfolio Funds that operate within those jurisdictions (*e.g.*, by requiring them to discontinue their employment of critical personnel who are not vaccinated).

While the U.S. Food and Drug Administration and other similar regulators globally have approved COVID-19 vaccines (some for emergency use only) and these vaccines are currently available to the general public in the U.S. and in many non-U.S. jurisdictions, due to limited supply, and COVID-19 vaccines developed by other countries, they are not yet widely available to the general public in some other jurisdictions. Furthermore, a substantial proportion of the population in the U.S. and other jurisdictions has, despite the availability of vaccines, not been vaccinated, which is believed to be prolonging the global effects of COVID-19. In addition, the vaccines have been found to be less than 100 percent effective and to have waning effectiveness within an extended period of time following inoculation, which means a portion of the population that receives such vaccinations is less than fully protected against the disease. Furthermore, such vaccines have shown reduced efficacy against certain existing or emerging variants of COVID-19, and emerging variants may continue to be more transmissible or deadly than existing variants of COVID-19. COVID-19 is likely to continue to affect the economy generally, and the COVID-19 pandemic and/or its economic impact may affect the Fund and the Portfolio Funds in which the Fund invests and the Fund's and/or the Portfolio Funds' ability to achieve their investment objectives to a degree that is not currently known, given the situation continues to evolve.

In addition, the operations of the Fund, the Portfolio Funds in which the Fund invests, the Portfolio Managers and Blackstone may be significantly impacted, or even temporarily or

permanently halted, as a result of government quarantine measures, voluntary and precautionary restrictions on travel or meetings (including office attendance), forwarding of and otherwise delayed receipt of mail, and other factors related to a public health emergency, including its potential adverse impact on the health of the personnel of any such entity or the personnel of any such entity's key Service Providers (as defined below) and the volatility in the labor, transport, energy and other markets resulting from or otherwise linked to the relaxation of the related quarantine measures, meeting and travel restrictions. See also "*—Epidemics/Pandemics*" herein.

Epidemics/Pandemics Certain countries have been susceptible to epidemics, most recently 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 Fund may invest), and thereby is expected to adversely affect the performance of the Fund's 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 Fund and the performance of its investments or operations as well as to the Portfolio Funds in which the Fund invests and their respective ability to achieve their investment objectives.

Civil Unrest The United States in recent years has experienced, and may continue to experience, increasing political and civil unrest and uncertainty. Political and civil unrest and uncertainty is heightened given that the United States has held political elections during the unprecedented COVID-19 pandemic, and in some states election results have been contested, including through the court system. Additionally, persons and organizations have claimed that certain political actions by certain governmental officials, in connection with the election or otherwise, are a departure from historical norms. This period of political and civil unrest and uncertainty is likely to continue and may have a negative effect on the Fund, the Portfolio Funds in which the Fund invests and the Investment Manager.

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 Disclosure Document, the countries remain in active armed conflict. Around the same time, the United States, the United Kingdom, the European Union, and several other nations announced a broad array of new or expanded sanctions, export controls, and other measures against Russia, Russia-backed separatist regions in Ukraine, and certain banks, companies, government officials, and other individuals in Russia and Belarus. The ongoing conflict and the rapidly evolving measures in response could be expected to have a negative impact on the economy and business activity globally (including in the countries in which the Fund and/or the Portfolio Funds invest), and therefore could adversely affect the performance of the Fund's investments. The severity and duration of the conflict and its impact on global economic and market conditions are impossible to predict, and as a result, could present material uncertainty and risk with respect to the Fund and the performance of its investments and operations, and the ability of the Fund to achieve its investment objectives. Similar risks will exist to the extent that any Portfolio Funds, 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 the Fund, an Investor or any beneficial owner thereof is included on a Sanctions List (as defined below), the Fund 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, Blackstone has the sole discretion to determine the remedy if an investor is included on a sanctions list and is under no obligation to seek a license or any other relief to continue dealing with such investor. Although Blackstone expends significant effort to comply with the sanctions regimes in the countries where it operates, one of these rules could be violated by Blackstone's or the Fund's (or the Portfolio Managers' or the Portfolio Funds') activities or Investors, which would adversely affect the Fund. See also "*—OFAC and Sanctions Considerations*" herein.

October 7th Attacks on Israel; Aftermath. On October 7th, 2023, Hamas (an organization which governs Gaza, and which has been designated as a terrorist organization by the United States, the United Kingdom, the European Union, Australia and other nations), committed a terrorist attack within Israel (the "October 7th Attacks"). As of the date of this Disclosure Document, Israel and Hamas remain in active armed conflict. The ongoing conflict and rapidly evolving measures in response could have a negative impact on the economy and business activity globally (including in countries in which the Fund and the Portfolio Funds invest), and therefore could adversely affect the performance of the investments of Fund and the Portfolio Funds. The severity and duration of the conflict and its future impact on global economic and market conditions (including, for example, oil prices) are impossible to predict, and as a result, present material uncertainty and risk with respect to the Fund and the Portfolio Funds and the performance of their respective investments and operations, and the ability of the Fund and the Portfolio Funds to achieve their respective investment objectives. For example, the armed conflict may expand and may ultimately more actively involve the United States, Lebanon (and/or Hezbollah), Syria, Iran and/or other countries or terrorist organizations, any of which may exacerbate the risks described above. Similar risks exist to the extent that any portfolio entities, Service Providers, vendor or certain other parties have material operations or assets in the Middle East, or the immediate surrounding areas. The United States has announced sanctions and other measures against Hamas-related persons and organizations in response to the October 7th Attacks, and the United States (and/or other countries) may announce further sanctions related to the ongoing conflict in the future. Risks related to sanctions described elsewhere herein (including "*—OFAC and Sanctions Considerations*" and "*—Russian Invasion of Ukraine/Sanctions*") apply to such sanctions as well.

OFAC and Sanctions Considerations Economic sanction laws in the U.S. and other jurisdictions prohibit Blackstone, Blackstone's professionals and the Fund from transacting in certain countries and with certain individuals and companies. In the U.S., the U.S. Department of the Treasury's Office of Foreign Assets Control ("OFAC") administers and enforces laws, executive orders and regulations establishing U.S. economic and trade sanctions. Such sanctions prohibit transactions with, and the provision of services to, certain foreign countries, territories, entities and individuals. These entities and individuals include specially designated nationals, specially designated narcotics traffickers and other parties. In addition, certain programs administered by OFAC prohibit dealing with individuals or entities in certain countries regardless of whether such individuals or entities appear on the lists maintained by OFAC. Accordingly, the Fund requires Investors to represent that they are not named on a list of prohibited entities and individuals maintained by OFAC or under similar EU Regulations, UK Regulations, Cayman Islands legislation or other applicable law and are not operationally based or domiciled in a country or territory in relation to which current sanctions have been issued by the U.S., United Nations, EU, UK, the Cayman Islands and/or any other applicable country (collectively "Sanctions Lists"). If an Investor is on a Sanctions List, the Fund may 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. Although Blackstone expends significant effort to comply with the sanctions regimes in the countries where it operates, one of these rules could be violated the Investment Manager's or the Fund's (or the Portfolio Managers' or the Portfolio Funds') activities, which would adversely affect the Fund.

Weather and Climatological Risks Certain regions in which the Fund, the Portfolio Managers and/or the Portfolio Funds invest or conduct activities may be particularly sensitive to weather and climate conditions. Climate change may cause more extreme weather conditions and increased volatility in seasonal temperatures, which can interfere with operations and increase operating costs, and damage resulting from extreme weather may not be fully insured.

Opportunistic Investing Portfolio Funds may invest on an opportunistic basis, seeking to take advantage of trends in the market. Unlike traditional investing, in which investment decisions may be based entirely on the fundamental financial condition of an issuer, opportunistic investing relies on the ability of a Portfolio Manager to identify trends in the market and to invest in such trends before the rest of the market, and then sell before a trend ends. Opportunistic investing can be very volatile and involve heavy short-term trading. Short-term trading can generate high trading costs and produce gains taxable at higher rates.

Macro Investing Certain Portfolio Funds may pursue a macro investment strategy. The success of a macro investment strategy depends upon the applicable Portfolio Manager's ability to identify and exploit perceived fundamental, economic, financial and political imbalances that may exist in and between markets. Identification and exploitation of such imbalances involves significant uncertainties and there can be no assurance that such Portfolio Manager will be able to locate investment opportunities or to exploit such imbalances. In the event that the theses underlying a Portfolio Fund's positions fail to be borne out in developments expected by such Portfolio Manager, the applicable Portfolio Fund may incur losses, which could be substantial.

Multi-Strategy Investing Certain Portfolio Managers may pursue multiple investment strategies within a single Portfolio Fund. In addition to the unique risks associated with each of the strategies it pursues, a multi-strategy Portfolio Fund is also subject to risks associated with executing different trading strategies within the same Portfolio Fund. A multi-strategy investment approach requires the Portfolio Manager to split its limited resources among multiple strategies rather than focusing resources on developing expertise in, and monitoring the risks associated with, a single investment strategy.

Institutional and Counterparty Risks Institutions, such as brokers and dealers generally have custody of the assets of the Portfolio Funds in which the Fund invests. These firms may encounter financial difficulties that impair the operating capabilities or the capital position of the Portfolio Funds. In addition, a Portfolio Fund will be subject to the risk of the inability of counterparties to perform with respect to transactions, whether due to insolvency, bankruptcy or other causes, which could subject such Portfolio Fund to substantial losses. A Portfolio Fund may attempt to limit its transactions to brokers, dealers and counterparties which it believes to be well-capitalized, established and creditworthy, in an effort to mitigate such risks, but there can be no assurance any one or more of such firms would not suffer as a result of such difficulties, and negatively impact the Portfolio Fund.

Arbitrage Transactions Portfolio Funds in which the Fund invests may purchase securities at prices often only slightly below the anticipated value to be paid or exchanged for such securities in a merger, exchange offer or cash tender offer which the applicable Portfolio Fund determines is probable, and substantially above the prices at which such securities traded immediately prior to announcement of the merger, exchange offer or cash tender offer. If the proposed transaction appears likely not to be consummated or in fact is not consummated or is delayed, the market price of the security to be tendered or exchanged may be expected to decline sharply, which would result in a loss to the applicable Portfolio Fund (and, therefore, the Fund). In addition, if a Portfolio Manager determines that the offer is likely to be increased, either by the original bidder or by another party, the applicable Portfolio Fund may purchase securities above the offer price; such purchases are subject to a high degree of risk.

The consummation of mergers and tender and exchange offers can be prevented or delayed by a variety of factors, including opposition by the management or shareholders of the target company, private litigation or litigation involving regulatory agencies and approval or non-action of regulatory agencies. The likelihood of occurrence of these and other factors can be very difficult to evaluate.

Trading in Securities and Other Investments That May Be Illiquid Certain investment positions in which Portfolio Funds, and therefore the Fund, has a direct or indirect interest may be illiquid (and the Fund's investments in Portfolio Funds may, by their terms, be subject to certain liquidity constraints, including the inability to withdraw or redeem its interest in such Portfolio Funds for an extended period of time beyond any applicable lock up period whether due to infrequent withdrawal dates, suspensions or otherwise). Portfolio Managers may invest in restricted or non-publicly traded securities, securities on non-U.S. exchanges, securities that the Portfolio Funds are contractually prohibited from disposing of and securities for which no readily available market exists. These investments could prevent Portfolio Managers from liquidating positions promptly and subject the Fund to substantial losses. As a result, such securities may be required to be held despite adverse price movements. Even those markets which the Portfolio Managers expect to be liquid can experience periods, possibly extended periods, of illiquidity. Furthermore, the valuation of illiquid investments is complex and uncertain because there may be limited information available about the issuers of such securities, and there can be no assurance that a Portfolio Manager's valuation will accurately reflect the value that will be realized by a Portfolio Fund upon the eventual disposition of such investment. The market prices, if any, for such investments tend to be volatile and may not be readily ascertainable, and the applicable Portfolio Manager may not be able to sell them when it desires to do so or to realize what it perceives to be their fair value in the event of a sale. The sale of restricted and illiquid securities often requires more time and results in higher transaction costs and related expenses than does the sale of securities eligible for trading on national securities exchanges or in the over-the-counter markets. Disposition of such illiquid investments may also result in distributions in kind to the Fund. Such investments could also impair the Fund's ability to distribute redemption proceeds to a redeeming Investor in a timely manner. A Portfolio Manager may not necessarily allocate illiquid investments to a separate class or sub-class, and may use valuation methodologies for such assets involving subjective determinations. In addition, in the discretion of the Investment Manager, payment to the Investor of that portion of its requested withdrawal attributable to the Fund's investment with a Portfolio Manager may be delayed until such time as the Fund is able to pay the amount otherwise due to the Investor.

Illiquid Markets The securities or other assets in which the Fund and/or the Portfolio Funds invests may be thinly traded or not traded at all. This may affect the pricing of the Fund's portfolio. The market prices, if any, for such assets tend to be volatile, and may fluctuate due to a variety of factors that are inherently difficult to predict, including changes in interest rates, prevailing credit spreads, general economic conditions, financial-market conditions, domestic or international economic or political events, developments or trends in any particular industry, and the financing condition of the obligors on the Fund's and/or the Portfolio Funds' assets.

The Investment Manager and/or a Portfolio Manager may not be able to sell illiquid assets when it desires to do so or to realize what it perceives to be their fair value in the event of a sale. The sale of illiquid assets and restricted securities often requires more time and results in higher brokerage charges or dealer discounts and other selling expenses than the sale of securities eligible for trading on national securities exchanges or in the over-the-counter markets. Restricted securities may sell at a price lower than similar securities that are not subject to restrictions on resale.

Risk of Directly or Indirectly Investing in "Side Pockets" Certain Portfolio Funds may invest a portion of their assets in investments that the Portfolio Managers (which may include the Investment Manager or any of its affiliates) believe are illiquid, lack a readily assessable market value or should be held until the resolution of a special event or circumstance ("Special Investments"). In those situations, the Portfolio Managers may "side pocket" such Special Investments (*i.e.*, place such Special Investments in a separate class or series within the relevant Portfolio Fund that is subject to limited or no liquidity rights). Investors participating in the Fund at the time when a Portfolio Manager with whom the Fund is invested side pockets such investments will bear additional risks associated with such investments because the Fund may not have a mechanism in place to segregate out such "side-pocketed investments" from the rest of its portfolio. Because the Fund intends to continuously offer ownership interests, continued sales of Interests in the Fund will have the effect of diluting the participation and reducing the benefit derived from profits, if any, allocable to the Fund upon the realization of such side-pocketed investments. Upon a full redemption, the redeeming Investor will have no further interest in the profits allocable to the Fund with respect to such side-pocketed investments. If the Fund experiences significant redemptions or elects to redeem/withdraw from Portfolio Managers that have side pockets, the percentage of the Fund's assets that are indirectly invested in side pockets will increase. Furthermore, Portfolio Funds may themselves be highly illiquid investments, including Portfolio Funds whose investment objectives are consistent with those pursued by the Fund generally, but are structured as private equity funds.

Distressed Securities The Fund may invest in Portfolio Funds that purchase distressed securities of business enterprises involved in workouts, liquidations, reorganizations, bankruptcies and similar situations. Since there is substantial uncertainty concerning the outcome of transactions involving such business enterprises, there is a high degree of risk of loss, including loss of the entire investment in distressed securities of such business enterprises.

In bankruptcy, there can be considerable delay in reaching accord on a restructuring plan acceptable to a bankrupt company's lenders, bondholders and other creditors and then obtaining the approval of the bankruptcy court. Such delays could result in substantial losses to a Portfolio

Fund holding such company's securities or obligations. Moreover, there is no assurance that a plan favorable to the class of securities held by a Portfolio Fund will be adopted or that the subject company might not eventually be liquidated rather than reorganized.

In liquidations (both in and out of bankruptcy) and other forms of corporate reorganization, there exists the risk that the reorganization either will be unsuccessful, will be delayed or will result in a distribution of cash or a new security, the value of which will be less than the purchase price to a Portfolio Fund of the security in respect of which such distribution is received. It may be difficult to obtain accurate information concerning a company in financial distress, with the result that the analysis of the attractiveness of the company as an investment and the valuation of the company are especially difficult. The market for securities of such companies tends to be illiquid and sales may be possible only at substantial discounts.

Risks of Event-Driven Investing and Special Situation Investments Subject to any limitations set forth in the Fund Documents, the Fund may invest in Portfolio Funds engaged in event-driven investing. Event driven investing requires the investment manager to make predictions about (i) the likelihood that an event will occur and (ii) the impact such event will have on the value of a company's securities. If the event fails to occur or it does not have the effect foreseen, losses can result. For example, the adoption of new business strategies, a meaningful change in management or the sale of a division or other significant assets by a company may not be valued as highly by the market as a Portfolio Manager had anticipated, resulting in losses. In addition, a company may announce a plan of restructuring which promises to enhance value and fail to implement it, resulting in losses to investors. Certain Portfolio Funds may invest in reinsurance contracts or related instruments that are priced based on the perceived likelihood of the occurrence of certain inherently unpredictable events and are subject to unique risks. The insurance and reinsurance business has historically experienced significant fluctuations in operating results due to competition, catastrophic events, general economic and social conditions and other factors. The reinsurance industry is also subject to significant and evolving law and regulation that has a material impact on the performance of investments in reinsurance contracts or related instruments.

Certain Portfolio Funds may invest in companies undergoing significant economic and corporate change. Because of the inherently speculative nature of this activity, the results of such Portfolio Funds' operations may fluctuate from month-to-month and from period-to-period. The returns generated from such an investment program may not adequately compensate investors for the business and financial risk assumed. The applicable Portfolio Fund's investments may be adversely affected by changes in economic conditions or political events that are beyond its control.

Proxy Contests and Unfriendly Transactions Portfolio Funds in which the Fund invests may purchase securities of a company which is the subject of a proxy contest in the expectation that new management will be able to improve the company's performance or effect a sale or liquidation of its assets so that the price of the company's securities will increase. If the incumbent management of the company is not defeated or if new management is unable to improve the company's performance or sell or liquidate the company, the market price of the company's securities will typically fall, which may cause the applicable Portfolio Fund (and, therefore, the Fund) to suffer a loss.

In addition, where an acquisition or restructuring transaction or proxy fight is opposed by the subject company's management, the transaction often becomes the subject of litigation. Such litigation involves substantial uncertainties and may impose substantial cost and expense on a Portfolio Fund participating in the transaction.

Risks of Relative Value Investing Subject to any limitations set forth in the Fund Documents, the Fund may invest in Portfolio Funds engaged in relative value investing. The success of a relative value investment strategy depends on a Portfolio Manager's ability to identify and exploit perceived inefficiencies in the pricing of securities, financial products, or markets. Identification and exploitation of such discrepancies involve uncertainty. There can be no assurance that a Portfolio Manager will be able to locate investment opportunities or to exploit pricing inefficiencies in the securities markets. A reduction in the pricing inefficiency of the markets in which a Portfolio Manager seeks to invest will reduce the scope for a Portfolio Fund's investment strategies. In the event that the perceived mispricings underlying a Portfolio Fund's positions were to fail to converge toward, or were to diverge further from, relationships expected by a Portfolio Manager, the applicable Portfolio Fund (and consequently, the Fund) may incur losses. A Portfolio Fund's relative value investment strategy may result in high portfolio turnover and, consequently, high transaction costs. In addition, a relative value strategy is designed to be uncorrelated with respect to the movements in equity markets and risk-free interest rates. Depending upon the investment strategies employed and market conditions, unforeseen events involving such matters as political crises, or changes in currency exchange rates or interest rates, forced redemptions/withdrawals of securities, or general lack of market liquidity may have a material adverse effect on such Portfolio Fund (and consequently, the Fund).

Risks Associated with Government Regulation

Legal, Tax and Regulatory Risks of Hedge Funds Legal, tax and regulatory developments could occur during the term of the Fund that may adversely affect the Fund. Securities and futures markets are subject to comprehensive statutes, regulations and margin requirements enforced by the SEC, other regulators and self-regulatory organizations and exchanges authorized to take extraordinary actions in the event of market emergencies. The regulation of derivatives transactions and funds that engage in such transactions is an evolving area of law and is expected to be subject to modification by government and judicial actions. The regulatory environment for private funds and capital markets is also evolving, and changes in the regulation of private funds, their managers, their trading activities and capital markets may adversely affect the ability of the Fund to pursue its investment strategy, its ability to obtain leverage and financing and the value of investments held by the Fund. There has been an increase in governmental, as well as self-regulatory, scrutiny of the alternative investment industry in general. It is impossible to predict what, if any, changes in regulations may occur, but any regulations which restrict the ability of the Portfolio Funds to trade in securities or the ability of the Fund and/or the Portfolio Funds to employ, or brokers and other counterparties to extend, credit in their trading (as well as other regulatory changes that result) could have a material adverse impact on the Fund's and/or the Portfolio Funds' performance and, consequently, on the Fund's portfolio.

The Fund, the Portfolio Funds and the Portfolio Managers may also be subject to regulation in jurisdictions in which the Portfolio Funds engage in business, which, in turn, could have a

material adverse impact on the value of the investments of the Fund. Investors should understand that the Fund's and the Portfolio Funds' respective businesses are dynamic and are expected to change over time. Therefore, the Fund and the Portfolio Funds may be subject to new or additional regulatory constraints in the future. This Disclosure Document and the Fund Documents cannot address or anticipate every possible current or future regulation that may affect the Investment Manager, the Fund, the Portfolio Funds, their respective affiliates and/or their respective businesses. Such regulations may have a negative effect on the Investors or the operations of the Fund and the Portfolio Funds, including, without limitation, restricting the types of investments the Portfolio Funds and/or the Fund may make, preventing the Portfolio Funds from exercising their voting rights with regard to certain financial instruments, requiring the Portfolio Funds and/or the Fund to disclose the identity of their investors or otherwise. The Investment Manager may, in its sole discretion, cause the Fund to be subject to such regulations if it believes that an investment or business activity is in the Fund's interest, even if such regulations may have a detrimental effect on one or more Investors. Investors are encouraged to consult their own advisors regarding an investment in the Fund.

Exemption from Regulation, Including the U.S. Investment Company Act of 1940

Generally and except as otherwise described in the Fund Documents¹, the Fund and the Portfolio Funds are not expected to be registered in any country. Specifically, the Fund will not be registered as a U.S. investment company under the Investment Company Act of 1940, as amended (the "Investment Company Act"), and, therefore, will not be required to adhere to certain operational restrictions and requirements under the Investment Company Act. Accordingly, the provisions of the Investment Company Act (which, among other things, require securities to be held in custody by a bank or broker in accordance with rules requiring the segregation of securities, prohibit an investment company from engaging in certain transactions with its affiliates and regulate the relationship between advisers and investment companies) are not applicable.

Portfolio Managers generally maintain accounts at brokerage firms which do not separately segregate such assets as would be required in the case of registered investment companies. Under the provisions of the U.S. Securities Investor Protection Act ("SIPA"), the bankruptcy of any such brokerage firms might have a greater adverse effect on the Fund than would be the case if all Portfolio Managers maintained their accounts to meet the requirements applicable to registered investment companies.

Regulatory Changes Governmental and regulatory authorities, including in the United States and the European Union (the "EU"), have taken unprecedented action to attempt to stabilize financial markets and improve and increase regulatory oversight, both before and after the onset of the financial crisis which began in 2007, and resulted in, among other things (i) market volatility and disruptions, (ii) severe illiquidity, (iii) credit contractions, and (iv) the bankruptcy or failure (or near bankruptcy or near failure), improper practices, and adverse financial results of certain companies, financial institutions, trading firms, and private investment funds. Attention has been focused on the necessity for such financial institutions, trading firms and private investment funds to maintain adequate risk controls, capital reserves, and compliance procedures. Events have also raised concerns as to the manner in which certain exchanges and regulators monitor trading

¹ For example, Funds domiciled in the Cayman Islands may be regulated as a mutual fund under the Mutual Funds Act (As Revised) of the Cayman Islands.

activities and implement regulations to protect customer funds. Periodic market disruptions have led to increased governmental, as well as self-regulatory, scrutiny of the “hedge fund”, derivative, and securitization industries and proposals to increase regulation of certain markets, instruments, and participants. The highly publicized uncovering of “market timing” and “late trading” strategies involving mutual fund shares has led to ongoing scrutiny of major financial institutions, with potentially broad implications for the financial services industry. Additionally, recent disruptions and adverse events in the equity, securitization, derivative, and money markets and freezing of the credit markets have increased the call for additional and consolidated regulatory oversight of the worldwide financial markets. Moreover, the U.S. government is revisiting the regulation of the commodities markets, and various national governments have expressed concern regarding the disruptive effects of speculative trading in the energy markets and the need to regulate the derivatives markets in general. As a result, the regulatory environment for private investment funds, such as the Fund and the Portfolio Funds, is evolving and the effect of any regulatory or tax changes currently being implemented or which may be implemented in the future on the Fund and the Portfolio Funds, the markets, or the instruments in which the Fund and/or the Portfolio Funds invest or the counterparties with whom the Fund and/or the Portfolio Funds conduct business is difficult to predict. Such changes could have a material adverse impact on the profit potential of the Portfolio Funds and/or the Fund or could require increased transparency as to the identity of the Investors.

In the United States, the Dodd-Frank Wall Street Reform and Consumer Protection Act (the “Dodd-Frank Act”), which was enacted in July 2010, regulates markets, market participants and financial instruments that were historically unregulated and has substantially altered the regulation of many other markets, market participants and financial instruments. Certain provisions of the Dodd-Frank Act subject Registered Advisers (as defined below) to requirements to keep records and to report information to the SEC, which could in turn be supplied to the Board of Governors of the Federal Reserve, the Financial Services Oversight Council, other U.S. governmental agencies or Congress. Under the Dodd-Frank Act, the information includes, among other things, the amount of assets under management, use of leverage (including off-balance sheet leverage), counterparty credit risk exposures, trading and investment positions, and trading practices. All such records are subject to examination by the SEC at any time. Further, there have been substantial changes in the enforcement and interpretation of existing statutes and rules by governmental regulatory authorities or self-regulatory organizations that supervise the financial markets. For example, on May 24, 2018, the Economic Growth, Regulatory Relief and Consumer Protection Act (the “Economic Growth Act”) was signed into law. Among other regulatory changes, the Economic Growth Act amends various sections of the Dodd-Frank Act, including by modifying the so-called “Volcker Rule” to exempt depository institutions that do not have, and are not controlled by a company that has, more than \$10 billion in total consolidated assets or significant trading assets and liabilities. The ultimate consequences of the Economic Growth Act on the Fund and its operations remain uncertain. Additionally, in August 2023, the SEC adopted new and amended rules under the Advisers Act (collectively, the “Private Fund Adviser Rules”) specifically related to private fund managers and their activities with respect to private funds, such as the Fund and the Portfolio Funds. As adopted, the Private Fund Adviser Rules will, among other things, (a) require highly prescriptive, itemized quarterly reporting by private fund advisers registered with the SEC (“Registered Advisers”) to investors concerning performance, fees, and expenses; (b) require Registered Advisers to obtain an annual audit for private funds they advise; (c) require Registered Advisers to obtain a fairness opinion or a valuation opinion and make certain

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disclosures, in connection with adviser-led secondary transactions (also known as GP-led secondaries); (d) prohibit Registered Advisers from charging certain fees and expenses to private fund clients without disclosure and, in some cases, investor consent; (e) prohibit Registered Advisers from reducing an adviser clawback by the amount of certain taxes, unless disclosed; (f) prohibit a Registered Adviser from borrowing or receiving an extension of credit from a private fund client without disclosure and investor consent; and (g) impose requirements in connection with providing certain preferential liquidity and transparency rights to investors and disclosure requirements regarding any preferential treatment of investors in private funds in side letters or other arrangements with a Registered Adviser.

The restrictions on preferential treatment with respect to preferential liquidity and transparency rights mentioned above, may be of particular importance for the Fund because the Investment Manager is accustomed to receiving certain preferential treatment from Portfolio Managers that it may not receive after the compliance date of the Private Fund Adviser Rules. For example, Portfolio Managers may determine that they are unable or unwilling to enter into side letters or other arrangements with the Fund that provide the Fund with (y) the same level and timing of reporting pursuant to preferential transparency rights; and/or (z) the ability to redeem on different terms pursuant to preferential redemption rights (including, for example, special redemption rights upon the occurrence of certain events), in each case, that the Fund generally received or expects to receive with respect to Portfolio Funds prior to the compliance date. This could adversely impact the Investment Manager's ability to manage, monitor, withdraw and/or redeem from such Portfolio Funds, as applicable.

The effect of the Private Fund Adviser Rules and any future regulatory changes on the Fund, the Portfolio Funds and their respective operations is uncertain. Prospective investors should seek, and must rely on, the advice of their own advisers with respect to the possible impact on its investment of these regulatory changes and any future proposed legislation or administrative or judicial action.

The Dodd-Frank Act includes provisions that comprehensively regulate the over-the-counter derivatives markets. Provisions in the law include: the requirement that aggregate position limits with respect to over-the-counter and exchange-traded derivatives be established; registration requirements (with the SEC and/or the CFTC), recordkeeping, capital, and margin requirements for "swap dealers" and "major swap participants" as determined by the law and applicable regulations; and the requirement that a substantial portion of over-the-counter derivatives be executed in regulated markets and submitted for clearing through regulated clearinghouses. Over-the-counter trades which take place through clearinghouses are subject to margin requirements set by clearinghouses as well as possible additional requirements set by the SEC and/or the CFTC. Regulators also have discretion to set margin requirements for over-the-counter trades which do not take place through clearinghouses. Over-the-counter derivative counterparties also are or will be required to post margin to the clearinghouses through which they clear their customer trades instead of using such margin in their operations. This will increase the over-the-counter derivative counterparties' costs and these increased costs are expected to be passed through to other market participants, such as the Portfolio Funds or the Fund, in the form of higher fees or spreads, less favorable dealer marks, and the possible imposition of new or increased fees.

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The CFTC, along with the SEC and other federal regulators, has been tasked with developing the regulations enacting the provisions noted above, and has proposed several such regulations. The Dodd-Frank Act and the regulations to be promulgated thereunder may negatively impact the ability of the Portfolio Funds and/or the Fund to meet their respective investment objectives, either through limits or requirements imposed on it or upon its counterparties. In particular, position limits imposed on the Portfolio Funds and/or the Fund or their respective counterparties may impact the Portfolio Funds' and/or the Fund's ability to invest in a manner that most efficiently meets their respective investment objectives, and such requirements, including capital and mandatory clearing, may increase the cost of the Fund's investments and doing business.

In addition, there has been and will be extensive rulemaking related to derivative products by non-U.S. regulatory authorities. Differences between regulatory regimes may make it more difficult or costly for dealers, prime brokers, futures commission merchants, custodians, exchanges, clearinghouses and other entities, such as the Portfolio Funds, to comply with and follow various regulatory regimes.

There are many rules related to derivatives that may negatively impact the Fund and/or the Portfolio Funds, such as requirements related to recordkeeping, reporting, portfolio reconciliation, central clearing, minimum margin for uncleared over-the-counter ("OTC") instruments and mandatory trading on electronic facilities, and other transaction-level obligations. Parties that act as dealers in swaps, are also subject to extensive business conduct standards, additional "know your counterparty" obligations, documentation standards and capital requirements. All of these requirements add costs to the legal, operational and compliance obligations of the Portfolio Funds and the Portfolio Managers, and increase the amount of time that the Portfolio Managers (and in certain cases, the Investment Manager) spend on non-investment-related activities. Requirements such as these also raise the costs of entering into derivative transactions, and these increased costs will likely be passed on to the Portfolio Funds.

The SEC and CFTC and other regulatory agencies have broad authority pursuant to other statutes, regulations, and directives to intervene, directly and by regulation, in certain markets, and may restrict or prohibit market practices or impose reporting, registration, or other requirements. The scope of any such measures may vary from country to country and may significantly affect the value of the Fund's and Portfolio Funds' holdings.

These rules are operationally and technologically burdensome for the Portfolio Managers and the Portfolio Funds. These compliance obligations require employee training and use of technology, and there are operational risks borne by the Portfolio Funds in implementing procedures to comply with many of these additional obligations.

These regulations may also result in the Portfolio Funds forgoing the use of certain trading counterparties (such as broker-dealers and futures commission merchants ("FCMs")), as the use of other parties may be more efficient for the Portfolio Funds from a regulatory perspective. However, this could limit the Portfolio Funds' trading activities, create losses, preclude the Portfolio Funds from engaging in certain transactions or prevent the Portfolio Funds from trading at optimal rates and terms.

Many of these requirements were implemented under legislation intended to reform the U.S. financial regulatory system, the EU Regulation on OTC Derivatives, Central Counterparties and Trade Repositories (known as the European Market Infrastructure Regulation, or “EMIR”) and similar regulations globally. In the United States, the Dodd-Frank Act divides the regulatory responsibility for derivatives between the SEC and the CFTC, a distinction that does not exist in any other jurisdiction. The SEC has regulatory authority over “security-based swaps” and the CFTC has regulatory authority over “swaps”. EMIR is being implemented in phases through the adoption of delegated acts by the European Commission. As a result of the SEC and the CFTC bifurcation and the different pace at which the SEC, the CFTC, the European Commission and other international regulators have promulgated necessary regulations, different transactions are subject to different levels of regulation. Though many rules and regulations have been finalized, there are others, particularly SEC regulations with respect to security-based swaps, that are still in the proposal stage or are expected to be introduced in the future.

The Investment Manager will continue to monitor these enacted and proposed laws and regulations and will seek to comply with all applicable laws and regulations. In the future, other laws and regulations may apply even more stringent requirements to the Fund with respect to the verification of the identity of any person submitting a completed subscription document or otherwise subscribing for an investment in the Fund, the source of each person’s investment, and the bank accounts remitting subscription monies or receiving redemption proceeds. Entity investors may also be required to produce certain information to the Fund confirming other information already required by the Fund. Governmental authorities are continuing to consider appropriate measures to implement anti-money laundering laws, and at this point it is unclear what steps the Fund may be required to take; however, these steps may include prohibiting an Investor from making further purchases of an Investment or depositing distributions to which an Investor would otherwise be entitled to an escrow account and/or causing the redemption of an investment in the Fund. It also is possible that, in connection with the establishment of anti-money laundering procedures or for other reasons, certain legislation or other regulation may require the Funds, the Investment Manager, or other Service Providers to the Fund to share information with governmental authorities with respect to an Investor. The Fund reserves the right to require and produce such information as is necessary to comply with any request for information by U.S. and non-U.S. regulators.

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, and in August 2023, the SEC adopted sweeping new and amended rules under the Advisers Act that substantially impact the private funds industry and increase compliance requirements. In addition, on May 3, 2023, a final rule amending Form PF was adopted by the SEC, creating additional reporting requirements and burdens for certain Registered Advisers, such as the Investment Manager, with respect to private funds. The Private Fund Adviser Rules, if such proposed rules are also adopted, are likely to result in material alterations to how the Investment Manager and the Portfolio Managers operate their respective businesses and/or the Fund and the Portfolio Funds, as well as the Investment Manager’s and the Portfolio Managers’ implementation of the Fund’s and the Portfolio Funds’ respective investment strategies. There can be no assurance that such alterations made pursuant to the Private Fund Adviser Rules will not have a material adverse effect on the Investment Manager, the Portfolio Managers, the Fund, the Portfolio Funds and/or the Investors.

To the extent permitted under the Fund Documents, and consistent with the law, the incremental costs of compliance by the Investment Manager and/or the Fund with any new SEC rules, including without limitation the Private Fund Adviser Rules, will be borne by the Fund, which may be significant.

The Private Fund Adviser Rules are expected to significantly increase compliance burdens and associated costs (which, to the extent permitted under the Fund Documents, and consistent with the law, will be Fund expenses) and complexity and reduce the ability to receive certain expense reimbursements. This, in turn, is expected to significantly increase the costs and expenses charged to the Fund and the Investors. In addition, these changes increase the risk of exposure of the Investment Manager and the Portfolio Managers to additional regulatory scrutiny, litigation, censure and penalties for noncompliance or perceived noncompliance, which in turn would be expected to adversely (potentially materially) affect the Fund's and the Portfolio Funds' reputations, and to negatively impact the Fund and the Portfolio Funds in conducting their respective businesses (thereby materially reducing returns to Investors).

European Commission Action Plan on Financing Sustainable Growth The European regulatory environment for alternative investment fund managers and financial services firms continues to evolve and increase in complexity, making compliance more costly and time-consuming. In March 2018, the European Commission published an EU Action Plan on Financing Sustainable Growth (the "EU Action Plan") to set out an EU strategy for sustainable finance. The EU Action Plan identified several legislative initiatives, including the Sustainable Finance Disclosure Regulation (the "SFDR") and the Regulation on the establishment of a framework to facilitate sustainable investment (2020/852) (the "Taxonomy Regulation") which became effective on March 10, 2021 and January 1, 2022 respectively. These regulations introduced measures to clarify asset managers' responsibilities in relation to the integration of ESG factors and sustainability risks into their investment processes and to improve transparency around how asset managers define, measure and disclose the impact of sustainability-related information with respect to AIFs, which may have an impact on an alternative investment fund manager (an "AIFM"), the Fund, the Portfolio Funds and their respective abilities to achieve their investment objectives. In addition, there is a risk that the value of investments made by the Fund and the Portfolio Funds in pursuing their respective investment strategies could be adversely affected over the life of the Fund and the Portfolio Funds, as applicable, by changes to economic conditions brought about by the EU Action Plan. There is also a risk that the Fund's and/or the Portfolio Funds' respective SFDR classifications, as applicable, may affect the pool of investors that the Fund and/or the Portfolio Funds will be able to target, as applicable.

As of the date hereof, the full impact of the SFDR, including the SFDR Regulatory Technical Standards² ("RTS") and the Taxonomy Regulation on the Fund and the Portfolio Funds remains unclear, as a series of initiatives are ongoing at the EU level on the implementation of the

² Commission Delegated Regulation (EU) 2022/1288 of 6 April 2022 supplementing Regulation (EU) 2019/2088 of the European Parliament and of the Council with regard to regulatory technical standards specifying the details of the content and presentation of the information in relation to the principle of "do no significant harm", specifying the content, methodologies and presentation of information in relation to sustainability indicators and adverse sustainability impacts, and the content and presentation of the information in relation to the promotion of environmental or social characteristics and sustainable investment objectives in pre-contractual documents, on websites and in periodic reports, as amended.

SFDR, the RTS and the Taxonomy Regulation. In particular, the European Commission has announced a comprehensive assessment of the SFDR framework, and as part of that assessment on September 14, 2023, the European Commission published two consultations on the SFDR framework. The consultations include questions on potential changes to disclosure requirements, a revised categorization system and other general questions on the functioning of the SFDR regime. In addition, a final report by the European Supervisory Authorities on proposed revisions to the RTS was published on December 4, 2023, including proposed changes to the disclosure framework for principal adverse impacts of investment decisions on sustainability factors and amendments to the existing disclosure templates for funds that promote environmental and/or social characteristics or which have sustainable investment or a reduction in carbon emissions as their objective. The proposed revisions to the RTS will not enter into force unless and until the proposals are adopted by the European Commission and pass through a non-objection process from the European Parliament and the Council of the European Union. If the proposals are adopted, the Fund, as applicable, may be obliged to update existing disclosures provided to investors in the Fund pursuant Articles 10 and 11 of SFDR, to align with the latest reporting templates and information obligations. Furthermore, on June 13, 2023, the European Commission also adopted a new sustainable finance package which builds on previous initiatives to develop the existing EU strategy for sustainable finance.

Additionally, the Fund, the Portfolio Funds, the Portfolio Managers and the Investment Manager (and/or its delegate) may be impacted by a series of other ongoing legislative initiatives at the EU level. On 21 April 2021, the European Commission published as part of the EU Action Plan two delegated regulations amending MiFID II Delegated Regulation (EU) 2017/565 and MiFID II Delegated Directive (EU) 2017/593 (“Level 2 MiFID II”) and Commission Delegated Regulation (EU) 231/2013 (“Level 2 AIFMD”), on the integration of certain ESG considerations and sustainability risks into certain organizational requirements and product governance. The changes to Level 2 AIFMD have applied since August 1, 2022. The Level 2 MiFID II amendments include the incorporation of “sustainability preferences” into product governance and suitability assessment obligations applicable to EU MiFID firms and have the intention of favoring the distribution of products which speak to sustainability preferences over those that do not. The changes to Level 2 MiFID II have applied since August 2, 2022 and November 22, 2022, respectively.

Moreover, on January 5, 2023, the Corporate Sustainability Reporting Directive (“CSRD”) came into force. Broadly, CSRD amends and strengthens the rules introduced on sustainability reporting for companies, banks and insurance companies under the Non-Financial Reporting Directive (2014/95/EU) (“NFRD”).

CSRD will require a much broader range of companies to produce detailed and prescriptive reports on sustainability-related matters within their financial statements – including large EU companies (including EU subsidiaries of non-EU parent companies), EU and non-EU-companies (including small and midsize enterprises) with listed securities on EU-regulated markets (except micro-undertakings) and non-EU companies with significant turnover and a legal presence on EU markets. For the purposes of CSRD, “large” companies are those with at least two of the following qualities: (a) more than 250 employees; (b) a turnover of more than €40 million; or (c) total assets of more than €20 million or more. For non-EU companies, CSRD applies where the company

derives €150 million of turnover from the EU, and has an EU subsidiary itself meeting the thresholds, or an EU branch with turnover of more than €40 million. The reporting requirements will be phased in from 2024, with the first reports including audited information on sustainability-related matters being published in 2025 to cover the 2024 financial year.

As well as quantitative reporting on how sustainability matters affect business on a forward-looking and retrospective basis, companies in-scope of CSRD will also be required to report more substantively on social, human rights and governance issues, including the company's climate-related transition plans and the impact that the company's business activities have on people and the environment. There is however still uncertainty around the specific requirements of CSRD reporting. The reporting standards under CSRD are still due to be published within delegated acts and only the draft standards are available at present.

In addition to the above EU regulations, the UK FCA has published final rules for its Sustainability Disclosure Requirements and investment labels regime ("SDR"). The new regime is primarily directed at UK investment funds with retail investors that are managed by UK-regulated asset managers, which does not include the Fund, but the FCA is expected to consult on extending the regime to non-UK funds marketed in the UK in due course. The scope of this possible extension is currently unclear, but it could potentially restrict the marketing of the Fund in the UK and/or result in additional costs to the Fund, in each case, as applicable. SDR also includes an 'anti-greenwashing' rule which is of broad application and could increase the regulatory compliance and other costs associated with marketing the Fund in the UK, as applicable.

Without further legal certainty regarding the operation of the framework, a lack of official guidance, conflicting or inconsistent regulatory guidance, a lack of established market practice and/or data gaps or methodological challenges affecting the ability to collect relevant data to comply with the above regulations, it is difficult to assess the costs of compliance with them for the Fund and/or the Portfolio Funds, as applicable. In relation to EU regulation, there could also be divergent interpretations of the requirements at the EU Member State level. The Investment Manager (and/or its delegate) and the Portfolio Managers, as applicable, will therefore have to continue to monitor any developments to these regulations and resources may need to be allocated to determine how the Fund and/or the Portfolio Funds may be impacted by the new regulatory framework which could in turn create an additional compliance burden and reporting costs. This could include: costs and expenses of: collecting and calculating data; the preparation of policies, disclosures and reports; marketing and regulatory matters; costs and engaging third party advisors and/or service providers to fulfil the requirements. The Fund and/or the Portfolio Funds will bear the costs and expenses of compliance with the above regulations and marketing and regulatory matters. The Investment Manager (and/or its delegate) and the Portfolio Managers, as applicable, will reserve the right to adopt such arrangements as it deems necessary or desirable to comply with such, including to determine in its discretion that it is not feasible to implement certain ESG initiatives based on cost, timing or other considerations.

Additionally, ESG integration and responsible investing practices are evolving rapidly and there are different frameworks, methodologies, and tracking tools being implemented by other asset managers and the Investment Manager's (and/or its delegate's) and the Portfolio Managers',

as applicable, approach to ESG may not align with the approach used by other asset managers or preferred by investors or with future market trends.

There is also a risk that the Investment Manager (and/or its delegate) and/or the Portfolio Managers may not be able to obtain the data required to independently verify the ESG information reported by portfolio entities, which will be required by the Fund and/or the Portfolio Funds to comply with their own reporting and disclosure obligations.

Moreover, to the extent that other applicable jurisdictions enact similar laws and/or frameworks, there is a risk that the Fund and/or the Portfolio Funds may not be able to maintain alignment with such laws and/or frameworks, and/or may be subject to additional or conflicting compliance burdens and costs, which might adversely affect the investment returns of the Fund and/or the Portfolio Funds, as applicable.

Overall, these regulatory developments could expose the Investment Manager (and/or its delegate) and/or the Portfolio Managers to conflicting regulatory requirements in the United States when acting as a delegate of an AIFM (if applicable).

Sustainability Risks The SFDR defines “sustainability risks” as environmental, social or governance events or conditions that, if they occur, could cause an actual or a potential material negative impact on the value of an investment. The Investment Manager (or its delegate), the Portfolio Managers, the Portfolio Funds, the Fund, and other parties, such as Service Providers or a Portfolio Fund or Fund counterparties, may be negatively affected by sustainability risks. If appropriate for an investment, the Investment Manager (or its delegate) may conduct sustainability risk-related due diligence and/or take steps to mitigate sustainability risks and preserve the value of such investment; however, there can be no assurance that all such risks will be mitigated in whole or in part, nor identified prior to the date the risk materializes. The Investment Manager (or its delegate), the Portfolio Managers, the Portfolio Funds, the Fund, and other parties may maintain insurance to protect against certain sustainability risks, where available on reasonable commercial terms, although such insurance is subject to customary deductibles and coverage limits and may not be sufficient to recoup all losses. Sustainability risks may therefore adversely affect the performance of the Portfolio Funds, and in turn the Fund and its investments.

No Consideration of Principal Adverse Sustainability Impacts At present, the Investment Manager does not, within the meaning of Article 4(1)(a) of the SFDR, consider the adverse impacts of its investment decisions on sustainability factors. The Investment Manager does not currently do so because, among other reasons, the European Commission has requested advice from the European Supervisory Authorities on (1) streamlining and developing further the regulatory framework, (2) potentially extending the lists of universal indicators for PAIs and (3) refining the content of all the PAI indicators and their respective definitions, applicable methodologies, metrics and presentation. The Investment Manager will re-consider the approach once there is more regulatory certainty.

EU Taxonomy Regulation Disclosure Regulation (EU) 2020/852 of the European Parliament and of the Council of 18 June 2020 on the establishment of a framework to facilitate sustainable investment (the “Taxonomy Regulation”) sets out a framework for classifying specific economic activities as “environmentally sustainable.” The investments underlying this financial

product do not take into account the EU criteria for environmentally sustainable economic activities.

Environmental Matters Environmental laws, regulations and regulatory initiatives play a significant role in certain industries and can have a substantial impact on investments made by Portfolio Funds in these industries. Certain industries will continue to face considerable oversight from environmental regulatory authorities and significant influence from non-governmental organizations and special interest groups. Certain Portfolio Funds may invest in investments that are subject to changing and increasingly stringent environmental and health and safety laws, regulations and permit requirements. New and more stringent environmental and health and safety laws, regulations and permit requirements or stricter interpretations of current laws or regulations could impose substantial additional costs on investments or potential investments. Environmental hazards could expose such investments to material liabilities for damages, personal injuries or other environmental harm. Moreover, failure to comply with regulatory or legal requirements could have a material adverse effect on the Portfolio Funds, the Portfolio Managers and/or the Investment Manager, and in turn the Fund. Any noncompliance with these laws and regulations could subject the Portfolio Funds, the Portfolio Managers and/or the Investment Manager to material administrative, civil or criminal penalties or other liabilities.

Additionally, as consensus builds that global warming is a significant threat, initiatives seeking to address climate change through regulation of greenhouse gas emissions have been adopted by, are pending or have been proposed before international and regional regulatory authorities around the world. Many industries (e.g., manufacturing, transportation and insurance) face various climate change risks, many of which could conceivably materially impact them. Such risks include (i) regulatory/litigation risk (e.g., changing legal requirements that could result in increased permitting and compliance costs, changes in business operations, the discontinuance of certain operations and related litigation); (ii) market risk (e.g., declining market for products and services seen as greenhouse gas intensive); and (iii) physical risk (e.g., risks to plants or property owned, operated or insured by a company posed by rising sea levels, increased frequency or severity of storms, drought and other physical occurrences attributable to climate change). These risks could result in unanticipated delays or expenses, especially for electricity, and, under certain circumstances, could prevent completion of investment activities once undertaken, any of which could have an adverse effect on the Fund, the Portfolio Managers, the Investment Manager and/or investments.

United Kingdom Exit from the European Union On January 31, 2020, the United Kingdom (the “UK”) formally left the European Union (“Brexit”). Following the expiration of the transition period on December 31, 2020, EU law no longer applies in the UK. Political and economic uncertainty and periods of exacerbated volatility in both the UK and in wider European markets as a result of Brexit may continue for some time. It also remains possible that the UK’s withdrawal from the EU may lead to a call for similar referenda in other European jurisdictions, which may cause increased economic volatility in the European and global markets and have an adverse effect on the Fund, the Investment Manager and the Portfolio Managers and their respective Portfolio Funds.

Following the UK’s withdrawal from the EU, over time there is likely to be increased divergence between the UK and the EU on legal, political and economic matters. To the extent

applicable, it is possible that this may affect the eligibility of the Fund for certain UK investors if such investors become subject to restrictions on their ability to invest in vehicles established outside the UK and/or managed by a manager situated outside the UK. As a consequence, if applicable, UK investors may be forced to sell or otherwise dispose of interests in the Fund. Furthermore, investment in the Fund may become less attractive for certain UK investors, in the event of increased capital charges or capital requirements or different quota allocations for investors.

MiFID II The EU market in financial instruments package comprising notably the (EU) Directive 2014/65/EU of the European Parliament and of the Council of 15 May 2014 on markets in financial instruments and Regulation 600/2014 of the European Parliament and of the Council of 15 May 2014 on markets in financial instruments (together with related delegated regulations, “MiFID II”) increased regulation of trading platforms and firms providing investment services in the EU.

MiFID II affects financial market structure, trading and clearing obligations, product governance and investor protection. MiFID II has introduced significant changes to pre- and post-trade transparency obligations in respect of financial instruments admitted to trading on EU trading venues, including a new transparency regime for non-equity financial instruments; an obligation to execute transactions in shares and derivatives on a regulated trading venue; and regulation of algorithmic and high frequency trading. Prior to Brexit, the UK implemented MiFID II into national law. However, following Brexit, MiFID II is applied separately to UK and EU markets, including separate share trading obligations and derivatives trading obligations, and this may have an impact on liquidity in certain financial instruments, as some of the sources of liquidity exit UK and/or European markets, and an increase in transaction costs, and, as a consequence, may have an adverse impact on the ability of the Investment Manager and/or the Portfolio Managers to execute the investment programs of their investments effectively.

MiFID II rules regarding commodities derivatives (together with other EU and, following Brexit, UK regulations governing trading in commodities and commodity derivatives), including position limits and position management powers could similarly lead to liquidity reduction and/or an increase in costs and spreads in the European commodities markets.

Although the full impact of these reforms is difficult to assess at present, it is possible that the resulting changes in the available trading liquidity options and increases in transactional costs may have an adverse effect on the ability of the Investment Manager and the Portfolio Managers to execute their respective investment programs.

New rules requiring unbundling the costs of research and other services from dealing commission and further restrictions on the Investment Manager’s and/or the Portfolio Managers’ ability to receive certain types of goods and services from brokers may also result in an increase in the investment-related expenditure of the Fund and/or negatively impact the Investment Manager’s and/or the Portfolio Managers’ ability to access investment research.

EU Securitisation Regulation With effect from January 1, 2019, Regulation (EU) 2017/2402, including as it forms part of the United Kingdom’s (“UK”) retained EU legislation following the UK’s withdrawal from the European Union (“EU”) (subject to any subsequent

divergence in the provisions thereunder or the guidance applicable thereto) (the “Securitisation Regulation”) superseded the previous EU risk retention requirements. The Securitisation Regulation repealed and replaced the prior EU risk retention requirements with a single regime that applies to EU and UK credit institutions, insurance companies, alternative investment funds (“AIFs”) managed and marketed in the EU and certain other financial institutions, including UCITS funds and institutions for occupational pension provision (each, an “Affected Investor”). Such Affected Investors are required to limit their investments in securitizations to those that comply with the Securitisation Regulation. “Affected Investors” may in certain cases include certain overseas entities, including affiliates of UK and EU credit institutions based in the United States and non-EU, non-UK (“third country”) AIFs that have been registered for marketing in the EU and/or the UK by non-EU, non-UK managers of AIFs.

Investors should be aware that there are material differences between the Securitisation Regulation and the prior EU risk retention requirements, particularly with respect to transaction transparency, reporting and diligence requirements and the imposition of a direct compliance obligation on the “sponsor”, “originator” or “original lender” of a securitization where such entity is established in the EU or the UK.

The Securitisation Regulations purport to make non-EU/non-UK based funds that are marketed in the EU/UK (as applicable) after January 1, 2019 subject to the applicable Due Diligence Requirements. It is not intended that the Fund be marketed in the EU/UK; however, the Securitisation Regulations also restrict any Affected Investors being “exposed” to securitization positions that are not compliant with certain requirements of the applicable Securitisation Regulation. The Fund is not restricted from acquiring securitization positions that are not compliant with the requirements of the Securitisation Regulations, and may acquire such securitization positions. Accordingly, an Investor should consult with its own legal, accounting, regulatory and other advisors and/or its national regulator to (i) make a determination as to its own regulatory status and whether they are an Affected Investor and (ii) make an independent assessment of the merits of an investment in the Fund, including, without limitation, a determination as to whether such investment is suitable for such investor. Each investor by virtue of receipt of this document and acquiring an interest in the Fund will be deemed to have agreed to acquire and hold an exposure to securitization positions that are not compliant with the requirements of the EU Securitisation Regulation or the UK Securitisation Regulation. The Fund, its general partner and their respective affiliates will have no liability to the extent an Affected Investor determines after acquiring an interest in the Fund that such investor is not permitted to have exposure to securitization positions that are not compliant with the EU Securitisation Regulation or the UK Securitisation Regulation, nor will such investor be permitted to withdraw from the Fund or transfer its interest in the Fund without the prior consent of the Investment Manager.

Investors are themselves responsible for monitoring and assessing any changes to the Securitisation Regulation, including any delegated or implementing legislation made pursuant to the Securitisation Regulation, and any other EU, UK or other applicable risk retention laws and regulations.

ESG Framework Risk Blackstone has established a firm-wide environmental, social, and governance (“ESG”) policy and related programs and procedures, including the Investment

Manager's ESG Policy (collectively, the "ESG Framework") that the Investment Manager intends to apply, as applicable, across investments consistent with and subject to its fiduciary duties and applicable legal, regulatory or contractual requirements. The Investment Manager will endeavor to consider material³ ESG factors where applicable in connection with the Fund's investment activities in order to protect and maximize investment performance. However, the act of selecting and evaluating material ESG factors is subjective by nature, and there is no guarantee that the criteria utilized or judgment exercised by the Investment Manager 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 the Investment Manager not to make an investment that it would have made or to make a management decision with respect to a Portfolio Fund differently than it would have made in the absence of such consideration. Additionally, ESG factors are only some of the many factors that the Investment Manager 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 the Investment Manager considers application of the ESG Framework to be an opportunity to enhance or protect the performance of investments over the long-term, the Investment Manager cannot guarantee that its ESG Framework, which depends in part on skill and qualitative judgments, will positively impact the performance of any individual investment or the Fund. For the avoidance of doubt, the Investment Manager 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, an AIFM and/or the Investment Manager, as applicable, 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 the Investment Manager to incorrectly identify, prioritize, assess or analyze the entity's ESG practices and/or related risks and opportunities. While an AIFM and/or the Investment Manager, as applicable, 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, the Investment Manager's ESG Framework is expected to change over time. The Investment Manager could determine, in its discretion, to revisit the implementation of certain of its ESG initiatives (including due to cost, timing, or other considerations). It is also possible that market dynamics or other factors will make it impractical, inadvisable or impossible for the Investment Manager to adhere to all ESG-related elements of a particular 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.

³ 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.

There is also growing regulatory and investor interest, particularly in the US, UK and EU (which may be looked to as models in growth markets), in improving transparency around how asset managers define and measure ESG performance, in order to allow investors to validate and better understand sustainability claims. The Investment Manager'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 the Fund. The Investment Manager cannot guarantee that its current approach will meet future regulatory requirements, reporting frameworks or best practices. There is also a 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, the Investment Manager'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, Blackstone 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 Fund. 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.

FOIA and Similar Laws Investors in the Fund may include public pension plans and listed investment vehicles, which are subject to public disclosure requirements. The amount of information about such Investors' investments that is required to be disclosed has increased in recent years, and that trend may continue. The Investment Manager may determine in good faith that, as a result of the U.S. Freedom of Information Act ("FOIA"), any governmental public records access law, any state or other jurisdiction's laws similar in intent or effect to FOIA, or any other similar statutory or regulatory requirement, an Investor or any of its affiliates is required to disclose information relating to the Fund, the Investment Manager, the Portfolio Managers, the Portfolio Funds or any of their respective affiliates, and such disclosure could, for example, affect the Fund's competitive advantage with respect to investments with Portfolio Managers and in the Portfolio Funds. The Investment Manager may, in order to prevent any such potential disclosure, withhold all or any part of the information otherwise to be provided to such Investor, as more fully described in the Fund Documents. Without limiting the foregoing, in the event that any party seeks the disclosure of information relating to the Fund, the Investment Manager, the Portfolio Managers, the Portfolio Funds or any of their respective affiliates under FOIA or any such similar law, the Investment Manager may, in its sole discretion, initiate legal action or otherwise contest

such disclosure, which may or may not be successful, and any expenses incurred therewith will be borne by the Fund.

Tax Considerations The Fund may take positions with respect to certain tax issues which depend on legal conclusions not yet addressed by the courts. Should any such positions be successfully challenged by a taxing authority, there could be a material adverse effect on the Fund or (as applicable) one or more Investors. The taxation of investment funds and investors is complex. Investors are strongly urged to consult their own tax advisors about the implications of their investment in the Fund.

Taxation in Non-U.S. Jurisdictions The Investment Manager and/or its affiliates have offices in several jurisdictions and their representatives may travel to various jurisdictions carrying out the business of the Fund. It is intended that the Investment Manager and/or its affiliates will conduct their activities in such a manner that they do not create a taxable presence or a “permanent establishment” for the Fund in any jurisdiction. However, there is a risk that the relevant tax authorities may take a different view and seek to impose tax in jurisdictions where the Investment Manager and/or its affiliates are carrying on activities on behalf of the Fund, which could have an adverse effect on the investment returns of the Fund.

Accounting for Uncertainty in Income Taxes The Financial Accounting Standards Board has released Accounting Standards Codification Topic 740 (“ASC 740”) (formerly known as “FIN 48”) to provide consistent guidance on the recognition of uncertain tax positions. ASC 740 prescribes, among other things, the minimum recognition threshold that a tax position is required to meet before being recognized in an entity’s financial statements. Investors should be aware that, among other things, ASC 740 could have a material adverse effect on the periodic calculations of the net asset value of the Fund, including reducing the net asset value of the Fund to reflect reserves for income taxes that may be payable in respect of prior periods by the Fund. This could adversely affect certain Investors, depending upon the timing of their purchase and redemption of their Investment.

Delayed Schedules K-1 If the Fund is taxed as a partnership for US tax purposes, it is unlikely that the Fund will be able to provide final Schedules K-1 to Investors for any given fiscal year until significantly after April 15 of the following year. The Fund will provide Schedules K-1 as soon as practical after receipt of tax information from Portfolio Funds necessary to prepare such Schedules as well as completion of the Fund’s annual audit (which may be six months or more after year end). Investors may be required to obtain extensions of the filing date for their income tax returns at the Federal, state and local levels.

Non-Voting Securities; Company Act Restrictions The Investment Manager also manages investment companies (“Blackstone Registered Funds”) that are registered under the Investment Company Act. In order to avoid certain Investment Company Act limitations and prohibitions with respect to affiliated transactions, if the Fund invests in an underlying Portfolio Fund in which a Blackstone Registered Fund also invests, the Fund, at the time of investment, may elect to invest in non-voting securities of such Portfolio Fund (if such a class is available) or may be subject to a contractual arrangement under which the Fund has waived its rights (if any) to vote for the election or removal of such Portfolio Fund’s directors (or rights considered equivalent to this under applicable SEC staff interpretations). Neither the Fund nor the Investment Manager nor

any other client of the Investment Manager will receive any consideration in return for entering into a voting waiver arrangement. The Investment Manager will allocate the acquisition of voting and non-voting securities among its clients in a manner that is deemed to be fair and equitable to all of its clients.

To the extent the Fund holds non-voting securities, it will not be able to vote on matters that require the approval of the interest-holders the underlying Portfolio Fund, including matters potentially adverse to the Fund's interests. If the Fund's ability to vote is limited, its ability to influence matters being voted on will be reduced relative to other investors.

There are Investment Company Act tests of affiliation other than the percentage of the voting securities of an issuer, such as on the basis of control. Therefore, the prohibitions of the Investment Company Act with respect to affiliated transactions could apply in some situations regardless of the percentage of the voting securities of a Portfolio Fund held by the Fund. In addition, the Investment Manager may determine not to invest the Fund's assets in a Portfolio Fund, or may redeem/withdraw all or a portion of an existing Fund investment in a Portfolio Fund, in order to address adverse regulatory implications that would arise under the Investment Company Act for the Fund and the Investment Manager's other clients if that investment was made or maintained. To the extent that the adverse regulatory implications are attributable to a Blackstone Registered Fund's investment, the Investment Manager may cause the Fund to redeem/withdraw prior to other Investment Manager clients.

Investment Manager Registration While certain of its affiliates are registered with the U.S. Securities Exchange Act of 1934, as amended (the "Exchange Act"), as a broker-dealer, the Investment Manager is not registered as a broker-dealer under the Exchange Act or with FINRA and, consequently, is not subject to the recordkeeping and specific business practice provisions of the Exchange Act or the rules of FINRA.

The Investment Manager is registered under the Advisers Act. Registered Advisers are subject to substantial regulatory reporting and recordkeeping requirements regarding their investment advisory business. Compliance with these reporting and recordkeeping requirements will require the expenditure of the Investment Manager's resources and the attention of certain personnel.

In addition to the foregoing, as a Registered Adviser, the Investment Manager may be required to periodically file Form PF with the SEC. The Advisers Act rule 204(b)-1 (the "Form PF Rule") implements Sections 404 and 406 of the Dodd-Frank Act requiring advisers to hedge funds and other private funds to report information for use by the Financial Stability Oversight Council in monitoring risk to the U.S. financial system. Among other things, certain large private fund advisers are required to file a Form PF on a quarterly basis reporting on matters such as exposures by asset class, geographical concentration, turnover and, in certain cases, leverage, risk profile and liquidity. Such regulatory initiatives may be burdensome and may consume significant time and resources of both the Investment Manager and the Fund (which, for instance, will pay the expenses associated with preparing the Form PF filing).

Changes in the U.S. Federal Income Tax System Investors will be subject to the risk that future changes to tax laws may adversely affect the U.S. federal income tax consequences of their investment in the Fund. Changes in existing tax laws or regulations and their interpretation may be enacted after the date of this Disclosure Document, possibly with retroactive effect, and could alter the income tax consequences of an investment in the Fund. Certain provisions of the Code may be further amended or interpreted in a manner adverse to the Fund, in which event any benefits derived from an investment in the Fund may be adversely affected. Potential investors should read this entire Disclosure Document, in addition to the Memorandum, and consult with their own advisors before making a determination whether to purchase Interests. No assurance can be given that profits will be achieved or that substantial losses will not be incurred.

Tax Uncertainty The taxation of investment funds and investors is complex, and in many cases uncertain. Additionally, some statutory provisions remain to be interpreted by administrative regulations. Similarly, tax authorities may change (including retroactively) their interpretations or enforcement approach to the applicable tax rules. Investors will thus be subject to the risk caused by the uncertainty of the tax consequences with respect to an investment in the Fund. Each prospective Investor should have the tax aspects of an investment in the Fund reviewed by professional advisors familiar with such Investor's personal tax situation and with the tax laws and regulations applicable to the Investor and private investment vehicles.

Depending on the interpretation or enforcement of the relevant tax rules by a tax authority or a counterparty, an Investor may be required to provide more information to the Fund or a tax authority than was originally required or to file a tax return with the authority. In addition, if a tax authority prevails in a reassessment, the Fund may need to take reserves or require Investors to return some of the proceeds received from prior distributions to satisfy these reassessments.

Entity-Level Audits Pursuant to the U.S. Bipartisan Budget Act of 2015, as amended, or any similar state or local tax rules (the "BBA"), if the Fund is taxed as a partnership for U.S. federal income tax purposes, the U.S. Internal Revenue Service (the "IRS") is generally permitted to determine adjustments to items of income, gain, deduction, loss or credit of the Fund, and assess and collect taxes attributable thereto (including any applicable penalties and interest), at the Fund level. Although certain elections (including the "push out" election) or other procedures may be available to mitigate the impact of such determination, assessment or collection, there can be no assurances that the Fund will avoid, or will be able to avoid, any entity-level determination, assessment or collection. In addition, any such elections or procedures may have differing results on the tax liability of the Investors and may not be favorable for all Investors, depending on the tax status of each Investor, and the Fund may not be able to take into account the particular facts or circumstances of an Investor. If the Fund does not or is not able to make the push out election and an adjustment is made, then amounts available for distribution to the Investors at or after the time of the adjustment could be reduced by any taxes (including interest and penalties) arising from the adjustment. As a result, an Investor may be required to bear a share of the economic burden of taxes so assessed or collected without regard to whether such person was an Investor, or without regard to its relative ownership interest, during the taxable year of the Fund to which such taxes relate. In some cases, such as in cases where the Fund has ceased to exist or if the Fund fails to pay an imputed underpayment for U.S. federal income tax purposes, an Investor may be directly liable for a given adjustment (even if the adjustment relates to income allocable to other Partners). If the Fund is taxed as a partnership for U.S. federal income tax purposes and is required to file,

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or files, a U.S. income tax return, the Fund must designate a representative under the BBA (with respect to the Fund, the “Partnership Representative”) with the sole authority to act on behalf of, and to bind, the Fund, its partners, and any other person whose tax liability is determined by taking into account adjustments under the BBA. Limitations on the authority of the Partnership Representative in the Partnership Agreement or in any other agreement will not be binding during examinations upon audit or any other proceedings. In addition, Investors will not be able to participate in any such examinations or proceedings without permission of the IRS. Investors should note that the BBA regime is complex and that the impact on any current or future allocations made or cash available for distributions or withdrawals by the Fund is uncertain. The Fund may also be exposed to the risk that these rules apply to any entity in which the Fund invests or any affiliated entity of the Fund, in each case that is taxed as a partnership for U.S. federal income tax purposes. The legal and accounting costs incurred in connection with any audit of the Fund will be borne by the Fund. The cost of any audit of any Investor will be borne solely by the Investor. Prospective Investors should consult their own tax advisors in this regard.

If the Fund is treated as an association taxable as a corporation for U.S. federal income tax purposes, the Fund may also bear taxes imposed under the BBA with respect to certain investments made by the Fund, specifically the Fund’s share of any audit adjustment (together with interest and penalties) assessed at the level of an entity in which the Fund has an interest and that is taxed as a partnership for U.S. federal income tax purposes (i) where such entity has not elected pursuant to Section 6226 of the Internal Revenue Code of 1986, as amended to have such assessment “pushed out” or assessed against its partners, including the Fund, or (ii) where such entity has so elected to “push out” such assessment against its partners, including the Fund. As a result, an Investor in the Fund may bear a share of the economic burden of taxes so assessed or collected without regard to whether such person was an Investor, or without regard to its relative ownership interest, during the taxable year of the Fund to which such taxes relate.

Tax Liabilities without Distributions If the Fund is taxed as a partnership for U.S. federal income tax purposes and has taxable income in a fiscal year, each Investor will be taxed on that income in accordance with its allocable share of the Fund’s profits, whether or not such profits have been distributed. An Investor may incur tax liability with respect to activities of the Fund without receiving sufficient distributions from the Fund (if any) to defray such tax liabilities. In order to satisfy its tax liability in such a case, an Investor would need sufficient funds from sources other than the Fund. Furthermore, the Fund may make investments with respect to which the Fund recognizes income for U.S. federal income tax purposes prior to receiving the cash or realizing the income as an economic matter. In addition, the Fund may recognize income for U.S. federal income tax purposes that does not reflect income as an economic matter. Such recognition of income prior to receipt of an economic benefit, if any, may result in increased tax liability for the Investors.

FATCA Compliance Sections 1471 through 1474 of the Code, known as the U.S. Foreign Account Tax Compliance Act (together with any regulations, rules and other guidance implementing such Code sections and any applicable intergovernmental agreements (“IGA”) or any information exchange agreement and related statutes, regulations, rules and other guidance thereunder, “FATCA”) impose a withholding tax of 30% on certain U.S. source interest, dividends and other types of income which are received by a foreign financial institution (“FFI”), unless such FFI enters into an agreement with the IRS (an “FFI Agreement”), and/or complies with an

applicable IGA, to obtain certain information as to the identity of the direct and indirect owners of accounts in such institution. In addition, a withholding tax may be imposed on payments to certain non-financial foreign entities which do not obtain and provide information as to their direct and indirect owners. There can be no assurance that lower-tier non-U.S. entities in which the Fund invests will be able to avoid the incurrence of FATCA withholding.

The Fund may be required to act as a withholding agent for the IRS under FATCA and therefore be required to withhold on income and proceeds paid or allocated to an Investor that fails to comply with FATCA, which could occur if an Investor that is an FFI does not enter into an FFI Agreement, is not otherwise exempt from such withholding, and/or does not provide the appropriate information and documentation (including the prescribed forms) to the Fund or its agents showing its exemption from such withholding or compliance with FATCA. The Fund intends to collect the appropriate documentation from all Investors in the Fund in order to determine whether it is required to withhold under FATCA with respect to distributions or, if the Fund is taxed as a partnership for U.S. federal income tax purposes, allocations of income and gains made to Investors.

The Fund reserves the right to take any action and/or pursue all remedies at their disposal to avoid withholding requirements or otherwise to mitigate the consequences of an Investor's failure to comply with FATCA, including mandatory redemption or withdrawal of the Investor concerned. In this regard, the Fund has certain rights to request, and the Investors have certain obligations to provide, information and documentation that may be used by the Fund in complying with their obligations under FATCA. In addition, no Investor affected by any action or remedy by the Fund shall have any claim against the Fund and the Administrator (or their agents, delegates, employees, directors, officers or affiliates) for any form of damages or liability as a result of actions taken or remedies pursued by or on behalf of the Fund in order to comply with FATCA. The Organisation for Economic Co-operation and Development ("OECD") has developed a common reporting standard ("CRS"), which is similar to FATCA, to achieve a comprehensive and multilateral automatic exchange of information on a global basis, and the future costs of compliance with and general impact of CRS on the Fund may be adverse.

Identity of Beneficial Ownership and Withholding on Certain Payments In order to avoid a U.S. withholding tax of 30% on certain payments made with respect to certain actual and deemed U.S. investments, each relevant non-U.S. Portfolio Fund through which the Fund invests is required to register with the IRS and agree to identify certain of its direct and indirect U.S. account holders (including debtholders and equityholders). In addition, in order for a non-U.S. investor to avoid a U.S. withholding tax of 30% on its allocable portion (if the Fund is taxed as a partnership for U.S. federal income tax purposes) or distributed portion (if the Fund is treated as an association taxable as a corporation for U.S. federal income tax purposes) of such payments, such non-U.S. investor (i) is generally required to provide identifying information with respect to certain of its direct and indirect U.S. owners or (ii) if such non-U.S. investor is a "foreign financial institution" within the meaning of Section 1471(d)(4) of the Internal Revenue Code of 1986, as amended, such non-U.S. investor is generally required to register with the IRS and agree to identify certain of its own direct and indirect U.S. account holders (including debtholders and equityholders). Any such information provided to the Fund will be shared with the IRS. Investors should consult their own tax advisors regarding the possible implications of these rules on their Investment.

Base Erosion, Profit Shifting and Related Measures. The OECD together with the G20 countries has committed to reduce perceived abusive global tax avoidance, referred to as base erosion and profit shifting (“**BEPS**”). As part of this commitment, an action plan has been developed to address BEPS with the aim of securing tax revenue by realigning taxation with economic activities and value creation by creating a single set of consensus based international tax rules.

As part of the BEPS project, new rules dealing with the operation of double tax treaties, the definition of permanent establishments, interest deductibility and the taxation of hybrid instruments and hybrid entities have already been introduced and will continue to be introduced in relevant tax legislation of participating OECD countries. Depending on if and how these proposals are implemented, they may have a material impact on how returns to investors are taxed. Such implementation may also give rise to additional reporting and disclosure obligations for the Fund and/or Investors.

Investors should consult their tax advisors as to the withholding, filing and information reporting requirements that may be imposed on them in respect of their ownership of Interests.

THE FOREGOING LIST OF RISK FACTORS DOES NOT PURPORT TO BE A COMPLETE ENUMERATION OR EXPLANATION OF THE RISKS INVOLVED IN AN INVESTMENT IN THE FUND. PROSPECTIVE INVESTORS SHOULD READ THIS ENTIRE DISCLOSURE DOCUMENT, IN ADDITION TO THE MEMORANDUM, AND CONSULT WITH THEIR OWN ADVISORS BEFORE DECIDING WHETHER TO INVEST IN THE FUND. NO ASSURANCE CAN BE GIVEN THAT ANY INVESTMENT OBJECTIVE OF THE FUND WILL BE ACHIEVED OR THAT INVESTORS WILL RECEIVE A RETURN ON THEIR CAPITAL OR THAT THEIR CAPITAL WILL NOT BE LOST.

CONFLICTS OF INTEREST

The Fund is subject to a number of actual and potential conflicts of interest. References in this Section to the term “Fund” should be understood to include the Fund and/or any other vehicle utilized by the Fund for investments. Investors are urged to review the Investment Manager’s Form ADV Part 2 for additional disclosures regarding potential conflicts of interest.

Allocation of Investment Opportunities and Capacity The Investment Manager has duties and obligations to a significant number of Other BAAM Clients (as defined below), some of which follow similar investment strategies and invest in the same types of Portfolio Funds. Accordingly, certain investment strategies of the Fund and some Other BAAM Clients overlap, and such Other BAAM Clients may have priority over the Fund in respect of particular investment opportunities. If an investment opportunity is appropriate for the Fund and one or more BAAM Direct Trading Funds, BAAM-Exclusive Funds, BAAM Multi-Manager Funds, Intermediate Entities, Investment Manager affiliates and/or their clients (collectively, “Other BAAM Clients”), the Investment Manager will determine allocations of such opportunity in accordance with its written allocation policies and procedures as determined by the Investment Manager in its sole discretion, taking into account various criteria, including, but not limited to:

- Available capacity;
- Targeted investment/sale size;
- Client investment strategies, target returns, objectives and time horizon;
- The extent of involvement of the respective teams of investment professionals dedicated to the respective clients in sourcing and underwriting the investment;
- Legal and regulatory restrictions;
- Client-imposed investment guidelines/restrictions;
- Investment liquidity levels;
- Available capital;
- Investment type, geographic focus, asset class, sector and anticipated hold period;
- The relative risk/return profile of the investment;
- Relation to existing investments in a fund or client account, if applicable (*e.g.*, “follow on” to existing investment or same security as existing investment);
- Avoidance of odd lots or excessive transaction costs relative to the size of a client’s participation;
- Tax, accounting and operational considerations;
- Diversification considerations and other portfolio or market risk factors;
- Volatility and leverage considerations;
- Need to rebalance positions held in an investment due to capital infusions or withdrawals;
- Contractual arrangements with clients (including with Other BAAM Clients); and
- Ability to employ, availability, timing of and form of leverage, hedging, derivatives, credit facilities, syndication strategy or other similar strategies in connection with acquiring, holding or disposing of the investment.

Investment opportunities can be allocated other than on a pro rata basis where the Investment Manager reasonably determines another equitable allocation is appropriate in light of one or more relevant factors affecting the Fund and Other BAAM Clients. Investors should not assume that an investment opportunity that may be appropriate for the Fund will necessarily be offered to the Fund. Moreover, the application of the allocation policies and procedures may result in the Fund receiving the entire allocation of certain opportunities, a smaller allocation of certain opportunities, not receiving an allocation of certain opportunities and/or no longer receiving future allocations of certain opportunities.

Third-party Portfolio Managers may frequently impose limits on the amount or type of assets they accept and the number of accounts that they are willing to manage. As a result, the Investment Manager and Blackstone may be required to choose among the Fund and Other BAAM Clients in allocating assets to such third-party Portfolio Managers. Separately, limited capacity opportunities may arise or be further exacerbated to the extent that both the Fund and Other BAAM Clients wish to invest in the same specific opportunity, whether directly or through third-party Portfolio Managers. To the extent that the Fund and Other BAAM Clients as well as entities affiliated with the Investment Manager wish to invest in investment opportunities with limited capacity, the Investment Manager and Blackstone will be required to choose, in accordance with their written allocation policies and procedures, among the Fund and such Other BAAM Clients in allocating such opportunities. Further, the Fund and Other BAAM Clients have and may continue to have different management fee and/or performance fee or allocation structures. Accordingly, it is possible that the Investment Manager and Blackstone could allocate a limited investment opportunity to a client that has a more favorable fee structure. Decisions as to the allocation of investment opportunities present numerous conflicts of interests, which may not always be resolved in a manner that is favorable to the Fund's interests.

Financial Interests in Portfolio Managers Subject to the Fund Documents and any investment guidelines contained therein, the Fund will invest in Portfolio Funds in which the Investment Manager and its affiliates have an ownership or other economic interest, including BAAM Direct Trading Funds, BAAM-Exclusive Funds, BAAM Multi-Manager Funds, Blackstone Affiliated Funds and Blackstone Interest Funds (as more fully described below), which give rise to potential conflicts of interest. Further, it is possible that such BAAM Multi-Manager Funds, BAAM Direct Trading Funds, BAAM-Exclusive Funds, and Intermediate Entities in which the Fund is invested may in turn invest in other BAAM Multi-Manager Funds, Blackstone Interest Funds, Blackstone Affiliated Funds and Intermediate Entities. To the extent the Fund makes such investments, it generally will be subject to fees in respect of its direct and indirect exposure to Blackstone Interest Funds and Blackstone Affiliated Funds, and may be subject to fees in respect of its indirect exposure to BAAM Multi-Manager Funds. It is also the case that persons associated with the Investment Manager or Blackstone will have a direct or indirect ownership interest in one or more BAAM Multi-Manager Funds, Blackstone Interest Funds and/or Blackstone Affiliated Funds.

The Investment Manager and its affiliates will endeavor to manage these potential conflicts in a fair and equitable manner, subject to legal, regulatory, contractual or other applicable considerations. These potential conflicts principally relate to the following:

BAAM Multi-Manager Funds and BAAM Direct Trading Funds. The Investment Manager has an incentive to allocate the Fund's assets to BAAM Direct Trading Funds and BAAM Multi-Manager Funds, and/or maintain an existing investment by the Fund in a BAAM Direct Trading Fund and/or a BAAM Multi-Manager Fund despite adverse performance results, since the Investment Manager or one of its affiliates has a direct or indirect financial interest in the success of such funds. If the Fund invests in a BAAM Direct Trading Fund or a BAAM Multi-Manager Fund, management fees and performance-based allocations or fees will not be charged or allocated at both the Fund level on the one hand, and at the BAAM Multi-Manager Fund or the BAAM Direct Trading Fund level, on the other hand.

Intermediate Entities. The Fund may also invest in Intermediate Entities. For example, "pods" and "wrappers" are considered Intermediate Entities. If such an Intermediate Entity is utilized, the Investment Manager will not charge or allocate management fees or performance-based allocations or fees at the Intermediate Entity level.

Blackstone Affiliated Funds and Blackstone Interest Funds. Blackstone receives a substantial portion of the revenues attributable to Blackstone Affiliated Funds and/or Blackstone Interest Funds, in some instances greater than the portion of the revenues it receives from the Fund. In addition, when the Fund, directly or indirectly (through one or more Intermediate Entities, BAAM Direct Trading Funds or BAAM Multi-Manager Funds), invests a portion of its assets in a Blackstone Affiliated Fund or a Blackstone Interest Fund, management fees and performance-based allocations or fees generally will be charged or allocated at the Fund level, on the one hand, and at the Blackstone Affiliated Fund level or Blackstone Interest Fund level, as applicable, on the other hand. These economic interests give rise to a conflict of interest in allocating the Fund's assets between a Blackstone Interest Fund or Blackstone Affiliated Fund, on the one hand, and an unaffiliated Portfolio Fund, on the other hand. The Investment Manager has an incentive to allocate the Fund's assets to Blackstone Affiliated Funds and/or Blackstone Interest Funds, since affiliates of the Investment Manager have a direct or indirect financial interest in the success of such funds. For the avoidance of doubt, if the Investment Manager or one of its affiliates acting as an investment manager, general partner, or in a similar capacity no longer receives and retains an ongoing economic benefit from its interest with respect to a Portfolio Manager, the Portfolio Funds managed by such Portfolio Manager will not be considered Blackstone Affiliated Funds or Blackstone Interest Funds.

To the extent the Fund makes investments in BAAM Multi-Manager Funds, BAAM Direct Trading Funds or Intermediate Entities, it is possible such Portfolio Funds may in turn invest in other BAAM Multi-Manager Funds, Blackstone Interest Funds or Blackstone Affiliated Funds. In such case, the Fund generally will be subject to fees in respect of its indirect exposure to such Blackstone Interest Funds and Blackstone Affiliated Funds, and may be subject to fees in respect of its indirect exposure to BAAM Multi-Manager Funds.

Strategic Alliance Fund. Blackstone Strategic Alliance Advisors L.L.C. ("BSAA"), an affiliate of the Investment Manager, manages certain funds (the "Strategic Alliance Funds") that make seed investments or investments of "acceleration capital" in Portfolio Funds managed by emerging fund managers ("SAF Managers"). Portfolio Funds that are managed by SAF Managers are a type of Blackstone Interest Fund. In connection with such investment, the Strategic Alliance Funds generally receive economic participation with respect to the SAF

Managers in the form of profit sharing, equity interests or other contractual means of participating in the business of the SAF Managers. Generally, after a “seasoning period” of around six months following the Strategic Alliance Funds’ initial investment with a newly-launched SAF Manager, the Fund and Other BAAM Clients may invest with such SAF Manager. The seasoning period typically does not apply to investments with a SAF Manager outside of a SAF Manager’s commingled fund (e.g., a co-investment). To the extent applicable, the Fund or Other BAAM Clients whose assets are treated as “plan assets” for purposes of ERISA and/or Section 4975 of the Code will not invest with a SAF Manager to the extent such an investment would give rise to a non-exempt “prohibited transaction” under ERISA and/or Section 4975 of the Code. Where permitted by the Fund Documents, the Fund has invested, and may in the future invest, with SAF Managers and/or their portfolio companies or affiliates. In addition, a subsequent investment by the Strategic Alliance Funds in a Portfolio Fund in which the Fund is invested could result in the redemption/withdrawal by the Fund from such Portfolio Fund if the Fund’s continued investment would result in (i) a non-exempt “prohibited transaction” under ERISA and/or Section 4975 of the Code and/or (ii) a breach of the Fund Documents. The SAF Managers will not be deemed “affiliates” of Blackstone for any purpose, and there can be no assurance that the terms of transactions and other commercial arrangements between parties related to a SAF Manager, on the one hand, and the Fund, on the other hand, will be at arm’s length or that the Investment Manager or its affiliates will not receive a benefit from such transactions, which may incentivize the Investment Manager to cause these transactions to occur.

To the extent the Fund or Other BAAM Clients invest with a SAF Manager, the Strategic Alliance Funds and BSAA will receive a portion of the revenue the SAF Manager receives in respect of the Fund’s or Other BAAM Clients’ investment. As such, an investment by the Fund or an Other BAAM Client with a SAF Manager generally would benefit the Strategic Alliance Funds and a withdrawal/redemption by the Fund or an Other BAAM Client from a Portfolio Fund managed by such manager generally would be detrimental to the Strategic Alliance Funds. Accordingly, there may be a conflict between the Investment Manager’s obligation to the Fund and the Other BAAM Clients, on the one hand, and the Investment Manager’s interest in the success of the Strategic Alliance Funds, on the other hand. In order to mitigate this potential conflict, BSAA and the Strategic Alliance Funds’ general partner will forgo their share of any management or performance-based allocations or fees derived from the Fund’s or certain Other BAAM Clients’ investment with a SAF Manager. Those amounts will be passed through or rebated to the Fund or such Other BAAM Clients. This pass through/rebate generally also applies in the case of investments with a SAF Manager outside of its commingled vehicle. The Fund and Other BAAM Clients will not otherwise participate in any of the economic arrangements related to any SAF Manager with which they invest.

There is overlap between the Investment Manager’s investment committee and BSAA’s investment committee.

Blackstone Strategic Capital Advisors L.L.C. Blackstone Strategic Capital Advisors L.L.C. (“BSCA”), an affiliate of the Investment Manager, manages certain funds (the “BSCA Funds”) that will make investments (typically in the form of equity interests or revenue shares) in established alternative asset managers (the “BSCA Managers”). Portfolio Funds that are managed by BSCA Managers are considered Blackstone Interest Funds. To the extent permitted by the Fund Documents, the Fund has invested, and may in the future invest, with BSCA

Managers and/or their portfolio companies or affiliates. Since the BSCA Managers are generally expected to be more established than the managers seeded by the Strategic Alliance Funds, there will be no seasoning period before which the Fund or Other BAAM Clients may invest with a BSCA Manager. Where permitted by the Fund Documents, the Fund has invested, and may in the future invest, with BSCA Managers and/or their portfolio companies or affiliates. In addition, a subsequent investment by the BSCA Funds in a Portfolio Fund in which the Fund is invested could result in the redemption/withdrawal by the Fund from such Portfolio Fund if the Fund's continued investment would result in (i) a non-exempt "prohibited transaction" under ERISA and/or Section 4975 of the Code and/or (ii) a breach of the Fund Documents. The BSCA Managers will not be deemed "affiliates" of Blackstone for any purpose, and there can be no assurance that the terms of transactions and other commercial arrangements between parties related to a BSCA Manager and/or its portfolio companies or affiliates, on the one hand, and the Fund, on the other hand, will be at arm's length or that the Investment Manager or its affiliates will not receive a benefit from such transactions, which may incentivize the Investment Manager to cause these transactions to occur.

To the extent the Fund or Other BAAM Clients invest with a BSCA Manager, the BSCA Funds and BSCA will receive a portion of the revenue the BSCA Manager receives in respect of the Fund's or Other BAAM Clients' investment. As such, an investment by the Fund or an Other BAAM Client with a BSCA Manager generally would benefit the BSCA Funds and a withdrawal/redemption by the Fund or an Other BAAM Client from a Portfolio Fund managed by such manager generally would be detrimental to the BSCA Funds. Accordingly, there may be a conflict between the Investment Manager's obligation to the Fund and Other BAAM Clients, on the one hand, and the Investment Manager's interest in the success of the BSCA Funds, on the other hand. With respect to assets of the Fund or such other BAAM Clients which are treated as "plan assets" for purposes of ERISA and/or Section 4975 of the Code, and as otherwise determined by BSCA, BSCA and the BSCA Funds' general partner will forgo their share of any management or performance-based allocations or fees derived from the Fund's or Other BAAM Clients' investment with that BSCA Manager. Those amounts will be passed through or rebated to the Fund or such Other BAAM Clients. This pass through/rebate generally also applies in the case of investments with a BSCA Manager outside of its commingled vehicles. The Fund and Other BAAM Clients will not otherwise participate in any of the economic arrangements related to any BSCA Manager with which they invest.

There is overlap between the Investment Manager's investment committee and BSCA's investment committee.

ERISA Considerations If the assets of the Fund or a BAAM Multi-Manager Fund become "plan assets" for purposes of ERISA and/or Section 4975 of the Code after such fund has invested in a Blackstone Affiliated Fund or Blackstone Interest Fund, and such investment would give rise to a non-exempt "prohibited transaction" under ERISA and/or Section 4975 of the Code, then the Fund or such BAAM Multi-Manager Fund will redeem/withdraw from the Blackstone Affiliated Fund or Blackstone Interest Fund as of the earliest possible date under the terms of such Blackstone Affiliated Fund's or Blackstone Interest Fund's documents without subjecting the investing entity to any penalty.

Trade Errors The Investment Manager has established policies and procedures for the handling of trade errors and will endeavor to correct errors as soon as practicable after discovery

to mitigate any potential losses. In accordance with the Investment Manager's policies and procedures, trade errors are evaluated on a case-by-case basis. The Investment Manager will determine in good faith whether or not a given trade error is required to be reimbursed pursuant to its policies and procedures. In making this determination, the Investment Manager will have a conflict of interest in determining whether a trade error should be attributed to the Fund or the Investment Manager, as applicable. To the extent that a trade error is caused by a third party, such as a Portfolio Manager, broker or agent, the Investment Manager may seek to recover any related trade error losses from such party but will not be obligated to do so. For the avoidance of doubt, the Investment Manager assumes no responsibility for compensating the Fund, or making any third-party compensate the Fund, in such cases.

Allocation of Expenses Allocations of expenses among the Fund, Other BAAM Clients and the Investment Manager will necessarily be subjective and give rise to conflicts of interest among such parties. Subject to the Fund Documents, any expenses common to the Fund and Other BAAM Clients generally will be borne by such entities in such manner as determined by the Investment Manager to be fair and equitable. Although the Investment Manager will attempt to allocate such expenses on a basis that it considers fair and equitable, it may not be possible to precisely determine what portion of such shared expenses are attributable to each of the Fund and such Other BAAM Clients and there can be no assurance that such expenses will in all cases be allocated proportionately. Accordingly, some portion of services paid for by the Fund may be used in some portion for the benefit of Other BAAM Clients.

Blackstone Policies and Procedures Because Blackstone has many different asset management and advisory businesses, it is subject to a number of actual and potential conflicts of interest, greater regulatory oversight, and additional legal and contractual restrictions compared to those to which it would otherwise be subject if it had only one line of business. In addressing these conflicts and regulatory, legal and contractual requirements across its various businesses, Blackstone has implemented certain policies and procedures and information barriers that may reduce the positive synergies that the Fund could otherwise utilize for purposes of identifying, monitoring and generally managing attractive investments. Accordingly, certain information or investment opportunities which could be of benefit to the Fund might become restricted or otherwise unavailable to the Fund due to the activities of Blackstone's other asset management businesses. For example, the Investment Manager generally will be restricted from investing in issuers with respect to which any investment adviser in the Blackstone Hedge Fund Solutions Group has received material non-public information. Also, the Investment Manager generally will be restricted from investing in Blackstone portfolio companies although the Fund has invested, and may in the future invest (typically indirectly through an investment in a Blackstone Affiliated Portfolio Fund, as defined below), in securities (typically debt) of Blackstone portfolio companies, subject to compliance with applicable laws and regulations, and in accordance with the Investment Manager's policies and procedures. These restrictions generally will not, however, apply to Portfolio Managers. The Investment Manager could be forced to sell or hold existing investments, or be precluded from making new investments, as a result of a relationship that Blackstone may have or investments Other BAAM Clients may make.

Blackstone maintains information barriers that are designed to protect against the improper possession and/or use of material non-public information. Generally, no investment professional of the Investment Manager may contact an investment professional of another Blackstone group,

and vice versa, about a substantive business matter, without consent of the compliance department of the Investment Manager and, if appropriate, having the compliance department chaperone such contact. Prior to receiving confidential information each Blackstone group typically seeks to limit the impact that such receipt may have on other Blackstone groups by, among other things, limiting the applicability of any confidentiality agreement to the particular Blackstone group(s) that receive the confidential information. With respect to the Investment Manager's ability to allocate investment opportunities to the Fund where such opportunities are within the common investment programs of the Fund and Other BAAM Clients, Blackstone has established general guidelines for determining how such allocations are made, which, among other things, sets forth priorities and presumptions regarding allocation for certain types of investments and other matters. The application of those guidelines will result in the Fund not participating (and/or not participating to the same extent) in certain investment opportunities in which it would have otherwise participated had the related allocations been determined without regard to such guidelines. It may also be the case that the Fund will benefit from the relationships of Other BAAM Clients and Blackstone with respect to the availability of a particular investment opportunity.

Other Activities of Blackstone and the Investment Manager Certain inherent conflicts of interest arise in that the Investment Manager and Blackstone act on behalf of the Fund and also carry on investment activities for other clients (including other investment funds sponsored by the Investment Manager and Blackstone) in which the Fund has no interest. In certain instances, the investment strategies and objectives of these other clients are similar to, or overlap with, the investment objective and strategy of the Fund. These activities could be viewed as creating a conflict of interest in that the time of the Investment Manager (including those individuals performing services on its behalf) will not be devoted exclusively to the business of the Fund but such time will be allocated among the Fund and the Investment Manager's other clients.

The activities in which Blackstone is involved may directly or indirectly (by way of the Fund's investment in a Blackstone affiliated Portfolio Fund (each, a "Blackstone Affiliated Portfolio Fund") that is managed by a Blackstone affiliated investment manager (each, a "Blackstone Affiliated Manager")) limit or preclude the flexibility that the Fund may otherwise have to participate in investments. For example:

- A Blackstone Affiliated Manager or the Investment Manager could be forced to sell or hold existing investments, hold only a non-controlling interest in an investment or be precluded from making investments, as a result of a relationship that Blackstone may have or investments Blackstone may make or has made.
- A Blackstone Affiliated Portfolio Fund or the Fund may also be forced, or agree, to waive voting rights, delegate voting rights to a third party, follow the vote of a third party in the same class of the capital structure or vote in a manner determined by a majority of the applicable voting class.
- A Blackstone Affiliated Manager or the Investment Manager may also be required to implement additional procedures to mitigate conflicts of interest, such as the retention of a third party loan servicer, administrative agent or other agent to make decisions on behalf of the Fund or relevant Other BAAM Client, or the creation of groups of personnel within Blackstone separated by information barriers (which

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may be temporary and of limited purpose in nature), each of which would advise one of the clients that has a conflicting position with other clients.

- The Investment Manager may determine not to invest the Fund's assets in a Portfolio Fund, or may redeem/withdraw all or a portion of an existing Fund investment in a Portfolio Fund, subject to applicable law, in order to address adverse regulatory implications that would arise under the Investment Company Act for the Fund and Other BAAM Clients. To the extent that the adverse regulatory implications are attributable to the Fund's investment, the Investment Manager may cause the Fund to redeem/withdraw prior to Other BAAM Clients.

The Investment Manager, Blackstone, and any of their respective officers, directors, partners, members or employees, may invest for their own accounts, for the accounts of family members or for the account of any other client or investment fund, in various investment opportunities, including in Portfolio Funds, which may include BAAM Direct Trading Funds, BAAM-Exclusive Funds, BAAM Multi-Manager Funds, Blackstone Interest Funds and/or Blackstone Affiliated Funds, and potential competitors of the Fund. Neither the Fund nor Investors will have any rights of first refusal, co-investment or other rights in respect of the investments of other accounts or in any fees, profits or other income earned or otherwise derived therefrom. No Investor will, by reason of being an Investor in the Fund, have any right to participate in any manner in any profits or income earned or derived by or accruing to the Investment Manager or any of its affiliates or its respective partners, directors, members, officers or employees from the conduct of any business other than the business of the Fund or from any transaction in securities effected by the Investment Manager, any of their respective affiliates or their respective partners, directors, members, officers or employees for any account other than that of the Fund.

The Investment Manager has no obligation to purchase or sell for the Fund, any investment that the Investment Manager or its affiliates may purchase or sell for their own accounts, for the accounts of family members or for the account of any other client or investment fund. The Investment Manager may determine that an investment opportunity in a particular investment is appropriate for a particular account, including an Other BAAM Client or for itself, but not for the Fund. Situations may arise in which private investment funds or accounts managed by the Investment Manager or its affiliates have made investments which would have been suitable for investment by the Fund but, for various reasons, were not pursued by, or available to, the Fund. Similarly, the terms offered to funds or accounts managed by the Investment Manager or its affiliates may differ from (and in some cases may be preferable to) the terms of the Fund, notwithstanding similar investment guidelines and structure.

The Investment Manager, Blackstone, and their employees, including employees of the Investment Manager, invest for their own accounts in hedge funds and/or other investment entities, including potential competitors of the Fund. Investors will not receive any benefit from any such investments.

Employees and/or principals of certain Portfolio Managers are invested in funds and/or accounts managed by the Investment Manager and its affiliates ("Portfolio Manager Investors") and could have other commercial or personal relationships with the Investment Manager, Blackstone and/or their respective affiliates. Although Blackstone selects Portfolio Managers and

Portfolio Funds that it believes are most appropriate under the circumstances based on its knowledge of such Portfolio Managers and Portfolio Funds, the relationship of Portfolio Manager Investors to Blackstone, including as investors in funds and/or accounts managed by Blackstone may influence, the Investment Manager and Blackstone in deciding whether the Fund and/or Other BAAM Clients invest in the applicable Portfolio Funds of such Portfolio Manager Investors. For example, such relationships may incentivize the Investment Manager to invest in, or refrain from withdrawing from, the Portfolio Funds of such Portfolio Manager Investors. Investors will not have any right to participate in any manner in any profits or income earned or derived by or accruing to the Investment Manager, Blackstone or their affiliates in connection with the investments by the Portfolio Manager Investors in Blackstone funds and/or accounts. Investments by the Fund with Portfolio Managers and Portfolio Funds associated with such Portfolio Manager Investors may indirectly benefit the Investment Manager, Blackstone and their affiliates in that Portfolio Manager Investors may use the compensation derived from such investments to invest in funds and/or accounts managed by the Investment Manager, Blackstone and its affiliates.

Investment Structuring With respect to certain investments by a Blackstone Affiliated Portfolio Fund, such Blackstone Affiliated Portfolio Fund has utilized, and may from time to time in the future utilize, one or more subsidiaries and/or other special purpose vehicles that are capitalized by such Blackstone Affiliated Portfolio Fund and one or more Other BAAM Clients and/or an affiliate of Blackstone with a combination of debt and equity. While the specific structure will vary for different investments depending on the particular facts and circumstances, in general, a Blackstone Affiliated Portfolio Fund may make equity contributions and provide a loan to a subsidiary entity or special purpose entity that is directly or indirectly controlled by a Blackstone Affiliated Portfolio Manager or an affiliate thereof. Such subsidiary or special purpose vehicle would then acquire an interest, directly or indirectly, in the relevant target investment. As a result, a Blackstone Affiliated Portfolio Fund may acquire two types of interests in an affiliated entity: an equity interest and a debt investment. The debt investment is subject to the risk of the borrowing entity's ability to meet principal and interest payments on the obligation. For example, it is possible that the borrowing entity will default on the loan. If the borrowing entity defaults on a loan made by the Blackstone Affiliated Portfolio Fund and/or one or more Other BAAM Clients or a Blackstone affiliate, these entities bear the risk of loss of principal and non-payment of all or a portion of interest and fees as well as the risk of loss of their equity investment. To the extent a Blackstone Affiliated Portfolio Fund suffers such losses with respect to any investment, such Blackstone Affiliated Portfolio Fund's returns will be negatively affected. In the structure described above, the issuer of the loan is under common control with the Blackstone Affiliated Portfolio Fund so the risks associated with the uncertainty of the borrower's ability to pay its obligations and the value of its assets are generally expected to be lower than if the loan were being issued to a third party (and is in any event senior to the commercial risk associated with the Blackstone Affiliated Portfolio Fund's equity investment in the same subsidiary), but the risk of non-payment and partial repayment on the loan will ultimately depend on the performance of the underlying investment.

Conflicts Involving Other BAAM Clients Investment activities by the Investment Manager, including the establishment of other investment funds and accounts, may give rise to additional conflicts of interest, including, without limitation, conflicts of interests between the Fund and Other BAAM Clients. The Investment Manager may give advice to, or make decisions for, Other BAAM Clients, which may differ from advice given to, or decisions made for, the Fund.

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It is possible that the activities or strategies used for Other BAAM Clients could conflict with the activities and strategies employed in managing the assets of the Fund and affect the availability of the Portfolio Funds in which the Fund invests. The Fund, for example, may make (or continue to hold) an investment at the same time that one or more Other BAAM Clients is disposing of the same or a similar investment. In addition, the Fund may make an investment after one or more Other BAAM Clients has established a position in the same or a similar investment. The fact that one or more Other BAAM Clients holds a position in the same company or financial instrument as the Fund may impact the Fund's exit strategies with regard to its position.

The Fund may invest alongside Other BAAM Clients (including co-investment vehicles and other vehicles in which Blackstone or its personnel invest) in investments that are suitable for the Fund and such Other BAAM Clients. To the extent the Fund jointly holds investments with any Other BAAM Client, conflicts of interest may arise between the Fund and such Other BAAM Client with respect to disposing of investments and exercising other rights. Blackstone may be required to take an action it believes would be beneficial to the Fund that may be adverse to an Other BAAM Client, or an action it believes would be beneficial to such Other BAAM Client that may be adverse to the Fund. The Fund and/or such Other BAAM Clients may also dispose of any such shared investment at different times and on different terms.

The Fund and the Portfolio Funds may purchase investments or assets from or sell investments or assets of the Fund or the Portfolio Funds to investors, Portfolio Funds or other portfolio investments of Other BAAM Clients or their respective related parties, including parties which such investors, Portfolio Funds, portfolio investments or Other BAAM Clients own or have invested in. In certain circumstances, it can be expected that the proceeds received by a seller from the Fund or a Portfolio Fund in respect of an investment or asset will be distributed, in whole or in part, to a related party (*i.e.*, an Investor, Other BAAM Clients and/or Portfolio Funds thereof) of the Fund 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 the Fund or a related party (*i.e.*, an Investor, Portfolio Fund of an Other BAAM Client or an Other BAAM Client) of the Fund or a related party holds publicly traded securities in a portfolio investment of the Fund and the Fund or such related party has entered into a privately negotiated transaction with such portfolio investment, 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 each such circumstance, investors, Other BAAM Clients, Portfolio Funds of Other BAAM Clients or their respective related parties could also have limited governance rights in respect of such seller or such investment or asset. Purchases and sales of investments or assets of the Fund between the Fund or the Portfolio Funds in which it invests, on the one hand, and investors and/or portfolio Investments of Other BAAM Clients or their respective related parties, on the other hand, are not subject to the approval of an independent client representative (if any) except as expressly required under the Fund Documents or unless otherwise required under the Advisers Act or other applicable laws or regulations. The Fund may originate or initially acquire an investment (or portfolio of related investments) in circumstances where it expects that certain portions or tranches thereof (which may be of different levels of seniority or credit quality) will be syndicated to one or more Other BAAM Clients (in which case Blackstone will have conflicting duties in determining the tranching thereof). Blackstone will have conflicting duties to the Fund and Other BAAM Clients when the Fund sells assets to Other BAAM Clients, including as a result of different financial

incentives Blackstone could have with respect to the Fund and such Other BAAM Clients. There can be no assurance that any assets sold by the Fund to an Other BAAM Client (or where such Other BAAM Client is providing financing to the Fund 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 BAAM Client. For example, a portfolio entity may sell its data to Investors, Portfolio Funds of Other BAAM Clients or their respective related parties (See also “—*Data Management Services*”). Similarly, there can be no assurance that any investment or asset sold by the Fund to an Investor, Portfolio Fund of Other BAAM 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 an Investor, Portfolio Fund of Other BAAM 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 Fund or the Portfolio Funds to purchase or sell any asset or investment from or to an Investor, a Portfolio Fund of Other BAAM Clients or any of their respective related parties as provided above. 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.

Subject to applicable law and the Fund Documents, the Fund has invested, and may in the future invest, directly or indirectly, including through investments in Blackstone Affiliated Portfolio Funds, in (1) debt, equity and/or other financial instruments of portfolio companies of or Portfolio Funds held by Other BAAM Clients or Blackstone, and (2) different parts of a company’s or other issuer’s capital structure (including, without limitation, with respect to a portfolio company of or Portfolio Fund held by Other BAAM Clients or Blackstone) than those in which one or more Other BAAM Clients or Blackstone invest (and in some cases, the Fund may own such different levels of a company’s or other issuer’s capital structure in disparate underlying ownership percentages than such Other BAAM Clients or Blackstone). In addition, the Fund itself may own multiple different levels of a company’s or other issuer’s capital structure. To the extent that the Fund holds interests that are different (or more senior or junior) than those held by such Other BAAM Clients or Blackstone, the Investment Manager may be presented with decisions involving circumstances where the interests of such Other BAAM Clients or Blackstone are in conflict with those of the Fund. Furthermore, it is possible the Fund’s interest may be subordinated or otherwise adversely affected by virtue of such Other BAAM Client’s or Blackstone’s involvement and actions relating to its investment.

In certain circumstances, the Fund and Other BAAM Clients or Blackstone invest directly or indirectly in securities or other instruments of the same issuer (or affiliated group of issuers), having a different seniority in the issuer’s capital structure. In such circumstances, the Fund may own securities or instruments in the same issuer (or affiliated group of issuers) in disparate underlying ownership percentages than such Other BAAM Clients or Blackstone. If the issuer becomes insolvent, restructures or suffers financial distress, there may be a conflict between the interests of the Fund and those Other BAAM Clients or Blackstone insofar as the issuer may be unable (or in the case of a restructuring prior to bankruptcy may be expected to be unable) to satisfy the claims of all classes of its creditors and security holders and the Fund and such Other BAAM Clients or Blackstone may have competing claims for the remaining assets of such issuers. For the avoidance of doubt, an issuer described herein may be a Portfolio Fund. Under these

circumstances it may not be feasible for Blackstone to reconcile the conflicting interests of the Fund and such Other BAAM Clients or Blackstone in a way that protects the Fund's interests. For example, an Other BAAM Client that has provided debt financing to or invests in the preferred equity of an investment of the Fund may take actions for its benefit, which adversely impact the value of the Fund's subordinated interest. Additionally, affiliates of the Investment Manager and the Investment Manager or their respective nominees hold, and may in the future hold, board memberships or creditors' committee memberships which may require them to vote or take other actions in such capacities that might be conflicting with respect to certain funds managed by the Investment Manager or its affiliates in that such votes or actions may favor the interests of one account over another account. Furthermore, the fiduciary responsibility of the affiliate of the Investment Manager in these capacities might conflict with the best interests of the investors.

If the Fund has exposure to high-yield securities or other debt instruments of a portfolio company of, or Portfolio Fund held by, Other BAAM Clients or Blackstone, or otherwise occupies a senior (or other different) position in the capital structure of an investment relative to Other BAAM Clients or Blackstone, Blackstone will encounter conflicts in providing advice to the Fund and to these Other BAAM Clients or Blackstone 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. The Investment Manager could have incentives to cause the Fund to accept less favorable terms for an investment in a portfolio company of, or a Portfolio Fund held by, Other BAAM Clients or Blackstone than it would for an investment in which Other BAAM Clients or Blackstone are not invested.

The Investment Manager 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. Subject to applicable law and the Fund Documents, debt financing to the Fund may be provided, from time to time, by Other BAAM Clients and/or their portfolio companies and other parties with material relationships with Blackstone, such as shareholders of and lenders to Blackstone and lenders to Other BAAM Clients and their Portfolio Funds or portfolio companies, as well as by Blackstone itself in accordance with the terms of the Fund Documents. The Investment Manager could have incentives to cause the Fund to accept less favorable financing terms from Other BAAM Clients and/or their portfolio companies or Portfolio Funds, Blackstone, 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 company or Portfolio Fund than the Fund, even if the form of the transaction is not a financing. In the case of a related party financing between the Fund, on the one hand, and Blackstone, Other BAAM Clients or their portfolio companies or Portfolio Funds, on the other hand, the Investment Manager could, but is not obligated to, rely on a third party agent to confirm the terms offered by the counterparty are consistent with market terms, or the Investment Manager could instead rely on its own internal analysis, which the Investment Manager believes is often superior to third party analysis given

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Blackstone's scale in the market. If, however, any of Blackstone, the Fund, an Other BAAM Client or any of their portfolio companies 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 arm's-length basis, as will a transaction negotiated with a Portfolio Fund managed by a third-party investment manager, even though in each case the participation of the Blackstone related vehicle impacts the market terms. For example, in the case of a loan extended to the Fund by a financing syndicate in which an Other BAAM 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 than if such Other BAAM Client had not participated; it is also possible that the frequent participation of Other BAAM 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 Fund. The Investment Manager does not believe either of these effects is significant, but no assurance can be given to the Investors that these effects will not be significant in any circumstance. Unless otherwise agreed to in the Fund Documents, the Investment Manager will not be required to obtain any consent or seek any approvals from the Investors in the case of any of these conflicts.

Blackstone could cause actions adverse to the Fund to be taken for the benefit of Other BAAM Clients or Blackstone that have made an investment more senior than the Fund's investment in the capital structure of a portfolio company of, or Portfolio Fund held by, an Other BAAM Client or Blackstone (e.g., provide financing to such portfolio company, the equity of which is owned directly or indirectly by the Fund). Similarly, actions may be taken for the benefit of the Fund and its portfolio companies or a Portfolio Fund that are adverse to Other BAAM Clients or Blackstone. Blackstone could seek or be required to implement procedures to mitigate conflicts of interest in these situations such as (i) a forbearance of rights by the Fund or relevant Other BAAM Client or Blackstone (or their respective portfolio companies or Portfolio Funds, as the case may be) by, for example, agreeing to follow the vote of a third party in the same tranche of the capital structure or the vote of the majority of the applicable voting class, or otherwise deciding to recuse itself with respect to decisions on defaults, foreclosures, workouts, restructurings and other matters, (ii) causing such Other BAAM Client or Blackstone (or their respective portfolio companies) to hold only a non-controlling interest in any such portfolio company, (iii) retaining a third party loan servicer, administrative agent or other agent to make decisions on behalf of the Fund or relevant Other BAAM Client or Blackstone (or their respective portfolio companies), (iv) create groups of personnel within Blackstone separated by information barriers (which may be temporary and limited purpose in nature), each of which would advise one of the clients that has a conflicting position with other clients, or (v) sell or hold existing investments as a result of relationships that Blackstone may have or transactions or investments that Other BAAM Clients and/or Blackstone may make or have made. As an example, to the extent an Other BAAM Client holds an interest in a loan or security that is different (including with respect to relative seniority) than those held by the Fund, Blackstone may decline to exercise, or delegate to a third party, certain control, foreclosure and other governance rights of the Fund or Other BAAM Client. In these cases, Blackstone would generally act on behalf of one of its clients, though the other client might 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.

In certain circumstances, the Fund may be required to commit funds necessary for an investment prior to the time that all anticipated debt (senior and/or mezzanine) financing has been secured. In such circumstance, an Other BAAM 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. In any such circumstance, such Other BAAM 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 an Investor. The conflicts applicable to Other BAAM Clients in these circumstances or Portfolio Funds will apply equally to Blackstone itself in such situations. Similarly, the Fund may provide such financing to Blackstone and/or Other BAAM Clients.

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

Any financing provided by an affiliate to the Fund is not a capital contribution to the Fund.

The Fund may invest in Portfolio Funds that may from time to time provide financing (i) as part of a third-party purchaser's bid for, or acquisition of, a portfolio entity or the underlying assets thereof owned by one or more Other BAAM Clients or Blackstone and/or (ii) in connection with a proposed acquisition or investment by one or more Other BAAM Clients, Blackstone or affiliates of a portfolio company of Blackstone and/or its underlying assets. This generally would include the circumstance where a Portfolio Fund is making commitments to provide financing at or prior to the time such third-party purchaser commits to purchase such investments or assets from one or more Other BAAM Clients or Blackstone. The Fund may also invest in Portfolio Funds that make investments and provide debt financing with respect to portfolio companies in which Other BAAM Clients and/or Blackstone hold or propose to acquire an interest, including when such investments or debt financing would result in the repayment of an Other BAAM Client's or Blackstone's existing investment. While the terms and conditions of any such arrangements will be at arms' length and negotiated on a case-by-case basis, the involvement of such Other BAAM Clients or Blackstone may affect the terms of such transactions or arrangements and/or may otherwise give rise to potential or actual conflicts of interest, which may influence the Investment Manager's decisions and could adversely impact the Fund.

Non-Discretionary/Advisory Clients The Investment Manager provides advisory services, typically on a non-discretionary basis, regarding the hedge fund portfolios of certain clients. The Investment Manager may communicate investment recommendations to such clients prior to the full implementation of such recommendations by the Investment Manager for the Fund,

BAAM Multi-Manager Funds, BAAM Direct Trading Funds or other discretionary clients. Accordingly, the Fund, BAAM Multi-Manager Funds, BAAM Direct Trading Funds and the Investment Manager's other discretionary clients may be seeking to obtain limited capacity from Portfolio Funds at the same time as such non-discretionary clients. As a result, such clients could potentially take capacity that may otherwise have been available to the Fund. Similarly, to the extent that a Portfolio Fund imposes redemption/withdrawal limitations, actions taken by non-discretionary clients may be adverse to the Fund or BAAM Multi-Manager Funds, BAAM Direct Trading Funds or the Investment Manager's other discretionary clients. In addition, non-discretionary clients may from time to time have access to or have the right to obtain information about investment decisions made for the Fund, BAAM Multi-Manager Funds, BAAM Direct Trading Funds or other discretionary clients. Based on such information, such non-discretionary clients may take actions that are adverse to the Fund, BAAM Multi-Manager Funds, BAAM Direct Trading Funds and/or the Investment Manager's other discretionary clients. The Investment Manager, however, is not obligated to provide non-discretionary clients with any information with respect to any discretionary investment funds or accounts managed by the Investment Manager, Blackstone or their respective affiliates. Furthermore, BAAM may consult with non-discretionary clients regarding the negotiation of key investment terms of Portfolio Manager investments, including but not limited to investment structuring, fees and transparency, and, as a result, the non-discretionary clients may have better investment terms than the Funds invested in that Portfolio Manager.

Investments Not Pursued by the Fund Under certain circumstances, the Investment Manager may determine not to pursue some or all of an investment opportunity, including as a result of business, legal, regulatory, ESG, reputational or other reasons as applicable to the Fund, Other BAAM Clients, portfolio investments of Other BAAM Clients or Blackstone. In any such case Blackstone could, thereafter, offer such opportunity to other parties, including the Portfolio Managers or the Investors, Other BAAM Clients, joint venture partners, related parties or third parties, and such parties may pursue such opportunity. However, it may also be the case that the Fund will benefit from the relationships of Other BAAM Clients and Blackstone, including relationships with the Portfolio Managers, with respect to the availability of a particular investment opportunity.

Additionally, when the Investment Manager determines not to pursue some or all of an investment opportunity for the Fund that would otherwise be within the Fund's objectives and strategies, and Blackstone provides the opportunity or offers the opportunity to Other BAAM Clients, Blackstone, including its personnel (including the Investment Manager's personnel), can be expected to receive compensation from the Other BAAM Clients, whether or not in respect of a particular investment, including an allocation of performance-based compensation, referral fees or revenue share, and any such compensation could be greater than amounts paid by the Fund to the Investment Manager. As a result, there is an incentive for the Investment Manager (including its personnel who receive such compensation) to allocate investment opportunities away from the Fund to or source investment opportunities for Other BAAM Clients, which could result in fewer opportunities (or reduced allocations) being made available to the Fund. In addition, in some cases

Blackstone can be expected to earn greater fees when Other BAAM Clients participate alongside or instead of the Fund in an investment.

Placement Agent Arrangements Prior to spinning off from Blackstone on October 1, 2015, a former broker-dealer affiliate of the Investment Manager previously known as Park Hill, now part of PJT Partners Inc. (“PJT”), entered into placement agent agreements with one or more Portfolio Managers. Under these placement agent agreements, to the extent permitted by applicable law, the Portfolio Manager compensated (and potentially continues to compensate) PJT for referring investors (which may have included the Fund) to the Portfolio Manager and such fees have not been, and will not be, shared with the Fund or the Investors.

It is expected that there will be substantial overlapping ownership between Blackstone and PJT for a considerable period of time going forward. The pre-existing relationship between the Investment Manager and its former personnel at PJT, the overlapping ownership and certain other co-investment and continuing arrangements, may influence the Investment Manager in deciding to select or recommend PJT to perform services for the Investment Manager, the Portfolio Managers, the Portfolio Funds or the Fund (the cost of which may be borne directly or indirectly by the Fund).

Subject to the Fund Documents and applicable law, Blackstone Securities Partners L.P. (“BSP”), a registered broker dealer affiliate of the Investment Manager, may serve as a placement agent for the Fund in the United States. BSP is not compensated for such services as placement agent.

Capital Introduction Events From time to time, Blackstone personnel may speak at conferences and programs for potential investors interested in investing in hedge funds, which are sponsored by investment firms that either provide services to the Fund or have a relationship with the Investment Manager and/or Blackstone. Through such “capital introduction” events, prospective Investors in the Fund have the opportunity to meet with the Investment Manager. Neither the Investment Manager nor the Fund compensates the sponsors for organizing such events or for investments ultimately made by prospective Investors attending such events. However, such events and other services (including, without limitation, capital introduction services) may influence the Investment Manager and Blackstone in deciding whether to do business with or employ the services of such investment firms consistent with their obligations to the Fund.

Consultants Subject to the Fund Documents, the Fund will bear the fees, costs and/or expenses of certain services provided by consultants. Consultants that provide services to the Fund and/or the Investment Manager may include, without limitation, industry personnel, advisors, consultants (including operating consultants and sourcing consultants), operating executives, subject matter experts or other individuals or entities acting in a similar capacity. Such services may relate to, among other things, accounting, operations, back-office functions, marketing, due diligence or analysis of industry, geopolitical or other operational issues, and operational improvement initiatives relating to the Fund, the Investment Manager and/or their respective affiliates or investments. Arrangements for the provision of these services by consultants are negotiated by Blackstone on terms deemed adequate by Blackstone. Such arrangements may be exclusive or non-exclusive, temporary or long-term. Certain consultants may be exclusive to Blackstone or the Fund but will not be employees of Blackstone.

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The Fund will typically pay, or otherwise bear, a consultant's fees, costs and/or expenses incurred in connection with their engagement of such consultants, as well as any other operating expenses associated with such engagement (including certain overhead expenses). Any fees, compensation or reimbursements received by consultants (including from the Fund) will not reduce management fees paid by the Fund and will be retained by, and be for the benefit of, the consultant or any of their respective affiliates or employees.

While the expertise or responsibilities of a consultant may be the same or similar to those of a full-time Blackstone employee, the fees, costs, expenses and/or other compensation described above may nonetheless be borne by the Fund (and not by Blackstone, which would be the case if such consultant were employed by Blackstone). Any engagement of the services of consultants by the Fund (or by the Investment Manager for the benefit of the Fund) will not require notice to or approval of any Investor or any other independent party.

Internal Transfers and Cross Trades From time to time, the Investment Manager determines that it would be in the best interest of the Fund and one or more Other BAAM Clients to transfer interests/shares of a Portfolio Fund between the Fund and one or more Other BAAM Clients (each such transfer, an "Internal Transfer") for a variety of reasons, including, without limitation, tax purposes, liquidity purposes, portfolio rebalancing, the Portfolio Fund is no longer accepting new investments, or to reduce transaction costs. When the Investment Manager decides to engage in an Internal Transfer, the Investment Manager will determine that the trade is in the best interests of all the funds/accounts involved and instruct each fund/account custodian to book the transaction in accordance with the Investment Manager's valuation policy.

The Investment Manager otherwise may engage in cross transactions to the extent permitted by, and in accordance with, the Fund Documents and not prohibited by applicable laws and regulations.

If the Investment Manager effects an Internal Transfer or cross transaction, the Investment Manager will not receive any fee in connection with the completion of the transaction.

Principal Transactions The Investment Manager generally does not engage in principal transactions. To the extent that Internal Transfers may be viewed as principal transactions (as such term is used under the Advisers Act) due to the ownership interest in a fund/account by the Investment Manager or its personnel or affiliates, the Investment Manager will comply with the requirements of Section 206(3) of the Advisers Act. In connection with any such transactions, as well as Internal Transfers, related-party transactions and other transactions and relationships involving potential conflicts of interest, the Investment Manager, the board of directors, trustee and/or general partner, as applicable, is authorized to and has engaged one or more persons who are not affiliated with the Investment Manager (such as an independent director or an independent client representative) to consent or withhold their consent, to the extent required by applicable law or deemed advisable by the board of directors, trustee and/or general partner, as applicable, such transactions. In no event will any such transaction be entered into unless it complies with applicable law, including ERISA and Section 4975 of the Code, if applicable.

Middle- and Back-Office Services

Arcesium. Arcesium LLC (“Arcesium”) provides certain middle- and back-office services and technology to certain Other BAAM Clients managed by the Investment Manager or its affiliates in the Hedge Fund Solutions Group (the “HFS Arcesium Clients”) and certain Portfolio Managers and, subject to the Fund Documents and applicable law, will provide such services directly to the Fund. The Investment Manager holds a non-controlling, minority equity interest in Arcesium and the Hedge Fund Solutions Group Chief Operating Officer serves on the board of Arcesium. The services and technology provided by Arcesium support various post-trade activities, including trade capture, cash and position reconciliations, asset servicing, margin and collateral monitoring, pricing-related services, portfolio data warehousing, and other services and technology as agreed with Arcesium. The Investment Manager has in the past and may in the future recommend Arcesium’s services to Portfolio Managers, and certain Portfolio Managers from time to time have hired, and may in the future hire, Arcesium. The Investment Manager will not require any Portfolio Manager to hire Arcesium as a condition to investing with such Portfolio Managers nor will it favor Portfolio Managers who use Arcesium over Portfolio Managers who use other qualified middle- and back-office Service Providers (as defined below) when selecting Portfolio Managers for the Fund’s portfolio.

In return for its services, Arcesium receives a one-time upfront implementation fee, an annual software fee (based on complexity and net asset value), and an annual operations services fee (also based on net asset value), as negotiated by the Fund, other HFS Arcesium Clients and certain Portfolio Managers, as applicable, and Arcesium (such fees, in the aggregate, the “Arcesium Fees”). Because the Arcesium Fees are based, in part, on the net asset value of the relevant Fund, which is generally determined by such Fund’s administrator under the overall supervision of the Investment Manager, there may be conflicts with respect to the calculation of the Fund’s net asset value. Notwithstanding any practice described herein in “*Service Providers, Vendors and Other Counterparties Generally*,” the Investment Manager does not intend to engage in any ongoing benchmarking or market check to determine whether the Arcesium Fees are consistent with market rates, as certain services being provided by Arcesium are bespoke and customized services and the Investment Manager is not aware of any direct competitors to Arcesium that provide the same services. Accordingly, there can be no assurance that an unaffiliated third party would not charge a lower fee. Additional information regarding the Arcesium Fees is available from the Investment Manager upon request.

In connection with the Investment Manager’s minority equity ownership interest in Arcesium, the Investment Manager may receive cash distributions from Arcesium from time to time. Cash distributions received by the Investment Manager from Arcesium will be applied first to reimburse the Arcesium Fees paid by HFS Arcesium Clients for the amount of Arcesium Fees paid by such entities to Arcesium. The allocation of such reimbursements as among the Funds and other HFS Arcesium Clients will require judgments as to methodology that the Investment Manager makes in good faith but in its sole discretion. Certain Portfolio Managers’ investment vehicles also pay Arcesium Fees and any cash distributions from Arcesium will not be applied to reimburse such investment vehicles, even though Arcesium Fees borne by such investment vehicles are therefore borne indirectly by the Fund to the extent of its ownership of such investment vehicle. Further, any reimbursement to the Fund for Arcesium Fees will be limited to the amount of any such cash distributions from Arcesium. There can be no assurance that the Investment

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Manager will receive any such distributions and therefore that any such reimbursements shall be made to the Fund and other HFS Arcesium Clients. In the event that cash distributions received by the Investment Manager from Arcesium exceed the Arcesium Fees paid by the Fund and other HFS Arcesium Clients, any excess amounts will be retained by the Investment Manager. Further, if Arcesium is sold to a third party, the Investment Manager would not be expected to receive such cash distributions and the Fund and other HFS Arcesium Clients would not be expected to be reimbursed for any portion of the Arcesium Fees paid by them. As additional Hedge Fund Solutions Group clients engage Arcesium and pay Arcesium Fees in the future, the reimbursement described above will apply to such clients as well.

In addition, the Investment Manager has a further incentive to engage Arcesium to provide services to the Fund and other BAAM Clients, as such engagement provides consistency in such services across the platform, increased scalability to support future growth across its business, and improved data centralization and accessibility, each of which also benefits the Investment Manager.

See “*Service Providers, Vendors and Other Counterparties Generally*” for additional information regarding affiliated Service Providers.

Service Providers, Vendors and Other Counterparties Generally. Certain service providers to the Investment Manager, the Fund, its Portfolio Funds and Portfolio Managers (including, without limitation, accountants, administrators, lenders, bankers, brokers, attorneys, consultants, title agents, research providers, providers of middle- and back-office services, technology providers, investment or commercial banking firms, advisors, counterparties and vendors (each such party, “Service Provider”)) provide goods or services to, and/or have other relationships with (including being affiliates of), Other BAAM Clients, and/or their respective portfolio companies and affiliates. Service Providers may be investors in the Portfolio Managers or their Portfolio Funds, the Fund, Other BAAM Clients and/or other affiliates of Blackstone. They may also be sources of financing and investment opportunities for, co-investors with, commercial counterparties of, or entities in which, the Fund, Blackstone and/or Other BAAM Clients have an investment (directly or indirectly). As such, payments by the Fund, the Portfolio Managers and their respective affiliates may indirectly benefit the Investment Manager, Blackstone, Other BAAM Clients and/or their respective portfolio companies and affiliates. Also, Service Providers in certain cases have other commercial or personal relationships with the Investment Manager, the Fund, Blackstone, Other BAAM Clients, the Portfolio Managers and/or their respective investment vehicles, portfolio companies and affiliates.

Although Blackstone selects Service Providers it believes are most appropriate in the circumstances based on its knowledge of Service Providers (which knowledge is generally greater in the case of Service Providers that are affiliates of, or that have other relationships with, Blackstone), the relationship of Service Providers to Blackstone may influence Blackstone in deciding whether to select or recommend a Service Provider to perform services for the Fund or a Portfolio Manager, the cost of which will generally be borne directly or indirectly by the Fund. Such affiliation or other relationships may incentivize Blackstone to engage a Service Provider or utilize the services of a Service Provider more frequently than would be the case absent such relationships, or pay a Service Provider higher fees or commissions than would be the case absent such relationships. Blackstone may also have an incentive to invest in or create (or cause the Fund

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or Other BAAM Clients to invest in or create) Service Providers to realize on these opportunities. Fees paid to or value created in Service Providers do not offset or reduce the management fee and are not otherwise shared with the Fund.

Subject to applicable law, there will be no restrictions on the ability of the Investment Manager, the Fund, the Portfolio Managers or their Portfolio Funds or portfolio companies from engaging affiliates of Blackstone (or other Service Providers that have a relationship with Blackstone) to provide services or enter into transactions with such affiliates. In such circumstances, any payments made may be to or otherwise benefit other parts of Blackstone and be borne directly or, in the case of payments borne by the Portfolio Funds, indirectly by the Fund (to the extent of its ownership of such Portfolio Fund) and will not otherwise be shared with investors in the Fund or be applied to offset the management fee. Such affiliated Service Providers or other Service Providers with which Blackstone has a relationship will receive fees, other compensation or reimbursement for costs or expenses in connection with providing services to the Fund, Other BAAM Clients or their portfolio companies or investments. Such fees, other compensation or reimbursements paid to or any value created in Service Providers do not offset or reduce the management fee payable by the investors of the Fund and are not otherwise shared with the Fund. There can be no assurances that amounts charged by such Service Providers will be consistent with market rates or that any benchmarking, verification or other analysis will be performed with respect to such charges. While Blackstone will generally not perform or obtain any benchmarking analysis, if benchmarking is performed, the related expenses will be borne directly or, in the case of payments borne by the Portfolio Funds, indirectly, by the Fund (to the extent of its ownership of such Portfolio Fund) and will not otherwise be shared with investors in the Fund or be applied to offset the management fee. 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 the Fund, or the particular characteristics of services provided. Further, it could be difficult to identify comparable third-party Service Providers that provide services of a similar scope and scale as the Blackstone-affiliated Service Providers that are the subject of the benchmarking analysis. For these reasons, such market comparisons may not result in precise market terms for comparable services.

Blackstone does not control the Portfolio Managers and their engagement of Service Providers and the terms thereof will generally be in the sole discretion of such Portfolio Managers. The Fund and its Portfolio Managers and Portfolio Funds may pay different amounts or rates than those paid by Blackstone, Other BAAM Clients and/or their portfolio companies and affiliates. Similarly, Blackstone, the Fund, Other BAAM Clients and/or their portfolio investments and affiliates may enter into agreements or other arrangements with Service Providers (whether such Service Providers are affiliated or unaffiliated with Blackstone) from time to time whereby such Service Provider may charge lower rates or provide discounts or rebates for products or services depending on the volume of transactions in the aggregate or other factors. As such, Portfolio Managers may engage Service Providers owned or controlled by Blackstone directly on different terms than if the Investment Manager had entered into the same arrangement with such Service Provider.

Portfolio Managers may also enter into agreements with Service Providers that limit a Portfolio Manager's ability to engage in certain types of activities or make certain types of

investments over which Blackstone will have no control, which may indirectly adversely impact the value of the Portfolio Funds.

Blackstone has a general practice of not entering into any arrangements with Service Providers that provide lower rates or discounts to Blackstone itself compared to those available to the Fund for the same services. However, legal fees for unconsummated transactions are often charged at a discount rate, and to the extent the Investment Manager is obligated to pay any portion of such fees, the Investment Manager will benefit from such discount. Fees for consummated transactions may be charged at higher rates and will be paid by the Fund. The conflicts described above apply in substantially the same manner and extent to Service Providers that are owned or controlled by Blackstone directly, as opposed to being owned or controlled by a Blackstone-managed fund and the Fund is expected from time to time, directly or indirectly, to engage in transactions with such Service Providers. See, for example, “*Middle and Back Office Services*” above. These Service Providers may also enter into transactions with other counterparties of the Fund, as well as other Service Providers, vendors and investors. Blackstone benefits from these transactions and activities through current income (including cash distributions) and creation of enterprise value in these businesses. Any fees, other compensation or reimbursements paid to or any value created in such Service Providers do not offset or reduce the management fee payable by the investors of the Fund and, except as explicitly described herein, are not otherwise shared with the Fund. Furthermore, Blackstone, Other BAAM Clients, the Portfolio Managers and Portfolio Funds, and their respective affiliates and related parties may use the services of these Blackstone affiliates, including at different rates. Although Blackstone believes the services provided by its affiliates are equal to or better than those of third parties, Blackstone directly benefits from the engagement of these affiliates, and there is therefore an inherent conflict of interest.

Potential Conflicts of Interest Specific to Data Management. Blackstone or an affiliate of Blackstone formed in the future will provide data management services to Blackstone portfolio companies, Other BAAM Clients, to certain investors in the Fund and/or in Other BAAM Clients, and to the Fund and Other BAAM Clients and other Blackstone affiliates and associated entities (including funds in which Blackstone and Other BAAM Clients make investments and portfolio investments thereof (collectively, “Data Holders”). Such services may include assistance with obtaining, analyzing, curating, processing, packaging, distributing, organizing, mapping, holding, transforming, enhancing, marketing and selling such data (among other related data management and consulting services) for monetization through licensing or sale arrangements with third parties and, subject to any limitations in the Fund Documents, and any other applicable contractual limitations, with the Fund, the Portfolio Managers, Other BAAM Clients, certain investors in the Fund and in Other BAAM Clients, and other Blackstone affiliates and associated entities (including funds in which Blackstone and Other BAAM Clients make investments, and portfolio companies thereof). If Blackstone enters into data services arrangements with portfolio companies of the Fund and receives compensation from such portfolio companies for such data services, Blackstone funds will indirectly bear their share of such compensation based on their pro rata ownership of such portfolio companies. 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.

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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)). Such compensation will not be subject to any fee offset provisions or otherwise shared with Data Holders or 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 BAAM Clients or their portfolio investments) 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 Blackstone funds to invest in portfolio investments 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 the Fund. (See also “Data” herein)

Data. Blackstone receives, generates or obtains various kinds of data and information from the Data Holders, and, as may be agreed, certain investors in the Fund and/or in Other BAAM Clients, and Service Providers including 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 including use, distribution and derived works rights over) this data and information from the Data Holders. Blackstone (i) has entered and will continue to enter into information sharing and use, measurement and other arrangements with Other BAAM Clients and their portfolio investments and related parties, such as Service Providers and (ii) may in the future enter into information sharing and use arrangements with the Fund, the Portfolio Managers and/or the Portfolio Funds, each of which will give Blackstone access to (and rights regarding use, distribution and derived works rights over) data that it would not otherwise obtain in the ordinary course with Data Holders and as may be agreed, certain investors in the Fund and/or in Other BAAM Clients, related parties and Service Providers. Further, this alternative data is expected to be aggregated across the Data Holders.

Although Blackstone believes that these activities improve Blackstone’s investment management activities on behalf of the Blackstone funds, any information that may be obtained from the Data Holders and, as may be agreed, certain investors in the Fund and/or in Other BAAM Clients, also provides material benefits to Blackstone or Other BAAM Clients typically without compensation or other benefit accruing to the Data Holders or their investors. For example, information from portfolio companies owned by Blackstone funds could be expected to enable Blackstone to better understand a particular industry, enhance Blackstone’s ability to execute trading and investment strategies in reliance on that understanding for Blackstone and Other BAAM Clients that do not own an interest in the relevant investment, typically without compensation or benefit to the relevant Blackstone fund or investment. Blackstone is expected to serve as the repository for data described in this paragraph, including with ownership rights therein.

HIGHLY CONFIDENTIAL & TRADE SECRET

Furthermore, except for contractual obligations to third parties (including any confidentiality agreements entered into with the Investment Manager) 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 Blackstone 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 BAAM Client. This may include utilizing information received from the Investment Manager in furtherance of such purpose, subject to any confidentiality obligations owed by it. Any confidentiality obligations in the governing documents of the relevant Blackstone funds 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 company 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 relevant Blackstone funds or their investors.

The sharing and use of "big data" and other information presents potential conflicts of interest and the Investor acknowledges and agrees that any benefits received by Blackstone or its personnel (including fees (in cash or in kind), costs and expenses) will not offset any portion of any management fee or otherwise be shared with the Fund or the Investor. As a result, the Investment Manager has an incentive to pursue investments in or with entities or Portfolio Managers that have data and information that can be utilized in a manner that benefits Blackstone or Other BAAM Clients.

Outsourcing. The Investment Manager is expected to outsource to third parties many of the services performed for the Fund and/or its investments, 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 the Investment Manager's analysis of investment opportunities, or other related services) that can be and/or historically have been performed in-house by Blackstone and its personnel, and the fees, costs and expenses of such third-party Service Providers will, when consistent with the Fund Documents, be borne by the Fund. 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 Fund Documents, also be provided by Blackstone in-house. From time to time, Blackstone 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 Blackstone's services are reimbursable under the Fund Documents, the overall amount of Fund expenses borne by the Investor are expected to be greater than would be the case if only Blackstone or such third-party provided such services.

Determining whether to engage a third-party Service Provider and the terms (including economic terms) of any such engagement will be determined by the Investment Manager in its discretion, taking into account such factors as it deems relevant under the circumstances. Certain third-party Service Providers and/or their employees will dedicate substantially all of their business time to one or more of the Fund and/or Other BAAM 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 full-time secondees to Blackstone) may spend some

or all of their time at Blackstone offices, have dedicated office space at Blackstone, have Blackstone e-mail addresses, receive administrative support from Blackstone personnel or participate in meetings and events for Blackstone personnel, even though they are not Blackstone employees or affiliates. This creates a conflict of interest because Blackstone will have an incentive to outsource services to third parties due to a number of factors, including because the fees, costs and expenses of such Service Providers will be borne by the Fund as Fund expenses (with no reduction or offset to management fees) and retaining third parties will reduce the Investment Manager'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 and compensation are chargeable to the Fund. Moreover, the involvement of third-party Service Providers may present a number of risks due to, among other factors, the Investment Manager's reduced control over the functions that are outsourced. There can be no assurances that the Investment Manager will be able to identify, prevent or mitigate the risks of engaging third-party Service Providers. The Fund may suffer adverse consequences from actions, errors or failures to act by such third parties, and will have obligations, including indemnity obligations, and limited recourse against them.

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

Additional Conflicts of Interest Other present and future activities of the Investment Manager may give rise to additional conflicts of interest. Future activities of the Investment Manager may give rise to additional conflicts of interest. Investors should understand that: (i) the relationships among the Fund, Other BAAM Clients and the Investment Manager are complex and dynamic and (ii) as Blackstone's and the Investment Manager's businesses change over time, the Investment Manager may be subject, and the Fund may be exposed, to new or additional conflicts of interest. There can be no assurance that this Disclosure Document addresses or anticipates every possible current or future conflict of interest that may arise or that is or may be detrimental to the Fund or the Investors. In the event that conflicts of interest arise, the Investment Manager will attempt to resolve such conflicts of interest in a manner that it determines to be fair and equitable.

INVESTMENT MANAGER FORM ADV PART 2A

Blackstone

**Blackstone
Alternative Asset
Management L.P.**

Form ADV Part 2A

MAY 6, 2024

Item 1 – Cover Page

Blackstone Alternative Asset Management L.P.

345 Park Avenue
New York, NY 10154
(212) 583-5000

www.blackstone.com

May 6, 2024

Form ADV Part 2A (the “Disclosure Brochure” or “Brochure”) required by the Investment Advisers Act of 1940, as amended (“Advisers Act”), provides information about the qualifications and business practices of Blackstone Alternative Asset Management L.P. (“BAAM”).

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

Additional information about BAAM also is available at the SEC’s website www.adviserinfo.sec.gov (click on the link “Investment Adviser Search”, select “Investment Adviser Firm” and type in BAAM’s name). Results will provide you with both Parts 1A and 2A of BAAM’s Form ADV.

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

Item 2 – Material Changes

- There has not been a material change to this document since the last update on March 28, 2024
- BAAM, at any time, may update this Brochure and either send you a copy or offer to send you a copy (either by electronic means (email) or in hard copy form)
- If you would like another copy of this Brochure, please download it from the SEC website as indicated above or contact BAAM at (212) 583-5000 or BXMAClientService@blackstone.com

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Item 3.1 – Defined Terms

As used throughout this Brochure, the following terms have the following meanings:

Advisers Act: Investment Advisers Act of 1940, as amended.

Advisory Client: A client to which BAAM provides advisory services, typically regarding the client’s hedge fund portfolio and certain direct investments, and typically on a non-discretionary basis.

Allocation Oversight Committee: A committee which includes certain senior members of BAAM’s Investment team, Operations team, BAAM’s General Counsel and BAAM’s Chief Compliance Officer.

Arcesium: Arcesium LLC, a middle- and back-office service and technology provider, in which BAAM holds a non-controlling, minority equity interest.

BAAM: Blackstone Alternative Asset Management L.P., the registrant.

BAAM Clients: All of BAAM’s clients, which includes the BAAM Funds and the Advisory Clients.

BAAM Funds: Private investment funds and managed accounts sponsored and managed by BAAM (e.g., Commingled Funds and Customized Funds) that predominantly engage in multi-manager investment programs. Many BAAM Funds are commonly referred to in the industry as funds of hedge funds or FoHFs.

BAAM Investment Committee: A committee comprised of certain senior investment professionals of BXMA. The investment committee for certain BAAM investment programs have different, but overlapping membership.

BAIA: Blackstone Alternative Investment Advisors LLC, a registered investment adviser and an affiliate of BAAM.

BAS: Blackstone Alternative Solutions L.L.C., a registered investment adviser and an affiliate of BAAM.

BAS Funds or Strategic Opportunity Funds: A series of private investment funds and accounts managed by BAAM’s affiliate, BAS, which participate in a broad range of investment opportunities, involving equity and debt securities and other financial instruments and transactions.

Blackstone: Blackstone Inc. (NYSE: BX), which is the ultimate parent of BAAM.

Blackstone Affiliated Manager: An investment manager in which Blackstone holds an ownership or other similar economic interest of 50% or greater (e.g., an investment manager that is wholly-owned by Blackstone as part of another Blackstone business unit).

ITEM 3.1 - DEFINED TERMS

Blackstone Interest Manager: An investment manager with respect to which Blackstone holds minority (i.e., less than 50%) ownership, revenue share or other similar economic interest (e.g., a SAF Manager or a GP Stakes Manager).

Blackstone Multi-Asset Investing or BXMA: The division of Blackstone which includes BAAM, BSAA, BAS, BAIA, and, as of April 1, 2024, Harvest, each a registered investment adviser.

Blackstone Proprietary Funds: Pooled investment vehicles or separately managed accounts pursuing alternative investment strategies formed and managed in total or through a partnership or other arrangement by Blackstone.

Brokers: Brokers, dealers and other counterparties or intermediaries.

BSAA: Blackstone Strategic Alliance Advisors L.L.C., a registered investment adviser and an affiliate of BAAM.

BSAA Funds or Strategic Alliance Funds: A series of private investment funds managed by BAAM's affiliate, BSAA, which are primarily engaged in providing "seed capital" to hedge fund managers and/or other alternative asset managers, including those that may seek "acceleration" capital.

BSCA: Blackstone Strategic Capital Advisors L.L.C., a registered investment adviser and an affiliate of BAAM.

BSP: Blackstone Securities Partners L.P., a registered broker-dealer and an affiliate of BAAM.

CCA: Client commission arrangements.

CCO: Chief Compliance Officer.

Client Constituent Documents: The Confidential Offering Memorandum, Limited Partnership Agreement, Memorandum and Articles of Association, Limited Liability Company Agreement, Investment Management Agreement and/or other applicable constituent documents for a BAAM Client.

Co-Investments: Investments made by a BAAM Client alongside an Underlying Manager in specific one-off opportunities, which investments may be in addition to and distinct from the BAAM Client's investment in the Underlying Manager's commingled investment vehicle.

Code: Blackstone's and BAAM's Code of Ethics mandated by the Advisers Act.

Commingled Funds: BAAM Funds that have multiple investors.

Customized Funds: BAAM Funds established by BAAM for a single investor or limited number of related investors.

GP Stakes Funds: A series of private investment funds managed by BAAM's affiliate, BSCA, which are engaged in acquisitions of minority interests in alternative asset managers.

ITEM 3.1 - DEFINED TERMS

GP Stakes Manager: The investment managers in which the GP Stakes Funds hold minority ownership or other similar interests.

Harvest: Harvest Fund Advisors LLC, a registered investment adviser and an affiliate of BAAM.

High Water Mark: A loss carryforward provision in which there will be no performance-based fee or compensation payable to a Client until the amount of the loss previously allocated has been recouped. This may apply if a Client has a loss chargeable to it during any fiscal year, and during a subsequent fiscal year there is a profit allocable to such Client.

Investor: An investor in a BAAM Fund.

Managed Accounts: BAAM Funds that contract with third-party hedge fund managers to conduct day-to-day investment activities.

Other Blackstone Advisers: Investment advisory affiliates of BAAM within Blackstone, including Other BXMA Advisers.

Other Blackstone Clients: Entities and accounts managed by Other Blackstone Advisers.

Other BXMA Advisers: Certain investment advisory affiliates of BAAM within BXMA, specifically BAS, BSAA and BAIA.

Other BXMA Clients: Entities and accounts managed by Other BXMA Advisers.

Performance Hurdle: A level of return a BAAM Fund must achieve prior to charging a performance fee or compensation.

Pod: A BAAM term for a BAAM Fund in which a number of BAAM Clients may invest that includes a number of Underlying Managers concentrated in one investment thesis and/or strategy.

Portfolio Manager: the portfolio managers of a BAAM Client.

Restricted Issuers: Issuers BAAM will be restricted from investing in.

SAF Managers: The investment managers with respect to which the BSAA Funds are entitled to a minority revenue share or other similar economic interests.

Underlying Investment Vehicles: The funds and accounts managed by the Underlying Managers on behalf of the BAAM Funds.

Underlying Managers: The alternative investment managers to which the BAAM Funds allocate capital.

Wrapper: A BAAM term for a BAAM Fund in which a number of BAAM Clients may invest that invests in a single Underlying Manager.

Item 4 – Advisory Business

Overview of the Firm

BAAM, a Delaware limited partnership, is a leading multi-asset investing provider and primarily provides investment advisory services to private investment funds (collectively, the “BAAM Funds”) that predominantly engage in multi-manager investment programs. Many BAAM Funds are commonly referred to in the industry as funds of hedge funds. Other BAAM Funds engage in direct investing as part of their investment program. BAAM also advises clients / accounts, typically on a non-discretionary basis, regarding such clients’ investment portfolio (together with BAAM Funds, the “BAAM Clients”).

BAAM was founded in 1990 as part of Blackstone Inc. (NYSE: BX) (“Blackstone”), which is the ultimate parent of BAAM. Blackstone is a leading alternative investment manager with investment programs and services concentrating in the private equity, real estate, debt / credit and secondaries businesses, as well as the multi-asset investing business. BAAM shares employees and facilities with Blackstone Strategic Alliance Advisors L.L.C. (“BSAA”), Blackstone Alternative Solutions L.L.C. (“BAS”), and Blackstone Alternative Investment Advisors LLC (“BAIA”), each a registered investment adviser. Please see [Item 10 – Other Financial Industry Activities and Affiliations](#) for more information.

BAAM’s assets under management (“AUM”) were \$53 billion as of December 31, 2023. Please note that this is an unaudited estimate. In the case of assets managed by BAAM which are sub-advised or allocated to Other BXMA Clients, such assets are included in the AUM for both BAAM and the Other BXMA Advisers if BAAM is paid a fee on such assets.

Overview of Advisory Services

As investment adviser to BAAM’s Clients, BAAM:

- Identifies and implements investment opportunities for BAAM Clients;
- Participates in the monitoring of BAAM Clients’ investments;
- Makes decisions on behalf of BAAM Clients to purchase and/or sell investments;
- Engages in foreign currency hedging transactions and/or the hedging of certain market exposures for certain BAAM Clients; and
- Employs leverage for BAAM Clients in various forms (including via credit facilities, derivative transactions, margin transactions and other credit arrangements): (a) when BAAM believes that the use of leverage may enable the BAAM Clients to achieve a higher rate of return, (b) to meet redemptions that would otherwise result in the premature liquidation of investments, and/or (c) to finance investments or other costs and expenses in anticipation of the receipt of equity capital from investors and/or realization proceeds from investments. The use of leverage increases the risk of loss.

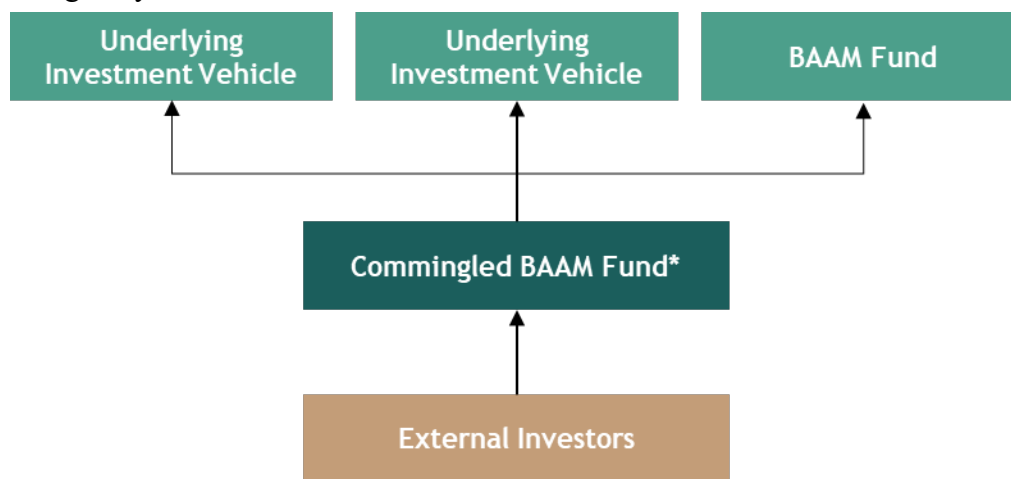
Typically, a BAAM Fund’s strategy generally is to allocate capital to a diversified group of Underlying Managers that invest or trade in a wide variety of securities and other instruments, including, but not limited to, equities and fixed income securities, currencies, commodities,

futures contracts, options and other derivative instruments, all of which may be listed or unlisted, rated or unrated, distressed or publicly or privately issued. From time to time, BAAM Funds also invest in separate managed accounts with Underlying Managers (the funds and accounts managed by Underlying Managers are referred to herein as the “Underlying Investment Vehicles”). Subject to guidelines of particular Client Constituent Documents, BAAM Funds invest in other BAAM Funds and Underlying Investment Vehicles managed by Other Blackstone Advisers, Blackstone Affiliated Managers and Blackstone Interest Managers. For certain BAAM Funds, BAAM may also invest some or all of the BAAM Fund’s capital directly in the securities and other instruments described above.

In General, BAAM Offers Three Types of Products:

1. Commingled Funds

“Commingled Funds” are BAAM Funds that are offered to multiple investors and invest in multiple Underlying Investment Vehicles and/or BAAM Funds and in some cases make direct investments (e.g., Blackstone’s Dislocation Funds, certain Customized Funds and Advisory Clients). BAAM mandates the investment guidelines (e.g., **risk factors, leverage, concentration limits, etc.**) and makes investment decisions in its sole discretion. Generally, Commingled Funds also invest in other BAAM Funds, including in certain circumstances a BAAM Fund which provides investment exposure to a single Underlying Manager (referred to by BAAM as “Wrappers”), a group of Underlying Managers concentrated in one investment thesis (referred to by BAAM as “Pods”) or direct investments within the guidelines of the Client Constituent Documents. Where a BAAM Fund invests in other BAAM Funds, generally there is only one level of fees charged by BAAM.

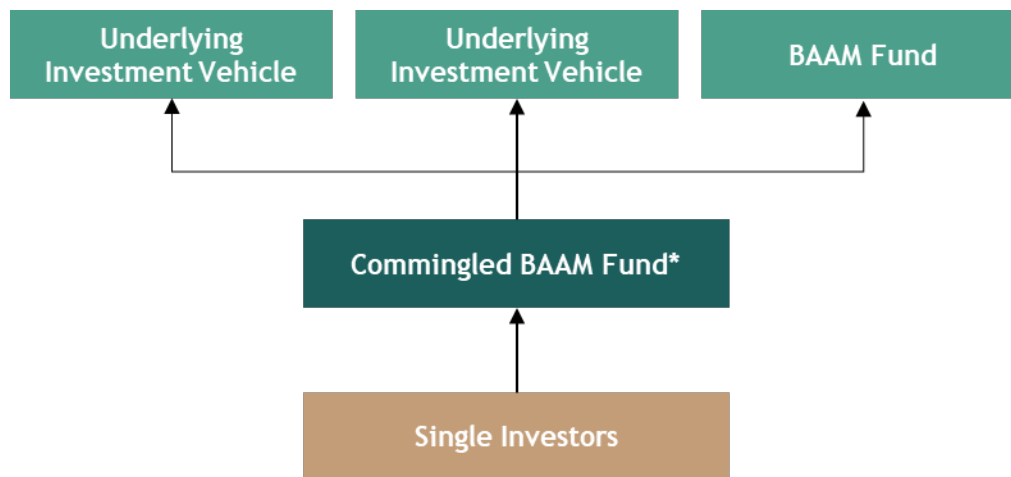


Note: *A Commingled BAAM Fund may be an externally offered BAAM Fund or a BAAM Fund which is an intermediary fund (e.g., **Pods, in some cases, wrappers**) or makes direct investments which are typically only offered to other BAAM Clients. A Commingled BAAM Fund may be in the form of an entity (e.g., **Delaware limited partnership, Cayman limited company, etc.**) or a “Managed Account,” which is a fund managed and advised by BAAM that contracts with third-party hedge fund managers to conduct day-to-day investment activities on behalf of such Commingled Funds.

2. Customized Funds

A “Customized Fund” is where BAAM establishes a fund or account for a single investor or limited number of related investors and such fund or account invests in Underlying

Investment Vehicles and/or BAAM Funds and in some cases make direct investments. Customized Funds generally have tailored investment guidelines and restrictions, customized investment objectives and strategies, and customized reporting. The investor is involved in establishing the investment guidelines and terms of the Customized Fund, although generally BAAM maintains discretion to make investment decisions. Certain Customized Funds are structured as managed accounts. Where a Customized Fund invests in another BAAM Fund, generally there is only one level of fees charged by BAAM. Under limited circumstances, Other Blackstone Advisers charge fees on assets invested with such advisers by a Customized Fund.



Note: *A Customized BAAM Fund may be in the form of a managed account.

3. Advisory Clients

On a limited basis, BAAM provides investment advisory services regarding a Client’s hedge fund portfolio, and in certain instances other investments (an “Advisory Client”). Advisory Clients typically maintain discretion over their portfolios (i.e., the right to make all investment decisions).

BAAM Funds, Customized Funds and Advisory Clients constitute BAAM’s Clients. Investors in BAAM Funds (“Investors”) are not deemed to be BAAM Clients but are entitled to the rights and benefits described in the applicable Confidential Offering Memorandum, Limited Partnership Agreements, Investment Management Agreements and other applicable constituent fund documents (the “Client Constituent Documents”).

Investors invested in the Customized Funds and Advisory Clients generally are subject to a significantly higher minimum investment threshold than Investors invested in the Commingled Funds due to the customized investment mandates and individualized nature of other services provided.

BAAM typically engages third party service providers, such as custodians, administrators and/or auditors, on behalf of the BAAM Clients other than for Advisory Clients or certain Customized Funds structured as managed accounts.

Item 5 – Fees and Compensation

Asset-Based Advisory Fees

In general, BAAM charges an annual asset-based advisory fee of up to 2% of assets under management. Generally, Other Blackstone Clients, affiliates, retired partners, and certain current or former employees of Blackstone, as well as endowment funds, charitable programs and/or other similar related entities associated with the foregoing, are not subject to such asset-based advisory fees.

BAAM's asset-based advisory fees and performance-based fees or compensation are not inclusive of all fees and expenses. Please see **Additional Fees and Expenses** section below.

Performance-Based Fees

Please see [Item 6 – Performance-Based Fees](#) for more detail.

Fee Negotiations

Asset-based and performance-based fees generally are non-negotiable, except in the case of affiliates, strategic / significant relationships, Customized Funds and Advisory Clients.

Payment of Asset-Based Advisory Fees

Fees are paid to BAAM in accordance with the Client Constituent Documents. In general, asset-based advisory fees accrue on a monthly basis and are paid on a quarterly basis. A Client may be charged an asset-based advisory fee in advance on the first day of each fiscal quarter or in arrears on the last day of each fiscal quarter. Investors only will be charged for the days that they are invested in the BAAM Clients. If a payment was made in advance and an Investor redeems prior to the end of the payment period, a pro rata portion of the asset-based advisory fee (based on the number of days remaining in the payment period) will be refunded by BAAM to the Investor.

Fees typically are deducted from a Client's assets invested with BAAM at the payment date, but also may be invoiced at a later time. Investors in a BAAM Fund bear indirectly their pro rata share of asset-based fees for the time period they are invested in the BAAM Funds.

Additional Fees and Expenses

BAAM's advisory fees are not inclusive of all the fees that BAAM Clients (and, indirectly, the Investors) will pay. The following is a list of fees and expenses that BAAM Clients typically will pay directly to third parties. This list is not intended to be exhaustive; the relevant Client Constituent Documents provide further detail relating to fees and expenses. Expenses paid by Customized Funds vary as negotiated between BAAM and BAAM Customized Funds' Investors.

- Underlying Manager Advisory and Performance Fees
- Underlying Manager Expenses
- Credit Facility Fees, including Interest Charges
- Director Fees
- Organizational Expenses

ITEM 5 - FEES AND COMPENSATION

- Ordinary Administrative Expenses
- Operating Expenses
- Risk Management
- Data Collection and Aggregation
- Custodial Fees
- Administrator Fees
- Legal Fees
- Regulatory Fees
- Compliance Fees
- Accounting Fees
- Audit Fees
- Brokerage Costs
- Interest Charges
- Bank Wire Fees
- Shareholder Onboarding
- Consulting Fees
- Preparing, Printing and Delivering All Reports, Documents and Filings Related to the Fund and its Investments
- Any Fees Related to the Preparation and Delivery of Internal Control Reports
- Any Fees Related to the Preparation and Delivery of Any Entity-Level Taxes
- Expenses Incurred in Offering of Shares / Interests
- Certain Technology Costs
- Certain Hardware Costs
- Software Fees
- News Expenses
- Quotation Services
- Travel Expenses
- Expenses Related to the Preparation and Filing of Any Reports, Disclosures, Filings and Notifications of the Fund, the Investment Manager or its Affiliates to Regulatory or Governmental Authorities Relating to the Fund or its Activities
- Form PF Fees
- AIFM Report Fees
- Extraordinary Expenses, Including Litigation Expenses
- Commissions

ITEM 5 - FEES AND COMPENSATION

- Tax Expenses
- Hedging
- Expenses of Liquidating the Fund
- Reports To Be Filed With Regulatory or Governmental Authorities
- Premiums, fees, costs and expenses for Insurance
- Fees and Expenses Incidental to the Purchase and Sale (whether or not consummated) of Interests In, and the Fees and Expenses of, any Underlying Managers, Underlying Investment Vehicles or other Investments
- Cyber Security Breaches and Identity Theft
- Intermediate Entities
- MiFID II
- FOIA Requests
- Investment Structuring
- ESG diligence and reporting
- European Commission Action Plan on Financing Sustainable Growth

Investors in a BAAM Fund indirectly bear their pro rata share of such additional fees and expenses for the time period they are invested in the BAAM Fund.

BAAM employees do not receive compensation from the purchase or sale of securities or other investments for BAAM Clients.

Arcesium LLC

Arcesium LLC (“Arcesium”) provides certain middle- and back-office services and technology to BAAM Clients and Other BXMA Clients, (the “BXMA Arcesium Clients”) and certain Underlying Investment Vehicles. BAAM holds a non-controlling, minority equity interest in Arcesium and the BXMA Chief Operating Officer serves on the board of Arcesium. The services and technology provided by Arcesium support various post-trade activities, including trade capture, cash and position reconciliations, asset servicing, margin and collateral monitoring, pricing-related services, portfolio data warehousing, and other services and technology as agreed with Arcesium. BAAM has in the past and may in the future recommend Arcesium’s services to Underlying Managers and certain Underlying Managers from time to time have hired, and may in the future hire, Arcesium. BAAM does not require any Underlying Manager to hire Arcesium as a condition to investing with such Underlying Manager, nor will it favor Underlying Managers because they use Arcesium over Underlying Managers who use other qualified middle- and back-office service providers when selecting Underlying Managers for the BAAM Clients.

ITEM 5 - FEES AND COMPENSATION

In return for such services, Arcesium receives from BAAM (or the applicable Other BXMA Adviser or Underlying Manager) a one-time upfront implementation fee, an annual software fee (based on complexity and net asset value), and an annual operations services fee (also based on net asset value), as negotiated by BAAM (or the applicable Other BXMA Adviser or Underlying Manager) and Arcesium (such fees in the aggregate, the “Arcesium Fees”). Because the Arcesium Fees are based, in part, on the net asset value of the relevant BAAM Client, which is generally determined by such BAAM Client’s administrator under the overall supervision of BAAM, there may be conflicts with respect to calculation of such net asset value. BAAM does not intend to engage in any ongoing benchmarking or market check to determine whether the Arcesium Fees are consistent with market rates, as certain services being provided by Arcesium are bespoke and customized services and BAAM is not aware of any direct competitors to Arcesium that provide the same services. Accordingly, there can be no assurance that an unaffiliated third party would not charge a lower fee. Additional information regarding the Arcesium Fees is available from BAAM upon request.

In connection with BAAM’s minority equity ownership interest in Arcesium, BAAM may receive cash distributions from Arcesium from time to time. Cash distributions received by BAAM from Arcesium will be applied first to reimburse the Arcesium Fees paid by BAAM funds and the BXMA Arcesium Clients for the amount of Arcesium Fees paid by such entities to Arcesium. The allocation of such reimbursements as among the BAAM Clients and other BXMA Arcesium Clients will require judgments as to methodology that BAAM makes in good faith but in its sole discretion. Certain Underlying Investment Vehicles also pay Arcesium Fees and any cash distributions from Arcesium will not be applied to reimburse such Underlying Investment Vehicles, even though Arcesium Fees borne by such investment vehicles are therefore borne indirectly by the BXMA Arcesium Clients to the extent of its ownership of such Underlying Investment Vehicles. There can be no assurance that BAAM will receive any such distributions and therefore that any such reimbursements shall be made to the BXMA Arcesium Clients. Further, if Arcesium is sold to a third-party, BAAM would not be expected to receive such cash distributions and the BXMA Arcesium Clients would not be expected to be reimbursed for any portion of the Arcesium Fees paid by them. In the event that cash distributions received by BAAM from Arcesium exceed the Arcesium Fees paid by the BXMA Arcesium Clients, any excess amounts will be retained by BAAM. As additional BXMA clients engage Arcesium and pay Arcesium Fees in the future, the reimbursement described above will apply to such clients as well.

In addition, BAAM has a further incentive to engage Arcesium to provide services to the BAAM Funds and other BAAM clients, as such engagement provides consistency in such services across the platform, increased scalability to support future growth across its business, and improved data centralization and accessibility, each of which also benefits BAAM.

Refinitiv

Since the inception of BAAM Clients, BAAM has used various pricing services, including Thompson Reuters, to value portfolio investments and determine the net asset value of a BAAM Clients’ shares or limited partnership interests. 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 London Stock Exchange Group (“LSEG”) with certain Blackstone private equity funds receiving a minority stake in LSEG. Refinitiv operates a pricing service that

ITEM 5 - FEES AND COMPENSATION

provides valuation services. Refinitiv could provide valuation or other services for the Underlying Managers in the future and is expected to perform services for the BAAM Clients, Other Blackstone Clients and Blackstone.

Item 6 – Performance-Based Fees

In addition to the asset-based advisory fees disclosed in [Item 5 – Fees and Compensation](#) above, most BAAM Clients also pay a performance-based fee generally, of up to 20% of net profits, subject to loss carryforward provisions (and, in some cases, a “performance hurdle”). Under a loss carryforward provision (also referred to as a High Water Mark), if a BAAM Client has a loss chargeable to it during any fiscal year, and during a subsequent fiscal year there is a profit allocable to such BAAM Client, there will be no performance-based fee payable with respect to such BAAM Client until the amount of the loss previously allocated has been recouped.

The size of the performance-based fee varies and depends on a number of factors including, but not limited to, the level of asset-based advisory fee charged and the use of performance hurdles. Investors in a BAAM Fund are allocated their pro rata share of performance-based fees for the time period they are invested in the BAAM Fund.

These fee arrangements, including applicable fee percentage and calculation methodology, are more thoroughly described in the relevant Client Constituent Documents.

Generally, affiliates, and Other Blackstone Clients and employees, retired partners, and certain current or former employees of Blackstone, as well as endowment funds, charitable programs and/or other similar related entities associated with the foregoing are not subject to such performance-based fees.

BAAM’s asset-based advisory fees and performance-based fees are not inclusive of all fees. Please see [Item 5 – Fees and Compensation](#) (Additional Fees and Expenses).

Please note the existence of a performance-based fee will incentivize BAAM to manage the BAAM Clients’ assets in a more aggressive manner than if there was no performance-based fee. Further, the existence of differing performance-based fees for BAAM Clients investing side-by-side creates a potential conflict of interest on the part of BAAM with respect to the allocation of investment opportunities. BAAM has an investment allocation policy (see [Item 12 – Brokerage Practices](#)) that is designed to address these potential conflicts of interest.

Since Underlying Managers are compensated based on their performance of their Underlying Investment Vehicles, a particular Underlying Manager will typically receive the BAAM Funds’ performance allocation in respect of its Underlying Investment Vehicle’s performance even during a period when the BAAM Funds experience losses.

Item 7 – Types of Clients

BAAM's clients consist of the BAAM Clients. Please see [Item 4 – Advisory Business](#) for more information on the BAAM Clients. Investors in BAAM Clients are based in the U.S. and outside of the U.S. and generally will include, without limitation:

- 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
- State and Municipal Government Agencies
- Sovereign Wealth Funds
- Hedge Funds
- High Net Worth Individuals
- Corporations
- Business Entities Other than those Listed Above
- Certain Blackstone Employees
- Blackstone Managed Funds
- Family Offices

All BAAM Clients and Investors are subject to applicable suitability and eligibility requirements.

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

Analysis

BAAM identifies, researches, interviews, evaluates, selects and monitors the Underlying Managers with which the BAAM Clients invest. The Underlying Managers execute various types of investment strategies. BAAM selects and monitors the Underlying Managers based on certain criteria, which include, but are not limited to:

- Investment Performance
- Risk Management Techniques
- Levels of Volatility
- Liquidity
- Investment Philosophies
- Factors relating to Management and Investment Professionals such as Experience and Commitment

Investment Strategies

BAAM employs various types of investment strategies, which include, but are not limited to:

- Broadly Diversified
- Strategy Focused
 - Special Situations
 - Equity Long / Short
 - Equities – Fundamental
 - Equities – Trading
 - Quantitative Strategies
 - Emerging Market – Equity
 - Equities – Activist
 - Arbitrage and Event
 - Multi-strategy
 - Residential Mortgages
 - Credit – Distressed
 - Credit – Fundamental
 - Multi-strategy Event
 - Credit – Trading
 - Structured / Asset-Backed Securities

- Reinsurance
- Emerging Market / Credit
- Hedging
- Directional Trading and Fixed Income
 - Macro Rates
 - Commodities
 - Commodity Trading Advisors
 - Emerging Market Macro
 - Macro-thematic
- Liquidity Management

Risk of Loss

General Economic and Market Conditions: The success of BAAM's and the Underlying Manager's investments activities will be affected by general economic and market conditions, including, without limitation, interest rates, availability of credit, credit defaults, inflation rates, economic uncertainty, changes in laws or other legislative or regulatory acts (including laws relating to taxation of the BAAM's and Underlying Managers' investments), elections, trade barriers, currency exchange controls, and national and international political circumstances (including wars, terrorist acts or security operations, U.S. trade disputes with the People's Republic of China or the death of a major political figure). Additionally, a serious health crisis, such as COVID-19 or avian influenza, or a natural disaster, such as a hurricane, could severely disrupt the global, national and/or regional economies and/or markets. The foregoing factors may affect the level and volatility of financial instruments' prices and the liquidity of BAAM Clients' and the Underlying Managers' investments. Volatility or illiquidity could impair the BAAM Clients' and the Underlying Managers' profitability or result in losses. The BAAM Clients and Underlying Managers may maintain substantial trading positions that can be adversely affected by the level of volatility in the financial markets — the larger the positions, the greater the potential for loss. The economies of non-U.S. countries may differ favorably or unfavorably from the U.S. economy in such respects as growth of gross domestic product, rate of inflation, currency depreciation, asset reinvestment, resource self-sufficiency and balance of payments position. Further, certain non-U.S. economies are heavily dependent upon international trade and, accordingly, have been and may continue to be adversely affected by trade barriers, exchange controls, managed adjustments in relative currency values and other protectionist measures imposed or negotiated by the countries with which they trade. The economies of certain non-U.S. countries may be based, predominantly, on only a few industries and may be vulnerable to changes in trade conditions and may have higher levels of debt or inflation.

Investment and Trading Risk: All investments made by the BAAM Clients risk the loss of capital. Certain BAAM Clients and Underlying Managers utilize such investment techniques as margin transactions, short sales, option transactions, forward and futures contracts, which practices can, in certain circumstances, increase the adverse impact to which the BAAM Clients may be subject. The risks of these various techniques may be cumulative, potentially resulting in greater losses than might result from any single technique used in isolation. No guarantee or

representation is made that BAAM Clients' or any Underlying Manager's investment program will be successful, and investment results may vary substantially over time, including the possibility of a complete loss of capital. Additionally, BAAM's and the Underlying Managers' investment techniques are expected to change over time. Accordingly, BAAM Clients and the Underlying Managers' future investments and investment strategies may present new and/or additional risks to the BAAM Clients and/or Underlying Investment Vehicles.

Risks Primarily Associated with BAAM and the Operation of the BAAM Funds

- Borrowing by the Fund; Investments are Leveraged
- Compulsory Redemption
- Indemnification and Exculpation
- Risk of Litigation or Proceedings
- Expenses Related to Redemption
- Cross-Class Liability
- Difficulty of Locating Suitable Investments
- Concentration of Fund Portfolio
- Possession of Nonpublic Information by Blackstone Business
- Dependence on BAAM and the Underlying Managers
- Diversification
- No-Decision Making Authority/Due Diligence
- Employee and Service Provider Misconduct
- Business Risks Associated with Hedge Funds
- Human Error
- Direct Investments by the BAAM Clients
- Duplicative Payments and Expenses
- Estimates
- Incentive Fees
- Restrictions and Conditions on Redemptions/Withdrawals from Underlying Investment Vehicles; Re-Allocation of Investments
- Business and Regulatory Risks of Being a Part of a Larger Firm
- Increased Regulatory Oversight
- Information Technology Systems
- Cybersecurity and Data Protection
- Electronic Delivery of Information and Certain Documents
- Business Continuity

ITEM 8 - METHODS OF ANALYSIS, INVESTMENT STRATEGIES AND RISK OF LOSS

- Reporting
- Disclosure of Information Regarding Investors
- Indirect Fees
- Financial Reporting Risks of Investing Across Geographies
- Risks Inherent in Fund of Fund Investing
- Limited Liquidity; Liquidity and Information Rights
- Limited Operating History of BAAM Client
- Liquidity Mismatch
- Redemptions in Kind; Liquidating SPVs
- Investors Subject to Regulation
- Retail Investing
- Volatility
- Other Activities of BAAM
- Gates, Suspensions and Redemption Fees
- Limited Operating History of the Underlying Managers
- Outsourcing
- ESG Framework Risk
- Regulatory Proposals with respect to Private Funds and Advisers

Risks Primarily Arising from Investment Activities of BAAM Clients and the Underlying Managers

- “Style Drift”
- Compensation Arrangements with Underlying Managers
- Concentration of Underlying Investment Vehicles’ Portfolios
- Use of Multiple Underlying Managers
- Conflicts of Interest Involving Underlying Managers’ Other Activities
- Portfolio Valuation
- Turnover
- Significant Positions
- Risk of Counterparty Default
- Investment Vehicle Cross-Liability
- Disclosure of Intellectual Property

Risks Arising From Certain Investment Strategies and Financial Instruments

ITEM 8 - METHODS OF ANALYSIS, INVESTMENT STRATEGIES AND RISK OF LOSS

- Highly Volatile Markets
- Leverage
- Long/Short
- Short Selling
- Synthetic Investment Strategies
- Stock Index Options
- U.S. Government Securities
- Non-Controlling Investments
- Control Person Liability
- Transactions in Publicly Traded Securities
- Activist Strategy
- Investments in Real Estate
- Investments Held in REITs
- Private Investments in Public Entities
- Investments in Special Purpose Acquisition Companies
- Risks Related to SPAC Warrants
- Risks of Event-Driven Investing and Merger Arbitrage
- Emerging Market Investments
- Trade Policy
- Non-U.S. Securities
- Investments in the Asia Pacific Region Generally
- Currency Fluctuations
- Hedging Transactions
- Forward Trading
- Futures and Other Derivative Instruments
- Options
- Swap Agreements
- Virtual Currencies
- Commodity and Financial Futures Contracts
- Interest Rate Risk
- Benchmark Rates
- Reliance on Models, Data Availability and Accuracy
- Debt Securities; Bank Debt

ITEM 8 - METHODS OF ANALYSIS, INVESTMENT STRATEGIES AND RISK OF LOSS

- Lower-Rated Securities
- Structured Products
- Asset-Backed Securities
- Trade and Other General Unsecured Claims
- Rights and Warrants
- Project Finance Investments
- Energy Investments
- Proprietary Investment Strategies
- Quantitative Trading Risks
- Investment Turnover
- Risk Management Activities
- Risk Control Framework
- Systemic Risk
- Business, Terrorism and Catastrophe Risks
- Recent Developments in the Banking Sector
- Coronavirus and Public Health Emergencies
- Epidemics/Pandemics
- Civil Unrest
- Russian Invasion of Ukraine/Sanctions
- October 7th Attacks on Israel; Aftermath
- OFAC and Sanctions Considerations
- Weather and Climatological Risks
- Opportunistic Investing
- Macro Investing
- Multi-Strategy Investing
- Institutional and Counterparty Risks
- Arbitrage Transactions
- Trading in Securities and Other Investments That May Be Illiquid
- Illiquid Markets
- Risk of Directly or Indirectly Investing in “Side Pockets”
- Distressed Securities
- Risks of Event-Driven Investing and Special Situation Investments
- Proxy Contests and Unfriendly Transactions

- Risks of Relative Value Investing

Risks Associated with Government Regulation

- Legal, Tax and Regulatory Risks of Hedge Funds
- Exemption from Regulation, Including the U.S. Investment Company Act of 1940
- Regulatory Changes
- Regulatory Proposals with respect to Private Funds and Advisers
- European Commission Action Plan on Financing Sustainable Growth
- Sustainability Risks
- No Consideration of Principal Adverse Sustainability Impacts
- EU Taxonomy Regulation Disclosure
- Environmental Matters
- United Kingdom Exit from the European Union
- MiFID II
- EU Securitization Regulation
- ESG Framework Risk
- FOIA and Similar Laws
- Tax Considerations
- Taxation in Non-U.S. Jurisdictions
- Accounting for Uncertainty in Income Taxes
- Delayed Schedules K-1
- Non-Voting Securities; Company Act Restrictions
- Investment Manager Registration
- Changes in the U.S. Federal Income Tax System
- Tax Uncertainty
- Entity-Level Audits
- Tax Liabilities without Distributions
- FACTA Compliance
- Identity of Beneficial Ownership and Withholding on Certain Payments
- Base Erosion, Profit Shifting and Related Measures

The above list is provided for illustrative purposes and is not intended to be all inclusive. A detailed description of the risks associated with BAAM's investment strategy is included in the Client Constituent Documents of the respective BAAM Clients, a copy of which are provided to prospective investors and should be carefully reviewed prior to investing. For the avoidance of

ITEM 8 - METHODS OF ANALYSIS, INVESTMENT STRATEGIES AND RISK OF LOSS

doubts, the risks listed above will apply to Underlying Managers, Underlying Investment Vehicles, BAAM and BAAM Clients.

Item 9 – Disciplinary Information

BAAM is obligated to disclose any legal or disciplinary event that would be material to you when evaluating a client / adviser relationship. On occasion, in the ordinary course of its business, Blackstone is named as a defendant in proceedings that could result in findings, settlements, charges or various forms of sanctions against Blackstone and/or one of its affiliates, including BAAM. There have been no material regulatory findings against BAAM in the past and as of the date of this Brochure, there are no regulatory proceedings pending against BAAM.

Certain regulatory, litigation and other similar matters are, from time to time, are disclosed in (i) Blackstone's public filings (including, without limitation, its current, periodic and annual reports on Forms 8-K, 10-Q and 10-K), which may be accessed through the website of the SEC (www.sec.gov) or Blackstone (<http://ir.blackstone.com/investors/annual-reports-and-secfilings/default.aspx>), and (ii) materials made available through Blackstone's online portal related to the BAAM Funds and/or certain affiliates.

While BAAM does not believe that any current litigation to which BAAM is a party will have a material adverse effect on BAAM or the BAAM Clients, or should be material when evaluating your relationship with us, you should note that BAAM, Blackstone Inc., Stephen A. Schwarzman, as Chairman and CEO of Blackstone, and J. Tomilson Hill, as then-CEO of BAAM, are defendants in several related lawsuits arising from a hedge fund-of-funds managed by BAAM on behalf of the Kentucky Retirement Systems ("KRS"). The fund in question was managed by BAAM from 2011-2016 and produced, net of all fees and expenses, over \$158 million in gains for KRS. BAAM believes that these suits are totally without merit and will continue to defend them vigorously. These lawsuits are disclosed in further detail in Blackstone Inc.'s public filings, which may be accessed through the website of the SEC (www.sec.gov) or Blackstone's website (www.blackstone.com). Any disclosure in Blackstone's public filings about these lawsuits is incorporated herein by reference.

Item 10 – Other Financial Industry Activities and Affiliations

BAAM is an Affiliate of the following Entities:

Bank Entity

Luminor Bank AS*	A Baltic bank purchased by Blackstone Capital Partners
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Broker-Dealer Entities

Assetpoint Financial, LLC*	Operates a service that facilitates the entry by banks and other financial institutions into repurchase agreement transactions for themselves or as agent for their customers
Blackstone Securities Partners L.P.	Provides a variety of limited investment banking services
Currencies Direct Ltd.**	Provides money transfer services to individuals and businesses on a global basis
Everlake Distributors, L.L.C.*	Provides underwriting and distribution of variable life insurance or annuities to other broker-dealers and registered investment advisers
FEF Distributors LLC*	Serves as distributor and principal underwriter to the First Eagle mutual funds and private investment funds
Finance of America Securities LLC**	Provides a variety of limited investment banking services

Investment Advisor Entities

ASK Investment Managers Ltd.*	Provides investment advisory services to funds and high net worth individuals in India
Blackstone Alternative Credit Advisors LP	Provides investment advisory services to a number of debt-focused private investment funds and closed-end funds
Blackstone Alternative Investment Advisors LLC	Provides investment advisory services to open end mutual funds and pooled investment vehicles
Blackstone Alternative Solutions L.L.C.	Provides investment advisory services to private investment funds which predominantly participate in a broad range of direct investment opportunities
Blackstone Asset Based Finance Advisors LP	Provides investment advisory services to a number of separately managed accounts and vehicles that primarily engage in asset backed securities and whole loan investments
Blackstone CLO Management LLC (Management Series)	Provides investment advisory services to US CLOs
Blackstone Communications Advisors I L.L.C.	Provides investment advisory services to a private investment fund specializing in communications-related private equity investments

**ITEM 10 - OTHER FINANCIAL INDUSTRY
ACTIVITIES AND AFFILIATIONS**

Investment Advisor Entities

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

**ITEM 10 - OTHER FINANCIAL INDUSTRY
ACTIVITIES AND AFFILIATIONS**

Investment Advisor Entities	
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

**ITEM 10 - OTHER FINANCIAL INDUSTRY
ACTIVITIES AND AFFILIATIONS**

Investment Advisor Entities

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, renewables and Master Limited Partnerships holding midstream assets in North America
Strategic Partners Fund Solutions Advisors L.P.	Provides investment advisory services to a number of pooled investment and custom vehicles operating as private investment funds
First Eagle Direct Lending Manager III, LLC*	Serves as the manager of a private direct lending fund
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 Capital Israel Ltd.	Israel investment advisory firm, which serves as a sub-advisor to affiliates of the registrant

**ITEM 10 - OTHER FINANCIAL INDUSTRY
ACTIVITIES AND AFFILIATIONS**

Investment Advisor Entities

Blackstone Europe Fund Management S.à 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 Singapore Pte Ltd	Singapore investment advisory firm, which serves as a sub-advisor to affiliates of the registrant and provides investment advisory services to funds controlled by the registrant
BX Mexico Advisors S.A. de C.V.	Mexican advisory entity which provides services to certain publicly registered trusts
The Blackstone Group (Australia) Pty Limited	Australian investment advisory firm, which serves as a sub-advisor to affiliates of the registrant
The Blackstone Group Germany GmbH	German investment advisory firm, which serves as a sub-advisor to affiliates of the registrant and acts as an investment fund manager
The Blackstone Group (HK) Limited	Hong Kong investment advisory firm holding licenses of dealing in securities and advising on securities, which serves as a sub-advisor to affiliates of the registrant
Blackstone Europe LLP	UK investment advisory firm, which serves as a sub-advisor to affiliates of the registrant, with branch offices in other locations
The Blackstone Group Japan K.K.	Japanese investment advisory firm, which serves as a sub-advisor to affiliates of the registrant and has a broker-dealer license for fund marketing
The Blackstone Group Spain SLU	Spain investment advisory firm, which serves as a sub-advisor to the registrant

Registered Commodity Trading Advisor and/or Registered Commodity Pool Operator Entities

Blackstone Alternative 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

**ITEM 10 - OTHER FINANCIAL INDUSTRY
ACTIVITIES AND AFFILIATIONS**

Registered Commodity Trading Advisor and/or Registered Commodity Pool Operator Entities

Blackstone Strategic Alliance Advisors L.L.C. (CTA/CPO)	Manages a series of private funds engaged in a hedge fund “seeding” program
Napier Park Global Capital (US) LP* (CTA/CPO)	Provides investment advisory services to credit and private investing private investment funds and institutional accounts and collateral management services to securitized asset funds

**ITEM 10 - OTHER FINANCIAL INDUSTRY
ACTIVITIES AND AFFILIATIONS**

Insurance Entities

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

*Portfolio company of affiliated private equity fund

**Portfolio company of affiliated tactical opportunities funds

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

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

*****Portfolio company of Blackstone Credit funds

Item 11 – Code of Ethics

As required by the Advisers Act, Blackstone has adopted a Code of Ethics (the “Code”) that governs a number of potential conflicts of interest which exist when providing advisory services to the BAAM Clients. This Code is designed to enable BAAM to meet its fiduciary obligation to BAAM’s Clients and to instill a culture of compliance within BAAM. An additional benefit of the Code is to assist Blackstone and BAAM in preventing 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. BAAM also supplements the Code with ongoing monitoring of employee activity.

The Code includes (among other things):

- Requirements Related to Confidentiality
- Limitations, and Reporting of, Gifts and Entertainment
- Pre-Clearance of Political Contributions
- Pre-Clearance and Reporting of Employee Personal Securities Transactions
- Pre-Clearance of Outside Business Activities
- Protection of Persons who Engage in “Whistle Blowing” Activities from Retaliation

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

Potential Conflicts of Interest

Blackstone and BAAM offer many different products and services and there are several potential conflicts of interest which may arise, including, but not limited to, those identified below.

Blackstone and BAAM have adopted, and continue to adopt, policies and procedures to address such potential conflicts of interest.

Investment Related Potential Conflicts

- From time to time, BAAM takes an investment position or action for one or more BAAM Clients that is different from, or inconsistent with, an action or position taken for one or more Other BAAM Clients (or Other Blackstone Clients) having similar or differing investment objectives.
- Certain Investment opportunities with limited capacity are appropriate for more than one BAAM Client, and/or Other Blackstone Client.
- Blackstone has a minority ownership, revenue share or other similar economic interest with respect to various investment managers (each a “Blackstone Interest Manager”), and has an ownership, revenue share or other similar economic interest of 50% or greater with various investment managers (each a “Blackstone Affiliated Manager”). BAAM will have an incentive to allocate the BAAM Clients’ assets to Blackstone Interest Managers or Blackstone Affiliated Managers since affiliates of BAAM will receive fees relating to such allocations and otherwise will have a direct or indirect financial interest in the success of

such managers. For example, BSCA, an Other Blackstone Adviser, manages certain funds (the “GP Stakes Funds”) that seek to make minority investments in alternative investment managers (the “GP Stakes Managers”). An investment by a BAAM Client with a GP Stakes Manager generally would benefit the GP Stakes Funds and a withdrawal by a BAAM Client from such manager generally would be detrimental to the GP Stakes Funds.

- Similarly, BAAM Clients invest in funds and Co-Investments managed by Underlying Managers which are provided seed funding (which may include “acceleration” capital) by the Blackstone Strategic Alliance Funds (the “BSAA Funds”), which are managed by BSAA, an Other BXMA Adviser. An investment by a BAAM Fund in a fund or account managed by investment managers with respect to which the BSAA Funds hold a revenue share or other similar economic interests (each, a “SAF Manager”) generally would benefit the Strategic Alliance Funds and a withdrawal by a BAAM Fund from such manager generally would be detrimental to the Strategic Alliance Funds. In addition, BAAM may seek to negotiate preferential terms and conditions from a SAF Manager, which terms and conditions may be subject to the approval of BSAA and may trigger certain “most favored nation” rights for the Strategic Alliance Funds.
- There is overlap between the BAAM Investment Committees and the investment committees for the GP Stakes Funds, Strategic Alliance Funds and certain Other Blackstone Advisers.
- BSCA and BSAA do not represent an exhaustive list of Blackstone Interest Managers.
- BAIA, an affiliate of BAAM, serves as investment manager for open-end registered products, which employ multi-manager, diversified investment strategies. As such, BAAM and BAIA will be subject to conflicts in allocating assets to Underlying Managers. There is overlap between the members of the BAAM and BAIA investment committees.
- BAS, an affiliate of BAAM, primarily provides investment advisory services to private investment funds that predominantly invest and trade in a wide variety of securities, assets and instruments. As such, BAAM and BAS will be subject to conflicts in allocating investments. There is overlap between the members of BAAM and BAS investment committees.
- Members of BAAM’s senior management sit on the advisory committees and boards relating to portfolio investments.
- To the extent permitted by applicable law, from time to time, BAAM Clients purchase investments from, or sell / transfer investments to, another BAAM Client.
- BAAM may communicate investment recommendations to its Advisory Clients prior to the full implementation of such recommendations by BAAM for the BAAM Funds. Accordingly, the BAAM Funds may be seeking to obtain limited capacity from Underlying Managers or in other investments at the same time as such Advisory Clients. Similarly, to the extent that an Underlying Manager imposes redemption limitations, actions taken by Advisory Clients may be adverse to the BAAM Funds. In addition, Advisory Clients, from time to time, may have access to or have the right to obtain information about investments or investment decisions made for the BAAM Clients. Based on such information, the Advisory Clients may take actions that are adverse to the BAAM Clients.

- Some of BAAM's Clients may make seed investments (which may include "acceleration" capital) in investment vehicles and may enter into revenue sharing agreements with Underlying Managers. Revenues generated from such arrangements accrue only to such BAAM Clients.
- Some Customized Funds and all Advisory Clients require Investor approval in a manner which potentially could preclude investment decisions in a timely manner, thereby precluding participation in the investment opportunity.
- Affiliates of BAAM sponsor, manage or advise other investment funds with overlapping investment objectives with those of the BAAM Clients. Neither the BAAM Clients nor any of their Investors will have any rights of first refusal, co-investment or other economic rights in respect of the investments of such other funds or investment vehicles.
- Blackstone has entered, and it can be expected that Blackstone in the future will enter, into strategic relationships with investors that involve an overall relationship with Blackstone. A Blackstone strategic relationship often involves an investor agreeing to make a capital commitment to multiple Blackstone funds, which may include a BAAM Fund and may comprise multiple lines of business or be dedicated to a single business unit, product type or asset class, and may also or alternatively involve the provision of services and/or financing to a BAAM Fund or its affiliates, the Underlying Managers and/or portfolio investments of the Underlying Managers. The terms and conditions applicable to Blackstone strategic relationships typically would not apply to other investors' investment in the BAAM Funds.
- Some BAAM Clients have a credit facility arrangement which facilitates bridge financing for temporary cash needs. The lack of a credit facility may cause BAAM Clients to forego certain investment opportunities.
- BAAM invests certain BAAM Clients' assets in Other BAAM Clients and these investments may be significant. By investing in Other BAAM Clients, the BAAM Clients may receive preferable notice requirements and liquidity terms.
- Certain employees of BAAM and Blackstone invest in the BAAM Funds. Typically, no fees are charged to such investors. The employees invested in the BAAM Funds may be individuals responsible for allocating investment opportunities among the BAAM Clients.
- Certain BAAM Clients (within its BGEN platform) have contractual priority rights for allocations to certain investments over other BAAM Clients.

Non-Investment Related Potential Conflicts

- BAAM, Blackstone and Blackstone employees invest for their own accounts in various investment opportunities, including hedge funds, in which the BAAM Clients have an interest.
- From time to time, BAAM and/or Blackstone employees are asked to speak at conferences and programs for potential hedge fund investors, which may be sponsored by BAAM / Blackstone's third-party service providers. Through such "capital introduction" events, prospective hedge fund investors have the opportunity to meet with BAAM. Such events and other services (including, without limitation, capital introduction services) provided by service providers, including prime brokers, custodian and administrators, may influence BAAM / Blackstone in deciding whether to use such service provider. BAAM may have a

placement agreement / relationship with a broker-dealer that sponsors hedge fund conferences or similar events.

- Financial institutions, executives of public companies and other “value added investors” are investors in the BAAM Funds. These persons and their employees are a potential source of information and ideas that could benefit the BAAM Clients.
- Certain advisors, service providers, counterparties and vendors (“Service Providers”) to BAAM, the BAAM Clients, and Underlying Managers (including, without limitation, accountants, administrators, lenders, bankers, brokers, attorneys, consultants, title agents, research providers and investment or commercial banking firms) provide goods or services to, and/or have other relationships with (including being affiliates of), BAAM, Other Blackstone Advisers, and/or their respective portfolio companies and affiliates. Service Providers may be investors in the Underlying Managers or their Underlying Investment Vehicles, the BAAM Clients and/or other affiliates of Blackstone. They may also be sources of financing and investment opportunities for, coinvestors with, commercial counterparties of, or entities in which, Blackstone and/or Other Blackstone Advisers have an investment (directly or indirectly). As such, payments to the Service Providers by the BAAM Clients, Underlying Managers, and their affiliates may indirectly benefit Blackstone, the Other Blackstone Advisers and/or their respective portfolio companies and affiliates. Also, Service Providers could have other commercial or personal relationships with Blackstone, Other Blackstone Advisers, Underlying Managers and/or their respective investment vehicles, portfolio companies and affiliates.
- Although Blackstone selects Service Providers it believes are most appropriate in the circumstances based on its knowledge of Service Providers (which knowledge is generally greater in the case of Service Providers that are affiliates of, or that have other relationships with, Blackstone), the relationship of Service Providers to Blackstone as described above may influence Blackstone in deciding whether to select or recommend a Service Provider to perform services for the BAAM Clients or an Underlying Manager, the cost of which may be borne directly or indirectly by the BAAM Clients.
- BAAM Funds have entered, or in the future may enter, into letter agreements or other similar agreements (commonly referred to as “side letters”) with one or more of a BAAM Fund’s investors which provide such investor(s) with additional and/or different rights than other investors in the Fund (including, without limitation, with respect to access to information, management and incentive fees, minimum investment amounts, and liquidity terms).
- BAAM incurs expenses on behalf of the BAAM Clients and makes determinations of expense allocations between BAAM and the BAAM Clients.
- Certain BAAM personnel, including certain members of the BAAM Investment Committees, will work on other projects, serve on other committees and source potential investments for and otherwise assist the investment programs of Other Blackstone Clients resulting in potential conflicts of interest in the allocation of time by such BAAM personnel.
- Employees and/or principals of certain Underlying Managers are invested in BAAM Funds, or Other Blackstone Clients (“Underlying Manager Investors”) and could have other commercial or personal relationships with BAAM, Blackstone and/or their respective affiliates. Although BAAM selects Underlying Managers and Underlying Investment Vehicles that it believes are most appropriate under the circumstances based on its knowledge of such Underlying Managers and Underlying Investment Vehicles, the

relationship of Underlying Manager Investors to Blackstone, including as investors in funds and/or accounts managed by Blackstone may influence BAAM in deciding whether the BAAM Funds invest in the applicable Underlying Investment Vehicles of such Underlying Manager Investors. For example, such relationships may incentivize BAAM to invest in, or refrain from withdrawing from, the Underlying Investment Vehicles of such Underlying Manager Investors. BAAM Funds will not have any right to participate in any manner in any profits or income earned or derived by or accruing to the Underlying Manager, Blackstone or their affiliates in connection with the investments by the Underlying Manager Investors in Blackstone funds and/or accounts. Investments by BAAM Funds with Underlying Managers and Underlying Investment Vehicles associated with such Underlying Manager Investors may indirectly benefit BAAM, Blackstone and their affiliates in that Underlying Manager Investors may use the compensation derived from such investments to invest in funds and/or accounts managed by BAAM, Blackstone and its affiliates.

Blackstone-wide Policies, Procedures and Guidelines

- Because Blackstone has many different asset management and advisory businesses, it is subject to a number of actual and potential conflicts of interest, greater regulatory oversight, and additional legal and contractual restrictions than those to which it would otherwise be subject if it had only one line of business. In addressing these conflicts and regulatory, legal and contractual requirements across its various businesses, Blackstone has implemented certain policies and procedures and information barriers that may reduce the positive synergies that the BAAM Clients could otherwise utilize for purposes of identifying, monitoring and generally managing attractive investments.

Accordingly, certain information or investment opportunities which could be of benefit to the BAAM Clients might become restricted or otherwise unavailable to the BAAM Clients due to the activities of Blackstone's other asset management businesses. For example, the BAAM Funds generally will be restricted from investing in issuers with respect to which any Other BXMA Advisor has received material non-public information. Such restrictions generally will not apply to Underlying Managers. BAAM could be forced to sell or hold existing investments, or be precluded from making new investments, as a result of a relationship that Blackstone may have or investments Blackstone and its affiliates (including, without limitation Other BAAM Clients, and/or Other Blackstone Clients) may make.

- Blackstone maintains information barriers that are designed to protect against the improper possession and/or use of material non-public information. Generally, no investment professional of BAAM may contact an investment professional of another Blackstone group, and vice versa, about a substantive business matter, without BAAM Compliance consent and, if appropriate, having Blackstone Compliance chaperone such contact. Prior to receiving confidential information, each Blackstone group typically seeks to limit the impact that such receipt may have on other Blackstone groups by, among other things, limiting the applicability of any confidentiality agreement to the particular Blackstone group(s) that receive the confidential information.
- With respect to BAAM's ability to allocate investment opportunities to BAAM Clients where such opportunities are within the common objectives and guidelines of one or more BAAM Clients, and/or Other Blackstone Clients (including Other Blackstone Clients designed to provide investors with exposure to a broad mix of, and leverage the talent and investment capabilities of, Blackstone's key investment programs), Blackstone has established general

guidelines for determining how such allocations are made, which, among other things, set forth priorities and presumptions regarding allocation for certain types of investments and other matters. The application of those guidelines will result in BAAM Clients not participating (and/or not participating to the same extent) in certain investment opportunities in which it would have otherwise participated had the related allocations been determined without regard to such guidelines.

- It also may be the case that BAAM Clients will benefit from the relationship of Other BAAM Clients, and/or Other Blackstone Clients with respect to the availability of a particular investment opportunity.
- From time to time, Blackstone refers potential investors to BAAM and these investors may become investors in one of the BAAM Funds.
- Blackstone Affiliated Managers manage investment strategies that are similar in certain respects to the primary investment strategy of certain BAAM Clients. BAAM and such Blackstone Affiliated Managers may compete for investment opportunities but, from time to time, also refer investment opportunities to each other, co-underwrite investment opportunities and co-invest.
- From time to time, Underlying Managers with which the BAAM Clients invest engage in transactions with Blackstone.
- Blackstone may hire or enter into a partnership or other arrangement with one or more investment professionals to form and manage pooled investment vehicles or separately managed accounts pursuing alternative investment strategies (“Blackstone Proprietary Funds”). Blackstone and its affiliates typically would receive a significant portion of the revenues attributable to these Blackstone Proprietary Funds. Such existing Blackstone Proprietary Funds and any Blackstone Proprietary Funds formed in the future may compete with Underlying Managers, the SAF Managers, and the BSCH Managers.
- BAAM is an affiliate of Blackstone Inc., which was listed on the New York Stock Exchange on June 21, 2007. Blackstone entities may have duties or incentives relating to the interests of the Blackstone shareholders that may differ from, and that could conflict with, the interests of the BAAM Funds and their investors, such as conflicts arising from the allocation of expenses, fee offsets and investment opportunities.
- The BAAM Clients’ assets and liabilities are valued in accordance with BAAM’s valuation policies and procedures. In making valuation determinations, BAAM can be deemed subject to a conflict of interest, as the valuation of the BAAM Funds’ assets and liabilities affects BAAM’s compensation and the compensation of the BAAM Fund’s general partner.

Blackstone Securities Partners L.P.

- Blackstone Securities Partners L.P. (“BSP”) is a registered broker dealer and an affiliate of BAAM. BSP does not make markets in any securities and generally does not hold proprietary positions in securities or other investments. BSP engages in underwriting activities, which frequently involve underwriting of debt and equity securities by Blackstone private equity portfolio companies.
- BAAM U.S.-based marketing personnel who are responsible for raising assets for the BAAM Funds are registered representatives of BSP. BSP does not receive any compensation relating to such arrangement.

PJT

- On October 1, 2015, Blackstone spun off its financial and strategic advisory services, restructuring and reorganization advisory services, and its Park Hill fund placement businesses and combined these businesses with PJT Partners Inc. (“PJT”), an independent financial advisory firm founded by Paul J. Taubman. While PJT operates independently from Blackstone and is not an affiliate thereof, it is expected that there will be substantial overlapping ownership between Blackstone and PJT for a considerable period of time going forward. Therefore, conflicts of interest will arise in connection with transactions between or involving BAAM Clients, 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 may influence BAAM to select or recommend PJT to perform services for a BAAM Client, the cost of which will generally be borne directly or indirectly by the BAAM Client. Given that PJT is no longer an affiliate of Blackstone, BAAM and its affiliates are able to cause a BAAM Client to transact with PJT generally without restriction under the Client Constituent Documents of such BAAM Client, notwithstanding the relationship between Blackstone and PJT. 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.

Broken Deal Expenses

- Any expenses incurred by the BAAM Clients for actual investments as described in the applicable BAAM Client governing documents will also be incurred by the BAAM Clients with respect to broken deals (i.e., investments or proposed dispositions that are not consummated). BAAM is not required to and in most circumstances will not seek reimbursement of broken deal expenses (i.e., expenses incurred in pursuit of an investment or disposition that is not consummated) from third parties, including counterparties to the potential transaction or potential co-investors (including “standing” co-investment vehicles established to participate in co-investment opportunities alongside the BAAM Clients on a regular or periodic basis and/or as part of an overall co-investment program or arrangement). Moreover, expenses related to the organization of co-investment vehicles formed to invest in a transaction that was ultimately not consummated are expected to be borne by the BAAM Clients, and not the proposed co-investors thereof.

Secondments and Internships

- Certain personnel of Blackstone and its affiliates, and the Consultants (as defined herein), will, in certain circumstances, be seconded to one or more portfolio entities, vendors and service providers or limited partners of the BAAM Clients and Other Blackstone Clients, including those in which BAAM Clients invest, directly or indirectly, to provide finance, accounting, operational support, technology, data management (including artificial intelligence) and other similar services, including the sourcing of investments for the BAAM Clients or other parties. The salaries, benefits, overhead and other similar expenses for such personnel during the secondment could be borne by Blackstone and its affiliates or the organization for which the personnel are working or both. In addition, personnel of portfolio entities, vendors, service providers (including law firms and accounting firms) and investors of the BAAM Clients and Other Blackstone Clients will, in certain circumstances, be

seconded to, serve internships at, receive trainings from or otherwise provide consulting services to, BAAM , Blackstone, the BAAM Clients, portfolio entities and Other Blackstone Clients. While often the BAAM Clients, Other Blackstone Clients, and their portfolio entities are the beneficiaries of these types of arrangements, BAAM , Other Blackstone Advisers or Blackstone are from time to time beneficiaries of these arrangements as well, including in circumstances where the vendor, portfolio entity or service provider also provides services to the BAAM Clients, Other Blackstone Clients, BAAM , Other Blackstone Advisers or Blackstone in the ordinary course.

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

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

Data

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

Although Blackstone believes that these activities improve Blackstone’s investment management and other business activities on behalf of the BAAM Clients, and Other Blackstone Clients, information obtained from the BAAM Clients and, at their election, certain Investors and investors in Other Blackstone Clients also provides material benefits to Blackstone, Other Blackstone Clients and their portfolio companies, typically without compensation or other benefit accruing to the BAAM Clients or Investors. For example, information from a portfolio company of the Blackstone Clients can be expected to enable Blackstone to better understand a particular industry, enhance Blackstone’s ability to provide advice or direction to another portfolio entity’s management team on strategy or operations, and execute trading and investment strategies in reliance on that understanding for Blackstone, and Other Blackstone Clients that do not own an interest in the portfolio company, typically without compensation or benefit to the Fund or its portfolio companies. Blackstone is expected to serve as the repository for data described in this paragraph, including with ownership, use and distribution rights therein.

Furthermore, except for contractual obligations to third parties to maintain confidentiality of certain information or otherwise limit the scope and purpose of its use or distribution, and regulatory limitations on the use of material nonpublic information, Blackstone is generally free to use and distribute data and information from the BAAM Clients’ activities to assist in the pursuit of Blackstone’s various other activities or other uses, including but not limited to trading activities for the benefit of Blackstone or another BAAM Client, or an Other Blackstone Client. Any confidentiality obligations under the governing documents of the BAAM Clients do not limit Blackstone’s ability to do so. For example, Blackstone’s ability to trade in securities of an issuer relating to a specific industry could, subject to applicable

law, be enhanced by information of a portfolio company in the same or related industry. Such trading or other business activities are expected to provide a material benefit to Blackstone without compensation or other benefit to the BAAM Clients or the Investors.

The sharing and use of “big data” and other information presents potential conflicts of interest and the 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 offset the BAAM Clients’ management fees or otherwise be shared with the BAAM Clients or the Investors. As a result, BAAM has an incentive to pursue investments in or with entities or Underlying Managers that have data and information that can be utilized in a manner that benefits Blackstone, or Other Blackstone Clients.

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

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 provide goods and perform services for certain BAAM Clients, Other Blackstone Clients, their portfolio companies and Blackstone.

Peridot Financial Services (“Peridot”) and Global Supply Chain Finance (“GSCF”)

- Peridot and GSCF are portfolio entities of certain BAS Funds and Other Blackstone Clients that provide supply chain financing and accounts receivable services globally. Peridot and GSCF perform services for the BAS Funds, Other Blackstone Clients and their portfolio entities.

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 may perform services for the BAAM Clients and is expected to perform services for Other Blackstone Clients and Blackstone.

Ontra (fka InCloudCounsel) (“Ontra”)

- 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 BAAM Clients, Other Blackstone Clients and their portfolio companies and Blackstone.

Potential Mitigants

BAAM maintains policies and procedures designed to mitigate some of the foregoing conflicts, including:

- Investment decisions are overseen by the relevant BAAM Investment Committee, business line CIO or Portfolio Managers as applicable for the particular BAAM Fund based on internal protocols. BAAM maintains detailed policies and procedures relating to allocations among BAAM Clients and the BAAM Allocation Oversight Committee reviews investment allocations for compliance with such policies and procedures.
- In certain circumstances where Blackstone, directly or indirectly, holds an interest in an Underlying Manager, BAAM or one of its affiliates may rebate or waive its fees or other revenues relating to the investment by a BAAM Client with such manager. For example, BSAA’s portion of the fees generated from a discretionary BAAM Client’s investment with a fund or account managed by a SAF Manager, including Co-Investments, are rebated to such BAAM Client. (The BSAA Fund investors retain their portion of the fees.) There typically is no rebate in the case of a BAAM Client’s investment with a GP Stakes Fund unless the BAAM Client is subject to ERISA. Generally, BAAM Clients only invest in funds managed by Underlying Managers funded by the Strategic Alliance Funds after a seasoning period (generally six months after the Strategic Alliance Funds’ initial investment to newly launched Underlying Managers). This seasoning period does not apply to Co-Investments or established Underlying Managers. When BAAM Clients invest in / redeem out of a Underlying Investment Vehicles managed by a SAF Manager, designated senior management of BAAM must review such transactions, in addition to the usual investment committee or portfolio manager approvals.

ITEM 11 - CODE OF ETHICS

- BAAM maintains detailed policies and procedures relating to allocations of expenses among the BAAM Clients. BAAM's expense allocation policy is available to be viewed upon request. BAAM allocates expenses in accordance with expense allocation policies and the Client Constituent Documents.
- Any purchases, sales or transfers between BAAM Clients will be effected based upon the current market price, fair market value or net asset value of the investment, will be effectuated in compliance with the Advisers Act and will be subject to the approval of BAAM's GC or Chief Compliance Officer (among others) in accordance with BAAM's cross trade policies and procedures.
- All Blackstone employees must pre-clear trades in all hedge funds and other securities (subject to a few limited exceptions) with Blackstone Compliance. BAAM employees generally are prohibited from investing or making additional investments in hedge funds in which BAAM has an interest. Upon hire, all BAAM employees must report all hedge fund holdings. After hire, all BAAM employees must receive approval for additional subscriptions to, or withdrawals from, their hedge fund holdings.
- Neither BAAM nor the BAAM Clients compensate service providers for organizing "capital introduction" events.
- Blackstone and BAAM have detailed policies and procedures relating to the use of private information, information sharing and information walls. Additionally, BAAM Compliance provides a list of potential value added investors to BAAM senior management on a periodic basis.
- Any use of Service Providers will be in accordance with the Client Constituent Documents and applicable law. Blackstone has a general practice of not having lower fee arrangements for BAAM, and Other Blackstone Advisers as compared to fees paid by the BAAM Funds for similar services.
- Generally, BAAM does not enter into agreements that grant preferential treatment to Investors in Commingled Funds in the same share class, if applicable, with respect to liquidity or fee terms, except (i) where there is a specific regulatory requirement mandating such preferential treatment, (ii) in the case of an investment by a BAAM Fund in another BAAM Funds, and (iii) as otherwise disclosed in the applicable Client Constituent Documents.
- BAAM personnel that work on the investment programs of Other Blackstone Clients allocate their time on a basis that BAAM deems to be fair and equitable.

Blackstone, consistent with its fiduciary duties, will endeavor to resolve conflicts in a manner it deems fair and equitable to the extent possible under the prevailing facts and circumstances.

In addition to those potential conflicts of interest identified in this [Item 11 – Code of Ethics](#), please see [Item 12 – Brokerage Practices](#) for a discussion of potential conflicts of interested relating to Trade Allocations.

You may request a copy of BAAM's Code of Ethics by contacting us at the address, telephone number or email on the cover page of this Brochure.

Item 12 – Brokerage Practices

General Considerations

There are no limitations as to which broker-dealers are used or as to the commission rates or similar charges paid.

In selecting brokers, dealers and other counterparties or intermediaries (“Brokers”) to effect portfolio transactions, BAAM will seek to obtain the best execution for the BAAM Clients taking into account several factors, including but not limited to: (i) the ability to effect prompt and reliable executions at favorable prices (including the applicable dealer spread or commission, if any); (ii) the operational efficiency with which transactions are effected, taking into account the size of order and difficulty of execution; (iii) the financial strength, integrity, stability and reputation of the Broker; (iv) the quality, comprehensiveness and frequency of available research and brokerage related services and products; (v) the Broker’s willingness to commit capital; (vi) trading expertise; (vii) clearance, settlement and custodial services; (viii) other financial services offered; and (ix) the competitiveness of commission rates in comparison with other brokers satisfying other selection criteria of BAAM. BAAM is generally not required to weigh these factors equally. Subject to seeking best execution, BAAM may consider other factors.

Research and Other Soft Dollar Benefits

Research products or services may include research reports on particular industries and companies, economic surveys and analyses, recommendations as to specific securities, and other products or services used by BAAM in the performance of its investment decision-making responsibilities.

In the case of certain BAAM Funds in which BAAM and/or third-party sub-advisors trade directly, BAAM utilizes “soft dollars” (i.e., consideration other than cash is exchanged for services) to pay for third-party brokerage services. Underlying Managers also may use “soft dollars” both within and outside of the safe harbor of Section 28(e) of the Securities Exchange Act of 1934, as amended, to obtain both research and non-research products and services.

In certain cases, BAAM Funds pay higher prices for the purchase of securities from or accept lower prices for the sale of securities to brokerage firms that provide it with research services or other soft dollar benefits, or pay higher commissions to such firms if BAAM determines such prices or commissions are reasonable in relation to the overall services provided. Research services furnished by brokers may include written information and analyses concerning specific securities, companies or sectors; market, financial and economic studies and forecasts; statistics and pricing or appraisal services; discussions with research personnel; and invitations to attend conferences or meetings with management or industry consultants.

The availability of these non-monetary benefits may influence BAAM to select one broker rather than another to perform services for the BAAM Clients.

Brokerage for Client Referrals

Service provider, including, including prime brokers, provide certain “capital introduction” services to BAAM as described further in Item 11 – Code of Ethics - Non-Investment Related Potential Conflicts. BAAM does have distribution relationships and placement agreements, as described further in [Item 14 – Client Referrals and Other Compensation](#).

Block Trading Procedures

In the event that securities, futures, forward, options, spot currency or other transactions are traded for multiple BAAM Clients pursuing the same investment strategy, typically, to the extent possible, trade orders would be aggregated for execution and allocated pro rata (subject to any approval delays or operational and/or investment limitations of particular participating BAAM Clients).

In the unlikely instance where BAAM believes that the aggregation of trades for multiple BAAM Clients would cause the BAAM Clients’ cost of execution to be increased, BAAM will not aggregate such trades.

Principal Trading

BAAM generally does not engage in trading for BAAM’s proprietary account. If a BAAM Client is looking to increase its allocation to an Underlying Investment Vehicle, and another BAAM Client simultaneously is looking to decrease its allocation to such Underlying Investment Vehicle, BAAM may facilitate such increase / decrease through a transfer of interests in the Underlying Investment Vehicle between the two BAAM Clients. If BAAM employees / affiliates hold a significant interest in one of the BAAM Clients that is a party to the transfer, such transfer may be deemed to be a principal transaction. Any such transfers will be effectuated at the Underlying Investment Vehicle’s net asset value as of the transfer date, will be subject to the Underlying Manager’s approval, and will be subject to the consent of the relevant BAAM Client or its board of directors, trustees, general partner or independent client representative engaged by BAAM or a BAAM Client. Such transfer process typically will result in enhanced liquidity for the transferor and certain economic benefits to the transferee. BAAM will not receive any compensation in connection with any such transfer.

Cross Transactions – Agency Cross Transactions

BAAM has engaged, and may in the future engage in cross transactions to the extent permitted by, and in accordance with, the Client Constituent Documents and not prohibited by all applicable laws and regulations.

If a BAAM Client is looking to increase its allocation to an Underlying Investment Vehicle, and another BAAM Client simultaneously is looking to decrease its allocation to such Underlying Investment Vehicle, BAAM may facilitate such increase / decrease through a transfer of interests in the Underlying Investment Vehicle between the two BAAM Clients. Such transfer may be deemed to be a cross transaction. Any such transfers will be effectuated at the Underlying Investment Vehicle’s net asset value as of the transfer date and will be subject to the Underlying Manager’s approval. Such transfer process typically will result in enhanced liquidity for the transferor and certain economic benefits to the transferee. BAAM will not receive any compensation in connection with any such transfer.

BAAM generally does not engage in agency cross transactions. To the extent that BAAM engages in an agency cross transaction, BAAM will comply with the requirements of Section 206(3) of the Advisers Act.

Investment Allocations

Certain investment opportunities are appropriate for one or more BAAM Clients and Other Blackstone Clients.

BAAM will determine allocations of such investment opportunities as among the BAAM Funds in accordance with its written allocation policies and procedures as determined by BAAM in its sole discretion.

BAAM and the Other Blackstone Advisers are subject to actual and potential conflicts of interest in allocating investment opportunities among one or more BAAM Funds and Other Blackstone Clients. For example, the BAAM Funds may have different management and/or incentive fee structures. As part of the investment allocation process, BAAM potentially could allocate a limited investment opportunity to a client that has a more favorable fee structure. For additional information on the allocation of investment opportunities between BAAM Clients and Other Blackstone Clients please refer to [Item 11 – Code of Ethics – Blackstone-wide Policies, Procedures and Guidelines](#).

Trade Errors

Trade errors are evaluated on a case-by-case basis. In the case of a trade error committed by BAAM, the gain or loss from the error will be allocated to the BAAM Clients; provided, however, if BAAM determines that its gross negligence, willful misconduct or fraud was the direct cause of the trade error, BAAM will generally compensate the BAAM Clients for any losses resulting from the error. BAAM will have a conflict of interest in determining whether a trade error should be borne by BAAM or allocated to the BAAM Clients. To the extent that a trade error is caused by a third party, such as an Underlying Manager, broker or agent, BAAM may seek to recover any related trade error losses from such party but will not be obligated to do so. For the avoidance of doubt, BAAM does not assume any responsibility for compensating the BAAM Clients, or making any third-party compensate the BAAM Clients, in such cases.

A trade error is generally defined as an error in the placement, execution, or settlement of a trade for a Client. Potential examples of trade errors could include (but are not necessarily limited to) the following:

- The placement of orders (either purchases or sales) in securities or other financial instruments at variance with the amounts / quantities that the Advisor intended to trade;
- The sale of a security or financial instrument when it should have been purchased;
- The purchase of a security or financial instrument when it should have been sold;
- The purchase or sale of the incorrect security or financial instrument; and
- The purchase or sale of the correct security or financial instrument for the wrong client.

Examples of circumstances that do not constitute trade errors include (but are not necessarily limited to) the following:

ITEM 12 - BROKERAGE PRACTICES

- An incorrect trade order that is identified and corrected prior to settlement, as long as there is no negative economic impact to the client;
- The error is the fault of an executing broker-dealer, custodian, or other counterparty (irrespective of whether the Advisor seeks compensation on behalf of the client from such parties);
- The purchase or sale of the security or financial instrument is reallocated to another client prior to settlement in accordance with the Advisor's allocation policies and procedures and the client's investment guidelines;
- The purchase or sale of the security or financial instrument violates restrictions arising from a contractual obligation to a third party other than the applicable client (e.g., a standstill agreement);
- Incorrect over- or under-allocations of securities or financial instruments;
- An investment that does not perform favorably but otherwise complies with applicable contractual requirements;
- The error does not result in a transaction in a client account (such as an error that results in the loss of an investment opportunity);
- The governing documents of the applicable client expressly provide for the right of the Advisor to cure (e.g., annul the trade error), and the Advisor cures in accordance therewith;
- Errors resulting from unavailability of (or disruptions in) electronic services or other force majeure events;
- The applicable client ratifies the trade in writing; and
- Good faith errors in judgment in making investment decisions for clients, which include errors in securities analysis and, for quantitative / systematic strategies, errors in writing computer code that relate to the process by which investment decisions are made for a client (**i.e., errors that reflect subjective judgments or mistakes made at the time of programming, concern the process of constructing an investment strategy, and are not associated with nor result in a particular trade**). [Item 13 – Review of Accounts](#)

Item 13 – Review of Accounts

The Investment Committees and Portfolio Managers

The BAAM Investment Committees are comprised of select senior personnel of Blackstone Multi-Asset Investing. Investment decisions are overseen by the relevant BAAM Investment Committee, business line CIO or Portfolio Manager as applicable for the particular BAAM Fund based on internal protocols.

Investment decisions are made based on a variety of criteria including, but not limited to:

- The Expected Performance of the Investment
- Reputation of the Principals of the Underlying Manager
- Availability of Cash
- Liquidity Needs
- Client Investment Objectives
- Client Risk Parameters
- ERISA Capacity
- General Capacity
- Tax Efficiency
- Investment Limits
- Diversification Guidelines
- Operational Factors
- Legal and Regulatory Factors

On a monthly basis, the Allocation Oversight Committee also reviews the information presented to assess that the allocations among BAAM Clients are in accordance with BAAM's allocation policies and procedures.

There is overlap among the members of BXMA's investment committees.

Monitoring Process

As applicable, the relevant BAAM Investment Committee, business line CIO, Portfolio Managers and Investment Teams monitor the performance of the BAAM Clients on an ongoing basis. This monitoring includes, but is not limited to, reviewing for:

- Potential Conflicts
- Market Conditions
- Adherence to Investment Guidelines
- Performance Attribution, and
- Performance Deviation

- Each BAAM Fund's administrator is responsible for maintaining the official books and records of the BAAM Funds. This responsibility includes, but is not limited to, performing monthly cash and position reconciliations to custodians, prime brokers and counterparties and valuation of investments. At month end, the BAAM Funds' Administrator independently determines the net asset value of the BAAM Funds, including income and expense / fee accruals, and produces the final investor allocations and capital / shareholder statements.

Commingled Fund Investor Reporting

BAAM generally provides Investors in Commingled Funds unaudited capital statements at least quarterly, and monthly and quarterly reports regarding their investments, which includes Fund performance. Investors also receive annual audited financial statements for the Commingled Funds in which they are invested. In generating these reports, BAAM generally will rely, in part, on information provided by the Underlying Managers. Some Investors receive additional information in their investor reports, including performance of Underlying Managers and geographic and sector exposures, and therefore, possess information regarding the applicable BAAM Fund that is not generally known to other Investors, subject in all cases to compliance by BAAM with its disclosure and fiduciary obligations under applicable law. Such additional information is available to all Investors upon request.

Customized Products and Non-Discretionary Advisory Services Investor Reporting

Investors in Customized Funds and Advisory Clients will receive reporting as agreed upon between BAAM and the Investor / Client and as described in the Client Constituent Documents.

BAAM Operations Team Reconciliation

The BAAM Operations Team performs daily cash reconciliations to determine that fundings, redemptions, expense payments, and other cash movements are properly processed.

Administrator Reconciliation¹

Each BAAM Fund's administrator performs a reconciliation of cash, investor activity, and investments as part of its independent determination of the net asset value for such BAAM Fund, and produces the estimated and/or final capital / shareholder statements.

Custodian Reconciliation¹

Each BAAM Fund's custodian reviews and reconciles the Fund's accounts on a monthly basis.

¹ If applicable. Not all BAAM Funds have administrators and/or custodians appointed by BAAM.

Item 14 – Client Referrals and Other Compensation

While not an arrangement for client referrals, BAAM 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 BAAM Funds to certain potential investors. BAAM typically compensates a placement agent a portion of Management Fees and/or Incentive Fees (although other payment arrangements could exist). A placement agent may directly charge investors additional placement fees (or other fees) in connection with their investment in the BAAM Funds, and such fees generally do not reduce fees such as Management Fees paid in connection with an investment a BAAM Fund. The BAAM 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 BAAM Funds in the U.S. but is not compensated for such services. Please see [Item 10 – Other Financial Industry Activities and Affiliations](#) for more information.

Item 15 – Custody

Rule 206(4)-2 of the Advisers Act (the “Custody Rule”) defines custody as holding client securities or assets or having any authority to obtain possession of them. BAAM Funds structured as partnerships generally have a BAAM affiliate acting as general partner and, as such, BAAM generally is deemed to have custody of the BAAM Funds’ assets (although this may not be the case with certain managed accounts). For the BAAM Funds that are not structured as partnerships, BAAM also is generally deemed to have custody of the Funds’ assets since BAAM has access to Fund assets for trading purposes and to pay expenses and, therefore, is deemed to have custody for purposes of the Custody Rule. BAAM generally complies with the Advisers Act custody rules by providing all Investors with audited financial statements within 60 to 180 days (as required) of the Fund’s fiscal year end.

Unless an exception applies, a BAAM Fund’s assets (which are typically comprised of investments in hedge funds, other financial instruments, and cash) will be held in the name of the BAAM Fund with a Qualified Custodian such as a bank or broker-dealer.

BAAM does not have custody of client securities or assets in the case of the Advisory Clients.

Item 16 – Investment Discretion

Investment Guidelines

Investment decisions are made within the investment guidelines as described in each Client Constituent Document. For Commingled Funds and certain Customized Funds, BAAM has discretion in determining the Underlying Managers in which the BAAM Clients may invest and divest and the amount of such investments and divestments.

Multiple BAAM Clients typically invest in the same Underlying Manager. If two or more BAAM Clients wish to invest in or redeem from the same Underlying Manager at the same time, BAAM will implement such decisions in accordance with BAAM’s allocation policies and procedures.

Types of Investments

BAAM has broad discretion to make investments within the guidelines of the Client Constituent Documents, except in the case of the Advisory Clients. BAAM Clients primarily will invest in Underlying Managers. However, certain BAAM Clients (e.g., Blackstone’s Dislocation Funds, certain Customized Funds and Advisory Clients), certain Advisory Clients and certain BAAM Clients structured as managed accounts, will invest directly in a broad range of securities and financial instruments. In addition, in order to hedge investor contributions denominated in currencies other than U.S. dollars or to hedge certain market exposures, certain BAAM Clients invest in securities and other instruments, including but not limited to forward contracts, currency options, interest rate swaps, interest rate caps, interest rate floors, and other derivative contracts and similar instruments, which may be listed or unlisted and rated or unrated.

BAAM also obtains exposure to Underlying Managers through total return swaps or an investment in equity shares of exchange traded closed-end funds.

Underlying Managers may participate in the purchase and sale of initial equity public offerings (“New Issues”) for BAAM Funds. Certain BAAM Funds also may directly purchase New Issues. The subscription documents for the BAAM Funds require each Investor to make an initial representation to its status as either a restricted investor (i.e., may not invest in New Issues) or non-restricted investor (i.e., may invest in New Issues). On an annual basis thereafter, BAAM will confirm an Investor’s status through a negative confirmation process by sending a letter via electronic communication or hard copy and asking for a response only if the Investor’s eligibility status has changed.

BAAM Funds may acquire or hold, directly or indirectly, assets or securities that are illiquid, including for example, where an Underlying Manager determines to “side pocket” all or a portion of an investment. Underlying Investment Vehicles may themselves be illiquid investments. BAAM, in its sole discretion, may treat these investments (including Underlying Investment Vehicles) as “side pockets” and Investors may be issued a separate series of shares or ownership interests to represent a Side Pocket.

Please refer to the relevant Client Constituent Documents for a more detailed discussion of investment guidelines and types of investment.

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

The SEC adopted Rule 206(4)-6 under the Advisers Act, which requires registered investment advisors that exercise voting authority over client securities to implement proxy voting policies. In compliance with such rule, BAAM has adopted proxy voting policies and procedures. In the case of interests held by BAAM Clients in Underlying Investment Vehicles, the general policy is to vote proxy proposals, amendments, consents or resolutions (collectively, “proxies”) in a manner that serves the best interests of the BAAM Clients, determined by BAAM in its discretion.

In the case of publicly-traded securities held directly by a BAAM Client, BAAM has engaged the services of Institutional Shareholder Services, Inc. (“ISS”) to make recommendations to BAAM on the voting of proxies related to such securities. BAAM generally will vote proxies in accordance with ISS’s Benchmark Policy Recommendations, but may decide not to vote in accordance with the ISS recommendations if it believes that the specific ISS recommendation is not in the best interests of the BAAM Clients. BAAM also subscribes to ISS Sustainability Research, which provides data, analysis, and recommendations based on ISS’ Sustainability Proxy Voting Guidelines. BAAM has also delegated authority to Securities Class Action Services LLC to represent certain BAAM Clients with respect to securities class action lawsuits.

BAAM may not vote certain proxies if BAAM determines that doing so would be unduly burdensome, subject to the BAAM’s obligations under Rule 206(4)-6. Investors may request from BAAM a copy of BAAM’s proxy voting policies and may review in BAAM’s offices information on how BAAM voted proxies relating to the Investor’s portfolio.

Item 18 – Financial Information

BAAM does not charge fees more than six months in advance, has never filed for bankruptcy as of the date of this brochure and is not aware of any financial condition reasonably likely to impair its ability to meet contractual commitments to the BAAM Clients.

Item 19 – Requirements for State Registered Advisers

This item is not applicable as BAAM is not registered in any states.

EXHIBIT B

Supplemental Disclosure

HIGHLY CONFIDENTIAL AND TRADE SECRET

SUPPLEMENTAL DISCLOSURE

JUNE 2024

An investment in Graphene Alternative Fund L.P. (the “Fund”) entails a significant degree of risk and, therefore, should be undertaken only by investors capable of evaluating the risks of the Fund and bearing the risks it represents. The Fund believes that the risks described below and in the Investment Manager’s “Risk and Conflicts Disclosure” supplement (as amended, supplemented and updated from time to time, the “BAAM Risks and Conflicts Supplement”) are material risks relating to the partnership interests in the Fund (the “Interests”) as of the date of this supplemental disclosure document (this “Supplemental Disclosure”). Additional risks and uncertainties not currently known to the Fund, or that the Fund deems to be immaterial as of the date of this Supplemental Disclosure, may become material and have a negative effect on the performance of the Fund and the value of the Interests. The information contained herein is relevant as of the date of this Supplemental Disclosure but may change in the future. Neither the delivery of this Supplemental Disclosure at any time, nor any subscription for limited partner interests in the Fund shall under any circumstances create an implication that the information contained herein is correct as of any time subsequent to such date. Prospective investors are urged to review this Supplemental Disclosure and the BAAM Risks and Conflicts Supplement, carefully and in their entirety and consult with their professional advisers before investing in the Fund. No assurance can be given that the investment objective of the Fund will be achieved or that investors will receive a return on their capital or that their capital will not be lost. Only investors that can bear the economic risk of the loss of their entire investment in the Fund and have little or no need for liquidity should consider an investment in the Fund. Investment results may vary substantially over time. Capitalized terms used herein but not defined herein shall have the meanings given to such terms in the BAAM Risks and Conflicts Supplement.

Explanatory Note:

Blackstone’s Multi-Asset Investing group (formerly known as its Hedge Fund Solutions group) is a leading manager of institutional funds with approximately 255 employees managing \$80.3 billion of Total Assets Under Management as of December 31, 2023. The principal component of the Multi-Asset Investing segment is BAAM. BAAM is the world’s largest discretionary allocator to hedge funds, managing a broad range of commingled and customized fund solutions since its inception in 1990. Effective the first quarter of 2024, the Hedge Fund Solutions segment was renamed “Multi-Asset Investing.”

The Multi-Asset Investing segment has historically included a number of additional investment platforms, including Blackstone’s GP stakes business (“GP Stakes”), which targets minority investments in the general partners of private equity and other private market alternative asset management firms globally, with a focus on delivering a combination of recurring annual cash flow yield and long-term capital appreciation.

Effective the second quarter of 2024, GP Stakes will be included in the Private Equity segment of Blackstone. Also effective the second quarter of 2024, Harvest, Blackstone’s trading platform that primarily invests in publicly traded energy infrastructure, renewables and master limited partnerships holding midstream energy assets in North America, will be included in the Multi-Asset Investing segment.

For more information regarding these developments, please refer to Blackstone Inc.'s Annual Report on Form 10-K for the fiscal year ending December 31, 2023, filed with the U.S. Securities and Exchange Commission on February 23, 2024.

General Risk Disclosures:

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

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

There has been an increase in the frequency and sophistication of the cyber and data security threats Blackstone faces, with attacks ranging from those common to businesses generally to those that are more advanced and persistent, which could target Blackstone because, as an alternative asset management firm, Blackstone holds a significant amount of confidential and sensitive information about the Fund, the Portfolio Managers and their Portfolio Funds, potential investments and the 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 are continually evolving and it is possible cyberattacks will persist undetected over extended periods of time and/or will not be mitigated in a timely manner to prevent or minimize the impact of an attack on Blackstone, the Fund, the Portfolio Managers and their Portfolio Funds, their respective Service Providers, Other BAAM Clients and their respective portfolio companies, potential investments or investors. If Blackstone's systems or those of third-party Service

Providers are compromised either as a result of malicious activity or through inadvertent transmittal or other loss of data, do not operate properly or are disabled, or Blackstone fails to provide the appropriate regulatory or other notifications in a timely manner, Blackstone could suffer financial loss, increased costs, a disruption of Blackstone's businesses, liability to Blackstone's counterparties, the Fund, Other BAAM Clients and their respective investors, regulatory intervention and/or reputational damage. It can be expected that costs related to certain cyber or other data security threats or disruptions will not be fully insured or indemnified by other means.

In addition, Blackstone could also suffer losses in connection with updates to, or the failure to timely update, the technology platforms on which it relies. Blackstone is reliant on third-party Service Providers for certain aspects of its business, including for the administration of the Fund and certain Other BAAM 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, the Fund, the Portfolio Managers and their Portfolio Funds, and their Service Providers operate have laws and regulations relating to privacy, data protection and cybersecurity, including, as examples the General Data Protection Regulation ("GDPR") in the European Union, the U.K. Data Protection Act and the California Privacy Rights Act ("CPRA"). In addition, in February 2022, the SEC proposed rules regarding registered investment advisers' and funds' cybersecurity risk management, 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 and the Portfolio Managers' 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, the Fund's and/or the Portfolio Managers' and their Portfolio Funds' 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, the Fund's, the Portfolio Managers' and their Portfolio Funds', their respective employees', their respective investors' and/or counterparties' confidential, proprietary and other information processed and stored in, and transmitted through, their respective computer systems and networks, or otherwise cause interruptions or malfunctions in Blackstone's, the Fund's, the Portfolio Managers' and their Portfolio Funds', their respective employees', their respective investors' and/or counterparties' or third parties' business and operations, which could result in significant financial losses, increased costs, liability to the Fund's and Other BAAM 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 Fund's and Other BAAM Clients' investors and clients to lose confidence in the effectiveness of Blackstone's security measures and Blackstone more generally.

The Fund, the Portfolio Managers and their Portfolio Funds also rely on data processing systems and the secure processing, storage and transmission of information, including payment and health information, which in some instances are provided by third parties. A disruption or compromise of these systems could have a material adverse effect on the value of these businesses. The Fund, the Portfolio Managers and their Portfolio Funds 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 and/or the Portfolio Managers' investment or assets of the same type or could require the Fund and/or the Portfolio Funds to increase preventative security measures or expand insurance coverage.

Finally, the Fund's, the Portfolio Managers' and their Portfolio Funds' technology platforms, data and intellectual property are also subject to a heightened risk of theft or compromise to the extent Blackstone, the Fund or the Portfolio Managers and their Portfolio Funds 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, the Fund and the Portfolio Managers and their Portfolio Funds 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, the Fund, the Portfolio Managers and their Portfolio Funds.

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

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

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

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

Any inability, or perceived inability, by Blackstone, the Fund, the Portfolio Managers and their Portfolio Funds to adequately address data protection or privacy concerns, or comply with applicable laws, regulations, policies, industry standards and guidance, contractual obligations, or other legal obligations, even if unfounded, could result in significant legal, regulatory and third party liability, increased costs, disruption of Blackstone's, the Fund's, Other BAAM Clients' or the Portfolio Managers and their Portfolio Funds' business and operations, and a loss of client (including investor) confidence and other reputational

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

Risks Arising from Investment Activities of the Portfolio Managers:

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

Custody and Banking Risks The Fund, the Portfolio Managers and/or the Portfolio Funds could maintain funds with one or more banks or other depository institutions (“**Banking Institutions**”), which include U.S. and non-U.S. Banking Institutions, and the Fund, the Portfolio Manager and/or the Portfolio 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 Fund and/or the Investment Manager, the Portfolio Managers and/or the Portfolio Funds transact could inhibit the ability of the Fund, the Portfolio Managers and/or the Portfolio Funds to access depository accounts or lines of credit at all or in a timely manner. In such cases, it is possible that the Fund, the Portfolio Managers and/or the Portfolio 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 Fund and/or the Portfolio Funds. In the event of such a failure of a Banking Institution where the Fund, the Portfolio Managers and/or the Portfolio Funds holds depository accounts (including accounts used for depositing principal and interest payments from borrowers on loans owned by the Fund, the Portfolio Managers and/or the Portfolio Funds), access to such accounts could be restricted and U.S. Federal Deposit Insurance Corporation (“**FDIC**”) protection will generally not be available for balances in excess of amounts insured by the FDIC (and similar considerations could apply to Banking Institutions in other jurisdictions not subject to FDIC protection). In such instances, it is possible that the Fund, the Portfolio Managers and/or the Portfolio Funds and their affected portfolio companies 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 Fund, the Portfolio Managers and/or the Portfolio. The Investor or the Investment Manager could also be similarly affected and unable to fund capital calls, further delaying or deferring new investments. In addition, the Investment Manager will not always be able to identify all potential solvency or stress concerns with respect to a Banking Institution or to transfer assets from one bank to another in a timely manner in the event a Banking Institution comes under stress or fails.

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

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

Blackstone's, the Fund's, the Portfolio Managers' and their Portfolio Funds' financial condition, results of operations, liquidity and prospective investments and exacerbate many of the other risks discussed herein.

In the event of another pandemic or global health crisis like the COVID-19 pandemic, the Portfolio Funds and/or the Fund could experience decreased revenues and earnings, which could adversely impact the Investment Manager's and/or the Portfolio Managers' ability to realize value from such investments and in turn reduce the Portfolio Funds' and/or the Fund's performance. Investments in certain sectors, including hospitality, location-based entertainment, retail, travel, leisure and events, office and residential, and in certain geographies could be particularly negatively impacted, as was the case during the COVID-19 pandemic. Portfolio companies of the Portfolio Funds and/or the Fund could also face increased credit and liquidity risk due to volatility in financial markets, reduced revenue streams and limited access or higher cost of financing, which could result in potential impairment of the Portfolio Funds' and/or the Fund's investments. In addition, it can be expected that borrowers of loans, notes and other credit instruments in the Portfolio Funds' and/or the Fund's portfolios (if any) will be unable to meet some or all of their principal or interest payment obligations or satisfy financial covenants, resulting in a decrease in value of the Portfolio Funds' and/or the Fund's investments. In addition, it can be expected that tenants leasing real estate properties owned by the Portfolio Funds and/or the Fund (if any) will not be able to pay rents in a timely manner or at all, resulting in a decrease in value of the Portfolio Funds and/or the Fund's investments. In the event of significant credit market contraction as a result of a pandemic or similar global health crisis, certain Portfolio Funds and/or the Fund could be limited in their ability to sell assets at attractive prices or in a timely manner in order to avoid losses and margin calls from credit providers. In liquid and semi-liquid Portfolio Funds, such a contraction could cause investors to seek liquidity in the form of redemptions or repurchase of interests from such Portfolio Funds, which, to the extent appropriate and permissible under the Fund's governing documents, could cause Blackstone to limit or prorate redemptions or repurchases in such Fund for a period of time.

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

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

Geopolitical Conflicts and Risk As economies and financial markets worldwide become increasingly interconnected, the likelihood increases that geopolitical conflicts in one country or region will

adversely impact markets or issuers in other countries or regions, including in ways that are difficult to predict or foresee. The impacts of these conflicts or events can be exacerbated by failures of governments and societies to respond adequately to a geopolitical conflict and subsequent emerging events or threats. For example, local or regional armed conflicts have led to significant sanctions by the U.S., EU, and other countries against certain countries and persons and companies connected with certain countries. Such armed conflicts and sanctions and other local or regional developments can exacerbate global supply and pricing issues, particularly those related to oil and gas, and result in other adverse developments and circumstances, as well as increased general uncertainty, for markets, economies, issuers, businesses, and societies both globally and in specific jurisdictions. Although these types of conflicts have occurred and could also occur in the future, it is difficult to predict when similar conflicts affecting the U.S. or global financial markets and economies will occur, the effects of such events or conditions, potential retaliations in response to sanctions or similar actions, and the duration or ultimate impact of those conflicts. Any such conflicts could have a significant adverse impact on the operations, risk profile, and value of the Fund and Portfolio Funds, with or without direct exposure to the specific geographies, markets, countries or persons involved in an armed conflict or subject to sanctions.

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

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

The aforementioned ongoing conflicts and the measures taken in response have had and could be expected to continue having a negative impact on the economy and business activity globally (including in the countries in which the Fund and/or the Portfolio Funds invest), and therefore could adversely affect the performance of the Fund’s investments. The severity and duration of the conflict and its future impact on global economic and market conditions (including, for example, oil prices) are impossible to predict, and as a result, could present material uncertainty and risk with respect to the Fund and the performance of its investments and operations, and the ability of the Fund to achieve its investment objectives. Similar risks will exist to the extent that any Portfolio Funds, Service Providers, vendors or certain other parties have material operations or assets in the countries where such conflicts are taking place or in the immediate surrounding areas. Furthermore, if after subscribing to the Fund, an Investor or any beneficial owner thereof is included on a Sanctions List (as defined below), the Fund would likely be required to cease any further dealings with such Investor or freeze any dealings with the interests or accounts of the Investors (e.g., by prohibiting payments by or to the investor or restricting or suspending dealings with the interests or accounts) or freeze the assets of the Fund and/or the Portfolio Funds until such sanctions are lifted or a license is sought under applicable law to continue dealings. Fund and/or the Portfolio Funds could further have to report to the relevant competent authorities the implementation of any restrictive measures carried out pursuant to international financial sanctions. For the avoidance of doubt, Blackstone has the sole

discretion to determine the remedy if an investor is included on a sanctions list and is under no obligation to seek a license or any other relief to continue dealing with such investor. Although Blackstone expends significant effort and resources to comply with the sanctions regimes in the countries where it operates, one of these rules could be violated by Blackstone's or the Fund's (or the Portfolio Managers' or the Portfolio Funds') activities or Investors, which would adversely affect the Fund.

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

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

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

AI Technologies can also be misused or misappropriated by third parties and/or employees of the Investment Manager or the Portfolio Managers. For example, there is a risk that a user will input confidential information, including material non-public information, or personal identifiable information, into AI Technologies applications, resulting in such information becoming part of a dataset that is accessible by other third-party AI Technologies applications and users, including competitors of the Investment Manager, the Fund, the Portfolio Managers and/or the Portfolio Funds. Moreover, the Investment Manager, the Fund, the Portfolio Managers and/or the Portfolio Funds will not necessarily be in a position to control the manner in which third-party AI Technologies are developed or maintained or the manner in which third

parties use AI Technologies to provide services, even where they have sought contractual protections. The use of AI Technologies, including potential inadvertent disclosure of confidential information or personal identifiable information of the Investment Manager, the Fund, the Portfolio Managers and/or the Portfolio Funds, could also lead to legal and regulatory investigations and enforcement actions. Relatedly, the Investment Manager, the Fund, the Portfolio Managers and/or the Portfolio Funds could be exposed to risks to the extent third-party Service Providers or any counterparties use AI Technologies in their business activities.

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

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

AI Technologies and their current and potential future applications, including in the private investment and financial sectors, as well as the legal and regulatory frameworks within which they operate, continue to rapidly evolve, and it is not possible to predict the full extent of current or future risks related thereto.

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

In August 2023, the SEC voted to adopt rules and amendments to existing rules under the Advisers Act (collectively, the “Private Funds Rules”) specifically related to investment advisers and their activities with respect to the private funds they advise. In particular, the Private Funds Rules will, among other things, (i) impose quarterly reporting by private fund advisers registered with the SEC (“Registered Advisers”) to investors that is required to contain detailed information on performance, investments, adviser-compensation, fees and expenses, and capital inflows and outflows; (ii) require Registered Advisers to obtain an annual audit for all private funds that meet the requirements of the existing Advisers Act custody rule; (iii) require Registered Advisers to obtain a fairness or valuation opinion and make certain disclosures

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

While the full impact of the Private Funds Rules cannot yet be determined, it is generally anticipated that these rules will have a significant effect on Registered Advisers and their operations, including by increasing regulatory and compliance costs and burdens and heightening the risk of regulatory inquiries and actions (including public regulatory sanctions) and limiting the Investment Manager's and/or the Portfolio Managers' ability or willingness to negotiate certain types of individualized terms with investors in the Fund and the Portfolio Funds or similar pools of assets, which can be expected to cause certain investors to not subscribe to the Fund who otherwise might have. The Fund and the Portfolio Funds are expected to bear (either directly or indirectly through their respective portfolio companies) certain regulatory and compliance costs relating to the Private Funds Rules, which could include (without limitation): fees, costs and expenses incurred in connection with preparing and distributing to investors the quarterly statements required by the rules; soliciting and obtaining from investors any consents required by the rules; providing investors with any notices or disclosures required by the rules; and obtaining and distributing to investors fairness or valuation opinions in connection with adviser-led secondary transactions (including fees paid to third parties engaged by the Investment Manager, the Portfolio Managers, the Fund and/or the Portfolio Funds to perform or assist with such actions or processes), which fees, costs and expenses could be expected to be material.

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

compliance and other costs related to procuring, utilizing and monitoring covered technologies used in direct or indirect interactions with investors (including the costs of onboarding service and technology providers).

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

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

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

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

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

ESG Framework Risk Blackstone has established a firm-wide environmental, social, and governance (“ESG”) policy and related programs and procedures, including the Investment Manager’s ESG Policy (collectively, the “ESG Framework”), which outlines its approach to integrating ESG in its business and investment activities. The Investment Manager intends to apply the ESG Framework as applicable, across investments consistent with and subject to its fiduciary duties and applicable legal, regulatory or contractual requirements. The Investment Manager will endeavor to consider material¹ ESG factors where applicable in connection with the Fund’s investment activities in order to protect and maximize investment performance. However, the act of selecting and evaluating material ESG factors is subjective by nature, and there is no guarantee that the criteria utilized or judgment exercised by the Investment Manager 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. Additionally, ESG factors are only some of the many factors that the Investment Manager may consider in making an investment and, depending on the nature of the investment, except to the extent required by law, ESG factors may not be considered for certain investments or assets. Although the Investment Manager considers application of the ESG Framework to be an opportunity to enhance or protect the performance of investments over the long-term, the Investment Manager cannot guarantee the application of its ESG Framework, which depends in part on skills and qualitative judgments, will positively impact the performance of any individual investment or the Fund. For the avoidance of doubt, the Investment Manager will not subordinate investment returns or increase investment risks as a result of (or in connection with) the consideration of any ESG factors. Similarly, to the extent the Investment Manager

¹ 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.

or a third-party ESG specialist engages with portfolio investments on ESG related practices and potential enhancements thereto, there is no guarantee that such engagements will improve the performance of the investment. Successful engagement efforts will depend on the Investment Manager's ability to properly identify and analyze material ESG considerations and other factors and their value, and there can be no assurance that the strategy or techniques employed will be successful.

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

In addition, the Investment Manager's ESG Framework is expected to change over time. The Investment Manager could determine, in its discretion, to revisit the implementation of certain of its ESG initiatives (including due to cost, timing, or other considerations). It is also possible that market dynamics or other factors will make it impractical, inadvisable or impossible for the Investment Manager to adhere to all ESG-related elements of a particular 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. An AIFM and/or the Investment Manager, as applicable, can be expected to be subject to increasing scrutiny from regulators, elected officials, and investors with respect to ESG matters. In recent years, certain investors, including public pension funds, have placed increasing importance on the impacts of investments made by the private funds to which they commit capital, including with respect to climate change, among other aspects of ESG. Conversely, certain investors have raised concerns as to whether the incorporation of ESG factors in the investment and portfolio management process is inconsistent with the fiduciary duty to maximize returns for investors. An AIFM and/or the Investment Manager, as applicable, can expect to be subject to competing demands from different investors and other groups with divergent views on ESG matters, including the role of ESG in the investment process. Investors, including public pension funds, which represent a significant portion of the Fund's and/or the Portfolio Funds' respective investor bases, could decide to withdraw previously committed capital (where such withdrawal is permitted) or not commit capital to future fundraises based on their assessment of how Blackstone approaches and considers the ESG cost of investments and whether the return-driven objectives of Blackstone's funds align with their ESG priorities. This divergence increases the risk that any action or lack thereof with respect to ESG matters will be perceived negatively by at least some investors and/or interested parties and adversely impact an AIFM's and/or the Investment Manager's reputation and business, as applicable.

Regulatory initiatives to require investors to make disclosures to their investors regarding ESG matters have become increasingly common, which will further increase the number and type of investors

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

Further, ESG integration and responsible investing practices as a whole are evolving rapidly and there are different frameworks and methodologies being implemented by other asset managers. The Investment Manager’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, Blackstone has established certain firmwide and business group-specific ESG-related initiatives. Although the aim of these initiatives is to create strong returns for investors, the pursuit of these initiatives (which could include data collection, analysis and reporting, among other activities) will involve the dedication of time and resources and there is consequently a risk that the pursuit of these initiatives could adversely affect the performance of the Fund and/or the Portfolio Funds. Further, these ESG-related initiatives are aspirational and not guarantees or promises that all or any such initiatives will be achieved.

CONFLICTS OF INTEREST

The Fund is subject to a number of actual and potential conflicts of interest. References in this Section to the term “Fund” should be understood to include the Fund and/or any other vehicle utilized by the Fund for investments. Investors are urged to review the Investment Manager’s Form ADV Part 2 for additional disclosures regarding potential conflicts of interest.

Allocation of Investment Opportunities and Capacity Blackstone has adopted guidelines at the firm level to address the allocation of investment opportunities among its business groups. Such guidelines are non-exclusive and subject to the provisions of the applicable governing documents, including the factors described herein. The application of such guidelines will result in the Fund not participating, or not participating to the same extent, in investment opportunities in which they would have otherwise participated had the guidelines not existed.

The Investment Manager has duties and obligations to a significant number of Other BAAM Clients (as defined below), some of which follow similar investment strategies and invest in the same types of Portfolio Funds. Accordingly, certain investment strategies of the Fund and some Other BAAM Clients overlap, and such Other BAAM Clients may have priority over the Fund in respect of particular investment opportunities. If an investment opportunity is appropriate for the Fund and one or more BAAM Direct Trading Funds, BAAM-Exclusive Funds, BAAM Multi-Manager Funds, Intermediate Entities, Investment Manager affiliates and/or their clients (collectively, “Other BAAM Clients”), the Investment Manager will determine allocations of such opportunity in accordance with its written allocation policies and procedures as determined by the Investment Manager in its sole discretion, taking into account various criteria, including, but not limited to:

- Available capacity;
- Targeted investment/sale size;
- Client investment strategies, target returns, objectives and time horizon;
- The extent of involvement of the respective teams of investment professionals dedicated to the respective clients in sourcing and underwriting the investment;
- Legal and regulatory restrictions;
- Client-imposed investment guidelines/restrictions;
- Investment liquidity levels;
- Available capital;
- Investment type, geographic focus, asset class, sector and anticipated hold period;
- The relative risk/return profile of the investment;
- Relation to existing investments in a fund or client account, if applicable (*e.g.*, “follow on” to existing investment or same security as existing investment);
- Avoidance of odd lots or excessive transaction costs relative to the size of a client’s participation;
- Tax, accounting and operational considerations;
- Diversification considerations and other portfolio or market risk factors;
- Volatility and leverage considerations;
- Need to rebalance positions held in an investment due to capital infusions or withdrawals;
- Contractual arrangements with clients (including with Other BAAM Clients); and
- Ability to employ, availability, timing of and form of leverage, hedging, derivatives, credit facilities, syndication strategy or other similar strategies in connection with acquiring, holding or disposing of the investment.

Investment opportunities can be allocated other than on a pro rata basis where the Investment Manager reasonably determines another equitable allocation is appropriate in light of one or more relevant factors affecting the Fund and Other BAAM Clients. Investors should not assume that an investment opportunity that may be appropriate for the Fund will necessarily be offered to the Fund. Moreover, the application of the allocation policies and procedures may result in the Fund receiving the entire allocation of certain opportunities, a smaller allocation of certain opportunities, not receiving an allocation of certain opportunities and/or no longer receiving future allocations of certain opportunities.

Third-party Portfolio Managers may frequently impose limits on the amount or type of assets they accept and the number of accounts that they are willing to manage. As a result, the Investment Manager and Blackstone may be required to choose among the Fund and Other BAAM Clients in allocating assets to such third-party Portfolio Managers. Separately, limited capacity opportunities may arise or be further exacerbated to the extent that both the Fund and Other BAAM Clients wish to invest in the same specific opportunity, whether directly or through third-party Portfolio Managers. To the extent that the Fund and Other BAAM Clients as well as entities affiliated with the Investment Manager wish to invest in investment opportunities with limited capacity, the Investment Manager and Blackstone will be required to choose, in accordance with their written allocation policies and procedures, among the Fund and such Other BAAM Clients in allocating such opportunities. Further, the Fund and Other BAAM Clients have and may continue to have different management fee and/or performance fee or allocation structures. Accordingly, it is possible that the Investment Manager and Blackstone could allocate a limited investment opportunity to a client that has a more favorable fee structure. Decisions as to the allocation of investment opportunities present numerous conflicts of interests, which may not always be resolved in a manner that is favorable to the Fund's interests.

Following an initial public offering or subsequent public offering of a portfolio company in which the Fund and/or a Portfolio Fund and any Other BAAM Client hold an investment or otherwise if at any time the Fund and/or a Portfolio Fund and an Other BAAM Client both hold public securities in the same portfolio company, the Fund and/or the applicable Portfolio Fund and such Other BAAM Client are generally permitted to exit such public securities at different times and on different terms through sales on the public markets. Blackstone could 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 Fund and such Other BAAM Clients or for other reasons, and this could result in Other BAAM Clients exiting earlier or at a higher price than the Fund and/or the applicable Portfolio Fund (or vice versa). Alternatively, it is possible the Fund and any Other BAAM Clients will not dispose of investments together and the timing of such disposition could in part be driven by an Other BAAM Client's term or return profile that is different from the Fund's, particularly in light of the perpetual nature of certain Other BAAM Clients. It is also possible that the Fund and/or a Portfolio Fund and one or more Other BAAM Clients will buy certain investments or assets at or about the same time that one or more Other BAAM Clients are selling the same or related investments or assets.

Conflicts Involving Other BAAM Clients Investment activities by the Investment Manager, including the establishment of other investment funds and accounts, may give rise to additional conflicts of interest, including, without limitation, conflicts of interests between the Fund and Other BAAM Clients. The Investment Manager may give advice to, or make decisions for, Other BAAM Clients, which may differ from advice given to, or decisions made for, the Fund. It is possible that the activities or strategies used for Other BAAM Clients could conflict with the activities and strategies employed in managing the assets of the Fund and affect the availability of the Portfolio Funds in which the Fund invests. The Fund, for example, may make (or continue to hold) an investment at the same time that one or more Other BAAM Clients is disposing of the same or a similar investment. In addition, the Fund may make an investment after one or more Other BAAM Clients has established a position in the same or a similar

investment. The fact that one or more Other BAAM Clients holds a position in the same company or financial instrument as the Fund may impact the Fund's exit strategies with regard to its position.

The Fund may invest alongside Other BAAM Clients (including co-investment vehicles and other vehicles in which Blackstone or its personnel invest) in investments that are suitable for the Fund and such Other BAAM Clients. To the extent the Fund jointly holds investments with any Other BAAM Client, conflicts of interest may arise between the Fund and such Other BAAM Client with respect to disposing of investments and exercising other rights. Blackstone may be required to take an action it believes would be beneficial to the Fund that may be adverse to an Other BAAM Client, or an action it believes would be beneficial to such Other BAAM Client that may be adverse to the Fund. The Fund and/or such Other BAAM Clients may also dispose of any such shared investment at different times and on different terms.

The Fund and the Portfolio Funds may purchase investments or assets from or sell investments or assets of the Fund or the Portfolio Funds to Investors, Portfolio Funds or other portfolio investments of Other BAAM Clients or their respective related parties, including parties which such Investors, Portfolio Funds, portfolio investments or Other BAAM Clients own or have invested in. In certain circumstances, it can be expected that the proceeds received by a seller from the Fund or a Portfolio Fund in respect of an investment or asset will be distributed, in whole or in part, to a related party (*i.e.*, an Investor, Other BAAM Clients and/or Portfolio Funds thereof) of the Fund 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). Blackstone will generally rely upon internal analysis consistent with its valuation policies and procedures to determine the value of the applicable investment or asset, though it could also obtain third-party valuation reports in respect thereof. In other circumstances, where the Fund or a related party (*i.e.*, an Investor, Portfolio Fund of an Other BAAM Client or an Other BAAM Client) of the Fund or a related party holds publicly traded securities in a portfolio investment of the Fund and the Fund or such related party has entered into a privately negotiated transaction with such portfolio investment, 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 each such circumstance, Investors, Other BAAM Clients, Portfolio Funds of Other BAAM Clients or their respective related parties could also have limited governance rights in respect of such seller or such investment or asset. Purchases and sales of investments or assets of the Fund between the Fund or the Portfolio Funds in which it invests, on the one hand, and investors and/or portfolio Investments of Other BAAM Clients or their respective related parties, on the other hand, are not subject to the approval of an independent client representative (if any) except as expressly required under the Fund Documents or unless otherwise required under the Advisers Act or other applicable laws or regulations. The Fund may originate or initially acquire an investment (or portfolio of related investments) in circumstances where it expects that certain portions or tranches thereof (which may be of different levels of seniority or credit quality) will be syndicated to one or more Other BAAM Clients or where such Other BAAM Clients provide equity or debt financing to the Fund or third-party purchasers in connection with the disposition of such assets (in which case Blackstone will have conflicting duties in determining the tranching thereof). Blackstone will have conflicting duties to the Fund and Other BAAM Clients when the Fund sells assets to Other BAAM Clients (and, potentially, when the Fund buys, sells, or redeems interests in Other BAAM Clients) or when such Other BAAM Clients provide equity or debt financing to the Fund or third-party purchasers in connection with the disposition of such assets, including as a result of different financial incentives Blackstone could have with respect to the Fund and such Other BAAM Clients. These conflicts will not necessarily be resolved in favor of the Fund, and the Investor will not necessarily receive notice or disclosure of the occurrence of these conflicts. In addition, certain financings between the Fund and Blackstone affiliates could involve structuring that in form is a transaction between the Fund and an affiliate, but will not be treated as the sale of an investment to the Fund from a Blackstone affiliate (or vice versa) for purposes of the Fund Documents, as determined by the Investment Manager in good faith.

There can be no assurance that any investment or asset sold by the Fund or the Portfolio Funds to an Investor, Portfolio Fund of Other BAAM 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 an Investor, Portfolio Fund of Other BAAM Clients or any of their respective related parties (or were sold in a transaction where the Fund, the Portfolio Funds or the third-party purchaser is not receiving financing from a related party, or in the case of interest in a Portfolio Fund of an Other BAAM Client sold or redeemed by the Fund or the Portfolio Funds, if the issuer of the interests were a third-party rather than another Portfolio Fund of another BAAM Client). Blackstone will not be required to solicit third-party bids or obtain a third-party valuation prior to causing the Fund or the Portfolio Funds to purchase or sell any asset or investment from or to an Investor, a Portfolio Fund of Other BAAM Clients or any of their respective related parties as provided above (or to purchase, sell, or redeem any interests in a Portfolio Fund of an Other BAAM Client). In the event Blackstone does solicit third-party bids in a sale process of any such assets, the participation of a Portfolio Fund of an Other BAAM Client (or a related party thereof) through the financing of a third-party purchase could potentially have a negative impact on the overall process. For example, a bidder that is not working with, or has otherwise chosen not to work with, a Portfolio Fund of an Other BAAM Client for such financing could perceive the process as favoring parties that are doing so. While Blackstone will seek to develop sale procedures that mitigate conflicts for the Fund, there can be no assurance that any bidding process will not be negatively impacted by the involvement of any Portfolio Fund of an Other BAAM Client in the relevant transaction. All the foregoing transactions involve conflicts of interest, as Blackstone will receive fees and other benefits, directly or indirectly, from or otherwise have interests in both parties to the transaction, including different financial incentives Blackstone may have with respect to the parties to the transaction. These conflicts will not necessarily be resolved in favor of the Fund, and the Investor will not necessarily receive notice or disclosure of the occurrence of these conflicts. In addition, certain financings between the Fund and Blackstone affiliates could involve structuring that in form is a transaction between the BAAM Clients and an affiliate, but will not be treated as the sale of an investment to the Fund from a Blackstone affiliate (or vice versa) for purposes of the Fund documents, as determined by the Investment Manager in good faith.

Subject to applicable law and the Fund Documents, the Fund has invested, and may in the future invest, directly or indirectly, including through investments in Blackstone Affiliated Portfolio Funds, in (1) debt, equity and/or other financial instruments of portfolio companies of or Portfolio Funds held by Other BAAM or Blackstone, and (2) different parts of a company's or other issuer's capital structure (including, without limitation, with respect to a portfolio company of or Portfolio Fund held by Other BAAM Clients or Blackstone) than those in which one or more Other BAAM Clients or Blackstone invest (and in some cases, the Fund may own such different levels of a company's or other issuer's capital structure in disparate underlying ownership percentages than such Other BAAM Clients or Blackstone). In addition, the Fund itself may own multiple different levels of a company's or other issuer's capital structure. To the extent that the Fund holds interests that are different (or more senior or junior) than those held by such Other BAAM Clients or Blackstone, the Investment Manager may be presented with decisions involving circumstances where the interests of such Other BAAM Clients or Blackstone are in conflict with those of the Fund. Furthermore, it is possible the Fund's interest may be subordinated or otherwise adversely affected by virtue of such Other BAAM Client's or Blackstone's involvement and actions relating to its investment.

In certain circumstances, the Fund and Other BAAM Clients or Blackstone invest directly or indirectly in securities or other instruments of the same issuer (or affiliated group of issuers), having a different seniority in the issuer's capital structure. In such circumstances, the Fund may own securities or instruments in the same issuer (or affiliated group of issuers) in disparate underlying ownership percentages than such Other BAAM Clients or Blackstone. If the issuer becomes insolvent, restructures or suffers financial distress, there may be a conflict between the interests of the Fund and those Other BAAM Clients or Blackstone insofar as the issuer may be unable (or in the case of a restructuring prior to bankruptcy may

be expected to be unable) to satisfy the claims of all classes of its creditors and security holders and the Fund and such Other BAAM Clients or Blackstone may have competing claims for the remaining assets of such issuers. For the avoidance of doubt, an issuer described herein may be a Portfolio Fund. Under these circumstances it may not be feasible for Blackstone to reconcile the conflicting interests of the Fund and such Other BAAM Clients or Blackstone in a way that protects the Fund's interests. For example, an Other BAAM Client that has provided debt financing to or invests in the preferred equity of an investment of the Fund may take actions for its benefit, which adversely impact the value of the Fund's subordinated interest. Additionally, affiliates of the Investment Manager and the Investment Manager or their respective nominees hold, and may in the future hold, board memberships or creditors' committee memberships which may require them to vote or take other actions in such capacities that might be conflicting with respect to certain funds managed by the Investment Manager or its affiliates in that such votes or actions may favor the interests of one account over another account. Furthermore, the fiduciary responsibility of the affiliate of the Investment Manager in these capacities might conflict with the best interests of the investors.

If the Fund has exposure to high-yield securities or other debt instruments of a portfolio company of, or Portfolio Fund held by, Other BAAM Clients or Blackstone, or otherwise occupies a senior (or other different) position in the capital structure of an investment relative to Other BAAM Clients or Blackstone, Blackstone will encounter conflicts in providing advice to the Fund and to these Other BAAM Clients or Blackstone 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. The Investment Manager could have incentives to cause the Fund to accept less favorable terms for an investment in a portfolio company of, or a Portfolio Fund held by, Other BAAM Clients or Blackstone than it would for an investment in which Other BAAM Clients or Blackstone are not invested.

The Investment Manager 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. Subject to applicable law and the Fund Documents, debt financing to the Fund may be provided, from time to time, by Other BAAM Clients and/or their portfolio companies and other parties with material relationships with Blackstone, such as shareholders of and lenders to Blackstone and lenders to Other BAAM Clients and their Portfolio Funds or portfolio companies, as well as by Blackstone itself in accordance with the terms of the Fund Documents. The Investment Manager could have incentives to cause the Fund to accept less favorable financing terms from Other BAAM Clients and/or their portfolio companies or Portfolio Funds, Blackstone, 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 company or Portfolio Fund than the Fund, even if the form of the transaction is not a financing. In the case of a related party financing between the Fund, on the one hand, and Blackstone, Other BAAM Clients or their portfolio companies or Portfolio Funds, on the other hand, the Investment Manager could, but is not obligated to, rely on a third-party agent to confirm the terms offered by the counterparty are consistent with market terms, or the Investment Manager could instead rely on its own internal analysis, which the Investment Manager believes is often superior to third-party analysis given Blackstone's scale in the market. If, however, any of Blackstone, the Fund, an Other BAAM Client or any of their portfolio companies 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 arm's-length basis, as will a transaction negotiated with a Portfolio Fund managed by a

third-party investment manager, even though in each case the participation of the Blackstone related vehicle impacts the market terms. For example, in the case of a loan extended to the Fund by a financing syndicate in which an Other BAAM 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 than if such Other BAAM Client had not participated; it is also possible that the frequent participation of Other BAAM 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 Fund. The Investment Manager does not believe either of these effects is significant, but no assurance can be given to the Investors that these effects will not be significant in any circumstance. Unless otherwise agreed to in the Fund Documents, the Investment Manager will not be required to obtain any consent or seek any approvals from the Investors in the case of any of these conflicts.

Blackstone could cause actions adverse to the Fund to be taken for the benefit of Other BAAM Clients or Blackstone that have made an investment more senior than the Fund's investment in the capital structure of a portfolio company of, or Portfolio Fund held by, an Other BAAM Client or Blackstone (*e.g.*, provide financing to such portfolio company, the equity of which is owned directly or indirectly by the Fund). Similarly, actions may be taken for the benefit of the Fund and its portfolio companies or a Portfolio Fund that are adverse to Other BAAM Clients or Blackstone. Blackstone could seek or be required to implement procedures to mitigate conflicts of interest in these situations such as (i) a forbearance of rights by the Fund or relevant Other BAAM Client or Blackstone (or their respective portfolio companies or Portfolio Funds, as the case may be) by, for example, agreeing to follow the vote of a third-party in the same tranche of the capital structure or the vote of the majority of the applicable voting class, or otherwise deciding to recuse itself with respect to decisions on defaults, foreclosures, workouts, restructurings and other matters, (ii) causing such Other BAAM Client or Blackstone (or their respective portfolio companies) to hold only a non-controlling interest in any such portfolio company, (iii) retaining a third-party loan servicer, administrative agent or other agent to make decisions on behalf of the Fund or relevant Other BAAM Client or Blackstone (or their respective portfolio companies), (iv) create groups of personnel within Blackstone separated by information barriers (which may be temporary and limited purpose in nature), each of which would advise one of the clients that has a conflicting position with other clients, or (v) sell or hold existing investments as a result of relationships that Blackstone may have or transactions or investments that Other BAAM Clients and/or Blackstone may make or have made. As an example, to the extent an Other BAAM Client holds an interest in a loan or security that is different (including with respect to relative seniority) than those held by the Fund, Blackstone may decline to exercise, or delegate to a third-party, certain control, foreclosure and other governance rights of the Fund or Other BAAM Client. In these cases, Blackstone would generally act on behalf of one of its clients, though the other client might 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.

In certain circumstances, the Fund may be required to commit funds necessary for an investment prior to the time that all anticipated debt (senior and/or mezzanine) financing has been secured. In such circumstance, an Other BAAM 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. In any such circumstance, such Other BAAM 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 an Investor. The conflicts applicable to Other BAAM Clients in these circumstances or Portfolio Funds will apply equally to

Blackstone itself in such situations. Similarly, the Fund may provide such financing to Blackstone and/or Other BAAM Clients.

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

Any financing provided by an affiliate to the Fund is not a capital contribution to the Fund.

The Fund may invest in Portfolio Funds that may from time to time provide financing (i) as part of a third-party purchaser's bid for, or acquisition of, a portfolio entity or the underlying assets thereof owned by one or more Other BAAM Clients or Blackstone and/or (ii) in connection with a proposed acquisition or investment by one or more Other BAAM Clients, Blackstone or affiliates of a portfolio company of Blackstone and/or its underlying assets. This generally would include the circumstance where a Portfolio Fund is making commitments to provide financing at or prior to the time such third-party purchaser commits to purchase such investments or assets from one or more Other BAAM Clients or Blackstone. The Fund may also invest in Portfolio Funds that make investments and provide debt financing with respect to portfolio companies in which Other BAAM Clients and/or Blackstone hold or propose to acquire an interest, including when such investments or debt financing would result in the repayment of an Other BAAM Client's or Blackstone's existing investment. While the terms and conditions of any such arrangements will be at arms' length and negotiated on a case-by-case basis, the involvement of such Other BAAM Clients or Blackstone may affect the terms of such transactions or arrangements and/or may otherwise give rise to potential or actual conflicts of interest, which may influence the Investment Manager's decisions and could adversely impact the Fund.

Placement Agent Arrangements On October 1, 2015, Blackstone spun off its financial and strategic advisory services, restructuring and reorganization advisory services, and its Park Hill Group fund placement businesses and combined these businesses with PJT 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 Fund, the Portfolio Managers and/or the Portfolio Funds, on the one hand, and PJT, on the other. The pre-existing relationship between Blackstone and its former personnel involved in financial and strategic advisory services at PJT, the overlapping ownership and co-investment and other continuing arrangements between PJT and Blackstone can be expected to influence the Investment Manager to select or recommend PJT to perform services for the Fund and/or the Portfolio Funds, the cost of which will generally be borne directly or indirectly by the Fund and the Investor. Given that PJT is no longer an affiliate of Blackstone, the Investment Manager and its affiliates are able to cause the Fund and the Portfolio Funds to transact with PJT generally without restriction under the Fund Documents, notwithstanding the relationship between Blackstone and PJT. 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.

Secondments and Internships Certain personnel of Blackstone and its affiliates, including consultants, will, in certain circumstances, be seconded to one or more portfolio companies of the Fund and/or the Portfolio Funds, vendors and Service Providers or the Investor and Other BAAM Clients to provide finance, accounting, operational support, data management and other similar services, including the sourcing of investments for the Fund or other parties. The salaries, benefits, overhead and other similar

expenses for such personnel during the secondment could be borne by Blackstone and its affiliates or the organization for which the personnel are working or both. In addition, personnel of the portfolio companies of the Fund and/or the Portfolio Funds, vendors, Service Providers (including law firms and accounting firms) and the Investor and Other BAAM Clients will, in certain circumstances, be seconded to, serve internships at or otherwise provide consulting services to, Blackstone, the Fund, the Portfolio Funds and Other BAAM Clients. While often the Fund, the Portfolio Funds, Other BAAM Clients and their respective portfolio companies 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 vendor, personnel or Service Provider or otherwise also provides services to the Fund, the Portfolio Funds, Other BAAM Clients or Blackstone in the ordinary course. Blackstone, the Partnership, Other BAAM Clients or their respective portfolio companies may or may not pay salary or cover expenses associated with such secondees and interns, and if a portfolio company pays the cost it will be borne directly or indirectly by the Fund, the Portfolio Funds, Blackstone, Other BAAM Clients or their respective portfolio companies. If Blackstone pays salaries or covers expenses associated with such secondees and interns, it may seek reimbursement from the Fund for such amounts. Blackstone, the Fund, Other BAAM Clients or their respective portfolio companies 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 company pays the cost, it will be borne directly or indirectly by the Fund. To the extent such fees, compensation or other expenses are borne by the Fund, including indirectly through the Portfolio Funds, 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 Fund, the Portfolio Funds, Other BAAM Clients, their respective portfolio companies, 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 Fund, the Portfolio Funds, Other BAAM Clients, their respective portfolio companies and other parties based on time spent by the personnel or another methodology Blackstone deems appropriate in a particular circumstance.

Middle- and Back-Office Services

Arcesium. Arcesium LLC (“Arcesium”) provides certain middle- and back-office services and technology to certain Other BAAM Clients managed by the Investment Manager or its affiliates in Blackstone Multi-Asset Investing (the “BAAM Arcesium Clients”) and certain Portfolio Managers and, subject to the Fund Documents and applicable law, will provide such services directly to the Fund. The Investment Manager holds a non-controlling, minority equity interest in Arcesium and Blackstone Multi-Asset Investing Chief Operating Officer serves on the board of Arcesium. The services and technology provided by Arcesium support various post-trade activities, including trade capture, cash and position reconciliations, asset servicing, margin and collateral monitoring, pricing-related services, portfolio data warehousing, and other services and technology as agreed with Arcesium. The Investment Manager has in the past and may in the future recommend Arcesium’s services to Portfolio Managers, and certain Portfolio Managers from time to time have hired, and may in the future hire, Arcesium. The Investment Manager will not require any Portfolio Manager to hire Arcesium as a condition to investing with such Portfolio Managers nor will it favor Portfolio Managers who use Arcesium over Portfolio Managers who use other qualified middle- and back-office Service Providers (as defined below) when selecting Portfolio Managers for the Fund’s portfolio.

In return for its services, Arcesium receives a one-time upfront implementation fee, an annual software fee (based on complexity and net asset value), and an annual operations services fee (also based on net asset value), as negotiated by the Fund, other BAAM Arcesium Clients and certain Portfolio Managers, as applicable, and Arcesium (such fees, in the aggregate, the “Arcesium Fees”). Because the

Arcesium Fees are based, in part, on the net asset value of the relevant Fund, which is generally determined by such Fund's administrator under the overall supervision of the Investment Manager, there may be conflicts with respect to the calculation of the Fund's net asset value. Notwithstanding any practice described herein in "*Service Providers, Vendors and Other Counterparties Generally*," the Investment Manager does not intend to engage in any ongoing benchmarking or market check to determine whether the Arcesium Fees are consistent with market rates, as certain services being provided by Arcesium are bespoke and customized services and the Investment Manager is not aware of any direct competitors to Arcesium that provide the same services. Accordingly, there can be no assurance that an unaffiliated third-party would not charge a lower fee. Additional information regarding the Arcesium Fees is available from the Investment Manager upon request.

In connection with the Investment Manager's minority equity ownership interest in Arcesium, the Investment Manager may receive cash distributions from Arcesium from time to time. Cash distributions received by the Investment Manager from Arcesium will be applied first to reimburse the Arcesium Fees paid by BAAM Arcesium Clients for the amount of Arcesium Fees paid by such entities to Arcesium. The allocation of such reimbursements as among the Fund and other BAAM Arcesium Clients will require judgments as to methodology that the Investment Manager makes in good faith but in its sole discretion. Certain Portfolio Managers' investment vehicles also pay Arcesium Fees and any cash distributions from Arcesium will not be applied to reimburse such investment vehicles, even though Arcesium Fees borne by such investment vehicles are therefore borne indirectly by the Fund to the extent of its ownership of such investment vehicle. Further, any reimbursement to the Fund for Arcesium Fees will be limited to the amount of any such cash distributions from Arcesium. There can be no assurance that the Investment Manager will receive any such distributions and therefore that any such reimbursements shall be made to the Fund and other BAAM Arcesium Clients. In the event that cash distributions received by the Investment Manager from Arcesium exceed the Arcesium Fees paid by the Fund and other BAAM Arcesium Clients, any excess amounts will be retained by the Investment Manager. Further, if Arcesium is sold to a third-party, the Investment Manager would not be expected to receive such cash distributions and the Fund and other BAAM Arcesium Clients would not be expected to be reimbursed for any portion of the Arcesium Fees paid by them. As additional Blackstone Multi-Asset Investing clients engage Arcesium and pay Arcesium Fees in the future, the reimbursement described above will apply to such clients as well.

In addition, the Investment Manager has a further incentive to engage Arcesium to provide services to the Fund and other BAAM Clients, as such engagement provides consistency in such services across the platform, increased scalability to support future growth across its business, and improved data centralization and accessibility, each of which also benefits the Investment Manager.

See "*Service Providers, Vendors and Other Counterparties Generally*" for additional information regarding affiliated Service Providers.

Service Providers, Vendors and Other Counterparties Generally. Certain Service Providers to the Investment Manager, the Fund, its Portfolio Funds and Portfolio Managers (including, without limitation, accountants, administrators, lenders, bankers, brokers, attorneys, consultants, title agents, research providers, providers of middle- and back-office services, technology providers, investment or commercial banking firms, advisors, counterparties and vendors (each such party, "Service Provider")) provide goods or services to, and/or have other relationships with (including being affiliates of), Other BAAM Clients, and/or their respective portfolio companies and affiliates. Service Providers may be investors in the Portfolio Managers or their Portfolio Funds, the Fund, Other BAAM Clients and/or other affiliates of Blackstone. They may also be sources of financing and investment opportunities for, co-investors with, commercial counterparties of, or entities in which, the Fund, Blackstone and/or Other BAAM Clients have an investment (directly or indirectly). As such, payments by the Fund, the Portfolio Managers and their respective affiliates may indirectly benefit the Investment Manager, Blackstone, Other BAAM Clients

and/or their respective portfolio companies and affiliates. Also, Service Providers in certain cases have other commercial or personal relationships with the Investment Manager, the Fund, Blackstone, Other BAAM Clients, the Portfolio Managers and/or their respective investment vehicles, portfolio companies and affiliates.

Although Blackstone selects Service Providers it believes are most appropriate in the circumstances based on its knowledge of Service Providers (which knowledge is generally greater in the case of Service Providers that are affiliates of, or that have other relationships with, Blackstone), the relationship of Service Providers to Blackstone may influence Blackstone in deciding whether to select or recommend a Service Provider to perform services for the Fund or a Portfolio Manager, the cost of which will generally be borne directly or indirectly by the Fund. Such affiliation or other relationships may incentivize Blackstone to engage a Service Provider or utilize the services of a Service Provider more frequently than would be the case absent such relationships, or pay a Service Provider higher fees or commissions than would be the case absent such relationships. Blackstone may also have an incentive to invest in or create (or cause the Fund or Other BAAM Clients to invest in or create) Service Providers to realize on these opportunities. Fees paid to or value created in Service Providers do not offset or reduce the management fee and are not otherwise shared with the Fund.

Subject to applicable law, there will be no restrictions on the ability of the Investment Manager, the Fund, the Portfolio Managers or their Portfolio Funds or portfolio companies from engaging affiliates of Blackstone (or other Service Providers that have a relationship with Blackstone) to provide services or enter into transactions with such affiliates. In such circumstances, any payments made may be to or otherwise benefit other parts of Blackstone and be borne directly or, in the case of payments borne by the Portfolio Funds, indirectly by the Fund (to the extent of its ownership of such Portfolio Fund) and will not otherwise be shared with investors in the Fund or be applied to offset the management fee. Such affiliated Service Providers or other Service Providers with which Blackstone has a relationship will receive fees, other compensation or reimbursement for costs or expenses in connection with providing services to the Fund, Other BAAM Clients or their portfolio companies or investments. Such fees, other compensation or reimbursements paid to or any value created in Service Providers do not offset or reduce the management fee payable by the investors of the Fund and are not otherwise shared with the Fund. There can be no assurances that amounts charged by such Service Providers will be consistent with market rates or that any benchmarking, verification or other analysis will be performed with respect to such charges. While Blackstone will generally not perform or obtain any benchmarking analysis, if benchmarking is performed, the related expenses will be borne directly or, in the case of payments borne by the Portfolio Funds, indirectly, by the Fund (to the extent of its ownership of such Portfolio Fund) and will not otherwise be shared with investors in the Fund or be applied to offset the management fee. 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 the Fund, or the particular characteristics of services provided. Further, it could be difficult to identify comparable third-party Service Providers that provide services of a similar scope and scale as the Blackstone-affiliated Service Providers that are the subject of the benchmarking analysis. For these reasons, such market comparisons may not result in precise market terms for comparable services.

Blackstone does not control the Portfolio Managers and their engagement of Service Providers and the terms thereof will generally be in the sole discretion of such Portfolio Managers. The Fund and its Portfolio Managers and Portfolio Funds may pay different amounts or rates than those paid by Blackstone, Other BAAM Clients and/or their portfolio companies and affiliates. Similarly, Blackstone, the Fund, Other BAAM Clients and/or their portfolio investments and affiliates may enter into agreements or other arrangements with Service Providers (whether such Service Providers are affiliated or unaffiliated with Blackstone) from time to time whereby such Service Provider may charge lower rates or provide discounts

or rebates for products or services depending on the volume of transactions in the aggregate or other factors. As such, Portfolio Managers may engage Service Providers owned or controlled by Blackstone directly on different terms than if the Investment Manager had entered into the same arrangement with such Service Provider.

Portfolio Managers may also enter into agreements with Service Providers that limit a Portfolio Manager's ability to engage in certain types of activities or make certain types of investments over which Blackstone will have no control, which may indirectly adversely impact the value of the Portfolio Funds.

Blackstone has a general practice of not entering into any arrangements with Service Providers that provide lower rates or discounts to Blackstone itself compared to those available to the Fund for the same services. However, legal fees for unconsummated transactions are often charged at a discount rate, and to the extent the Investment Manager is obligated to pay any portion of such fees, the Investment Manager will benefit from such discount. Fees for consummated transactions may be charged at higher rates and will be paid by the Fund. The conflicts described above apply in substantially the same manner and extent to Service Providers that are owned or controlled by Blackstone directly, as opposed to being owned or controlled by a Blackstone-managed fund and the Fund is expected from time to time, directly or indirectly, to engage in transactions with such Service Providers. See, for example, "*Middle and Back Office Services*" above. These Service Providers may also enter into transactions with other counterparties of the Fund, as well as other Service Providers, vendors and investors. Blackstone benefits from these transactions and activities through current income (including cash distributions) and creation of enterprise value in these businesses. Any fees, other compensation or reimbursements paid to or any value created in such Service Providers do not offset or reduce the management fee payable by the investors of the Fund and, except as explicitly described herein, are not otherwise shared with the Fund. Furthermore, Blackstone, Other BAAM Clients, the Portfolio Managers and Portfolio Funds, and their respective affiliates and related parties may use the services of these Blackstone affiliates, including at different rates. Although Blackstone believes the services provided by its affiliates are equal to or better than those of third parties, Blackstone directly benefits from the engagement of these affiliates, and there is therefore an inherent conflict of interest.

Data Services Blackstone or an affiliate of Blackstone formed in the future will provide data services to Blackstone portfolio companies, Other BAAM Clients, to certain investors in the Fund and/or in Other BAAM Clients, and to the Fund and Other BAAM Clients and other Blackstone affiliates and associated entities (including funds in which Blackstone and Other BAAM Clients make investments and portfolio investments thereof (collectively, "*Data Holders*"). Such services may include assistance with obtaining, analyzing, curating, processing, packaging, distributing, organizing, mapping, holding, transforming, enhancing, marketing and selling such data (among other related data management and consulting services) for monetization through licensing or sale arrangements with third parties and, subject to any limitations in the Fund Documents, and any other applicable contractual limitations, with the Fund, the Portfolio Managers, Other BAAM Clients, certain investors in the Fund and in Other BAAM Clients, and other Blackstone affiliates and associated entities (including funds in which Blackstone and Other BAAM Clients make investments, and portfolio companies thereof). Where Blackstone believes appropriate, data from one Data Holder may be aggregated or pooled with data from other Data Holders. Any revenues arising from such aggregated or pooled data sets would be allocated between applicable Data Holders on a fair and reasonable basis as determined by Blackstone in its sole discretion, with Blackstone able to make corrective allocations should it determine subsequently that such corrections were necessary or advisable.

If Blackstone in the future enters into data services arrangements with portfolio companies of the Fund and/or the Portfolio Funds and such portfolio companies pay Blackstone compensation for such data services, the Fund will indirectly bear their share of the cost of such compensation based on their ownership of such portfolio companies. To the extent Blackstone receives compensation for such data management

services, such compensation could include a percentage of the revenues generated through any licensing or sale arrangements with respect to the relevant data, 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)). Such compensation will not offset or reduce management fees or any other fees or expenses borne by the Fund or otherwise shared with Data Holders or Investors. Additionally, Blackstone is also expected to share and distribute the products from such data services within Blackstone or its affiliates (including Other BAAM Clients or their portfolio investments) 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 Blackstone funds to invest in portfolio investments 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 the Fund.

Data. Blackstone receives, generates or obtains various kinds of data and information from the Data Holders, and, as may be agreed, certain investors in the Fund and/or in Other BAAM Clients, and Service Providers including but not limited to data and information relating to or created in connection with business operations, financial results, trends, budgets, plans, suppliers, customers, employees, contactors, ESG, energy usage, carbon emissions and related metrics, financial information, commercial and transactional information, customer and user data, employee and contractor data, supplier and cost data, and other related data and information, some of which is sometimes referred to as alternative data or “big data.” Blackstone can be expected to be better able to anticipate macroeconomic and other trends, and otherwise develop investment themes or identify specific investment, trading or business opportunities, as a result of its access to (and rights regarding, including use, ownership, distribution and derived works rights over) this data and information from the Data Holders. Blackstone (i) has entered and will continue to enter into information sharing and use, measurement and other arrangements with Other BAAM Clients and their portfolio investments and related parties, such as Service Providers and (ii) may in the future enter into information sharing and use arrangements with the Fund, the Portfolio Managers and/or the Portfolio Funds, each of which will give Blackstone access to (and rights regarding, including use, ownership, distribution and derived works rights over) data that it would not otherwise obtain in the ordinary course with Data Holders and as may be agreed, certain investors in the Fund and/or in Other BAAM Clients, related parties and Service Providers. Further, this alternative data is expected to be aggregated across the Data Holders.

Although Blackstone believes that these activities improve Blackstone’s investment management and other business activities on behalf of the Blackstone funds, any information that may be obtained from the Data Holders and, as may be agreed, certain investors in the Fund and/or in Other BAAM Clients, also provides material benefits to Blackstone or Other BAAM Clients typically without compensation or other benefit accruing to the Data Holders or their investors. For example, information from portfolio companies owned by Blackstone funds could be expected to enable Blackstone to better understand a particular industry, enhance Blackstone’s ability to provide advice or direction to another portfolio company’s management team on strategy or operations, and execute trading and investment strategies in reliance on that understanding for Blackstone and Other BAAM Clients that do not own an interest in the relevant investment, typically without compensation or benefit to the relevant Blackstone fund or investment. Blackstone is expected to serve as the repository for data described in this paragraph, including with ownership, use and distribution rights therein.

Furthermore, except for contractual obligations to third parties (including any confidentiality agreements entered into with the Investment Manager) 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 Blackstone 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 BAAM Client. This may include utilizing information received from the Investment Manager in furtherance of such purpose, subject to any confidentiality obligations owed by it. Any confidentiality obligations in the governing documents of the relevant Blackstone funds 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 company 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 relevant Blackstone funds or their investors.

The sharing and use of "big data" and other information presents potential conflicts of interest and the Investor acknowledges and agrees that any benefits received by Blackstone or its personnel (including fees (in cash or in kind), costs and expenses) will not offset any portion of any management fee or otherwise be shared with the Fund or the Investor. As a result, the Investment Manager has an incentive to pursue investments in or with entities or Portfolio Managers that have data and information that can be utilized in a manner that benefits Blackstone or Other BAAM Clients.

Outsourcing. The Investment Manager is expected to outsource to third parties many of the services performed for the Fund and/or its investments, 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 the Investment Manager's analysis of investment opportunities, or other related services) that can be and/or historically have been performed in-house by Blackstone and its personnel, and the fees, costs and expenses of such third-party Service Providers will, when consistent with the Fund Documents, be borne by the Fund as Fund expenses, even if the Investment Manager would have borne such amounts if such services had been performed in-house (which, for the avoidance of doubt, would be in addition to any fees borne by the Fund as Fund expenses for similar services performed by the Investment Manager in-house in lieu of or alongside (and/or to supplement or monitor) such third parties, subject to the terms of the Fund Documents). 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 Fund Documents, also be provided by Blackstone in-house at the Fund's expense. From time to time, Blackstone 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 Blackstone's services are reimbursable under the Fund Documents, the overall amount of Fund expenses borne directly or indirectly by the Investors will be greater than would be the case if only Blackstone or such third-party provided such services.

The decision to engage a third-party Service Provider and the terms (including economic terms) of such engagement will be made by the Investment Manager in its discretion, taking into account such factors as it deems relevant under the circumstances. Certain third-party Service Providers and/or their employees (and/or teams thereof) will dedicate substantially all of their business time to one or more of the Fund and/or Other BAAM Clients and/or their respective Portfolio Funds, 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 Blackstone will have an incentive to outsource services to third parties due to a number of factors, including because the fees, costs and expenses of such Service Providers will be borne by the Fund as Fund expenses (with no reduction or offset to management fees) and retaining third parties will reduce the Investment Manager's internal overhead, compensation, benefits and costs for employees who would otherwise perform such services in-

house. Such incentives likely exist even with respect to services where internal overhead, compensation, and benefits are chargeable to the Fund.

In general, the involvement of third-party Service Providers presents a number of risks due to the Investment Manager'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 Fund and/or Other BAAM Clients and/or their respective Portfolio Funds to other third parties (including to their affiliates). Any such delegation could further reduce the Investment Manager's control over the outsourced functions, and the Investment Manager 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 Investment Manager, the Fund and/or the Portfolio Funds, including (without limitation) in relation to the delegation of such responsibilities to other parties and the allocation of time, attention and resources to the Investment Manager, the Fund and/or Other BAAM Clients and/or their respective Portfolio Funds, as compared to the Service Provider's other clients. Third-party Service Providers could have incentives to carry out their responsibilities in a manner that does not advance the interests of the Fund and/or Other BAAM Clients and/or their respective Portfolio Funds and often have no fiduciary obligation to act in the best interest of the Investment Manager, the Fund and/or Other BAAM Clients and/or their respective Portfolio Funds. The Investment Manager 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 Investment Manager will be able to identify, prevent or mitigate the risks of engaging third-party Service Providers (including the risk that such third-party Service Provider or its delegates will not perform the outsourced function with the same degree of skill, competence and efficiency as the Investment Manager would in the absence of an outsourcing arrangement). The Fund may suffer adverse consequences from actions, errors or failures to act by such third parties or their delegates, and will have obligations, including indemnity obligations, and limited recourse against them.

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

The Investment Manager could similarly determine to outsource certain services to Other BAAM Clients, their respective Portfolio Funds, limited partners of the Fund and/or Other BAAM Clients and affiliates of Blackstone, or to any of their respective related parties. The risks and conflicts described above would similarly apply in such circumstances, and such circumstances would raise additional conflicts.

Additional Conflicts of Interest Other present and future activities of the Investment Manager may give rise to additional conflicts of interest. Future activities of the Investment Manager may give rise to additional conflicts of interest. Investors should understand that: (i) the relationships among the Fund, Other BAAM Clients and the Investment Manager are complex and dynamic and (ii) as Blackstone's and the Investment Manager's businesses change over time, the Investment Manager may be subject, and the Fund may be exposed, to new or additional conflicts of interest. There can be no assurance that this Disclosure Document addresses or anticipates every possible current or future conflict of interest that may arise or that is or may be detrimental to the Fund or the Investors. In the event that conflicts of interest arise, the Investment Manager will attempt to resolve such conflicts of interest in a manner that it determines to be fair and equitable.